

APPENDIX “G”

RSM Canada Limited
Court Appointed Receiver of
168 Old Kennedy Road, Markham, Ontario
Interim Statement of Receipts and Disbursements
For the period December 6, 2019 to June 30, 2020

Receipts	
Advance from secured lender (1)	\$ 15,000
Sale of property (2)	7,550,000
Interest Income	43
Total receipts	<u>\$ 7,565,043</u>
Disbursements	
Commission on sale of property	\$ 226,500
Fence rentals and repairs	2,940
Insurance	1,118
Legal fees	107,010
Miscellaneous	429
Phase I ESA	2,995
Property management fees	4,820
Property taxes	25,527
Receiver's fees	78,597
Repayment of advances (1)	15,897
HST/PST paid	54,649
Total disbursements	<u>\$ 520,480</u>
Excess of Receipts over Disbursements	\$ 7,044,563
Less: Payment to secured creditor	
Vector Financial Services Limited (2)	(6,621,220)
Net funds on hand	<u><u>\$ 423,343</u></u>

Notes

- (1) The amount of \$15,000 represents funds advanced by Vector Financial Services Limited ("Vector") under Receiver Certificate No. 1, which was repaid, with accrued interest, upon the sale of the property.
- (2) Included in this amount is a promissory note issued by Vector in the amount of \$2,333,000 which represented a portion of the purchase price paid. The promissory note was included, and cancelled, as part of the Interim Distribution paid to Vector.

This Appendix forms part of the Third Report of the Receiver dated July 14, 2020 and should only be read in conjunction therewith.

APPENDIX "H"



MORTGAGE PAYOUT STATEMENT

June 26, 2020

RSM Canada Limited
11 King Street West, Suite 00, Box 27
Toronto, Ontario M5H 4C7
Attention: Daniel Weisz

RE : 1st Mortgage Loan on 168 - 178 Old Kennedy Road, Markham
Reference No. : 17-18

The following summarizes the amounts required to pay out the loan on the above-noted property:

TOTAL AMOUNT PAYABLE AS PER PAYOUT STATEMENT DATED MAY 27, 2020	<u>\$6,831,713.80</u>
Pay off funds received June 2, 2020	<u>\$6,630,638.30</u>
Balance Remaining:	<u>\$201,075.50</u>
Interest at 12% from June 3, 2020 to July 22, 2020	<u>\$3,351.26</u>
Balance Owing:	<u>\$204,426.76</u>

HST# 10550 1209RT0001
E. & O.E.

These figures are subject to change with any subsequent transactions and do not include any legal fees. We reserve the right to amend this Statement should any changes occur that would increase the total amount payable. **Please note that this Statement expires on July 31, 2020**, after which this Statement shall become null and void and additional charges may apply in accordance with the terms of the mortgage.

Per diem interest will be **\$67.03** for each additional day past **July 22, 2020**.

Payment must be made by wire transfer only to **VECTOR FINANCIAL SERVICES LIMITED** or their solicitors as directed.

Yours truly,
VECTOR FINANCIAL SERVICES LIMITED
Per:

Mitchell Oelbaum
Chief Operating Officer
FSRA Licence No. M13001

APPENDIX "I"

ACKNOWLEDGEMENT AND DIRECTION

TO: HENRY KOU-SEE HUI
(Insert lawyer's name)

AND TO: HENRY K. HUI & ASSOCIATES
(Insert firm name)

RE: 168 OLD KENNEDY INC. - Second Mortgage - 168-178 Old Kennedy Road, Markham, Ontario ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:


- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 8 day of May, 20 17.

WITNESS

(As to all signatures, if required)

168 OLD KENNEDY INC.

Per: 
Name: Wing Fu Hui
Title: President

I have authority to bind the Corporation.



Shao Jun Xiao-Director
I have authority to bind the Corporation

This document has not been submitted and may be incomplete.

Properties

PIN 02953 - 0145 LT *Interest/Estate* Fee Simple

Description BLOCK 2, PLAN 65M4289 T/W EASE OVER PT E1/2 LT 2, CON 5, PTS 4, 6, 7 & 8, PL 65R30487 IN FAVOUR OF PT BLK 2, PL 65M4289 LYING WITHIN THE LIMITS OF PT 1, PL 65R30487, AS IN MA91760; T/W EASE OVER PT E1/2 LT 2, CON 5, PTS 2, 4, 7 & 8, PL 65R30487 IN FAVOUR OF PT BLK 2, PL 65M4289 LYING WITHIN LIMITS OF PT 5, PL 65R30487, AS IN MA110959; T/W EASE OVER PT E1/2 LT 2, ONC 5, PTS 2, 6, 7 & 8 IN FAVOUR OF PT BLK 1, PL 65M4289 LYING WITHIN LIMITS OF PT 3, PL 65R30487, AS IN R694330; S/T EASE AS IN YR1610522; S/T EASE IN GROSS AS IN YR1684881;; SUBJECT TO AN EASEMENT IN GROSS AS IN YR1749103; SUBJECT TO AN EASEMENT IN GROSS AS IN YR1778673; SUBJECT TO AN EASEMENT AS IN YR1905638; SUBJECT TO AN EASEMENT OVER PTS 2, 4 & 6, 65R33280 IN FAVOUR OF BLK 3, PL 65M4289 AS IN YR1936318; CITY OF MARKHAM

Address 168-178 OLD KENNEDY ROAD
MARKHAM

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 168 OLD KENNEDY INC.
Acting as a company

Address for Service 168-178 Old Kennedy Road, Markham, Ontario

I, , have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Provisions

Principal \$ 1,020,038.15 *Currency* CDN

Calculation Period See Schedule

Balance Due Date See Schedule

Interest Rate See Schedule

Payments

Interest Adjustment Date

Payment Date See Schedule

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance Amount full insurable value

Guarantor

Additional Provisions

1. This Charge is given as security in respect of certain amounts owing to the Chargee pursuant to the attached Schedule of an Agreement of Purchase and Sale made between 2080552 Ontario Inc. and Le Jardin Developments Inc. in Trust for a Company to be Incorporated (the Chargor herein) dated February 5, 2017 hereinafter called "Purchase Agreement" for the purchase of the lands herein charged.
2. The provisions contained in the attached Schedule of the Purchase Agreement related to the Security Mortgage as therein defined shall form a part of this Charge and are hereby incorporated by reference in this Charge.
3. Notwithstanding the terms of this Charge as hereinbefore set forth:
 - a) Interest, if any, shall be payable at the times and in the manner as set forth in the Purchase Agreement.
 - b) The maturity date of this Charge shall be in accordance with the terms of the Purchase Agreement.
 - c) This Charge is to be discharged or partially discharged in accordance with the terms of the Purchase Agreement.
 - d) Principal repayments, if any, pursuant to this Charge are to be made in accordance with the terms of the Purchase Agreement.

SCHEDULE #1011

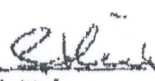
The Purchaser covenants and agrees to pay to the Vendor in addition to the purchase price herein, on the earlier of the day it enters into a subdivision agreement or site plan agreement, or the day the purchaser receives credits or reductions (the "Development Date"), for the lands herein, the sum of \$469,277.66 in reimbursement to the Vendor for its prepayment of this sum to the City of Markham for the development of the lands herein (the Phase 2 lands which are the lands being purchased herein) as set out on Schedule "X" attached hereto and forming a part hereof.

