

**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 c-B-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

June 13, 2022

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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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 June 24, 2022, at 10:30 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:

- (i) authorizing and directing the Receiver to enter into and carry out the terms of the transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver and Dragon Holding Global Real Estate Funds Inc. (“**Dragon**” or the “**Purchaser**”) dated May 26, 2022 and executed by the Receiver on May 30, 2022 (the “**APS**”), together with any further minor amendments thereto deemed necessary by the Receiver in its sole opinion;
- (ii) approving the sale of the property known as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the “**Property**”) owned by Ideal (WC) Developments Inc. (“**Ideal**” or the “**Debtor**”) in accordance with the terms of the APS and vesting in Dragon or as the Purchaser may further direct in writing, all right, title and interest of the Debtor in and to the Property, free from all Claims (as defined and described in the Order), upon closing of the Transaction and the delivery of a Receiver’s certificate to the Purchaser;

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

- (i) approving the Second Report to the Court of the Receiver dated June 9, 2022 (the “**Second Report**”) and the Receiver’s conduct and activities set out therein;
- (ii) authorizing the Receiver to make the Post-Closing Payments and the Empirical Distribution (both as defined in the Second Report);
- (iii) sealing Confidential Appendix “1” to the Second Report and Tabs 1 to 4 contained therein;
- (iv) approving the Receiver’s Statement of Receipts and Disbursements contained in the Second Report;
- (v) approving the fees of the Receiver for the period March 1, 2022 to May 31, 2022;
- (vi) approving the fees of Garfinkle Biderman LLP (“**Garfinkle**”) for the period February 7, 2022 to May 31, 2022; and
- (vii) approving the fees of Paliare Roland Rosenberg Rothstein LLP (“**Paliare**”) for the period ending May 22, 2022.

THE GROUNDS FOR THE MOTION ARE:

A. Background

3. On January 11, 2022, the Receiver was appointed as receiver, without security, of the Property pursuant to an Order of this Court (the “**Appointment Order**”).

4. The Property consists of 1.47 acres of vacant land owned by Ideal.
5. 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.
6. 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.
7. Empirical sought the appointment of the Receiver pursuant to a Notice of Application dated November 25, 2021.
8. 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.
9. The Receiver has also retained Paliare to act as the Receiver's independent legal counsel where Garfinkle has, or may be considered to have, a conflict of interest.

B. The Receiver's Marketing Process

10. The marketing of the Property commenced on March 29, 2022 through an e-blast sent by Avison Young.
11. Interested parties were informed that the deadline for submitting offers for the Property was 5:00 p.m. EST on May 12, 2022 (the "**Offer Deadline**").

12. As of the Offer Deadline, two offers were submitted to Avison Young for the Property and a third offer was received on May 13, 2022.

13. The Receiver believes that the marketing process conducted was appropriate for the type of property in question and that the marketing process provided sufficient market exposure to the Property. Specifically, the Property was exposed to the market since March 29, 2022, notice of the sale of the Property was sent to more than 4,000 parties, the Property was listed for sale on MLS and was advertised in the Globe and Mail newspaper.

14. As a result of the marketing efforts undertaken:

- (a) Confidentiality Agreements were signed in respect of 28 potential purchasers; and
- (b) three offers to purchase the Property were received from prospective purchasers.

15. The Receiver is of the view that sufficient efforts were made to obtain the best price for the Property and the marketing process was conducted fairly.

C. *Approval of the APS*

16. The Receiver regards the APS as the offer received for the Property which is the most advantageous to the creditors of the Property.

17. The Receiver therefore recommends that this Court approve the APS and grant an Order vesting title in the purchased assets in the Purchaser or its assignee upon the closing of the Transaction.

D. Proposed Distribution

18. Concurrent with or following the closing of the sale of the Property, the Receiver proposes to make the following payments (the “**Post-Closing Payments**”) as described and defined in the Second Report:

- (a) the Outstanding Property Taxes;
- (b) the commission payable to Avison Young in respect of the sale of the Property; and
- (c) the amount of \$200,008.00, being the total of amounts owing to the Receiver, Garfinkle and Paliare on account of their respective unpaid accounts described in the First Report and the Second Report.

19. Interest continues to accrue on the outstanding balance of the Empirical Mortgage. Therefore, the Receiver is of the view that it is in the interests of all parties that the amounts owing to Empirical be paid to Empirical in order to prevent the accrual of further interest. Accordingly, following closing of the sale of the Property, the Receiver proposes to pay the Empirical Advances (as defined in the Second Report) plus any further amounts that may be owing to Empirical in the event that the closing of the sale occurs after July 11, 2022 (the “**Empirical Distribution**”).

20. The Receiver therefore recommends and requests that this Court authorize and direct the Receiver to pay the Post-Closing Payments and the Empirical Distribution.

E. Statutory and other grounds

21. 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
22. 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 Second Report of the Receiver dated June 9, 2022 and the appendices attached thereto; and
- (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 13, 2022

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Lawyers for the Receiver

TO: THE SERVICE LIST

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

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

THE HONOURABLE)	TUESDAY THE 24 TH DAY
)	
JUSTICE CONWAY)	OF JUNE, 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

APPROVAL AND VESTING ORDER

THIS MOTION, made by **RSM CANADA LIMITED** in its capacity as the 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**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Dragon Holding Global Real Estate Funds Inc. ("**Dragon**" or the "**Purchaser**") dated May 26, 2022 and executed by the Receiver on May 30, 2022 (the "**APS**") and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the APS (the "**Purchased Assets**"), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated June 9, 2022 and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved.

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

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the APS and listed on Schedule "B" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Dietrich dated January 11, 2022; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) any legal, equitable or other claims that any person had, has, or may in the future have, against the Property in connection with or arising from any agreements of purchase and sale ("**Buyer Agreements**") entered into by the Debtor including any right to compel the closing of the transactions contemplated in the Buyer Agreements or any of them, and (iv) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D" hereto) and,

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

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule “B” hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule “C” hereto.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and

shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT 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.

Schedule A – Form of Receiver’s Certificate

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

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

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Dietrich of the Ontario Superior Court of Justice (the "**Court**") dated January 11, 2022, RSM Canada Limited was appointed as the receiver (the "**Receiver**") of the lands and premises municipally known as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "**Property**") owned by Ideal (WC) Developments Inc. (the "**Debtor**"), including all proceeds thereof.

B. Pursuant to an Order of the Court dated June 24, 2022 (the "**Vesting Order**"), the Court approved the agreement of purchase and sale between the Receiver and Dragon Holding Global Real Estate Funds Inc. (the "**Purchaser**") dated May 26, 2022 and executed by the Receiver on May 30, 2022 (the "**APS**") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by

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

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

THE RECEIVER CERTIFIES the following:

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

**RSM Canada Limited, solely in its capacity as
Court-appointed Receiver of the Property and
not in its personal or corporate capacity**

Per: _____
Name
Title

Schedule B – Purchased Assets

All of the Receiver's and Ideal (WC) Developments Inc.'s right, title and interest in and to the Property (as defined in the APS) including, without limitation, the following real property:

Municipal Address: 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario

Legal Description:

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

Secondly:

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

PIN:

Firstly: 13243 – 0378 (LT)

Secondly: 13243 – 0269 (LT)

Registry Office: Land Titles Division of Peel (No. 43)

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

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

1. Instrument No. PR3308660 being a Charge registered April 11, 2018, from Ideal (WC) Developments Inc. in favour of Empirical Capital Corp. securing the principal sum of \$5,500,000.00.
2. Instrument No. PR3308661 being a Notice of Assignment of Rents-General registered April 11, 2018 from Ideal (WC) Developments Inc. in favour of Empirical Capital Corp. related to the Charge registered as Instrument No. PR3308660.
3. Instrument No. PR3308694 being Postponement of Interest registered April 11, 2018, from American Corporation to Empirical Capital Corp.
4. Instrument No. PR3937041 being a Caution-Land registered October 29, 2021, from Ideal (WC) Developments Inc. to Syed Muhammed Faruqi Hasan.
5. Instrument No. PR3976090 being an Application to Register Court Order registered January 12, 2022, from Ontario Superior Court of Justice to RSM Canada Limited

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

(unaffected by the Vesting Order)

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

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

11. Encumbrances respecting minor encroachments by the Property over neighbouring lands permitted under agreements with the owners of such other lands and minor encroachments over any of the Property by improvements of abutting land owners permitted under agreements with such abutting owners.
12. Without in any way limiting the generality of any of the foregoing, the following specific instruments registered on title against the Property:

PIN: 13243-0378 (LT)

- a) Instrument No. TR353603 being a Notice of Amendment of Airport Zoning Regulations registered January 15, 1973.
- b) Instrument No. LT2057426 being a Notice of Pearson Airport Zoning Regulation registered March 27, 2000.
- c) Instrument No. PR2489661 being a Transfer registered January 20, 2014, from Roland William Karl and Thomas Alfred Karl to Ideal (WC) Developments Inc.
- d) Instrument No. PR2489665 being a Transfer registered January 20, 2014, from Anneliese Bertha Karl to Ideal (WC) Developments Inc.
- e) Instrument No. PR2907448 being an Application to Consolidate registered May 3, 2016.
- f) Instrument No. PR43R37427 being a Reference Plan registered November 23, 2016.
- g) Instrument No. PR3034033 being an Application for Absolute Title registered November 24, 2016.
- h) Instrument No. PR3114761 being a Charge in favour of Amercan Corporation registered April 24, 2017 as amended by Instrument No. PR3799133 being a Noticed registered on March 16, 2021.
- i) Instrument No. PR3799134 being a Charge in favour of Dragon Holding Global Real Estate Funds Inc. registered March 16, 2021.

PIN: 13243-0269 (LT)

- a) Instrument No. TR353603 being a Notice of Amendment of Airport Zoning Regulations registered January 15, 1973.
- b) Instrument No. LT1045790 being a Notice registered August 30, 1989, in favour of The Corporation of the City of Mississauga and The Regional Municipality of Peel.

- c) Instrument No. LT1045792 being a Notice registered August 30, 1989, in favour of Mississauga Hydro-Electric Commission.
- d) Instrument No. LT2057426 being a Notice of Pearson Airport Zoning Regulations registered March 27, 2000, from Her Majesty The Queen In Right of the Department of Transport Canada.
- e) Instrument No. PR2801362 being a Transfer registered October 9, 2015, from The Corporation of the City of Mississauga in favour of Ideal (WC) Developments Inc.
- f) Instrument No. PR3114761 being a Charge in favour of Amercan Corporation registered April 24, 2017 as amended by Instrument No. PR3799133 being a Notice registered on March 16, 2021.
- g) Instrument No. PR3799134 being a Charge in favour of Dragon Holding Global Real Estate Funds Inc. registered March 16, 2021.

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**ONTARIO
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PROCEEDING COMMENCED AT
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ORDER

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Lawyers for the Receiver

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THE HONOURABLE)	TUESDAY THE 24 TH DAY
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JUSTICE CONWAY)	OF JUNE, 2022

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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** in its capacity as the 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**"), for an order approving the sale of the Property and various ancillary relief described in the Second Report of the Receiver dated June 9, 2022 (the "**Second Report**"), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and the Appendices and Confidential Appendix attached thereto, and on hearing the submissions of counsel for the Receiver and such other counsel who were present:

1. **THIS COURT ORDERS AND DECLARES** that the Second Report and the conduct and activities of the Receiver set out therein be and are hereby approved.

2. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period January 11, 2022 to June 8, 2022 be and is hereby approved.
 3. **THIS COURT ORDERS** that Confidential Appendix "1" and Tabs 1-4 therein be and are hereby sealed until the closing of the sale of the Property.
 4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period March 1, 2022 to May 31, 2022 as set out in the Second Report, be and are hereby approved.
 5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Garfinkle Biderman LLP and Paliare Roland Rosenberg Rothstein LLP, for the respective periods February 7, 2022 to May 31, 2022 and February 2 to May 22, 2022, all as set out in the Second Report, be and are hereby approved.
 6. **THIS COURT ORDERS** that the Receiver is authorized make the Post-Closing Payments and the Empirical Distribution (both as described and defined in the Second Report).
 7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
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NOTICE OF MOTION

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Respondent

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

JUNE 9, 2022

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Sale of 6532 & 6544 Winston Churchill Boulevard

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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 (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) 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
 - b) 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. On March 2, 2022, the Receiver filed a motion record, returnable on March 22, 2022 (the “**March 22 Hearing Date**”) in support of its motion for, *inter alia*, an order:
 - a) terminating the agreements of purchase and sale entered into by Ideal with 15 home buyers (the “**Home Buyers**”) prior to the receivership (the “**Buyer Agreements**”);
 - b) approving the Receiver’s proposed marketing process (the “**Marketing Process**”) described in the Receiver’s first report to the Court (the “**First**

Report") and authorizing the Receiver to conduct the Marketing Process;
and

- c) authorizing the Receiver to enter into a listing agreement with Avison Young Commercial Real Estate Services, LP ("**Avison Young**").

A copy of the First Report, without appendices, is attached hereto as **Appendix "B"**.

4. Prior to the March 22 Hearing Date, some of the Home Buyers and/or their counsel expressed concerns regarding the form of Order sought by the Receiver and, in particular, whether the termination of the Buyer Agreements would impact their ability to pursue their claims against the Debtor and its principals and/or the proceeds from the sale of the Property. Following consideration of the position of the Home Buyers, the Receiver agreed not to seek expressly the termination of the Buyer Agreements.
5. On March 22, 2022, the Honourable Justice Kimmel issued an order (the "**Marketing Process Order**"), in which, *inter alia*, the Court:
 - a) authorized the Receiver to retain Avison Young as the listing agent for the Property;
 - b) approved the Marketing Process; and
 - c) ordered that the Property be marketed and sold free from any legal, equitable or other claims that any person had, has, or may in the future have, against the Property in connection with or arising from any agreements of purchase and sale (the "**Agreements**") entered into by the

Debtor including any right to compel the closing of the transactions contemplated in the Agreements or any of them.

Copies of the Marketing Process Order and the related Endorsement of Justice Kimmel (the “**March 22 Endorsement**”) are attached as **Appendix “C”** and **Appendix “D”**, respectively, to this report.