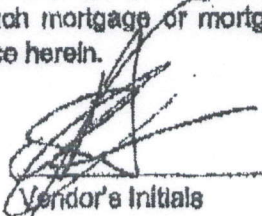
The Purchaser also covenants and agrees to pay to the Vendor on the Development Date the sum of \$168,812.77 in reimbursement to the Vendor for the amount it has paid to Milliken Main Street Landowners Group Inc, pursuant to a cost sharing agreement for community construction, with respect to the lands herein, as set out on Schedule "Y" attached hereto and forming a part hereof.

In addition, the Purchaser covenants and agrees to pay to the Vendor on the Development Date the sum of \$383,947.72 or in the alternative shall obtain a reduction in the Letters of Credit provided by the Vendor to Milliken Main Street Landowners Group Inc., and to PowerStream, in the same amount, all as set out on Schedule "Y", which sum and letters of credit were respectively paid and given with respect to those items specified on Schedule "Y".

The above amounts totaling \$1,020,038.15, are the amounts paid or secured with Letters of Credit by the Vendor to the City of Markham, PowerStream, and Milliken Main Street Landowners Group Inc.. If by any chance not all the amounts are credited or recovered, then the Purchaser shall reimburse the Vendor only for those amounts that are either credited or reimbursed by any of the three parties above.

As security for the above payments and/or reduction of the Letters of Credit, the Purchaser shall give a Security Mortgage to the Vendor securing for principal the sum of \$1,020,038.15 which shall be registered on title to the property herein subsequent to any mortgaging by the Purchaser provided any such mortgage or mortgages by the Purchaser shall not exceed 66% of the purchase price herein.


Purchaser's Initials


Vendor's Initials

RESOLUTION OF THE BOARD OF DIRECTORS

OF

168 OLD KENNEDY INC.

WHEREAS:

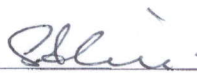
Wing Fu Hui and Shao Jun Xiao as Director on behalf of the Corporation executed the Agreement of Purchase and Sale dated February 5, 2017 with respect to the purchase with a Mortgage back to Vendor in the amount of \$1,020,038.15 to be collaterally secured by a second mortgage on 168-178 Old Kennedy Road, Markham, Ontario.

1. Be it resolved that the said executed Facility Letter be and the same is hereby approved and ratified as an act on behalf of the Corporation.

2. Be it resolved that Wing Fu Hui and Shao Jun Xiao as Director(s) is/are hereby authorized to execute on behalf of the Corporation all documents and instruments required under the said Agreement.

The foregoing is hereby consented to by the signature of the undersigned, being all Directors of the Corporation.

DATED Toronto this 8 day of May, 2017.



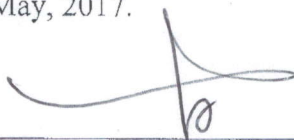
Wing Fu Hui



Shao Jun Xiao

CERTIFIED TO BE A TRUE COPY of the Special Resolution of the Directors of 168 OLD KENNEDY INC. duly passed on the day of May, 2017 and the said Special Resolution is in full force and effect as of the date hereof.

DATED Toronto this 8 day of May, 2017.




Shao Jun Xiao - Secretary
I have authority to bind the Corporation

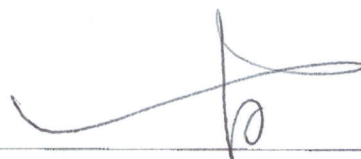
CONSENT OF SHAREHOLDERS

The undersigned, being all the shareholders of the Corporation consent to and confirm the foregoing Special Resolution as evidenced by the signatures.

DATED Toronto this 8 day of May, 2017.



Wing Fu Hui



Shao Jun Xiao

CERTIFICATE OF INCUMBENCY

The Undersigned, being the Secretary of 168 OLD KENNEDY INC. (the "Corporation"), hereby certifies that the following persons are the directors and officers of the Corporation, respectively.

DIRECTORS

Name

Wing Fu Hui
Shao Jun Xiao

OFFICERS

Title

Name

Wing Fu Hui - President
Shao Jun Xiao --Treasurer & Secretary

Dated the 8th day of May, 2017.

Signature of Secretary

Name of Secretary Shao Jun Xiao
I have authority to bind the Corporation.

ACKNOWLEDGMENT

This Set of Standard Charge Terms No. 200033 is included in a Charge dated the day of April, 2017, made by

168 OLD KENNEDY INC.

as Chargor(s)

To

2080552 ONTARIO INC

as Chargee(s)

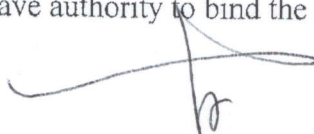
as Guarantor(s)

and each Chargor and Guarantor hereby acknowledges receipt of a copy of this Set of Standard Charge Terms before signing the Charge.

168 OLD KENNEDY INC.

Per: Wing Fu Hui
Wing Fu Hui Chargor(s)

I have authority to bind the Corporation.



Shao Jun Xiao - Director

I have authority to bind the Corporation

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
(Electronic Filing)

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or offers on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

APPENDIX “J”

Wong, Brenda

From: Henry Hui <henryhui@hkhlawyers.com>
Sent: Friday, May 22, 2020 2:26 PM
To: Jeff.Larry@paliareroland.com
Cc: Weisz, Daniel; Wong, Brenda; Alawn Lai
Subject: Re: 168 Old Kennedy Road

Jeffrey,

Thanks for your email which I took it up with Mr. Lai.

The discharge statement was predicated upon Mr. Lai was to be able to get the return of the prepaid development fee on top of \$469,277.66. The prepaid fee was secured by the full face amount of the registered second mortgage.

Mr. Lai advised he has no idea how much of that prepaid amount had been used up by Markham and it would be almost impossible to dispute with Markham at this time.

Therefore Mr. Lai will claim :

Mortgage Principal		\$	449,277.66
Prepaid Development Charges	Project 1	\$	85,354.00
	Project 2	\$	<u>141,730.00</u>
		\$	<u>696,361.66</u>

Interest at the rat of Prime + 3% p.a. will be applicable commencing May 31, 2019 until repayment.

Thank you and best regards.

Yours truly,

Henry K. Hui
 Henry K. Hui & Associates
 Barristers & Solicitors
 350 Highway #7 East, Suite 301
 Richmond Hill, Ontario L4B 3N2
 Tel: (905) 881-7722
 Fax: (905) 881-1222

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copies of this e-mail. Thank you.

On Friday, May 22, 2020, 11:18:36 AM EDT, Jeff.Larry@paliareroland.com <jeff.larry@paliareroland.com> wrote:

Henry

As you know, I am counsel to the Receiver.

On May 13, 2020, you advised Danny Weisz that the amount of \$1,020,038.15 was outstanding on your client, Alai Development Inc (“Alai”)’s, mortgage on the 168 Old Kennedy Road property.

The Receiver has some other documentation in its possession that suggests a lesser amount may be owing.

First, in Alai’s draft discharge statement dated May 31, 2019 (attached), the outstanding amount was stated as \$469,277.66 at that time.

Second, the Receiver has obtained current information from the City of Markham that the following are the only amounts outstanding on the letters of credit:

- Project 1 (65M-4289): \$85,354
- Project 2 (158, 168 and 178 Old Kennedy Rd): \$141,730

We would be grateful if you can assist us with reconciling this information so we can confirm precisely what is

outstanding under Alai's mortgage.

Thank you,

Jeffrey Larry, LL.B, MBA

Paliare Roland Rosenberg Rothstein LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

t: 416.646.4330

f: 416.646.4301

c: 416 553 2789

e: jeff.larry@paliareroland.com

APPENDIX “K”

Wong, Brenda

From: Santaguida, Francesco <FSantaguida@markham.ca>
Sent: Friday, June 26, 2020 3:05 PM
To: Jeff.Larry@paliareroland.com
Cc: Weisz, Daniel
Subject: RE: 168 Old Kennedy Road

Hi Jeff –

Staff have confirmed that no Development Charges have been refunded for 168 Old Kennedy Road.

Thanks,

Francesco Santaguida
Assistant City Solicitor
Legal Services Department
101 Town Centre Boulevard

T: 905.477.7000 Ext. 3583
Fsanataguida@markham.ca

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From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>
Sent: Friday, June 26, 2020 1:55 PM
To: Santaguida, Francesco <FSantaguida@markham.ca>
Cc: Daniel.Weisz@rsmcanada.com
Subject: RE: 168 Old Kennedy Road

Francesco

Further to our call earlier this week, I am just wondering if you have any update on your timing for a response?

Thanks again for your assistance with this

Jeff

From: Santaguida, Francesco <Fsanataguida@markham.ca>
Sent: June 19, 2020 12:56 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>
Cc: Karumanchery, Biju <bkarumanchery@markham.ca>; Daniel.Weisz@rsmcanada.com
Subject: RE: 168 Old Kennedy Road

Hello Mr. Larry –

Your inquiry has been forwarded to me for response. I've asked staff to look into the matter and get back to me.

Kindly include me in any future correspondence. I can be reached at the number below if you'd like to discuss further.

Regards,

Francesco Santaguida | Assistant City Solicitor
City of Markham
101 Town Centre Boulevard
Markham, Ontario L3R 9W3

T: (905) 477-7000 Ext: 3583
F: (905) 479-7764

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From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>
Sent: Thursday, June 18, 2020 3:22 PM
To: Karumanchery, Biju <bkarumanchery@markham.ca>
Cc: Daniel.Weisz@rsmcanada.com
Subject: 168 Old Kennedy Road

CAUTION: This email originated from a source outside the City of Markham. DO NOT CLICK on any links or attachments, or reply unless you recognize the sender and know the content is safe.

Mr. Karumanchery

I left a voicemail for you this morning.

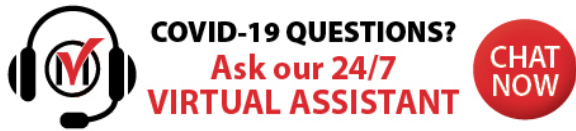
As I explained, I am counsel to RSM Canada Limited, the Receiver of the 168 Old Kennedy Road property (the "Property"). I am copying Danny Weisz of RSM who, you may recall, wrote to you about the Property in March 2020. A copy of this letter is attached.

We are trying to determine (i) the total amount of all development charges that have been paid to the City of Markham in connection with the Property; and (ii) whether any amounts paid to the City of Markham for development charges have been refunded (and, if so, to whom)?

Thank you for your assistance.

Best,

Jeffrey Larry, LL.B, MBA
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
t: 416.646.4330
f: 416.646.4301
c: 416 553 2789
e: jeff.larry@paliareroland.com



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APPENDIX "L"

STATUTORY DECLARATION

TO: RSM CANADA LIMITED, in its capacity as Receiver of 168 Old Kennedy Road, Markham Ontario

WHEREAS Alai Developments Inc. (previously 2080552 Ontario Inc.) ("**Alai**") sold the property known municipally as 168-178 Old Kennedy Road, Markham, Ontario (the "**Property**") to Le Jardin Developments Inc., in trust (the "**Purchaser**"), by Agreement of Purchase and Sale made February 7, 2017 (the "**APS**");

AND WHEREAS Schedule "C" to the APS provides that the Purchaser agrees to pay Alai the amount of \$469,277.66 (the "**Prepayment Amount**") on the earlier of the day the Purchaser enters into a site plan or development agreement or otherwise receives credits or reductions for the Property, in reimbursement to Alai for its prepayment of this amount to the City of Markham for the development of the Property;

AND WHEREAS the Prepayment Amount, as well as certain other amounts, were secured by a charge registered against the Property on May 15, 2015 as Instrument No. YR2668140 (the "**Charge**");

AND WHEREAS RSM Canada Limited was appointed the receiver (the "**Receiver**") of the Property by Order made December 6, 2019;

AND WHEREAS the Property was sold on June 1, 2020;

AND WHEREAS Alai has made a claim to the net proceeds of sale of the Property for amounts, including the Prepayment Amount, owing to it under the Charge (the "**Claim**");

NOW THEREFORE, I, Alawn Lai, of the City of _____, in the Province of Ontario, on my own behalf and on behalf of Alai, **MAKE OATH AND SAY AS FOLLOWS:**

1. Alai has not, directly or indirectly, received any money or other consideration from the Purchaser, the City of Markham or any other party on account of the Prepayment Amount at any time from the date of the APS to the date hereof.
2. Alai has not, directly or indirectly, made demand on, commenced a claim against, or otherwise commenced proceedings against, any party including the Purchaser, the City of Markham, or anyone related to them, to effect recovery of the Prepayment Amount at any time from the date of the APS to the date hereof.
3. I make this Statutory Declaration in connection with the Claim.
4. I understand, acknowledge and agree that the Receiver may rely on this Statutory Declaration in determining amounts that may be owed to Alai under the Charge.

SWORN before me at the City)
of , in the)
Province of Ontario,)
this day of June, 2020)

ALAI DEVELOPMENTS INC.

Alawn Lai, Director

A Commissioner, etc.

APPENDIX “M”

Wong, Brenda

From: Weisz, Daniel
Sent: Thursday, July 9, 2020 4:10 PM
To: Alawn Lai
Cc: Jeff.Larry@paliareroland.com; Wong, Brenda
Subject: !68 Old Kennedy Road
Attachments: ChargeDocs-Signed.pdf

Good afternoon Alawn,

As I previously indicated to you, the Receiver will be making an application to the Court on July 22, 2020 in connection with the receivership. As part of the application, the Receiver will be filing a report to the Court which will include, among other things, the results of the Receiver's review of the Alai mortgage.

In that regard, Schedule "C" to the mortgage (copy attached hereto) states that "The Purchaser covenants and agrees to pay to the Vendor in addition to the purchase price herein, on the earlier of the day it enters into a subdivision agreement or site plan agreement, or the day the purchaser receives credits or reductions (the "Development Date")... The Purchaser in this case we understand is 168 Old Kennedy Inc., being the name in which the Purchaser took title to the property.

As set out above, the term "Development Date" is defined as "the earlier of the day it enters into a subdivision agreement or site plan agreement, or the day the purchaser receives credits or reductions". It would appear that the amount(s) secured by the mortgage, only become payable to you on the Development Date.

As such, can you please provide us with a copy of, or evidence that the Purchaser entered into, a subdivision agreement or site plan agreement, or the day the purchaser receives credits or reductions.