6. The Appointment Order, the First Report, the Marketing Process Order, the March 22 Endorsement and other court documents have been posted on the Receiver’s website, which can be found at rsmcanada.com/6532-and-6544-winston-churchill.
7. As provided for in Paragraph 26 of the Appointment Order, the Receiver 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 and to effect and complete the sale of the Property.
8. The Receiver has 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

9. The purpose of this second report to the Court (the “**Second Report**”) is to:
 - (a) report to the Court on the activities of the Receiver from the date of the First Report to June 8, 2022;
 - (b) provide the Court with information on the marketing of the Property and the results of the Marketing Process conducted by the Receiver;

- (c) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period January 11, 2022 to June 8, 2022 (the "**R&D**");
and
- (d) seek an order:
 - i. authorizing and directing the Receiver to enter into and carry out the terms of the transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Dragon Holding Global Real Estate Funds Inc. ("**Dragon**" or the "**Purchaser**") dated May 26, 2022 and executed by the Receiver on May 30, 2022 (the "**APS**"), together with any further minor amendments thereto deemed necessary by the Receiver in its sole opinion;
 - ii. approving the sale of the Property in accordance with the terms of the APS and vesting in Dragon or as the Purchaser may further direct in writing, all right, title and interest of the Debtor in and to the Property, free from any legal, equitable or other claims that any person had, has, or may in the future have, against the Property in connection with or arising from the Buyer Agreements, including any right to compel the closing of the transactions contemplated in the Buyer Agreements or any of them (the "**Buyer Agreement Claims**"), and free and clear of the encumbrances, estates, rights, title, liens, interest and claims set out in the APS (other than permitted encumbrances), upon closing of the Transaction and the delivery of a Receiver's certificate to the Purchaser;

- iii. sealing Confidential Appendix “1” to the Second Report and Tabs 1 to 4 contained therein;
- iv. authorizing the Receiver to make the Post-Closing Payments and the Empirical Distribution (both as defined herein);
- v. approving the Second 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 March 1, 2022 to May 31, 2022;
- viii. approving the fees of Garfinkle for the period February 7, 2022 to May 31, 2022; and
- ix. approving the fees of Paliare for the period February 2, 2022 to May 22, 2022.

Terms of Reference

10. 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.

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

III. BACKGROUND

12. 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.
13. Empirical holds a first mortgage (the “**Empirical Mortgage**”) in the principal amount of \$5,500,000 against the Property. Amercan Corporation (“Amercan”) and Dragon registered second and third mortgages on the Property in the amounts of \$1.4 million (as amended) and \$2.3 million, respectively.
14. Empirical’s loan was originally due on March 2, 2020, however Empirical and the Debtor entered into a number of forbearance agreements. The Debtor failed to repay the amounts outstanding under the loan at the end of the forbearance term.
15. Accordingly, Empirical sought the appointment of the Receiver pursuant to a Notice of Application dated November 25, 2021.
16. On January 11, 2022, the Court issued the Appointment Order.

IV. DEPOSITS PAID TO IDEAL

17. In the First Report, the Receiver reported that it had requested from Ideal details of payments or deposits received from the Home Buyers, as well as an accounting setting out the status and disposition of the deposits received. No further

information has been provided to the Receiver by Ideal as to its disposition of the deposits received.

18. In the March 22 Endorsement, Justice Kimmel acknowledged that the Home Buyers have concerns about the manner in which the Debtor has handled their deposit monies, but stated that such concern may be beyond the current scope of the receivership. Her Honour also encouraged the Home Buyers and their counsel to confer amongst themselves, and with the Receiver's counsel, to consider whether they wish to expand the scope of investigation into the handling of their deposits or other issues involving their dealings and transactions with the Debtor.
19. As of the date of this report, no requests have been made of the Receiver to expand the terms of the Appointment Order.

V. MARKETING OF THE PROPERTY

Stalking Horse Offer

20. On March 18, 2022, four days prior to the March 22 Hearing Date, the Receiver was provided by Gowlings LLP ("**Gowlings**") with a stalking horse offer from Gowlings' client, 2011836 Ontario Corporation (the "**Stalking Horse Offer**").
21. The Receiver reviewed the terms of the Stalking Horse Offer with its counsel and, on March 20, 2022, with the concurrence of Empirical, informed Gowlings that the Receiver did not intend to pursue the Stalking Horse Offer. The Receiver encouraged Gowlings' client to make an offer through the Marketing Process.

The Receiver's Marketing Process

22. As set out above, the Marketing Process Order was made on March 22, 2022.

23. The marketing of the Property commenced on March 29, 2022 through an e-blast sent by Avison Young. Interested parties were informed that the deadline for submitting offers for the Property was 5:00 p.m. EST on May 12, 2022 (the “**Offer Deadline**”).
24. The Receiver provided Avison Young with a baseline Agreement of Purchase and Sale (the “**Baseline APS**”) for inclusion in the data room established by Avison Young. The Receiver requested that all offers for the Property be made on the form of the Baseline APS, with any changes marked thereon.
25. Further steps taken by Avison Young in connection with the marketing of the Property included the following:
 - a) on March 29, April 12, April 29, and May 9, 2022, emails giving notice of the acquisition opportunity were sent to 4,064, 4,035, 4,021, and 4,043 parties, respectively;
 - b) a brochure (the “**Brochure**”) was prepared and provided to interested parties who clicked on the link in the email;
 - c) on April 21 and 26, 2022, an advertisement of the acquisition opportunity was published in the Globe and Mail newspaper (the “**Globe Advertisement**”);
 - d) on April 8, 2022, a listing for the Property was posted on the MLS system (the “**MLS Listing**”);
 - e) a “For Sale” banner was installed at the Property;
 - f) a notification of the Property being offered for sale was included in the April 11, April 18, April 25, May 2 and May 9, 2022 editions of Insolvency Insider

(a digital publication) and included the bid date and links to contact the listing agents;

- g) the listing agents posted notification of the offering on their respective LinkedIn profiles;
 - h) the Property was advertised on the Avison Young website; and
 - i) an online data room was set up by Avison Young. Parties that signed a confidentiality agreement (“**CA**”) were given access to the data room which contained additional information on the Property.
26. Copies of the Brochure, the Globe Advertisement and the MLS Listing are attached collectively to this report as **Appendix “E”**.
27. Additional details of the marketing activities undertaken and parties that responded are contained in the Avison Progress Report attached at **Tab 1 of Confidential Appendix “1”**.

VI. SUMMARY OF OFFERS RECEIVED

28. As of the Offer Deadline, two offers were submitted to Avison Young for the Property and a third offer was received on May 13, 2022. A schedule prepared by Avison Young summarizing the offers received is attached at **Tab 2 of Confidential Appendix “1”**.
29. Details of the Receiver’s activities in responding to the offers received are set out in **Confidential Appendix “1”**.

VII. THE APS

30. The APS conforms substantially with the Baseline APS. Salient terms of the APS are set out below (all capitalized terms in this section not defined in the APS are as otherwise defined in the Second Report).
31. The purchase price (the “**Purchase Price**”) consists of:
- a) a Cash Amount which is defined in the APS to be an amount equal to the sum of:
 - i.) the amount owing to Empirical secured by its mortgage against the Property;
 - ii.) priority government claims including accrued property taxes;
 - iii.) real estate commissions due on the sale of the Property;
 - iv.) amounts advanced pursuant to the Receiver’s Borrowing Charge referenced in the Appointment Order; and
 - v.) the past, present and future fees and disbursements of the Receiver and its legal counsel to conduct and complete the administration of the receivership, and such other amounts as may be payable in connection with the receivership;
 - b) assumption of the debt due and owing by Ideal to Amercan secured by its mortgage against the Property; and
 - c) the balance of the purchase price to be paid by way of an assumption of a portion of the debt due and owing by Ideal to Dragon secured by its mortgage against the Property.
32. Other salient terms of the APS include:

- a) a cash deposit of \$700,000, which has been received by the Receiver;
 - b) completion of the transaction contemplated by the APS is conditional on court approval and the issuance of an order vesting title to the Property in the Purchaser or its assignee free and clear of claims and encumbrances, including the Buyer Agreement Claims, other than those specifically itemized in the APS;
 - c) the Purchaser is buying the Property on an “*as is, where is*” basis; and
 - d) closing of the sale provided for in the APS is scheduled to occur on the tenth Business Day following the date on which the Vesting Order is granted, or such other date as agreed between the Purchaser and the Receiver.
33. Copies of the Receiver’s analysis of net cash proceeds available from offers received and the executed APS are attached to this report at **Tab 3** and **Tab 4** of **Confidential Appendix “1”**, respectively.

VIII. APPROVAL OF THE SALE

34. The Receiver believes that the marketing process conducted was appropriate for the type of property in question and that the marketing process provided sufficient market exposure to the Property. Specifically, the Property was exposed to the market since March 29, 2022, notice of the sale of the Property was sent to more than 4,000 parties, the Property was listed for sale on MLS and was advertised in the Globe and Mail newspaper.
35. As a result of the marketing efforts undertaken:
- CA’s were signed in respect of 28 potential purchasers; and

- three offers to purchase the Property were received from prospective purchasers.
36. The Receiver is of the view that sufficient efforts were made to obtain the best price for the Property and the marketing process was conducted fairly. The Receiver regards the APS as the offer received for the Property which is the most advantageous to the creditors of the Property. The Receiver therefore recommends that this Court approve the APS and grant an Order vesting title in the purchased assets in the Purchaser or its assignee upon the closing of the Transaction.
37. The Receiver points out that while a portion of the Purchase Price consists of the assumption of Ideal's obligation to Amercan and a portion of Ideal's obligation to Dragon, the Cash Amount provided for in the APS is greater than the purchase prices contemplated in each of the other offers received. As a result, in considering Dragon's offer, the Receiver was not required to determine the validity of the mortgages held by Amercan and Dragon against the Property (and the Receiver has not done so).
38. The Receiver believes that details of the offers submitted for the Property including matters relating thereto should be kept confidential until the closing of the Transaction. The Receiver is of the view that public disclosure of the offers would have a negative impact on the future marketing of the Property, should the Transaction with the Purchaser not be approved or completed.

39. The Receiver therefore respectfully requests that Confidential Appendix “1” and Tabs 1 to 4 contained therein be sealed until after the closing of the sale of the Property.

IX. SECURED OR PRIORITY CLAIMS

40. The Receiver has obtained Tax Certificates dated June 2, 2022 from the City of Mississauga (“**Property Tax Certificates**”) which indicate that the unpaid property taxes for the two properties are \$647.16 and \$50,919.59 for a total of \$51,566.75 (the “**Outstanding Property Taxes**”). Copies of the Property Tax Certificates are attached to this report at **Appendix “F”**.
41. The Receiver received from Empirical a Mortgage Payout Statement current to July 11, 2022, being the anticipated closing date of the sale of the Property if the Approval and Vesting Order being applied for herein is made on June 24, 2022 (the “**Empirical Statement**”). According to the Empirical Statement, the amount owing by the Debtor to Empirical and required to discharge the first mortgage will be, as of July 11, 2022, \$6,547,575.76, inclusive of (i) principal, interest and fees, and (ii) the \$20,000 advance for which Receiver Certificates No. 1 and 2 were issued (collectively, the “**Empirical Advances**”). Empirical has informed the Receiver that per diem interest on the Empirical Advances following July 11, 2022 is \$2,152.63. A copy of the Empirical Statement is attached to this report at **Appendix “G”**.
42. As set out in the First Report, the Receiver 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 was attached as Appendix “G” to the First Report.

43. As set out above, charges against the Property were also registered by Amercan and by Dragon.
44. In anticipation of the possible receipt of a credit bid for the Property, the Receiver requested from Amercan and Dragon documentation in respect of the second and third mortgages. While the Receiver commenced its review of that documentation, in light of the offers received for the Property, and since there will not be any funds available from the sale of the Property for creditors other than Empirical, the Receiver has ceased its efforts to assess the validity of the second and third mortgages.
45. No liens have been registered by any governmental authority against title to the Property. Canada Revenue Agency has informed the Receiver that it does not claim any “deemed trust” amounts against the proceeds from the sale of the Property.

X. PROPOSED DISTRIBUTION

46. Concurrent with or following the closing of the sale of the Property, the Receiver proposes to make the following payments (the “**Post-Closing Payments**”):
 - a) the Outstanding Property Taxes;
 - b) the commission payable to Avison Young in respect of the sale of the Property; and

- c) the amount of \$200,008.00, being the total of amounts owing to the Receiver, Garfinkle and Paliare on account of their respective unpaid accounts described in the First Report and the Second Report.
47. Interest continues to accrue on the outstanding balance of the Empirical Mortgage. Therefore, the Receiver is of the view that it is in the interests of all parties that the amounts owing to Empirical be paid to Empirical in order to prevent the accrual of further interest. Accordingly, following closing of the sale of the Property, the Receiver proposes to pay the Empirical Advances plus any further amounts that may be owing to Empirical in the event that the closing of the sale occurs after July 11, 2022 (the “**Empirical Distribution**”).
48. The Receiver therefore recommends and requests that this Court authorize and direct the Receiver to pay the Post-Closing Payments and the Empirical Distribution.

XI. RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

49. Attached as **Appendix “H”** is the Receiver’s Interim Statement of Receipts and Disbursements (the “**R&D**”) for the period January 11, 2022 to June 8, 2022. During this period, receipts were \$20,000, consisting of advances totalling \$20,000 from Empirical secured by Receiver Certificates No. 1 and 2, and disbursements were \$8,941, resulting in a net cash balance of \$11,059.
50. As set out above, the Receiver proposes to repay to Empirical the above-noted advances from Empirical, plus any accrued interest thereon charged by Empirical, following the closing of the sale of the Property.

XII. PROFESSIONAL FEES

51. The Receiver's accounts for the period March 1, 2022 to May 31, 2022 total \$59,269.00 in fees, plus HST of \$7,704.98 for a total amount of \$66,973.98 (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 June 7, 2022 attached hereto as **Appendix "I"**.
52. The accounts of the Receiver's counsel, Garfinkle, total \$18,669.72 in fees and disbursements and \$2,417.00 in HST for a total of \$21,086.72 for the period February 7, 2022 to May 31, 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 June 8, 2022 attached to this report as **Appendix "J"**.
53. The account of the Receiver's independent legal counsel, Paliare, totals \$31,324.52 in fees and disbursements and \$3,990.80 in HST for a total of \$35,315.32 for the period February 2, 2022 to May 22, 2022 (the "**Paliare Account**"). A copy of the Paliare Account, together with a summary of the personnel, hours and hourly rates described in the Paliare Account, is set out in the Affidavit of Megan Bradt sworn June 9, 2022 attached to this report as **Appendix "K"**.