As it is our intention to serve on Monday of next week the notice of application, including the report of the Receiver, we ask that you provide the requested information, or respond to this e-mail, by noon on Monday.

The Receiver's counsel, Jeff Larry of Paliare Roland, is copied on this e-mail. If your counsel would like to contact Jeff to discuss this or any other matter, I would request that your counsel contact Jeff as soon as possible.

If you have any questions on the above, please contact me at your convenience.

Thank you,

Danny

Daniel Weisz
Senior Vice-President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 416.646.8778 **F:** 416.480.2646 | **E:** daniel.weisz@rsmcanada.com **W:** www.rsmcanada.com



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RSM offers business insights to stay informed and bolster your response to the COVID-19 crisis. For ideas, insights and countermeasures to minimize the outbreak's negative effects, as well as prepare for future emergency events—see **RSM's Coronavirus insights**.



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APPENDIX “N”

**PALIARE
ROLAND**

BARRISTERS

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

COUNSEL

Stephen Goudge, Q.C.

COUNSEL

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

July 14, 2020

VIA EMAIL

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

Dear Mr. Weisz:

Re: 168 Old Kennedy Inc. ("168" or the "Debtor")

You have asked us in your capacity as court-appointed receiver of the real property located at 168 Old Kennedy Road, Markham, Ontario, having the legal description set out in Schedule "E" (the "**Property**"), to review certain loan, security and related documentation relating to the Debtor's indebtedness to Alai Developments Inc. ("**Alai**") and, in particular, Alai's security over the Property.

SCOPE OF REVIEW

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

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

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

ASSUMPTIONS AND QUALIFICATIONS

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

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 WELLINGTON STREET WEST 35TH FLOOR TORONTO ONTARIO M5V 3H1 T 416.646.4300

SEARCH RESULTS

Corporate History

Our corporate search conducted on April 14, 2020 reveals that the Debtor was incorporated on March 20, 2017 pursuant to the laws of the Province of Ontario.

Personal Property Searches

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

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

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

Real Property Searches

On April 13, 2020, we conducted a search of title to the Property. The following is a summary of the results of the search and is not a full investigation of title to the Property. Given the limited nature of a search we do not express any opinion as to title to the Property.

The parcel register for the Property which we obtained as part of our search shows the following registrations:

PIN No. 02953-0145 (LT)

1. Charge/Mortgage in favour of Vector Financial Services Limited ("**Vector**") registered on May 15, 2017 as instrument No. YR2668099 (the "**Vector Mortgage**");
2. Notice of Assignment of Rents General to Vector registered on May 15, 2017 as instrument No. YR2668100;
3. Charge/Mortgage in favour of 2080552 Ontario Inc. ("208") registered on May 15, 2017 as instrument No. YR2668140 (the "**Alai Mortgage**"). We understand that 208 changed its name to Alai;

4. Charge/Mortgage in favour of 10114812 Canada Corporation (“**101 Canada**”) registered on July 28, 2017 as instrument No. YR2709457 (the “**101 Mortgage**”); and
5. Application Court Order of the Ontario Superior Court of Justice in favour of Vector filed on December 11, 2019 as instrument No. YR3044928.

An execution search was conducted against the Debtor in Ontario on April 14, 2020, which search revealed that there were no writs of execution registered against the Debtor.

CERTIFICATE OF STATUS

We obtained a certificate of status dated April 14, 2020 in respect of the Debtor issued by the Ministry of Government Services confirming the corporate existence of the Debtor as at that date.

SECURITY REVIEW

Subject to the assumptions and qualifications set out in this letter, we have the following comments and opinions with respect to the Documents. We have previously reviewed the Vector Mortgage, as set out in detail in our letter dated April 27, 2020 (filed with the Court as Appendix F to the Receiver’s Second Report).

Alai Loan

Pursuant to an agreement of purchase and sale dated February 5, 2017, Alai sold the Property to Le Jardin Investments Inc., in trust, for a company to be incorporated (the “**APS**”). Title to the Property was taken in the name of the Debtor.

The APS provides, at Schedule “C”, that the Debtor agreed to pay various sums to Alai related to the development of the Property which Alai had already paid, or for which Alai had provided letters of credit, at the time the APS was entered into. The total amounts contemplated under Schedule “C” total \$1,020,038.15 (the “**Additional APS Amounts**”) and consist of the following: (i) \$469,277.66 in reimbursement to Alai for Alai’s prepayment of this sum to the City of Markham for development of the Property; (ii) \$166,812.77 in reimbursement to Alai for the amount Alai paid pursuant to a cost sharing agreement for community construction regarding the Property; and, (iii) \$383,947.72, related to letters of credit regarding the development of the Property.

As security for the Additional APS Amounts, the Debtor granted Alai the Alai Mortgage over the Property. Schedule "C" to the APS is attached to and forms part of the Alai Mortgage.

Schedule "C" provides that the Debtor owes Alai the Additional Amounts "on the earlier of the day [the Debtor] enters into a subdivision agreement or site plan agreement, or the day the [Debtor] receives credits or reductions (the "**Development Date**")...". Schedule "C" further provides that if not all of the Additional Amounts are credited or recovered, then the Debtor shall reimburse Alai only for those amounts that are credited or reimbursed.

Schedule "C" further provides that the Alai Mortgage would be subsequent to the Debtor's mortgage financing provided the mortgages did not exceed 66% of the Property's purchase price of \$8,800,000. Since the aggregate mortgage financing from Vector and 101 Canada is far in excess of 66% of the purchase price of \$8,800,000, this provision does not appear to be relevant with respect to the relative priority of the Alai Mortgage and the 101 Mortgage.

OPINIONS WITH RESPECT TO VALIDITY AND PRIORITY OF SECURITY

In our opinion, based on the assumptions and subject to the qualifications set out herein, the Alai Mortgage is a valid charge on the Property enforceable in accordance with its terms.

We do not opine, however, as to whether the conditions for the payment of the Additional Amounts (or any of them) have been met or what amounts, if any, may be owing under the Alai Mortgage.

This review is provided to you in your capacity as court-appointed receiver of the Property pursuant to the order of the Honourable Mr. Justice Penny dated December 6, 2019. This letter may not be relied on by any other person without our prior written consent.

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

Yours very truly,
PALIARE ROLAND ROSENBERG ROTHSTEIN LLP



Jeffrey Larry

SCHEDULE "A"**DOCUMENTS REVIEWED**

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

Alai Loan and Security Documents:

1. Charge/Mortgage granted by the Debtor in favour of Alai, in the original principal sum of \$1,020,038, registered on May 15, 2017 as instrument No. YR2668140.

DOCUMENTS NOT REVIEWED

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

1. The 101 Mortgage.

SCHEDULE "B"**ASSUMPTIONS**

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

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

12. to the extent that a security interest in investment property (as defined in the PPSA) has been granted by the Debtor to Alai, Alai has control of such investment property;
13. that no execution creditor or other person has seized or caused seizure of any asset of the Debtor; and
14. that the public records examined by us in connection with this report were complete and accurate when examined.

SCHEDULE "C"**QUALIFICATIONS**

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

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

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

SCHEDULE "D"**SUMMARY OF SECURITY SEARCHES AGAINST 168 OLD KENNEDY INC.
(the "DEBTOR")****Corporate History**

The Debtor was incorporated on March 20, 2017 pursuant to the laws of the Province of Ontario.