XIII. CONCLUSION

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

- (i) authorizing and directing the Receiver to enter into and carry out the Transaction contemplated by the APS, together with any further minor amendments thereto deemed necessary by the Receiver in its sole opinion;
- (ii) approving the sale of the Property in accordance with the terms of the APS and vesting in Dragon or as the Purchaser may further direct in writing, all right, title and interest of the Debtor in and to the Property, free from any legal, equitable or other claims that any person had, has, or may in the future have, against the Property in connection with or arising from the Buyer Agreements, including any right to compel the closing of the transactions contemplated in the Buyer Agreements or any of them, and free and clear of the encumbrances, estates, rights, title, liens, interest and claims set out in the APS (other than permitted encumbrances), upon closing of the Transaction and the delivery of a Receiver's certificate to the Purchaser;
- (iii) sealing Confidential Appendix "1" to the Second Report and Tabs 1 to 4 contained therein;
- (iv) authorizing the Receiver to make the Post-Closing Payments;
- (v) authorizing the Receiver to make the Empirical Distribution;
- (vi) approving the Second Report and the Receiver's conduct and activities set out therein;
- (vii) approving the R&D;

- (viii) approving the fees of the Receiver for the period March 1, 2022 to May 31, 2022;
- (ix) approving the fees of Garfinkle for the period February 7, 2022 to May 31, 2022; and
- (x) approving the fees of Paliare for the period February 2, 2022 to May 22, 2022.

All of which is respectfully submitted to this Court as of this 9th day of June, 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
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Lawyers for the Applicant,
EMPIRICAL CAPITAL CORP.

File Number: 11087-008

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

**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.

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.

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

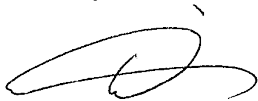
57. The Receiver respectfully requests that the Court make an order:

- (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)	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 receiver (the “**Receiver**”) appointed by this Court pursuant to the Order made January 11, 2022 (the “**Appointment Order**”), 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.

THE BUYER AGREEMENTS

6. **THIS COURT ORDERS** that the Property shall be marketed and sold free from any legal, equitable or other claims that any person had, has, or may in the future have, against the Property in connection with or arising from any agreements of purchase and sale (the “**APs**”) entered into by the Debtor including any right to compel the closing of the transactions contemplated in the APs or any of them.

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.

 Digitally signed by Jessica Kimmel
Date: 2022.03.22 20:41:40 -04'00'

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)**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West
35th Floor
Toronto, ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

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

Lawyers for the Receiver RSM Canada Limited

Court File Number: CV-21-00672628-00CL

Superior Court of Justice
Estates List

FILE DIRECTION/ORDER

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

EMPIRICAL CAPITAL CORP.

Applicants

AND

IDEAL (WC) DEVELOPMENTS INC.

Respondents

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Email/Facsimile No:
See counsel slip attached		

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

Adjourned to: _____
 Time Table approved (as follows): _____

Hearing Date: **March 22, 2022**

ENDORSEMENT OF JUSTICE KIMMEL

[1] The applicant is the first mortgagee. RSM Canada Limited ("RSM"), in its capacity as the receiver (the "Receiver") appointed by this Court pursuant to the Order made January 11, 2022 (the "Appointment Order"), 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"), seeks an order approving the First Report of the Receiver dated March 1, 2022 (the "First Report") and the conduct and activities of the Receiver described therein, and approving the fees of the Receiver and its counsel.

[2] Specific relief is also sought regarding the retention of Avison Young Commercial Real Estate Services, LP ("Avison Young") as the listing agent for the Property and for the court's approval of a process for the listing and marketing of the Property for sale set forth in the First Report (the "Marketing Process").

[3] Some of the stakeholders are home buyers (the "Home Buyers") who entered into agreements to purchase homes to be built on the Property by the respondent debtor. There were initial concerns raised by some of the Home Buyers and/or their counsel regarding the relief sought on this motion. They wish to preserve their claims (including with respect to the return of deposits paid or purchase monies advanced) as against the respondent debtor and its principals and/or as against any sale proceeds from the sale of the Property. The Receiver has advised that the treatment of any sale proceeds will be subject to the court's future determination of priorities and the court's approval of any proposed distributions.

[4] The Receiver confirmed that it had not intended by this motion to interfere with or prejudice any claims made or to be made by the Home Buyers and has agreed to a slight modification to the proposed order (in paragraph 6) to placate these concerns, although the Receiver did not consider the originally proposed language to have prejudiced these claims. On this basis, there were no objections raised to the proposed order sought by the Receiver at the return of this motion.

[5] While recognizing that it is in the interests of all stakeholders for the Property to be marketed and sold, the Home Buyers do have concerns about future distributions and the validity and enforceability of the second and third mortgages (that the Receiver has assured them they will have the opportunity to address on a future motion) and also have concerns about the manner in which the respondent debtor has handled their deposit monies. The latter concern may be beyond the current scope of this receivership. The court has encouraged the Home Buyers and their counsel to confer amongst themselves, and with counsel for the Receiver, if they are considering options for expanding the scope of investigation into the handling of their deposits or other issues involving their dealings and transactions with the respondent debtor.

[6] The respondent debtor does not oppose the relief sought by the Receiver on this motion. The debtor maintains that it has responded to appropriate requests of the Receiver to date regarding the deposits, which response has been to confirm that none of the Home Buyer's deposits are currently held. The respondent debtor's position is that the more recent requests regarding the disposition and use of the deposits prior to the appointment of the Receiver go beyond the scope of the current Appointment Order. That too is an issue for another day.

[7] The court has received and reviewed the First Report and the affidavits confirming the fees of the Receiver and its counsel and they all appear to be appropriate and are approved.

[8] The Receiver's counsel provided the court, in accordance with the current commercial list practice direction, with four confidential appendices to the Receiver's First Report that are proposed to be sealed under a partial sealing order (the "Proposed Sealing Order"). With the exception of the first confidential Appendix (a standard form of Home Buyer's agreement of purchase and sale and attached Tarion Addendum and Schedules with the purchaser names and purchase prices redacted), the court is satisfied that the proposed sealing of the other three confidential Appendices is necessary to avoid any interference with attempts to market and sell the Property, and any prejudice that might be caused by publicly disclosing confidential and commercially-sensitive information while the Marketing Process is ongoing and pending the completion of any sale of the Property. These salutary effects outweigh any deleterious effects, including the possible negative effects on the right to free expression and the public interest in open and accessible court proceedings.

[9] The proposed sealing is as narrow as possible (only those confidential appendices that pose a risk are being sealed) while still achieving the legitimate requirement of protecting the Marketing Process and a potential future sales process, in the interests of all stakeholders. Accordingly, it appropriately balances the open court principle and legitimate commercial requirements for confidentiality. I am satisfied that the proposed Partial Sealing Order is appropriate under the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC requirements. The nature and scope of the Proposed Sealing Order is consistent with the court's practice of granting limited sealing orders in conjunction with the marketing and sale of properties in receivership proceedings.

[10] Order to go in the form signed by me today, with immediate effect and without the necessity of formal entry.

[11] The Receiver's counsel shall submit to the court, together with a copy of this endorsement and the signed order, a sealed envelope containing the three sealed confidential Appendices and request that the sealed envelope be filed, so as to give effect to the Partial Sealing Order contained in paragraphs 8 and 9 of this endorsement.

A handwritten signature in black ink, appearing to read "Kimmel J.", is positioned in the lower right quadrant of the page. The signature is written in a cursive, slightly slanted style.

AVISON
YOUNG

For Sale

by Court-appointed Receiver

6532 & 6544

Winston Churchill Boulevard

Mississauga, ON

1.436 ACRES

WINSTON CHURCHILL BLVD

087

AQUITAINE AVE

1.436 ACRES | RESIDENTIAL LAND

The Property



Property Summary

Property Size	1.436 Acres
Frontage	~283 ft
Official Plan	Residential Low Density II
Zoning	RM3-4 (Permits detached and semi-detached dwellings on a CEC - road)
Legal Description	PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427 CITY OF MISSISSAUGA; AND PCL BLOCK 19-1, SEC 43M932; BLK 19, PL 43M932
PINs	132430269 & 132430378

Exceptional 088
development site in a prime location.

Introduction

Avison Young has been retained on an exclusive basis by RSM Canada Limited, in its capacity of Court-appointed Receiver, to offer for sale 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "Property"). The Property presents a rare opportunity to acquire a 1.436 acre infill residential development site, situated on a major thoroughfare in the Meadowvale West neighbourhood of Mississauga.

The site is zoned for residential uses specifically detached and semi-detached homes. In 2019 the owner submitted an application for a development of 15 detached dwellings in a condo style complex ranging in size from 3,165 sf to 4,817 sf. The application is subject to final approvals from the City.

The Property shall be sold free and clear from any legal or equitable claims against the Property, including any prior sale agreements.

The Property is located in Meadowvale West in Mississauga, across from the area's largest shopping centre, Meadowvale Town Centre. The neighbourhood is primarily residential with industrial nodes to the north and east. The neighbourhood is bordered by Highway 401 to the north and Highway 407 to the west.

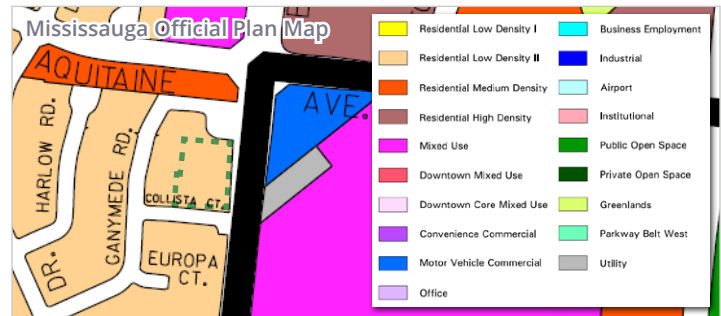


Land Use

Official Plan - Residential Low Density II

Permitted Uses:

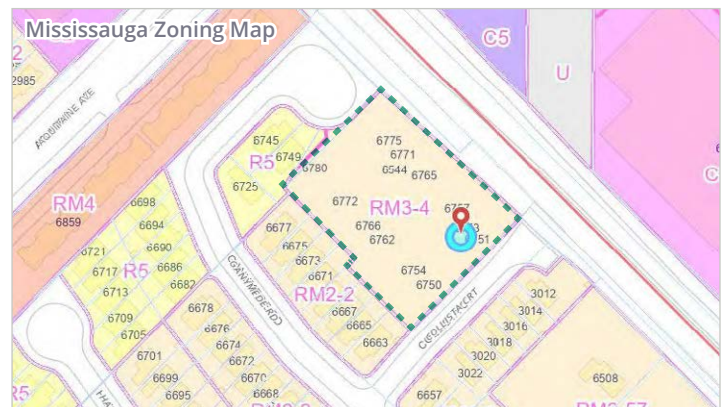
- Detached dwelling;
- Semi-detached dwelling;
- Duplex dwelling; and
- Triplexes, street townhouses and other forms of low-rise dwellings with individual frontages



Zoning - RM3-4

In a RM3-4 zone the permitted uses are:

Semi-Detached and Detached Dwellings on a CEC- road



Regulations:

- 4.9.2.4.2 Minimum rear yard for semi-detached on CEC - corner lot 6.5 m
- 4.9.2.4.3 Minimum setback of a dwelling unit to a CEC - visitor parking space 2.8 m
- 4.9.2.4.4 Minimum setback of a dwelling unit to a CEC - amenity area 1.2 m
- 4.9.2.4.5 Minimum number of CEC - visitor parking spaces to be provided within the common element area 2
- 4.9.2.4.6 Maximum driveway width for semi-detached 5.2 m
- 4.9.2.4.7 Maximum driveway width for detached dwellings 5.6 m



City of Mississauga Official Plan Land Use Designations



City of Mississauga RM3 Zoning

Further details regarding the proposed development are included in Avison Young's data room and will be made available upon submission of the executed confidentiality agreement.

The Location

Appealing residential neighbourhood,
rich in amenities.

090

Lisgar
Station



The Property

Plum Tree Park Public School

St. Therese of the Child Jesus School

St. John of the Cross School

Meadowvale Secondary School

Our Lady of Mt Carmel Secondary School

Travel Times



4 Mins
Highway 400

5 Mins
Highway 407

6 Mins
SmartCentres Meadowvale

7 Mins
Highway 403

9 Mins
Heartland Town Centre

12 Mins
Square One Shopping Centre

18 Mins
Pearson International Airport

30 Mins
Downtown Toronto



HWY 401



HWY 407

MEADOWVALE TOWN CENTRE

metro 

SHOPPERS DRUG MART 

LCBO BEER STORE

Mississauga Transit Buses

10	13	38	39	42	43	44	45
45A	46	48	87	90	109		

... Middle School



Plowman's Park Public School



Settlers Green Public School



WINSTON CHURCHILL BLVD

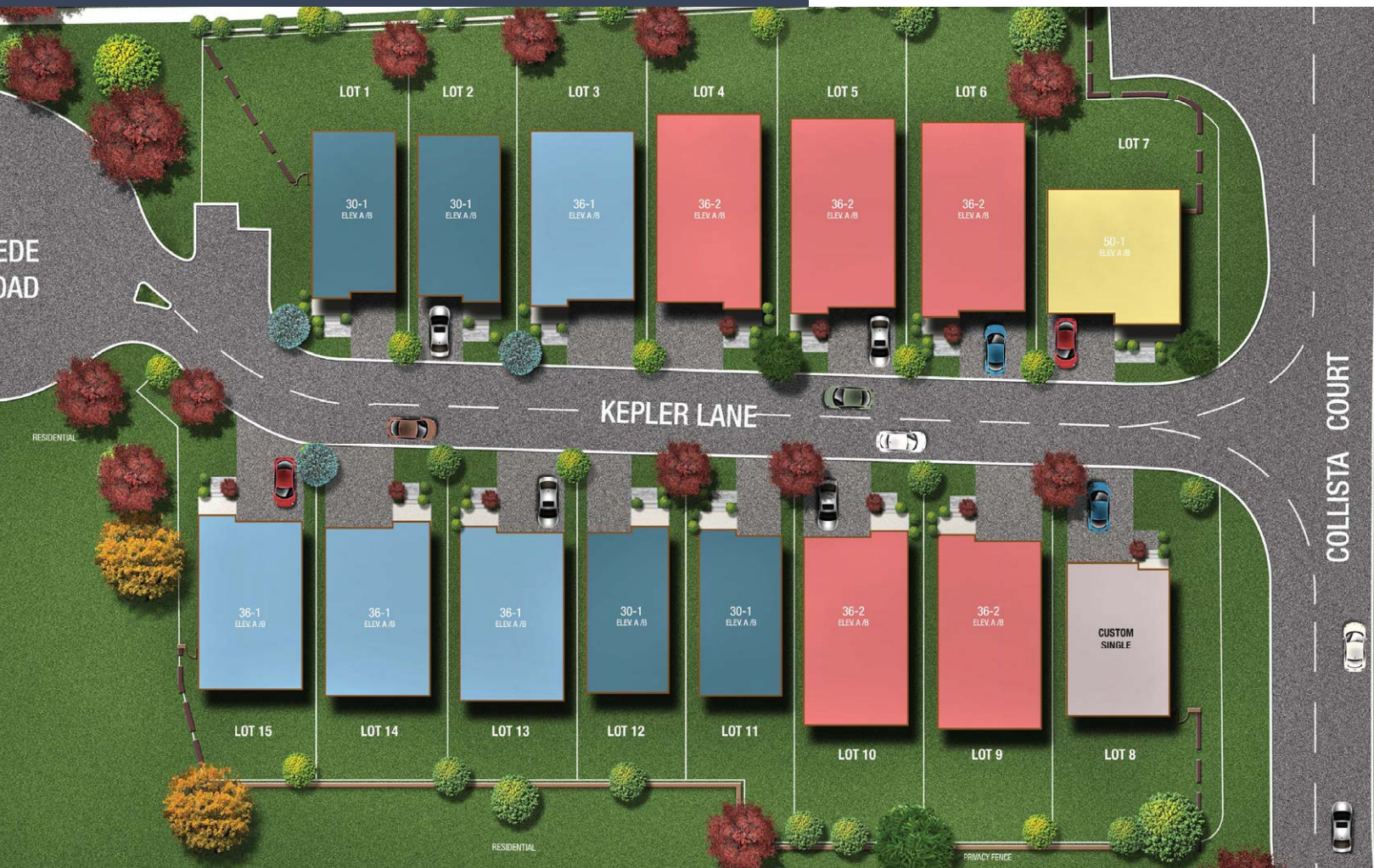
Millers Grove Public School



Proposed Development

The current owner of the property submitted a development application to build 15 detached single family homes on the site, each with 4-5 bedrooms and 5-6 washrooms, all in a condominium style complex.

The development application is subject to final approvals from the City.



Development Breakdown

Unit Name	Building Area
The Pearl (A)	3,197 sf
The Pearl (B)	3,165 sf
The Emerald (A)	4,236 sf
The Emerald (B)	4,206 sf
The Diamond (A)	4,817 sf
The Diamond (B)	4,799 sf
The Sapphire (A)	3,993 sf
The Sapphire (B)	4,022 sf

Square footages include finished basement space

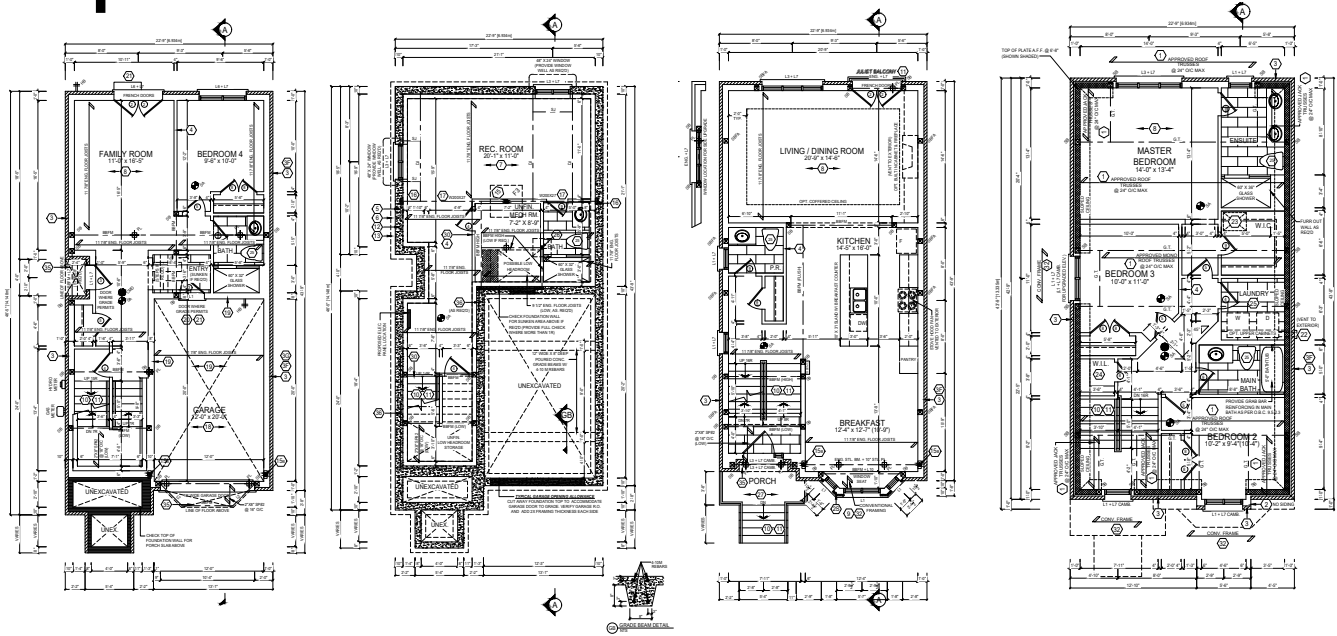
Proposed Development Highlights

15
detached homes

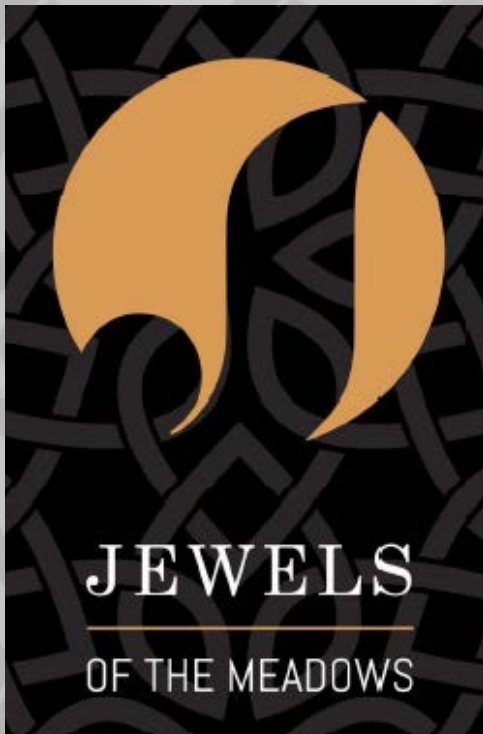
3,165 sf - 4,817 sf
size range

4
Unit Types

Sample Floor Plan - The Pearl



Sample Models



The Pearl



The Emerald



The Diamond



The Sapphire



For Sale

by Court-appointed Receiver

6532 & 6544

Winston Churchill Boulevard

Mississauga, ON

For more information please contact
the listing agents:

Kelly Avison, AACI

Principal, Broker

+1 416 673 4030

kelly.avison@avisonyoung.com

Ben Sykes, SIOR

Principal, Sales Representative

+1 905 283 2324

ben.sykes@avisonyoung.com

Price

The Property is being offered on an unpriced basis.

Bids & Form of Offer

All offers MUST be submitted on the Receiver's form of Asset Purchase Agreement ("APA"), available in the data room. Offer/bids must indicate the names of the ultimate beneficial owners and their respective interests. Prospective purchasers should note that the Vendor is under no obligation to respond to or accept any APA. The Vendor reserves the right to remove the Offering from the market and to alter the offering process described above and timing thereof, at its sole discretion.

Bid Date

Offers to purchase must be submitted to the Listing Agents on or before the bid date of May 12th, 2022 at 5:00 pm EST.

All bids MUST be on the Receiver's form of APA and MUST include the following at time of submission:

- A deposit in the amount of ten percent (10%) of the purchase price – by bank draft or wire transfer payable to the Receiver's solicitor, in trust.
- Evidence of funds from the Buyer's financial institution(s), confirming the party has the financial wherewithal to complete the transaction.

Data Room

Detailed information has been assembled by Avison Young and is available to prospective purchasers. Access to the electronic data room will be provided upon receipt of an executed confidentiality agreement.

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**AVISON
YOUNG**

**CANADA
BEST
MANAGED
COMPANIES**

Platinum member

GLOBE AD

Published in the Globe and Mail on April 21 and 26, 2022



1.436 acre infill residential development site

For sale by Court-appointed Receiver



6532 & 6544 Winston Churchill Boulevard, Mississauga

- 1.436 acre infill residential development site
- Zoned for residential - detached and semi-detached homes
- Application submitted for development of 15 detached dwellings
- Near Meadowvale GO station and highways 401 and 407
- Bid date - May 12th, 2022 at 5:00 pm EST

Get in touch with the listing team


Kelly Avison¹, AACI
Principal
416 673 4030
kelly.avison@avisonyoung.com

Ben Sykes², SIOR
Principal
905 283 2324
ben.sykes@avisonyoung.com

avisonyoung.ca

¹Broker, ²Sales representative
Avison Young
Commercial Real Estate Services, LP, Brokerage

Toronto MLS posted on 8th April 2022.

	<p>6532* Winston Churchill Blvd Mississauga Ontario L5N 3W4 Mississauga Meadowvale Peel SPIS: N For: Sale Taxes: \$19,795.50 / 2021 / Annual Last Status: New Legal: Part Lot 9 Concession 11 (New Survey) Trafalgar** DOM: 0</p>	<p>List: \$1.00 For Sale</p>
<p>Land Occup: Vacant Lse Term Mnths: / Designated Freestanding: SPIS: N Holdover: 120 Residential Franchise: Com Cndo Fee: Dir/Cross St: Winston Churchill & Aquitaine</p>	<p>MLS#: W5570293 Sellers: Rsm Canada Limited Solely In Its Capacity As Court-Appointed*** Contact After Exp: Possession Date: 6/01/2022 Possession Remarks: 30 Days/Tdc PIN#: ARN#:</p>	
<p>Total Area: 1.43 Acres Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: Rm3-4 Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: Heat: Phys Hdcp-Eqp:</p>	<p>Survey: Lot/Bldg/Unit/Dim: 282 x 236 Feet Lot Lot Irreg: 1.436 Acres Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm Avail A/C: Utilities: Y Garage Type: Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:</p>	<p>Soil Test: Out Storage: Rail: Crane: Basement: Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infil: Public Transit</p>
<p>Bus/Bldg Name: Actual/Estimated: Taxes: Insur: Mgmt: Maint:</p>	<p>Heat: Hydro: Water: Other:</p>	<p>For Year: Financial Stmt: Gross Inc/Sales: -Vacancy Allow: -Operating Exp: =NetIncB4Debt: EstValueInv At Cost: Com Area Upcharge: % Rent:</p>
<p>Client Remks: Rarely Offered, Residential Infill Development Site For Sale In Meadowvale, Proposed For 15 Detached, Single Family Homes. Court Appointed Receivership Sale, Offered On An Unpriced Basis. Bids Due On May 12th, 2022 By 5:00 Pm, And Must Be On Receiver's Form Of Offer. Further Details And Access To Data Room Require Parties To Execute Nda. *Address: 6544 Winston Churchill Blvd. **Legal Desc1: Designated As , Plan 43R37427 Extras: **Legal Desc2: And Pcl Block 19-1, Sec 43M932; Blk 19, Pl 43M932, City Of Mississauga. ***Seller Name: Receiver 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario With No Personal Or Corporate Liability. Brkage Remks: All Parties Are Required To Execute Nda For Data Room Access And Vendor's Form Of Apa. Fees Only Paid Upon Successful Clos And Approval Of Court. Commission To Co-Op Broker Is "Over Ride" Fee (Is Separate And In Addition To Commissions To Lb).</p>		
<p>AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, BROKERAGE Ph: 905-712-2100 Fax: 905-712-2937 77 City Centre Dr Suite 301 Mississauga L5B1M5 BEN SYKES, Salesperson 416-673-4030 KELLY JOHN AVISON, Broker 416-903-5340 Contract Date: 4/08/2022 Condition: Ad: Y Expiry Date: 8/31/2022 Cond Expiry: Escape:</p>		

City of Mississauga
 300 City Centre Drive
 MISSISSAUGA ON L5B 3C1
 Tel: 3-1-1 or 905-615-4311*
 Fax: 905-615-3532
 www.mississauga.ca/tax



Tax Certificate

No: 183039 Fee Paid: \$55.00
 Date: June 2, 2022
 Roll No: 05-15-0-081-05500-0000
 Location: 0 GANYMEDE RD
 Description: PL M932 BLK 19
 Owner: IDEAL WC DEVELOPMENTS INC
 Order Id: 1000293187

*outside city limits

RAMA CHAYANAM
 rchayanam@garfinkle.com

Levy Information

Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2022		240.63					240.63
2021		232.89					232.89

Tax Information

***Future Instalments**

Year	Tax Owing	Pen/Int Owing	Total Owing	Date	Amount
2022	247.63	4.39	252.02	July 7, 2022	42.63
2021	246.89	39.11	286.00	August 4, 2022	41.00
2020	89.16	19.98	109.14	September 1, 2022	41.00
2019 & Prior				*included in total owing	
Sub Total	583.68	63.48	647.16		
Tax Loans			0.00		
Total	583.68	63.48	647.16		

Additional Information

Property has assessment for LAND ONLY in 2022.

This Information is provided for your convenience only and it does not form part of the certificate.

Collection Activity

This statement is a downloaded version of data stored on the City's database. This data, referenced by the Certificate No. identified above, is certified by the Treasurer as an accurate representation of all arrears of taxes against the lands described hereon, and proceedings have (not) been commenced under Part XI of the Municipal Act, 2001, S. O. 2001, c. 25, as amended. Subsequent additional levies for the current year or prior years under the provisions of the Assessment Act, as amended, the Municipal Act, as amended, or other statutes, including those resulting from assessment reconsiderations and appeals, tax appeals pursuant to Part X of the Municipal Act, 2001, S.O. 2001, c.25, as amended, and adjustments pursuant to Part IX of the Municipal Act, 2001, S.O. 2001, c.25, as amended, which may be billed in future years, are not included. E. & O.E.