Personal Property Security Act (Ontario)

(File Currency: April 13, 2020)

1. Secured Party: Vector Financial Services Limited

Debtor: 168 Old Kennedy Inc.

Collateral Classification: Inventory, Equipment, Accounts, Other

General Collateral Description: Security documentation relating to property located at and municipally known as 168-178 Old Kennedy Road, Markham, Ontario (Loan No. 17-18)

Registration No.: 20170508 1205 1590 3388

File No. 727386552

Registration Date: May 8, 2017

Registration Period: 4 Years

Expiry Date: May 8, 2021

2. Secured Party: Vector Financial Services Limited

Debtor: 168 Old Kennedy Inc.

Collateral Classification: Inventory, Equipment, Accounts, Other

General Collateral Description: All of the debtor's present and after-acquired personal property located at, on or about the lands and premises municipally known as 168 to 178 Old Kennedy Road, Markham, Ontario, or used or acquired

in Connection with or primarily related to the business of the debtor conducted on or with respect to such lands and premises (Loan No. 19-17).

Registration No.: 20190531 1015 9234 6694

File No. 751798827

Registration Date: May 31, 2019

Registration Period: 3 Years

Expiry Date: May 31, 2022

3. Secured Party: Olympia Trust Company

Debtor: 168 Old Kennedy Inc.

Collateral Classification: None marked

General Collateral Description: connection with or primarily related to the business of the debtor conducted on or with respect to such lands and premises (Loan No. 19-17)

Registration No.: 20190531 1015 9234 6694

File No. 751798827

Registration Date: May 31, 2019

Registration Period: 3 years

Expiry Date: May 31, 2022

Bank Act (Ontario)

Date of Search: April 13, 2020

CLEAR

Official Receiver (Bankruptcy)**BIA Estate No:** 31-458836**BIA Estate Name:** 168 OLD KENNEDY INC.**Estate Type:** Receivership**Date of Proceeding:** December 6, 2019**Total Liabilities:** \$0**Executions:** Ontario (all 49 Ontario enforcement offices)**Date of Search:** April 14, 2020

CLEAR

SCHEDULE "E"**LEGAL DESCRIPTION OF REAL PROPERTY**

Municipal Address: 168 Old Kennedy Road, Markham, Ontario

PIN No. 02953-0145 (LT): BLOCK 2, PLAN 65M4289 T/W EASE OVER PT E1/2 LT 2, CON 5, PTS 4, 6, 7 & 8, PL 65R30487 IN FAVOUR OF PT BLK 2, PL 65M4289 LYING WITHIN THE LIMITS OF PT 1, PL 65R30487, AS IN MA91760; T/W EASE OVER PT E1/2 LT 2, CON 5, PTS 2, 4, 7 & 8, PL 65R30487 IN FAVOUR OF PT BLK 2, PL 65M4289 LYING WITHIN LIMITS OF PT 5, PL 65R30487, AS IN MA110959; T/W EASE OVER PT E1/2 LT 2, ONC 5, PTS 2, 6, 7 & 8 IN FAVOUR OF PT BLK 1, PL 65M4289 LYING WITHIN LIMITS OF PT 3, PL 65R30487, AS IN R694330; S/T EASE AS IN YR1610522; S/T EASE IN GROSS AS IN YR1684881;; SUBJECT TO AN EASEMENT IN GROSS AS IN YR1749103; SUBJECT TO AN EASEMENT IN GROSS AS IN YR1778673; SUBJECT TO AN EASEMENT AS IN YR1905638; SUBJECT TO AN EASEMENT OVER PTS 2, 4 & 6, 65R33280 IN FAVOUR OF BLK 3, PL 65M4289 AS IN YR1936318; CITY OF MARKHAM

Doc 3384079 v1

APPENDIX “O”

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

BETWEEN:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

168 OLD KENNEDY INC.


Respondent

**AFFIDAVIT OF DANIEL WEISZ
(Sworn July 14, 2020)**

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 an Order of the Ontario Superior Court of Justice dated December 6, 2019, RSM Canada Limited was appointed as receiver of the property municipally known as 168 Old Kennedy Road, Markham, Ontario.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME
THIS 14th DAY OF JULY, 2020**



A Commissioner, etc.

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



GST/HST: 80784 1440 RT 0001

To RSM Canada Limited
 Court-appointed Receiver of
 168 Old Kennedy Road
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Date May 8, 2020

Client File 7840515-10001

Invoice 5

No. 6008630

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of 168 Old Kennedy Road, Markham, Ontario (the "Property") for the period April 1, 2020 to April 30, 2020.

Date	Professional	Description
04/01/2020	Daniel Weisz	Review emails re status of offers; conference call with K. Avison and B. Sykes of Avison Young and J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") to discuss the current status of offers; review updated offer summary and preliminary review of offers and email to K. Avison re one offer received; prepare for and attend conference call with M. Oelbaum and N. Mintz of Vector Financial Services Ltd. ("Vector"), K. Avison, B. Sykes and J. Larry to discuss the status of the offers; email to J. Freeman of Cassels, Brock & Blackwell LLP ("Cassels") re proposed offer to be accepted; discussion with prospective purchaser and exchange emails with K. Avison re same.
04/02/2020	Daniel Weisz	Exchange emails with H. Chaiton of Chaitons LLP, exchange emails with Vector regarding same; review email from K. Avison and email to J. Freeman re same; prepare for and attend conference call with M. Oelbaum, N. Mintz and J. Larry re H. Chaiton request.
04/03/2020	Daniel Weisz	Review email from J. Larry re his discussion with H. Chaiton; review email from K. Avison re purchaser's counsel and forward same to J. Freeman; review of emails.
04/04/2020	Daniel Weisz	Review email from J. Freeman and email to J. Freeman re same.
04/04/2020	Daniel Weisz	Review email from H. Chaiton, draft response and email to J. Larry re same.
04/05/2020	Daniel Weisz	Email to H. Chaiton in response to his; review email from H. Chaiton and email to J. Larry re same.
04/06/2020	Brenda Wong	Continue drafting the Receiver's Second Report to Court.
04/06/2020	Daniel Weisz	Discussion with J. Larry re email received from H. Chaiton; review emails from J. Freeman re purchaser's changes to the Agreement of Purchase and Sale ("APS") and respond thereto; review email from Vector re financing condition; review J. Freeman correspondence with purchaser's counsel; review account