City of Mississauga
 300 City Centre Drive
 MISSISSAUGA ON L5B 3C1
 Tel: 3-1-1 or 905-615-4311*
 Fax: 905-615-3532
 www.mississauga.ca/tax



Tax Certificate

No: 183038 Fee Paid: \$55.00

Date: June 2, 2022

Roll No: 05-15-0-080-00113-0000

Location: 6532 WINSTON CHURCHILL BLVD

Description: CON 11 NS PT LT 9 AND RP 20R1659 PT 3

Owner: IDEAL (WC) DEVELOPMENTS INC

Order Id: 1000293185

*outside city limits

RAMA CHAYANAM
 rchayanam@garfinkle.com

Levy Information

Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2022		20,212.42					20,212.42
2021		19,562.61					19,562.61

Tax Information

***Future Instalments**

Year	Tax Owing	Pen/Int Owing	Total Owing	Date	Amount
2022	20,219.42	366.79	20,586.21	July 7, 2022	3,477.42
2021	19,576.61	3,168.53	22,745.14	August 4, 2022	3,477.00
2020	6,194.50	1,393.74	7,588.24	September 1, 2022	3,477.00
2019 & Prior				*included in total owing	
Sub Total	45,990.53	4,929.06	50,919.59		
Tax Loans			0.00		
Total	45,990.53	4,929.06	50,919.59		

Additional Information

Property has assessment for LAND ONLY in 2022.

This Information is provided for your convenience only and it does not form part of the certificate.

Collection Activity

This statement is a downloaded version of data stored on the City's database. This data, referenced by the Certificate No. identified above, is certified by the Treasurer as an accurate representation of all arrears of taxes against the lands described hereon, and proceedings have (not) been commenced under Part XI of the Municipal Act, 2001, S. O. 2001, c. 25, as amended. Subsequent additional levies for the current year or prior years under the provisions of the Assessment Act, as amended, the Municipal Act, as amended, or other statutes, including those resulting from assessment reconsiderations and appeals, tax appeals pursuant to Part X of the Municipal Act, 2001, S.O. 2001, c.25, as amended, and adjustments pursuant to Part IX of the Municipal Act, 2001, S.O. 2001, c.25, as amended, which may be billed in future years, are not included. E. & O.E.



Mortgage Statement as of July 11, 2022

Empirical Capital Corp. loan to Ideal (WC) Developments Inc.
with respect to 6544 Winston Churchill Boulevard, Mississauga, Ontario

	TOTAL 12%
Loan Principal \$	5,573,625.00
Interest Due from July 02, 2021 to August 01, 2021	55,736.25
Interest Due from August 02, 2021 to September 01, 2021	56,293.61
Interest Due from September 02, 2021 to October 01, 2021	56,856.55
Interest Due from October 02, 2021 to November 01, 2021	57,425.11
Interest Due from November 02, 2021 to December 01, 2021	57,999.37
Interest Due from December 02, 2021 to January 01, 2022	58,579.36
Interest Due from January 02, 2022 to February 01, 2022	59,165.15
Interest Due from February 02, 2022 to March 01, 2022	59,756.80
Interest Due from March 02, 2022 to April 01, 2022	60,354.37
Interest Due from April 02, 2022 to May 01, 2022	60,957.92
Interest Due from May 02, 2022 to June 01, 2022 inclusive	61,567.49
Interest Due from June 02, 2022 to July 01, 2022 inclusive	62,183.17
Interest Due from July 2, 2022 to July 11, 2022 inclusive	20,648.22
Legal fees re Default	46,832.29
Receivership costs per RSM Canada Limited	<u>20,000.00</u>
Subtotal	6,367,980.67
Two months Interest per Forbearance Agreement dated April 22, 2021	111,472.50
Forbearance fee due September 02, 2021 per Forbearance Agreement dated April 22, 2021	41,802.00
Forbearance fee per Forbearance Agreement October 20, 2021	20,000.00
Title search fee	270.59
Annual review fees (4 years x \$500 per annum)	2,000.00
Default letter fee	750.00
NSF fees (7 x \$350 per occurrence)	2,450.00
Bank processing fee	500.00
Mortgage statement fee	<u>350.00</u>
TOTAL * \$	<u>6,547,575.76</u>

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

Interim Statement of Receipts and Disbursements
For the period January 11, 2022 to June 8, 2022

Receipts		
Advance from Secured Lender (1)	\$	20,000
Total Receipts	\$	<u>20,000</u>
Disbursements		
Insurance	\$	4,200
OSB fee/Ascend license		348
Security/site inspections		3,469
Miscellaneous		90
HST/PST Paid		834
Total Disbursements	\$	<u>8,941</u>
Excess of Receipts over Disbursements	\$	<u><u>11,059</u></u>

Notes:

- (1) Funding advanced by the secured lender, Empirical Capital Corp., secured by Receiver Certificates No. 1 and 2.

This Appendix forms part of the Second Report of the Receiver dated June 9, 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 June 7, 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 incurred by the Receiver in respect of these proceedings for the period March 1, 2022 to May 31, 2022 (the "Period"). The total fees charged for the Period are \$59,269.00 plus HST of \$7,704.98 for a total of \$66,973.98. The average hourly rate charged during the Period was \$545.76.

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 June 7, 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 7th DAY OF JUNE, 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.

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 April 7, 2022

Client File 8363973
Invoice 3
No. 6617441

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 March 1, 2022 to March 31, 2022.

Date	Professional	Description
3/1/2022	Brenda Wong	Update draft statement of receipts and disbursements; update draft report and appendices; review summary of activities; update fee affidavit; finalize appendices and send to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland").
3/1/2022	Daniel Weisz	Review final legal opinion on security; review the Receiver's interim statement of receipts and disbursements and update same; review summary of activities and update; prepare and email lender update; review draft fee affidavit and swear same; review, update and finalize the Receiver's First Report to the Court and email to J. Larry re same.
3/2/2022	Brenda Wong	Review invoice and prepare cheque requisition for payment; upload confidential report appendices to shared workspace and send invite to Paliare Roland.
3/2/2022	Daniel Weisz	Review draft notice of motion and court order and email to J. Larry re same; review issued motion record; exchange mails with A. Strahl of Empirical Capital Corp. ("Empirical").
3/3/2022	Daniel Weisz	Review email from J. Larry re letter from A. Herschorn and email to J. Larry re same; email to F. Wang re motion record served.
3/7/2022	Daniel Weisz	Process electronic payment; review updated draft order to be sought on March 22 and exchange emails with J. Larry re same.
3/8/2022	Brenda Wong	Review information provided by Ideal (WC) Developments Inc. ("Ideal" or the "Debtor") for property information to be shared with Avison Young ("Avison") for its data room or marketing purposes and upload to shared workspace; discussion with D. Weisz re information to be provided to Avison and send email and invites to Avison re same.

Date	Professional	Description
3/8/2022	Daniel Weisz	Review information to be forwarded to Avison and discussion with B. Wong re same; review email from A. Herschorn; review email exchange between B. Wong and B. Sykes of Avison; discussion with a home buyer.
3/10/2022	Brenda Wong	Respond to email inquiry re sale of the property; review email from J. Larry and call with J. Larry and D. Weisz re same.
3/10/2022	Daniel Weisz	Discussion with W. Greenspoon-Soer of Garfinkle Biderman LLP ("Garfinkle") re the status of the receivership; conference call with J. Larry and B. Wong re the draft order being sought and comments received; review email from F. Wang and respond thereto.
3/11/2022	Daniel Weisz	Review updated draft order; discussion with J. Larry re same; email to Avison and review response; email to J. Larry re draft order; email to W. Greenspoon-Soer re draft order; review email to A. Herschorn.
3/14/2022	Brenda Wong	Review Avison draft marketing materials and discussion with D. Weisz re same; emails with Avison re scheduling call; review and respond to email from Moreau Property Services ("Moreau"); review fence rental invoice for February and send follow up email re outstanding January invoice.
3/14/2022	Daniel Weisz	Review draft marketing materials and email to B. Wong re same; discussion with B. Wong re same; review file and email to B. Mestel of Garfinkle.
3/15/2022	Brenda Wong	Review draft factum; review changes to Agreement of Purchase and Sale ("APS"); call with K. Avison of Avison and D. Weisz re marketing materials; review reports provided by Ideal and emails to D. Weisz and J. Larry re same.
3/15/2022	Echa Odeh	File HST return for January and February 2022.
3/15/2022	Daniel Weisz	Review draft factum and provide comments to Paliare Roland; prepare for and attend call with K. Avison and B. Wong to discuss the marketing process including draft documents; review updated factum and email to Paliare Roland re same.
3/16/2022	Brenda Wong	Review email from fence rental company and update cheque requisition; review revised marketing materials; review emails re affidavit filed by home buyer; review email from Gowling WLG ("Gowling") re stalking horse bid; call with D. Weisz and W. Greenspoon-Soer re affidavit and stalking horse bid; call with D. Rosenbluth of Paliare Roland, W. Greenspoon-Soer and D. Weisz re affidavit and stalking horse bid.
3/16/2022	Daniel Weisz	Process electronic payment; review affidavit of L. Imran; review email exchange between S. Rosen and W. Greenspoon-Soer and email to Paliare Roland regarding same; conference call with B. Wong and W. Greenspoon-Soer; discussion with a home buyer and email to Paliare Roland regarding same; subsequent discussion with a home buyer; discussion J. Larry; conference call with D. Rosenbluth, W. Greenspoon-Soer and B. Wong; review updated marketing materials from Avison and email to B. Wong re same; review amendments to draft factum and email to D. Rosenbluth re same.
3/17/2022	Brenda Wong	Email Paliare Roland and Garfinkle re draft marketing materials; review email correspondence; respond to email from prospective purchaser; email to Avison re marketing materials; review email re changes to APS.
3/17/2022	Daniel Weisz	Review revised APS and email to B. Mestel re same; review email correspondence with Avison; review email re discussion with S. White;

Date	Professional	Description
		discussion with C. Prophet of Gowling and email to W. Greenspoon-Soer and Paliare Roland re same.
3/18/2022	Daniel Weisz	Review email re request from J. Hamilton, review files and email to W. Greenspoon-Soer re same; prepare for and attend conference call with J. Larry, D. Rosenbluth, W. Greenspoon-Soer, B. Tannenbaum and B. Wong to discuss the status of the receivership; preliminary review of email from Gowling enclosing stalking horse offer and email to counsel regarding same.
3/18/2022	Brenda Wong	Review email correspondence; update call with D. Weisz, B. Tannenbaum, Garfinkle and Paliare Roland; review offer from second/third mortgagee.
3/18/2022	Bryan Tannenbaum	Attend call with counsel and D. Weisz regarding upcoming Court hearing; review of stalking horse offer and several emails re same.
3/18/2022	Anne Baptiste	Post disbursements.
3/19/2022	Daniel Weisz	Discussion with J. Larry re various matters.
3/21/2022	Brenda Wong	Review email correspondence re stalking horse offer received and draft APS.
3/22/2022	Daniel Weisz	Prepare for and attend Court hearing re Receiver's application; subsequent discussions with B. Wong, J. Larry, B. Tannenbaum and W. Greenspoon-Soer.
3/22/2022	Brenda Wong	Review emails and discuss with D. Weisz re court application; email to Avison re outcome of court application and listing agreement.
3/23/2022	Daniel Weisz	Review and update lender update, finalize and send; review court order and endorsement; email to C. Prophet and S. Rosen re same; email to service list re marketing process; email to J. Larry re second and third mortgagees' security.
3/23/2022	Brenda Wong	Review March 22 Endorsement; arrange for execution of listing agreement and send to Avison; respond to emails from prospective purchasers re contact information for Avison; call and emails with K. Avison re signage; prepare draft lender update; emails with D. Weisz re prospective purchasers and send additional contact to Avison.
3/24/2022	Brenda Wong	Email Moreau re padlock key to be sent to Avison; discussion with Moreau and emails with Moreau and Avison re same; review Canada Revenue Agency ("CRA") correspondence and discussion with CRA re its audit of the RT0001 account, draft response to CRA.
3/24/2022	Echa Odeh	Update HST tracking spreadsheet.
3/25/2022	Anne Baptiste	Prepare bank reconciliation.
3/29/2022	Daniel Weisz	Discussion with A. Strahl re the marketing process; review eblast received from Avison and email to Empirical regarding same.
3/29/2022	Brenda Wong	Review email from Moreau and send update to Avison re padlocks on the fence; return call from home buyer; review and respond to Moreau email re February invoice.
3/30/2022	Brenda Wong	Review and respond to Moreau email re March invoice; review invoices and prepare cheque requisitions for payment processing; review MLS listing agreement and data sheet.
3/31/2022	Brenda Wong	Review updated MLS form, make additional edits and send to D. Weisz for review.

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
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.1	\$625	\$ 62.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	22.6	\$ 595	13,447.00
Brenda Wong, CIRP, LIT	Senior Manager	11.1	\$ 485	5,383.50
Echa Odeh	Senior Manager	0.4	\$ 250	100.00
Anne Baptiste	Estate Administrator	0.4	\$ 110	44.00
Total hours and professional fees		<u>34.6</u>		\$ 19,037.00
HST @ 13%				2,474.81
Total payable				\$ 21,511.81

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.



GST/HST: 80784 1440 RT 0001

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 May 9, 2022**Client File** 8363973**Invoice** 4**No.** 6674617

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 April 1, 2022 to April 30, 2022.

Date	Professional	Description
4/4/2022	Brenda Wong	Respond to email from prospective purchaser; review summary of activities; email to Avison Young ("Avison") re placing an advertisement in Insolvency Insider and review draft of same.
4/4/2022	Daniel Weisz	Review emails; process electronic payments.
4/4/2022	Daniel Weisz	Exchange emails with F. Wang re sales process.
4/5/2022	Brenda Wong	Review email correspondence from second mortgagee and Avison; review D. Weisz changes to MLS forms; review emails re changes to Agreement of Purchase and Sale ("APS"); emails with D. Weisz re Insolvency Insider advertisement; prepare pdf and blacklined copies of APS and send to Avison; email to Avison re revised wording for Insolvency Insider advertisement.
4/5/2022	Daniel Weisz	Review draft MLS listing agreement and email to counsel re same; discussion with B. Wong re status of the receivership administration; review updated APS and email to B. Mestel of Garfinkle Biderman LLP regarding same; discussion with B. Wong re APS; exchange emails with J. Larry of Paliare Roland Rosenberg Rothstein LLP re following up with counsel to the second and third mortgagees; review draft advertisement to be placed in Insolvency Insider and email to B. Wong regarding same; review comments re MLS agreement and email to Avison.
4/6/2022	Brenda Wong	Emails with Avison re changes to advertisement and email to Insolvency Insider to place ad.
4/6/2022	Daniel Weisz	Review emails re Insolvency Insider advertisement; review Avison executed MLS agreement and sign acknowledgement; email to K. Avison of Avison re same.
4/7/2022	Brenda Wong	Review email from Insolvency Insider; review summary of activities and prepare draft affidavit of fees for Receiver's second report to the Court.

Date	Professional	Description
4/7/2022	Daniel Weisz	Review email from S. Rosen of Gowling WLG (Canada) LLP ("Gowling"); review summary of activities and update; review of emails.
4/8/2022	Daniel Weisz	Preliminary review of information provided by S. Rosen and email to J. Larry re same.
4/11/2022	Anne Baptiste	Post disbursements.
4/11/2022	Daniel Weisz	Review documents and prepare for call with J. Larry; attend call with F. Wang; discussion with J. Larry.
4/12/2022	Anne Baptiste	Prepare bank reconciliation.
4/12/2022	Brenda Wong	Discuss with D. Weisz security documents received from Gowling and his communications with F. Wang.
4/12/2022	Daniel Weisz	Discussion with B. Wong re information provided by S. Rosen; review draft email from J. Larry and email to J. Larry re same; review information request from F. Wang and reply thereto; review email from J. Larry and reply; exchange emails with K. Avison.
4/13/2022	Daniel Weisz	Review email from J. Larry and reply thereto; process electronic payment.
4/13/2022	Anne Baptiste	Post disbursement.
4/14/2022	Daniel Weisz	Review additional information provided by S. Rosen; discussion with B. Wong re same; email to J. Larry re same; review Avison marketing progress report and exchange emails with K. Avison.
4/14/2022	Brenda Wong	Review email response and loan documents provided by S. Rosen and discuss with D. Weisz; review Avison progress report; start drafting Receiver's second report to the Court.
4/18/2022	Brenda Wong	Review emails from F. Wang re request for additional information and access to the Property; emails with D. Weisz re same; continue drafting second report; email to Ideal (WC) Developments Inc. ("Ideal" or the "Debtor") to request information; email to F. Wang re proposed testing; emails with Moreau Property Services ("Moreau") re site visit this week; emails with Avison and F. Wang re site visit; discussion with D. Weisz and J. Larry re second and third mortgages.
4/18/2022	Daniel Weisz	Review and exchange emails with F. Wang re access to the Property and exchange emails with B. Wong and J. Larry re same; discussion with B. Wong re request for attendance at the Property; prepare for and attend conference call with B. Wong and J. Larry to discuss information provided by S. Rosen.
4/19/2022	Brenda Wong	Review and respond to email from J. Hamilton of Friedmans re information request; review and respond to email from J. Xu re Phase II environmental site assessment ("ESA") and email to Ideal re same; prepare draft response to S. Rosen re follow-up questions on the 2nd and 3rd mortgages and email to D. Weisz and J. Larry re same; review additional information provided by Ideal re the site plan application; discussion with D. Weisz and K. Avison re emails from J. Xu; review emails from J. Xu and F. Wang, emails with D. Weisz and J. Larry re same.
4/19/2022	Daniel Weisz	Review emails between K. Avison and J. Xu; discussion with B. Wong; conference call with K. Avison and B. Wong; review information from B. Sykes of Avison; review drafts of email to J. Xu and email to B. Wong re same;

Date	Professional	Description
		review draft response to S. Rosen and email to B. Wong re same; review email from F. Wang, discussion with B. Wong and email to J. Larry; review subsequent email from F. Wang and proposed response thereto; email to B. Wong re same; review email from F. Wang.
4/20/2022	Daniel Weisz	Review and update report to court; review of various documents; email to J. Larry; discussion with B. Wong re documents to be forwarded to Avison; review emails re information posted to data room.
4/20/2022	Brenda Wong	Email Ideal re request from prospective purchaser; upload documents provided by Ideal to RSM shared folder and email to Avison re information to be added to the data room; review changes to draft report.
4/22/2022	Daniel Weisz	Review and respond to email from home buyer re addition to service list.
4/25/2022	Brenda Wong	Send follow-up email to Ideal re company contact for questions; review email from prospective purchaser re certain files and send email to Ideal to request copies of same; download information received from Ideal, upload to RSM shared folder and email Avison re same; emails with Avison re information provided and discussion with D. Weisz re same.
4/25/2022	Daniel Weisz	Review emails re information enquiries; discussion with B. Wong re same; review draft email and email to B. Wong re same.
4/25/2022	Echa Odeh	Calculate HST amounts and phone call with Canada Revenue Agency ("CRA") regarding filing requirements.
4/26/2022	Daniel Weisz	Review email from J. Larry re the data room.
4/26/2022	Brenda Wong	Review changes to draft email to F. Wang, finalize and send to J. Larry for comments.
4/27/2022	Brenda Wong	Review email from J. Larry re documents for the data room, discuss with D. Weisz and email to K. Avison re same; email to F. Wang re prior request; review email from Avison re draft disclaimer re data room, review D. Weisz changes and emails with J. Larry re same; send revised disclaimer to Avison; email to F. Wang re additional documents posted to data room.
4/27/2022	Daniel Weisz	Review emails re data room and email to B. Wong re same.
4/28/2022	Brenda Wong	Prepare documents for second report appendices; prepare update for Receiver's webpage; call with D. Weisz and J. Larry re land title registrations; review Moreau Property Services invoice and submit for payment.
4/28/2022	Echa Odeh	Phone call with CRA regarding HST refunds and filings.
4/28/2022	Daniel Weisz	Prepare for and attend call with B. Wong and J. Larry re various matters; subsequent discussion with B. Wong; review email from Gowling and reply thereto; review marketing update report from Avison and email to K. Avison re same.
4/29/2022	Daniel Weisz	Process electronic payment.
4/29/2022	Anne Baptiste	Post disbursement.
		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.

May 9, 2022
 Invoice 4
 Page 4

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	19.7	\$ 595	\$ 11,721.50
Brenda Wong, CIRP, LIT	Senior Manager	13.4	\$ 485	6,499.00
Echa Odeh	Senior Manager	0.4	\$ 250	100.00
Anne Baptiste	Estate Administrator	0.7	\$ 110	77.00
Total hours and professional fees		<u>34.2</u>		\$ 18,397.50
HST @ 13%				2,391.68
Total payable				\$ 20,789.18

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

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 June 3, 2022**Client File** 8363973**Invoice** 5**No.** 6694307

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 May 1, 2022 to May 31, 2022.

Date	Professional	Description
5/2/2022	Daniel Weisz	Review email from A. Strahl and respond thereto.
5/3/2022	Daniel Weisz	Review draft interim statement of receipts and disbursements ("Interim SRD") and E. Odeh on same.
5/3/2022	Echa Odeh	Prepare Interim SRD.
5/4/2022	Echa Odeh	Make amendments to Interim SRD.
5/5/2022	Daniel Weisz	Confirm advance from Empirical Capital Corp. ("Empirical") received; prepare Receiver Certificate #2 and email to Empirical re same; email to J. Larry of Paliare Roland Rosenberg Rothstein LLP re status of information requested; review summary of activities.
5/5/2022	Echa Odeh	Prepare receipt processing form re funds advanced from Empirical.
5/6/2022	Daniel Weisz	Review information provided by Gowling WLG (Canada) LLP ("Gowling") and exchange emails with J. Larry re same.
5/7/2022	Anne Baptiste	Prepare bank reconciliation.
5/9/2022	Brenda Wong	Review email from S. Rosen of Gowling and information provided, review D. Weisz email and discuss information provided and outstanding; call with J. Larry and D. Weisz re information provided by S. Rosen; review mortgage statements re second and third mortgages and calculation of outstanding balances.
5/9/2022	Daniel Weisz	Prepare for and attend call with B. Wong re information provided by S. Rosen; subsequent conference call with J. Larry and B. Wong; review emails from K. Avison of Avison Young ("Avison") and respond thereto; review Avison progress marketing report; review interest calculation re amounts claimed by mortgagees.

Date	Professional	Description
5/10/2022	Brenda Wong	Review and make edits to J. Larry draft email to S. Rosen, review D. Weisz changes and forward to J. Larry, review J. Larry email to S. Rosen.
5/10/2022	Daniel Weisz	Review draft J. Larry email and email to B. Wong re same; review J. Larry email to S. Rosen; review email from F. Wang and respond thereto.
5/10/2022	Echa Odeh	File March and April HST returns.
5/11/2022	Daniel Weisz	Discussion with K. Avison re status of the sale process; email to Garfinkle Biderman LLP ("Garfinkle") re wire instructions required.
5/12/2022	Brenda Wong	Review emails re amount outstanding under the first mortgage and offers; review credit bid received; review fence rental invoice and submit for payment.
5/12/2022	Daniel Weisz	Exchange emails with D. Strahl; discussion with W. Greenspoon-Soer of Garfinkle; review summary of offers received; exchange emails regarding same.
5/13/2022	Brenda Wong	Review emails re offers received and Empirical mortgage statement; discussion with D. Weisz re status of offers.
5/13/2022	Daniel Weisz	Process electronic payment; review offer summary sheet and preliminary review of offers; exchange emails with B. Mestel of Garfinkle re deposits received; prepare schedule comparing offers; discussion with J. Larry; discussion with V. Xie of Empirical and follow up email re information requested; conference call with J. Larry and K. Avison to discuss the offers received; discussion with B. Wong re same; review email from C. Prophet of Gowling and reply thereto; review information provided by S. Rosen and email to B. Wong re same.
5/16/2022	Anne Baptiste	Post disbursement.
5/16/2022	Daniel Weisz	Prepare for and attend discussion with B. Wong re documentation provided by Gowling; conference call with J. Larry and B. Wong re same; conference call with C. Prophet, S. Rosen, J. Larry and B. Wong re same; update schedule in preparation for conference call; discussion with K. Avison; discussion with and exchange emails with R. Chayanam of Garfinkle re deposits received; prepare for and attend conference call with representatives of the secured lender, J. Larry, K. Avison B. Sykes and B. Wong; subsequent conference call with J. Larry, K. Avison B. Sykes and B. Wong; subsequent conference call with J. Larry and B. Wong.
5/16/2022	Brenda Wong	Review email from S. Rosen and additional loan documents in respect of the second and third mortgages; review American loan ledger; discussions with D. Weisz and J. Larry re second and third mortgage documents; call with D. Weisz, J. Larry and Gowling re second and third mortgages; review and make edits to offer comparison schedule; call with Empirical, W. Greenspoon-Soer, Avison, D. Weisz and J. Larry to discuss offers.
5/17/2022	Daniel Weisz	Review emails re status of offers.
5/17/2022	Brenda Wong	Review email correspondence; email Ideal (WC) Developments Inc. ("Ideal") to request bank statement.
5/18/2022	Daniel Weisz	Review email from S. Rosen; exchange various emails with J. Larry.
5/18/2022	Brenda Wong	Emails and discussion with E. Odeh re HST status and follow-up with Canada Revenue Agency ("CRA").

Date	Professional	Description
5/19/2022	Daniel Weisz	Review documents in connection with credit bid; email to J. Larry re same; review emails from J. Larry and K. Avison re the status of offers received and respond thereto; review letter of intent and discussion with B. Wong and J. Larry re same; prepare for and attend conference call with representatives of the secured lender and counsel to discuss the status of offers; subsequent exchange of emails re same.
5/19/2022	Brenda Wong	Review emails re additional information sent by S. Rosen; review emails re status of offers; call with D. Weisz and J. Larry re letter of intent; call with representatives of the first mortgagee, J. Larry, and K. Avison re update on status of offers.
5/20/2022	Daniel Weisz	Review deposit wire receipt and exchange emails with B. Mestel; email to secured lender re receipt of additional deposit; exchange emails with J. Larry re agreement of purchase and sale ("APS").
5/24/2022	Echa Odeh	Phone call with CRA regarding HST filings.
5/24/2022	Daniel Weisz	Review and filing of emails; discussion with B. Mestel re APS and exchange emails with B. Mestel; exchange emails with J. Larry; email to Avison re status.
5/24/2022	Brenda Wong	Review emails re sale process; review and respond to emails from Moreau Property Services re site maintenance.
5/25/2022	Daniel Weisz	Discussion with A. Strahl re status of the sales process.
5/26/2022	Daniel Weisz	Review updated APS and email to and discussion with B. Mestel re same; review updated agreement and email to B. Mestel; email to W. Greenspoon-Soer; email to R. Chayanam re return of deposit; review revised documents and discussion with B. Mestel; email to A. Strahl; discussion with D. Strahl; email to Avison. .
5/26/2022	Brenda Wong	Review emails re status of APS; review and respond to email from Ideal re status of the sale process.
5/27/2022	Daniel Weisz	Review email from S. Rosen; conference call with A. Brown of Garfinkle and B. Mestel; discussions with B. Mestel; review email sent and forward to K. Avison; discussion with K. Avison; discussion with D. Strahl; email to J. Larry; review email from counsel to purchaser; discussion with D. Strahl; discussions with B. Mestel; send email; discussion with W. Greenspoon-Soer.
5/30/2022	Daniel Weisz	Review signed offer and email to B. Mestel regarding same; discussions with B. Mestel; email to Empirical regarding status; exchange emails with K. Avison; email to J. Larry re obtaining a court date.
5/30/2022	Brenda Wong	Review and file emails; resend email to Ideal; prepare confidential appendix re sale of the Property.
5/31/2022	Daniel Weisz	Exchange emails with J. Larry re court date; exchange emails re notification of bidders; discussion with B. Mestel; exchange emails with K. Avison; begin review of draft Second Report.
5/31/2022	Brenda Wong	Updating draft Second Report.
		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.

June 3, 2022
 Invoice 5
 Page 4

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	26.6	\$595	\$ 15,827.00
Brenda Wong, CIRP, LIT	Senior Manager	11.7	\$485	5,674.50
Echa Odeh	Senior Manager	1.2	\$250	300.00
Anne Baptiste	Estate Administrator	0.3	\$110	33.00
Total hours and professional fees		<u>39.8</u>		\$ 21,834.50
HST @ 13%				2,838.49
Total payable				\$ 24,672.99

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 7th DAY OF JUNE, 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 March 1, 2022 to May 31, 2022**

Invoice Date	Period	Hours	Fees	HST	Total	Average Hourly Rate
7-Apr-22	March 1 to 31, 2022	34.6	\$ 19,037.00	\$ 2,474.81	\$ 21,511.81	\$ 550.20
9-May-22	April 1 to 30, 2022	34.2	\$ 18,397.50	\$ 2,391.68	\$ 20,789.18	\$ 537.94
3-Jun-22	May 1 to 31, 2022	39.8	\$ 21,834.50	\$ 2,838.49	\$ 24,672.99	\$ 548.61
Total		108.6	\$ 59,269.00	\$ 7,704.98	\$ 66,973.98	\$ 545.76

**EMPIRICAL CAPITAL INC.
Applicant**

-and-

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 invoices attached hereto and marked as Exhibit "A" and "B" (the "Dockets") set out Garfinkle Biderman's fees and

disbursements from February 7, 2022, to May 31st, 2022. The Dockets describe the services provided and the amounts charged by Garfinkle Biderman.