May 8, 2020
 Invoice 5
 Page 2

Date	Professional	Description
		rendered by Paliare Roland and email to S. Sanasie of Paliare Roland re same; review updated form of APS and email to J. Freeman re same; review updated APS received and email to J. Freeman.
04/07/2020	Brenda Wong	Continue writing the Receiver's report to Court; emails with Richmond Advisory Services Inc. ("RAS") re payment of its account.
04/07/2020	Daniel Weisz	Begin review and update report to court; review email from N. Mintz and respond; email to J. Freeman; review further emails re the APS; conference call with J. Freeman and O. De Guerre of Keyser Mason Ball, LLP with respect to the APS and email to J. Freeman re same.
04/08/2020	Daniel Weisz	Review APS; effect signing of the APS; discussion with J. Freeman re the APS; emails to Vector and Avison Young re the status of the APS; exchange emails with J. Freeman re release of APS.
04/09/2020	Daniel Weisz	Review APS; work on report to court and confidential appendix; review emails re status of deposit; J. Larry re corresponding to H. Chaiton.
04/09/2020	Daniel Weisz	Email to Vector re status of the deposit from the purchaser.
04/13/2020	Daniel Weisz	Exchange emails with J. Freeman re status of the deposit; emails with M. Oelbaum re same; exchange emails with K. Avison.
04/14/2020	Brenda Wong	Review changes to the draft report and confidential appendix and make additional edits.
04/14/2020	Daniel Weisz	Discussion with B. Wong on the report to court; process online payment; review Vector request; review file; email to J. Larry and respond to N. Mintz.
04/15/2020	Brenda Wong	Review invoice from Quick Fence and email to request EFT information.
04/15/2020	Daniel Weisz	Review email from N. Mintz and respond thereto.
04/16/2020	Brenda Wong	Emails with Quick Fence to request EFT payment information and prepare cheque requisition for payment of its account.
04/16/2020	Daniel Weisz	Exchange emails with K. Avison re status of the sale transaction; discussion with J. Freeman on same; review exchange of emails between J. Freeman and purchaser's counsel; review and filing of emails.
04/17/2020	Brenda Wong	Review summary of activities; review cash on hand and expenses to pay; review emails re purchaser's request re the purchase price.
04/17/2020	Daniel Weisz	Process e-payment; review summary of activities; review email from K. Avison re status of the sale of the property and email to J. Larry re same; conference call with J. Freeman, J. Larry, B. Sykes, K. Avison, M. Oelbaum and N. Mintz.
04/20/2020	Brenda Wong	Call with Avison Young, Paliare Roland, Cassels and Vector re status of due diligence and Receiver's response to purchaser.
04/20/2020	Daniel Weisz	Review email from Avison Young re negotiations with the purchaser on the weekend; discussion with J. Larry re status of offers; prepare for and attend conference call with K. Avison, B. Sykes, J. Freeman, J. Larry and B. Wong re the APS and subsequent conference call with the above parties and M. Oelbaum and N. Mintz; review exchange of emails between the purchaser's counsel and J. Freeman; review emails re extension of due diligence period and email to Avison Young re status.
04/21/2020	Brenda Wong	Review emails re status of sale; respond to inquiry re insurance for the property.

Date	Professional	Description
04/21/2020	Daniel Weisz	Review draft APS amending agreement and email to J. Freeman re same; review and sign amending agreement and email same to K. Avison; discussion with J. Freeman on status; discussion with J. Larry re status and email received from H. Chaiton; review email from O. De Guerre re the purchaser's position re the status of the transaction, discussion with J. Freeman and N. Mintz re same; subsequent discussion with J. Freeman; email to Avison Young re status update; exchange emails with J. Freeman re the purchaser's position re the purchase price; conference call with M. Oelbaum and N. Mintz re status of the transaction.
04/22/2020	Daniel Weisz	Discussion with J. Freeman re status and closing considerations; review and sign amending agreement to the purchase agreement and forward to J. Freeman; discussion with A. Lai re status and exchange emails with J. Larry re same; review and update the Second Report to Court and the Confidential Appendix to the Second Report to the Court; review emails re executed amending agreement; discussion with J. Freeman on same; exchange emails with J. Larry re correspondence from H. Chaiton.
04/22/2020	Brenda Wong	Review updated draft report and make additional edits.
04/22/2020	Anne Baptiste	Prepare bank reconciliation.
04/23/2020	Brenda Wong	Review and follow up re email from Vector re adding it to the Receiver's insurance policy, review email from Vector's insurance consultant with its insurance requirements and respond with questions on same.
04/23/2020	Daniel Weisz	Email to Avison Young re report to court; emails to J. Larry and J. Freeman re report to court, exchange emails with J. Larry re date for application to court; review emails between counsel regarding status of the deposit funds; review draft letter to Court re obtaining motion date and email to J. Larry re same; review emails re Vector insurance request; review further emails re status of the deposit; email to Vector re status of the deposit.
04/23/2020	Echa Odeh	Update the interim statement of receipts and disbursements ("SRD"), affidavit of fees and summary of fees.
04/24/2020	Brenda Wong	Emails with My Insurance Brokers ("MIB") re Vector's request with respect to the insurance coverage and call with MIB re same.
04/24/2020	Daniel Weisz	Review emails re status of the deposit; J. Larry re letter being sent to the Court to obtain a date for the application to Court for approval of the APS; emails re receipt of deposit; review draft email to H. Chaiton and J. Larry on same; review J. Freeman comments on draft report and discussion with J. Freeman re same and matters re closing; email to J. Larry re draft report.
04/27/2020	Brenda Wong	Review draft SRD and compile appendices; review Paliare Roland and Cassels revisions to the report and make additional edits; review and respond to MIB re Vector's request.
04/27/2020	Echa Odeh	Make additional changes to the SRD.
04/27/2020	Daniel Weisz	Discussion with J. Larry re report to court; exchange emails re fee affidavit; discussion with M. Oelbaum re the mortgage discharge statement and matters relating thereto; review and update report.
04/28/2020	Brenda Wong	Review changes to draft report, make updates and send to Paliare Roland to review; review Avison Young's final marketing report; make additional edits to

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 Invoice 5
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Date	Professional	Description
		the report and confidential appendix; reference confidential appendix to source documents; respond to questions from Paliare Roland re the service list; review invoice from RAS.
04/28/2020	Daniel Weisz	Review affidavit of fees of each of Cassels and Paliare Roland; email to Cassels re its affidavit of fees; review email from J. Larry re finalization of report and email to J. Freeman re same; discussion with B. Wong on report status; review draft opinion on Vector security and email to J. Larry re same; exchange emails with M. Oelbaum re financing to purchaser; review email from A. Lai and respond to same; exchange emails with J. Larry and E. Rathbone of Paliare Roland re finalizing the report to court; review draft notice of motion and provide comments to J. Larry and E. Rathbone; process e-payment; final review and update to report and confidential appendix; review final legal opinion; review of Vector mortgage statement and email to Paliare Roland re same; review and swear fee affidavit.
04/28/2020	Echa Odeh	Reference report to source documents.
04/29/2020	Brenda Wong	Review Vector discharge statement and email/call with Vector re the interest calculation; discussion with D. Weisz re same.
04/29/2020	Daniel Weisz	Discussion with B. Wong on Vector discharge statement; discussion with J. Larry re the Vector discharge statement and finalizing the report to court; finalize and sign the report; exchange emails with J. Freeman re name of party to take title on sale; review documents served.
04/30/2020	Brenda Wong	Review estimate of funds available for distribution after payment of first mortgage; arrange for posting of motion record to Receiver's website; email to RAS to advise of anticipated sale of property; call with J. Bornstein of Cassels re sale approval motion.
04/30/2020	Daniel Weisz	Prepare schedule setting out an estimate of the funds available following the sale of the property and email to J. Larry re same; review email from A. Lai and respond to same.
		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.