4. The following is a summary of the professional 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	\$650.00/hr	9.40	\$6,110.00
Blair Mestel	\$545.00/hr	17.60	\$9,592.00
Avrom Brown	\$785.00	3.30	\$2,590.50
Total Fees			\$18,292.50
Total Disbursements			\$377.22
Total HST			\$2,417.00
Total			\$21,086.72

5. Inclusive of HST and disbursements, the total amount of the Dockets is \$21,086.72.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 8th day of June 2022



Commissioner for Taking Affidavits



Wendy Greenspoon Soer

This is Exhibit "A" referred to in the Affidavit of Wendy Greenspoon-Soer sworn June 8, 2022.



Commissioner for Taking Affidavits (or as may be)

June 7, 2022

RSM Canada Limited
11 King Street West, Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Daniel Weisz

RE: RSM Canada Limited in its capacity as Court-appointed Receiver of Ideal (WC) Developments Inc.
Properties: 6532 and 6544 Winston Churchill Boulevard, Mississauga, Ontario

ATTENDANCES and all matters relating to the above for the period February 7, 2022 to May 31, 2022.

OUR FEE in all: As detailed on the enclosed printout	\$12,182.50
H.S.T. x 13%	\$1,583.79
Disbursements: As set out on the attached printout	\$ 377.22
H.S.T. x 13%	\$ 38.91
Total Fees	\$12,182.50
Total Disbursements	\$377.22
Total H.S.T.	\$1,622.70
AMOUNT DUE AND OWING	\$14,182.42

This is our Account Herein

GARFINKLE BIDERMAN LLP

Blair Mestel

BM:rc

E. & O. E.

F:\Convey\Docs\12859003.S\Account\cs_acctm.doc

Matter Billing Guide
for Garfinkle Biderman LLP
as at 07 Jun 2022
Filtered by Matter - MAT63949
including Pre-Bill Items



Matter No.:	MAT63949	Client No.:	CNT12813
Matter Name:	Receivership Sale of 6532 and 6544 Winston Churchill Boulevard, Mississauga, Ontario		
Description:	-		
Client:	RSM Canada Limited	Department:	101 - General
Address:	11 King St. W., Suite 700, Box 27 Toronto	Owner:	Blair Mestel (44)
	ON	Current Owner:	Blair Mestel (44)
	M5H4C7	Legacy Ref:	12859003
Att:	-	Date Opened:	04 Feb 22
Client Ref:	-	Fee Schedule:	-
Client Tax No.:	N/A	Invoice Template:	09 - Reduced with Trust and A/R
		Discount:	0.00%
A/R:	0.00	Unbilled Fees:	12,182.50
Reserve Trust:	0.00	Unbillable Fees:	0.00
Investment:	0.00	Unbilled Disb:	377.22
		Unbilled Time:	21.90
		Unbillable Time:	0.00
Last Invoice Date:	-	Last Billable Date:	May 31 st , 2022
Transfer Notes:	_____		
Discount Notes:	_____		

Fee Earner Summary

Code	Fee Earner	Time (hh)	Fees	Write U/D	Notes
2	Avrom Brown (2)	3.30	2,590.50		
44	Blair Mestel (44)	18.60	10,137.00		

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
07 Feb 22	44	BW	To misc. correspondence and background from WHG and related matters and attendances;	T	-	545.00	0.50	272.50	35.43	307.93
07 Feb 22	2	BW	Review Listing Agreement and Confidentiality Agreement	T	-	785.00	1.00	785.00	102.05	887.05
08 Feb 22	44	BW	To receipt and review of draft APS from Danny Weisz; to call to AWB and confer with clerk	T	-	545.00	1.00	545.00	70.85	615.85
08 Feb 22	44	BW	To review of title to properties and preparation of title memos;	T	-	545.00	1.00	545.00	70.85	615.85
08 Feb 22	44	BW	To amendments to draft offer re: permitted encumbrances and expunged registrations;	T	-	545.00	1.00	545.00	70.85	615.85
08 Feb 22	2	20	Telephone Call With Danny -listing agreement confidentiality agreement	T	-	785.00	0.30	235.50	30.62	266.12
08 Feb 22	2	20	Telephone Call With Blair - APS	T	-	785.00	0.20	157.00	20.41	177.41

Matter No.: MAT63949

Client No.: CNT12813

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
14 Mar 22	44	BW	to misc. correspondence and conference call with AWB and Wendy; to review of draft order; to misc. revisions to APS and all related attendances and matters;	T	-	545.00	1.50	817.50	106.28	923.78
18 Mar 22	44	BW	To misc. correspondence from D. Weisz/B. Wong enclosing revised APS and request for further analysis and related matters and attendances;	T	-	545.00	0.40	218.00	28.34	246.34
20 Mar 22	44	BW	To further revisions to APS per Danny Weisz's comments and edits from Friday March 18, 2022; to misc. related correspondence;	T	-	545.00	1.50	817.50	106.28	923.78
12 May 22	44	BW	To misc. correspondence and related attendances re: delivery of GB wire instructions;	T	-	545.00	0.20	109.00	14.17	123.17
12 May 22	44	BW	To receipt of APS, Bank comfort letter and related items from Beth Mullins; to review of APS and Bank comfort letter and related matters and attendances;	T	-	545.00	1.00	545.00	70.85	615.85
12 May 22	44	BW	To receipt of confirmation of wired deposit from Jerry Drennan; to confer and confirm with accounting department;	T	-	545.00	0.30	163.50	21.26	184.76
24 May 22	44	BW	To correspondence form J. Larry enclosing offer and misc. correspondence and attendances;	T	-	545.00	0.20	109.00	14.17	123.17
24 May 22	44	BW	To review of executed offer and related matters and attendances; to misc. conference calls and correspondence; to confer with AWB	T	-	545.00	1.50	817.50	106.28	923.78
24 May 22	2	BW	Meeting with Blair; telephone call with Solicitor	T	-	785.00	1.00	785.00	102.05	887.05
25 May 22	2	BW	Discuss with Blair - APS	T	-	785.00	0.30	235.50	30.62	266.12
26 May 22	44	BW	To misc. calls and correspondence re: Susan Rosen	T	-	545.00	0.50	272.50	35.43	307.93
26 May 22	44	BW	To review of updated Dragon offer and edits and revisions; to correspondence to and from Receiver;	T	-	545.00	1.50	817.50	106.28	923.78
26 May 22	44	BW	To receipt and review of edits from Receiver re: v.3 offer; to call with D. Weisz re: proposed further changes;	T	-	545.00	0.80	436.00	56.68	492.68
26 May 22	44	BW	To draft and edit of v.4 offer and related misc. correspondence and attendances;	T	-	545.00	1.00	545.00	70.85	615.85
26 May 22	44	BW	To final draft and edits and calls and correspondence	T	-	545.00	1.50	817.50	106.28	923.78
27 May 22	2	21	Conference Call With Blair, Danny	T	-	785.00	0.50	392.50	51.03	443.53
30 May 22	44	BW	To misc. correspondence and calls re: offer and all related matters and attendances;	T	-	545.00	1.50	817.50	106.28	923.78
31 May 22	44	BW	To misc. correspondence with D. Weisz and all related matters and attendances;	T	-	545.00	0.70	381.50	49.60	431.10
Total Unbilled Fees							20.90	12,182.50	1,583.79	13,766.29

Matter No.: MAT63949

Client No.: CNT12813

Unbilled Disbursements

Date	Activity	Description	Unit Type	Amount	Tax	Total Incl
07 Feb 22	E108	Postage/Email Charges	U	25.00	3.25	28.25
09 Feb 22	E118	Teranet Searches - Taxable 02/08/22	U	68.50	8.91	77.41
15 Mar 22	E118	Teranet Searches - Taxable 03/14/22	U	68.50	8.91	77.41
13 May 22	E124	Client Other - No Tax-Incoming wire charge	U	22.00	0.00	22.00
16 May 22	E124	Client Other - No Tax-Incoming wire charge	U	22.00	0.00	22.00
24 May 22	E101	Xerox 05/24/22 (100)	U	25.00	3.25	28.25
26 May 22	E124	Client Other - No Tax-outgoing wire charge	U	17.00	0.00	17.00
02 Jun 22	E124	Client Other - No Tax-outgoing wire charge	U	17.00	0.00	17.00
02 Jun 22	E118	Clearances - Real Estate - Taxable-City of Mississauga-Tax Certificate x2	U	110.00	14.30	124.30
03 Jun 22	E105	Long Distance & Fax-06/02/22	U	2.22	0.29	2.51
Total Unbilled Disbursements				377.22	38.91	416.13

This is Exhibit "B" referred to in the Affidavit of Wendy Greenspoon-Soer sworn June 8, 2022.

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

June 8, 2022

RSM Canada Limited
 11 King Street West, Suite 700, PO Box 27
 Toronto, ON M5H 4C7

Attention: Daniel Weisz

**Re: RSM Canada Limited in its capacity as Court Appointed Receiver of Ideal (WC)
 Developments Inc.
 Properties: 6532 and 6544 Winston Churchill, Boulevard, Mississauga, Ontario**

ATTENDANCES and all matters relating to the above for the period of February 7, 2022, to May 31, 2022.

OUR FEE in all: As detailed on the enclosed print-out.	\$6,110.00
H.S.T. x 13%	\$ 794.30
	<hr/>
Total Fees and H.S.T.	<u>\$6,904.30</u>

This is our Account Herein

GARFINKLE BIDERMAN LLP



Wendy Greenspoon-Soer

E. & O.E.
 H:\CLIENT\12859\12859-002\Accounts\June 2022 account.docx

ACCOUNT

RSM Canada Limited
 11 King St. W., Suite 700, Box 27 Toronto
 ON
 M5H4C7

Account Name	Receivership of 6532 and 6544 Winston Churchill Blvd.		
Your Ref		Invoice No.	INV01-3880
Our Ref	13/MAT63794/12859002	Date	08 Jun 2022
Account No.	MAT63794/CNT12813	Page	1 of 3

Date	Description	FE	Time	Amount excl. HST
TO PROFESSIONAL SERVICES RENDERED with respect to the above matter				
25 Feb 22	E-Mail from Danny / Review Rec. 1st report	13	0.30	\$ 195.00
28 Feb 22	Miscellaneous emails with Weisz re: information for buyers	13	0.20	\$ 130.00
28 Feb 22	Meeting with Receiver and Larry	13	0.40	\$ 260.00
28 Feb 22	Prepare Affidavit re: fees	13	0.20	\$ 130.00
28 Feb 22	E-Mail from Larry with revised comments	13	0.10	\$ 65.00
28 Feb 22	E-Mail to Danny / Affidavit	13	0.10	\$ 65.00
28 Feb 22	Miscellaneous emails between Danny and Slavens	13	0.10	\$ 65.00
28 Feb 22	Miscellaneous emails with Receiver and Larry / Review drafts	13	0.20	\$ 130.00
01 Mar 22	E-Mail from Danny to Abby	13	0.10	\$ 65.00
01 Mar 22	Miscellaneous emails from Weisz re: reports	13	0.20	\$ 130.00
02 Mar 22	Miscellaneous emails from Purchaser's lawyers	13	0.10	\$ 65.00
02 Mar 22	Miscellaneous emails re: Draft reports from Receiver / Review documents	13	0.20	\$ 130.00
03 Mar 22	E-Mail from Receiver re: 2nd mortgagee	13	0.10	\$ 65.00
10 Mar 22	Miscellaneous emails with Danny and call to Danny	13	0.30	\$ 195.00
10 Mar 22	E-Mail from Receiver re: Dragon bid	13	0.10	\$ 65.00
10 Mar 22	E-Mail from Fanseay	13	0.10	\$ 65.00
11 Mar 22	E-Mail from Danny and Avison re: marketing	13	0.10	\$ 65.00
14 Mar 22	Meeting with Blair and AWB re: Court Order and APS	13	0.20	\$ 130.00
14 Mar 22	Miscellaneous: Review email from Danny	13	0.10	\$ 65.00
14 Mar 22	E-Mail from Blair	13	0.10	\$ 65.00
14 Mar 22	Miscellaneous: Review draft APS	13	0.30	\$ 195.00
16 Mar 22	E-Mail from Dragon's counsel	13	0.10	\$ 65.00
16 Mar 22	E-Mail to and from Dragon's counsel	13	0.10	\$ 65.00
16 Mar 22	E-Mail from Danny / Review Affidavit of Lane buyer	13	0.20	\$ 130.00
16 Mar 22	Miscellaneous emails from Weisz and Jeff	13	0.10	\$ 65.00