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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	31.6	\$ 550	\$ 17,380.00
Brenda Wong, CIRP, LIT	Senior Manager	9.5	\$ 425	4,037.50
Echa Odeh	Senior Associate	2.8	\$ 225	630.00
Anne Baptiste	Estate Administrator	0.2	\$ 125	25.00
Total hours and professional fees		<u>44.1</u>		\$ 22,072.50
HST @ 13%				2,869.43
Total payable				\$ 24,941.93

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
 168 Old Kennedy Road
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Date June 4, 2020

Client File 7840515-10001
Invoice 6
No. 6029895

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of 168 Old Kennedy Road, Markham, Ontario (the "Property") for the period May 1, 2020 to May 31, 2020.

Date	Professional	Description
05/01/2020	Daniel Weisz	Review draft confidentiality agreement and email to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") re same; review and sign final form of confidentiality agreement and forward information to the second mortgagee; review email from the second mortgagee and respond thereto.
05/02/2020	Daniel Weisz	Email to J. Larry re subsequent mortgagees.
05/04/2020	Brenda Wong	Respond to email from Ideal Solutions Insurance; send email to My Insurance Brokers ("MIB") re Certificate of Insurance ("COI") requested by Vector Financial Services Ltd. ("Vector"); review COI and send to Intech Risk Management Inc. ("Intech"); review and respond to emails from Intech; prepare cheque requisition for payment of insurance invoice.
05/04/2020	Daniel Weisz	Exchange emails with J. Larry re communication with H. Chaiton of Chaitons LLP; review emails from A. Lai and respond to same; review and respond to email from N. Mintz of Vector.
05/05/2020	Brenda Wong	Review email from Intech; email to MIB to advise of EFT processed to pay its account; review summary of activities.
05/05/2020	Daniel Weisz	Exchange emails with J. Larry re H. Chaiton enquiry; process e-payment; discussion with J. Larry re same; exchange emails with N. Mintz; review and exchange emails with A. Lai; discussion with J. Larry re his discussion with H. Chaiton.
05/06/2020	Brenda Wong	Review changes to service list and arrange for posting of updated list to Receiver's webpage; review emails from second and third mortgagees.
05/06/2020	Daniel Weisz	Further email to A. Lai re funds available for distribution following sale of the property and exchange emails with A. Lai re same; review email from H. Chaiton and review updated non-disclosure agreement ("NDA") prepared by J. Larry, sign and return to J. Larry.

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Date	Professional	Description
05/07/2020	Daniel Weisz	Review draft factum and email to E. Rathbone of Paliare Roland re same; exchange emails with H. Chaiton re status of confidentiality agreement sent to H. Chaiton.
05/08/2020	Anne Baptiste	Posting disbursement to Ascend.
05/08/2020	Daniel Weisz	Review factum served; email to J. Larry re Monday court application; exchange emails with M. Oelbaum of Vector re court application on Monday; review summary of activities.
05/09/2020	Daniel Weisz	Review email from H. Chaiton; review email from J. Freeman of Cassels, Brock & Blackwell LLP ("Cassels"); email to M. Oelbaum re Monday court hearing.
05/10/2020	Daniel Weisz	Discussion with J. Larry re email from H. Chaiton; conference call with J. Larry and M. Oelbaum re court application tomorrow and proposed distribution; review J. Larry email to H. Chaiton.
05/11/2020	Brenda Wong	Review invoice from Quick Fence and prepare cheque requisition; email to Cassels re cost of fence rental.
05/11/2020	Daniel Weisz	Prepare for and attend Court Zoom session re Receiver's application for approval of the sale of the property; conference call with M. Oelbaum and J. Larry re Vector mortgage payout statement; conference call with J. Larry and H. Chaiton re Vector discharge statement and amount to be held back from distribution; discussion with M. Oelbaum regarding same; discussion with J. Freeman re approval of the sale and matters relating to closing of the transaction; prepare schedule of withheld amount; review court orders issued and the Endorsement of Justice Hainey; exchange emails with J. Larry re same; forward documents to Vector.
05/12/2020	Brenda Wong	Arrange for posting of May 11 Orders to the Receiver's webpage; email to Richmond Advisory Services Inc. ("RAS") re sale approval.
05/12/2020	Daniel Weisz	Conference call with M. Oelbaum and N. Mintz re status of distribution; email to A. Lai re requesting documentation re security.
05/12/2020	Anne Baptiste	Prepare bank reconciliation.
05/13/2020	Daniel Weisz	Review email from H. Hui enclosing second mortgage documents and statement of outstanding amount; emails to J. Larry re same; review email from N. Mintz re request and email to N. Mintz; review email from J. Larry and respond.
05/14/2020	Daniel Weisz	Review email from counsel to A Lai and exchange emails with J. Larry re same; exchange emails with J. Freeman re matters relating to closing.
05/15/2020	Brenda Wong	Emails with Quick Fence re sale of the property and assumption by purchaser of fence rental; email to RAS to confirm closing date; email to D. Weisz re payment of Quick Fence invoice; review emails re second mortgagee's security and call with Paliare Roland and D. Weisz re same.
05/15/2020	Daniel Weisz	Review documentation relating to the second mortgage, conference call with J. Larry and B. Wong re same; review email from J. Larry to debtor counsel; discussion with M. Oelbaum re status; exchange emails re closing and fence rental.
05/19/2020	Brenda Wong	Review emails re closing date and deliverables.

Date	Professional	Description
05/19/2020	Daniel Weisz	Discussion with J. Freeman re closing matters and purchaser request to extend closing date; review draft closing agenda and emails with B. Wong and A. Bross re same; review email from M. Oelbaum.
05/20/2020	Daniel Weisz	Respond to email from A. Lai re closing date.
05/21/2020	Daniel Weisz	Exchange emails re status of closing; email to J. Larry re status of information relating to the amount claimed; review email from J. Minster.
05/21/2020	Brenda Wong	Review Statement of Adjustments.
05/22/2020	Brenda Wong	Review emails re second mortgage; email to Avison Young re closing date and request for commission invoice; review amended statement of adjustments.
05/22/2020	Daniel Weisz	Review draft closing documents and email to A. Bross re same; discussion with J. Larry re amount claimed as owing by second mortgagee; review email from A. Bross re closing documents and review updated statement of adjustments.
05/25/2020	Brenda Wong	Review Cassels emails re closing documents and provide wire transfer instructions; review RAS invoice and prepare cheque requisition for payment.
05/25/2020	Daniel Weisz	Exchange emails with N. Mintz; review documentation re mortgage of second mortgagee.
05/26/2020	Daniel Weisz	Discussion with J. Larry re information provided by counsel to A. Lai; discussion with J. Freeman re matters relating to closing; respond to email from A. Lai; discussion with M. Oelbaum re status of distribution; discussion with J. Freeman re funds being paid on closing and prepare schedule relating thereto and circulate the schedule in advance of conference call tomorrow.
05/27/2020	Brenda Wong	Call from Canada Revenue Agency inquiring re status of receivership.
05/27/2020	Daniel Weisz	Prepare for and attend conference call with representatives of Rose, Persiko, Rakowsky, Melvin LLP, Vector and Cassels to discuss matters relating to closing, subsequent discussion with J. Freeman; discussion with K. Dunning of Vector re payout statement; review and sign documents for closing; review and update draft documents re portion of consideration on closing; emails and discussion with J. Freeman on same; review various versions of documents and provide comments; discussion with A. Bross.
05/28/2020	Daniel Weisz	Review emails from A. Lai and respond thereto; review draft receipt to be provided by Vector and email to J. Freeman re same; J. Larry re his discussion with counsel to A. Lai; filing of emails; exchange emails re purchaser assumption of contract with Quick Fence.
05/28/2020	Brenda Wong	Emails with RAS and Cassels re delivery of keys to the purchaser; review emails/ documentation re closing of the sale.
05/29/2020	Daniel Weisz	Various emails relating to closing; review draft Receiver's Certificate and update; review, update and sign Receiver's Certificate; exchange emails with M. Oelbaum re status; review e-mails re extension of closing date to June 1, 2020.
05/29/2020	Brenda Wong	Review emails re status of closing and closing documents; emails with RAS and D. Weisz re status of closing, insurance and site inspection to be scheduled for May 31.
05/29/2020	Anne Baptiste	Posting disbursement to Ascend.