Date	Description	FE	Time	Amount excl. HST
16 Mar 22	E-Mail to Danny	13	0.10	\$ 65.00
16 Mar 22	Miscellaneous emails with counsel re: motion	13	0.10	\$ 65.00
16 Mar 22	Meeting with Receiver and Dan	13	0.20	\$ 130.00
17 Mar 22	Miscellaneous: Review of mktg. materials	13	0.20	\$ 130.00
17 Mar 22	Meeting: Emails re: sale	13	0.20	\$ 130.00
17 Mar 22	E-Mail from Danny re: call with Prophet	13	0.10	\$ 65.00
17 Mar 22	Miscellaneous emails with Blair re: sale	13	0.10	\$ 65.00
18 Mar 22	E-Mail from Hamilton / To Weisz	13	0.10	\$ 65.00
18 Mar 22	E-Mail from Receiver	13	0.10	\$ 65.00
18 Mar 22	E-Mail to Judy	13	0.10	\$ 65.00
18 Mar 22	Miscellaneous: Meeting with Receiver and Counsel	13	0.30	\$ 195.00
18 Mar 22	E-Mail from Rosen with Stalking Horse offer	13	0.10	\$ 65.00
18 Mar 22	E-Mail to Receiver / To Al	13	0.10	\$ 65.00
20 Mar 22	E-Mail from Blair / Review documents	13	0.20	\$ 130.00
22 Mar 22	E-Mail from Jeff / From Danny	13	0.20	\$ 130.00
22 Mar 22	Telephone Call From and to Danny	13	0.10	\$ 65.00
23 Mar 22	E-Mail from the Receiver re: listing	13	0.10	\$ 65.00
23 Mar 22	Miscellaneous: Update and upload and serve Service List	13	0.20	\$ 130.00
23 Mar 22	E-Mail from Jeff re: Avercan and Dragon security	13	0.10	\$ 65.00
23 Mar 22	Miscellaneous emails from Danny	13	0.10	\$ 65.00
25 Mar 22	Miscellaneous emails with Adam and Danny	13	0.20	\$ 130.00
29 Mar 22	E-Mail from Danny re: e-blast	13	0.10	\$ 65.00
05 Apr 22	E-Mail from Weisz / Review listing Agreement	13	0.20	\$ 130.00
05 Apr 22	E-Mail from Danny re: revisions to Listing Agreement	13	0.10	\$ 65.00
05 Apr 22	Telephone Call From Blair	13	0.20	\$ 130.00
05 Apr 22	E-Mail to Danny re: MLS listing	13	0.10	\$ 65.00
05 Apr 22	E-Mail from Danny re: possible credit bid	13	0.10	\$ 65.00
05 Apr 22	E-Mail from Jeff re: credit bid	13	0.10	\$ 65.00
05 Apr 22	Miscellaneous emails re: listing	13	0.20	\$ 130.00
05 Apr 22	Miscellaneous emails re: credit bid	13	0.20	\$ 130.00
07 Apr 22	Miscellaneous emails - Jeff and Susan	13	0.10	\$ 65.00
07 Apr 22	Miscellaneous: Email and documents re: 2nd and 3rd mortgages	13	0.40	\$ 260.00
12 Apr 22	E-mail from Jeff re Amercan Dragon Mortgages	13	0.10	\$ 65.00
13 Apr 22	E-mail re Dragon mtge docs	13	0.10	\$ 65.00
19 Apr 22	E-Mail from Larry re: 2nd mortgage	13	0.10	\$ 65.00
28 Apr 22	E-Mail for Jell Larry re: Amercan	13	0.10	\$ 65.00
02 May 22	Miscellaneous: Review article on Ideal	13	0.10	\$ 65.00
TOTAL FEES				\$ 6,110.00
TOTAL HST @ 13.00%				\$ 794.30
TOTAL DUE ON THIS INVOICE				\$ 6,904.30

Account No.	MAT63794/CNT12813	Invoice No.	INV01-3880	Date	08 Jun 2022	Page 432	3 of 3
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Garfinkle Biderman LLP



Wendy Greenspoon-Soer (13)

Garfinkle | Biderman LLP

Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9

Tel | 416.869.1234

Fax | 416.869.0547

www.garfinkle.com

GST # R119425791

Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Empirical Capital Corp.
Applicant

and
Ideal Developments (WC) Inc.
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

AFFIDAVIT OF WENDY GREENSPOON-SOER

GARFINKLE BIDERMAN LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L
Email: wgreenspoon@garfinkle.com

Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Receiver,
RSM Canada Limited

File Number: 12859-002

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

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

**AFFIDAVIT OF MEGAN BRADT
(Sworn June 8, 2022)**

I, Megan Bradt, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an assistant at the law firm of Paliare Roland Rosenberg Rothstein LLP (“Paliare Roland”). I have personal knowledge of the matters to which I hereinafter refer.
2. Pursuant to the order of the Honourable Justice Kimmel dated March 22, 2022 (the “Appointment Order”), RSM Canada Inc. (“**RSM**”) was appointed as 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**”).

3. Paliare Roland has provided legal services to and incurred disbursements on behalf of the Receiver. The detailed invoices attached hereto and marked as **Exhibit “A”** are dockets (the “**Dockets**”) which set out Paliare Roland’s fees and disbursements from February 2, 2022 to May 22, 2022. The Dockets describe the services provided and the amounts charged by Paliare Roland.
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 Paliare Roland. The hourly rates charged are the usual hourly rates charged by Paliare Roland for the listed professionals.

Professional	Hourly Rate	Hours Billed	Fees Billed
Jeffrey Larry, Partner, 2001 Call	\$845/hr	32.30	\$27,293.50
Danial Rosenbluth	\$550/hr	4.80	\$2,640.00
Deniz Samadi, Articling Student	\$250/hr	0.90	\$225.00
Deanna Watters, Law Clerk	\$250/hr	1.70	\$425.00
Subtotal		39.70	\$30,583.50

5. Inclusive of HST and disbursements, the total amount of the Dockets are **\$35,315.32.**

SWORN remotely as a result of COVID-19)
 by Megan Bradt at the City of Toronto, in)
 the Province of Ontario before me, on this)
 8th day of June, 2022 in accordance with)
 O. Reg. 431/20, Administering Oath or)
 Declaration Remotely)



 A Commissioner for taking Affidavits

DOUGLAS MONTGOMERY



MEGAN BRADT

This is Exhibit "A" referred to in the Affidavit of Megan Bradt sworn by Megan Bradt of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 8, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DOUGLAS MONTGOMERY



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
Canada

416.646.4300
paliareroland.com

Private and Confidential
RSM Canada Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

June 7, 2022
Invoice No.: 112004
Our File No.: 6595-99656

Attention: Arif Dhanani

RE: Ideal (WC) Development Inc. et al.

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 20, 2022:

Total Fees	\$ 30,583.50
Non Taxable Disbursements	626.06
Total Disbursements subject to HST	114.96
Total HST	3,990.80
	<hr/>
INVOICE TOTAL	<u><u>\$ 35,315.32</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

Jeffrey Larry



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
Canada

416.646.4300
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RSM Canada Limited
11 King Street West, Suite 700
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Toronto, Ontario M5H 4C7

June 7, 2022
Invoice No.: 112004
Our File No.: 6595-99656

Attention: Arif Dhanani

RE: Ideal (WC) Development Inc. et al.

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 20, 2022:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
10/02/22	JL	Review and consider issues; call with D. Weisz;	845.00	0.40	338.00
15/02/22	JL	Further review of file and materials;	845.00	0.30	253.50
18/02/22	JL	Review and consider file; review and revise Receiver's report;	845.00	2.10	1,774.50
22/02/22	JL	Further review of Receiver's report; call with D. Weisz and B. Wong;	845.00	0.80	676.00
25/02/22	JL	Further review of Receiver's Report;	845.00	0.40	338.00
27/02/22	JL	Drafting opinion;	845.00	0.70	591.50
28/02/22	JL	Drafting opinion on Empirical security; call with D. Weisz, W. Greenspoon and B. Wong; revise correspondence to purchasers; further revisions to report;	845.00	3.10	2,619.50
28/02/22	DW	Instructions from J. Larry; conduct searches: (1) corporate search; (2) BIA; (3) Bank Act s. 427; (4) Executions - Ontario (OWL);	250.00	1.50	375.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		(5) PPSA; (6) title search 6532+6544 Winston Churchill Blvd, Mississauga, ON; email to J. Larry with status of all search results; instructions from J. Larry; conduct searches for various title documents on Winston Churchill property;			
28/02/22	DW	Instructions from J. Larry; conduct title search re: PIN- 13243-0269 LT (LRO #43); receipt and review of search results and provide status to J. Larry;	250.00	0.20	50.00
01/03/22	JL	Finalize opinion on security;	845.00	0.30	253.50
02/03/22	JL	Further comments on receiver's report; preparation of motion materials;	845.00	0.70	591.50
03/03/22	JL	Review letter from A. Herschorn; discussions with RSM; internal discussions with D. Rosenbluth re potential amendments to draft Order; call with A. Herschorn;	845.00	0.90	760.50
08/03/22	DR	Review markup to marketing process draft order and correspondence from A. Herschorn re same;	550.00	0.10	55.00
10/03/22	JL	Call with D. Weisz; email correspondence; revise draft Order;	845.00	0.50	422.50
11/03/22	JL	Further revisions to draft Order; correspondence with A. Herschorn;	845.00	0.20	169.00
14/03/22	DR	Call with A. Herschorn re draft order and related issues concerning home buyers; review receiver's report and	550.00	3.10	1,705.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		drafting factum on marketing process motion; incorporating J. Larry revisions to factum;			
14/03/22	DS	Edit citations and schedules for factum;	250.00	0.60	150.00
15/03/22	JL	Revise factum; call with D. Rosenbluth; consider and respond to issues re home buyers;	845.00	1.20	1,014.00
15/03/22	DR	Review updated footnotes to factum; review and incorporate client comments on factum; review and respond to client inquiry re appropriateness of posting technical reports in data room;	550.00	0.50	275.00
15/03/22	DS	Edit citations and schedules for factum;	250.00	0.30	75.00
16/03/22	JL	Call with D. Weisz; call with D. Rosenbluth re factum; revise factum; review affidavit from home buyers; consider issues and review case law;	845.00	0.80	676.00
16/03/22	DR	Meeting with D. Weisz et al re addressing affidavit from Home Buyer in opposition to motion; revisions to factum and emails with D. Weisz re same;	550.00	0.50	275.00
17/03/22	JL	Call with D. Rosenbluth; call with S. White; correspondence with RSM re various issues related to stalking horse bid and home buyers;	845.00	0.80	676.00
18/03/22	JL	Call with RSM; review and email correspondence; review and consider stalking horse offer; email correspondence re same;	845.00	0.80	676.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
18/03/22	DR	Emails with court staff and counsel to Empirical re access to CaseLines for motion; attending update meeting with Receiver and W. Greenspoon;	550.00	0.50	275.00
19/03/22	JL	Call with D. Weisz; call with W. Greenspoon; email correspondence;	845.00	0.40	338.00
20/03/22	JL	Prepare for motion;	845.00	0.40	338.00
21/03/22	JL	Call with S. Rosen; call with A. Shaikh; prepare for motion; correspondence with D. Weisz;	845.00	2.20	1,859.00
22/03/22	JL	Prepare for and attend on motion; call with A. Hershorn;	845.00	2.20	1,859.00
23/03/22	JL	Correspondence with Receiver; correspondence with Gowlings;	845.00	0.30	253.50
23/03/22	DR	Receiving briefing from J. Larry re outcome of hearing and next steps	550.00	0.10	55.00
05/04/22	JL	Correspondence with D. Weisz; correspondence with S. Rosen;	845.00	0.20	169.00
09/04/22	JL	Review mortgagee documentation;	845.00	0.50	422.50
11/04/22	JL	Call with D. Weisz re: second and third mortgagee documentation; draft email to Gowlings;	845.00	0.60	507.00
12/04/22	JL	Correspondence with D. Weisz; revise and send email to S. Rosen;	845.00	0.20	169.00
13/04/22	JL	Discussions with D. Weisz; respond to S. Rosen; review	845.00	0.40	338.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		materials;			
19/04/22	JL	Correspondence with RSM; review and consider response to S. Rosen;	845.00	0.30	253.50
26/04/22	JL	Correspondence with Receiver re: potential credit bid;	845.00	0.20	169.00
27/04/22	JL	Various email correspondence; review and revise disclaimer;	845.00	0.30	253.50
28/04/22	JL	Review and respond to correspondence; call with D. Weisz and B. Wong; review title search and various instruments;	845.00	0.50	422.50
06/05/22	JL	Review and consider correspondence from Gowlings;	845.00	0.30	253.50
09/05/22	JL	Various review and discussions; call with Receiver and counsel;	845.00	1.60	1,352.00
12/05/22	JL	Correspondence and discussions re offers;	845.00	0.50	422.50
13/05/22	JL	Various discussions and calls; email correspondence; discussions of offers;	845.00	1.10	929.50
16/05/22	JL	Call with Gowlings; call with RSM; email correspondence; issues re offers and security;	845.00	1.40	1,183.00
17/05/22	JL	Various calls and discussions are offers and next steps; call with Gowlings; email correspondence;	845.00	2.10	1,774.50
18/05/22	JL	Various email correspondence;	845.00	0.30	253.50
19/05/22	JL	Calls with D. Weisz; email	845.00	1.90	1,605.50

Invoice No.: 112004
 Our File No.: 6595-99656
 Page No.: 6

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		correspondence; call re offers; discuss strategy and next steps;			
20/05/22	JL	Correspondence with D. Weisz; correspondence with Garfinkle Biderman;	845.00	0.40	338.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Samadi, Deniz (DS)	0.90	250.00	225.00
Watters, Deanna (DW)	1.70	250.00	425.00
Larry, Jeffrey (JL)	32.30	845.00	27,293.50
Rosenbluth, Daniel (DR)	4.80	550.00	2,640.00
	<u>39.70</u>		

OUR FEES \$ 30,583.50
 HST at 13% 3,975.86

Non Taxable Disbursements:

03/03/22	Filing Fee Re: Superior Court of Justice in Toronto, confirmation 760123, Motion Record Voucher No. 29557 for Invoice No. 22986800- MAG issued by: (130)CIBC	320.00	
	Search Disbursement - Non-taxable	<u>306.06</u>	
	Non Taxable Disbursements:		626.06

Taxable Disbursements:

31/03/22	Process Server Fees/Disbursements Re: Filed sealed doc's Voucher No. 29761 for Invoice No. 101000 issued by: (204)Reliable Process Servers Inc.	58.50	
	Search Disbursement	<u>56.46</u>	
	Total Taxable Disbursements		114.96
	HST at 13%		<u>14.94</u>

INVOICE TOTAL

\$ 35,315.32



35th Floor
155 Wellington St. West
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Canada

416.646.4300
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Private and Confidential
RSM Canada Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

June 7, 2022
Invoice No.: 112004
Our File No.: 6595-99656

Attention: Arif Dhanani

RE: Ideal (WC) Development Inc. et al.

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

Total Fees	\$ 30,583.50
Non Taxable Disbursements	626.06
Total Disbursements subject to HST	114.96
Total HST	<u>3,990.80</u>
INVOICE TOTAL	<u><u>\$ 35,315.32</u></u>

EMPIRICAL CAPITAL CORP.

-and-

IDEAL (WC) DEVELOPMENTS INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MEGAN BRADT

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West

35th Floor

Toronto, ON M5V 3H1

Tel: 416.646.4300

Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)

Tel: 416.646.4330

jeff.larry@paliareroland.com

Lawyers for the Receiver

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

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West
35th Floor
Toronto, ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

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

Lawyers for the Receiver