June 4, 2020
 Invoice 6
 Page 4

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

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	21.8	\$ 595	\$ 12,971.00
Brenda Wong, CIRP, LIT	Senior Manager	4.3	\$ 485	2,085.50
Anne Baptiste	Estate Administrator	0.4	\$ 125	50.00
Total hours and professional fees		<u>26.5</u>		\$ 15,106.50
HST @ 13%				1,963.85
Total payable				\$ 17,070.35

* New rates are effective May 1, 2020 with RSM Canada Limited's new fiscal year.

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



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

GST/HST: 80784 1440 RT 0001

To RSM Canada Limited
 Court-appointed Receiver of
 168 Old Kennedy Road
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Date July 2, 2020

Client File 7840515-10001
Invoice 7
No. 6054222

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of 168 Old Kennedy Road, Markham, Ontario (the "Property") for the period June 1, 2020 to June 30, 2020.

Date	Professional	Description
06/01/2020	Daniel Weisz	Review listing agreement; email to K. Avison of Avison Young ("Avison") re same; email to J. Freeman of Cassels, Brock & Blackwell LLP ("Cassels") re distribution of funds on closing; review updated Receiver's Certificate and A. Bross of Cassels on same; exchange emails with M. Oelbaum of Vector Financial Services Ltd. ("Vector") re status of transaction; email to J. Larry of Paliare Roland Rosenberg Rothstein LLP re amount owing to second mortgagee; discussion with N. Mintz of Vector; review emails re closing status; review Receiver's online bank account to confirm receipt of net closing proceeds; prepare schedule re calculation of interim distribution to be paid, review draft email, amend and finalize email to Vector, review, update and sign request for wire transfer for cash portion of interim distribution; email to J. Larry re providing information to H. Chaiton of Chaitons LLP; email to K. Avison re closing of the sale; exchange emails with R. Tan of Vector re status of wire transfer.
06/01/2020	Brenda Wong	Review emails re closing of sale; call with R. Tan to confirm wire instructions; prepare letter to BMO re wire transfer and calculate amount of wire; email to Richmond Advisory Services Inc. ("RAS") to confirm release of keys; email to Quick Fence to confirm cancellation of rental contract; email to My Insurance Brokers to terminate insurance.
06/02/2020	Daniel Weisz	Review and sign Cooperation Agreement and email to Avison re same; email to J. Freeman and J. Larry re same; review emails re amount claimed by Alai Developments Inc. ("Alai") and email to J. Larry re same; review and send calculation of holdback amount to R. Tan.
06/02/2020	Brenda Wong	Call from BMO to confirm wire transfer instructions; prepare documentation for posting of sale proceeds and distribution to first mortgagee; review emails re Avison commission.

July 2, 2020
 Invoice 7
 Page 2

Date	Professional	Description
06/03/2020	Brenda Wong	Review and respond to email from RAS re keys; review emails re City of Markham status of funds held.
06/04/2020	Daniel Weisz	Email to Vector re status of distribution; review email from K. Avison re amount paid re commission and email to J. Freeman re same.
06/04/2020	Brenda Wong	Review summary of activities; prepare cheque requisition for payment of RAS and Receiver's invoices.
06/05/2020	Brenda Wong	Review outstanding legal fees to be paid and prepare cheque requisition.
06/05/2020	Daniel Weisz	Process electronic payments.
06/05/2020	Echa Odeh	Review of invoice.
06/05/2020	Anne Baptiste	Post receipt and disbursements to Ascend.
06/08/2020	Brenda Wong	Review and respond to email inquiry from unsecured creditor.
06/08/2020	Daniel Weisz	Review and respond to email from A Lai; exchange email with J. Larry.
06/09/2020	Daniel Weisz	Discussion with N. Mintz re status of review of security held by Alai and timing re distribution; process electronic payment.
06/09/2020	Brenda Wong	Prepare cheque requisition for payment of Cassels account.
06/10/2020	Daniel Weisz	Review email from J. Minster of Ferrari Jaeger LLP and conference call with J. Minster and J. Larry to discuss same re amount claimed by Alai.
06/12/2020	Daniel Weisz	Discussion with J. Larry re his discussion with J. Minster; review of emails.
06/15/2020	Brenda Wong	Prepare cheque requisition for payment of legal fees; update Statement of Receipts and Disbursements ("R&D") to June 15, 2020; prepare interim report of Receiver pursuant to S.246(2) of the Bankruptcy and Insolvency Act (the "S.246 Report").
06/15/2020	Daniel Weisz	Exchange emails with Alai re status of security held and next distribution; emails with J. Freeman re closing book relating to sale of the property; process electronic payment; review and respond to email from N. Mintz.
06/16/2020	Brenda Wong	Review changes to R&D and the S.246 Report.
06/16/2020	Daniel Weisz	Review draft R&D and email to B. Wong re same; review the S.246 Report.
06/17/2020	Daniel Weisz	Discussion with J. Larry re R&D and position of second mortgagee; review correspondence with the City of Markham and emails with J. Larry re same.
06/18/2020	Daniel Weisz	Review email from J. Larry; email to Vector enclosing R&D; email to Alai enclosing R&D; exchange emails with J. Larry.
06/19/2020	Brenda Wong	Review status of RAS billings and email to request final bill, review account and submit for payment.
06/19/2020	Daniel Weisz	Review email from N. Mintz and respond thereto; review email from Alai and respond thereto; review response from the City of Markham; discussion with J. Larry.
06/19/2020	Anne Baptiste	Prepare bank reconciliation.
06/22/2020	Brenda Wong	Fax S.246 Report to the Office of the Superintendent of Bankruptcy and arrange for posting to the Receiver's webpage.
06/22/2020	Daniel Weisz	Process e-payment; review and sign S.246 Report; discussion with J. Larry; prepare for and attend conference call with M. Oelbaum, N. Mintz, and J. Larry

Date	Professional	Description
		re proposed finalization of the receivership administration; discussion with B. Wong re report to court to be prepared.
06/23/2020	Brenda Wong	Prepare Receiver's third report to the Court.
06/23/2020	Daniel Weisz	Review exchange of emails between J. Larry and J. Minster; review draft statutory declaration and email to J. Larry re same; respond to email from J. Larry; review documents.
06/24/2020	Daniel Weisz	Respond to email from Alai; review and update report to court; discussion with J. Larry re available Court date.
06/24/2020	Brenda Wong	Respond to creditor inquiry.
06/25/2020	Brenda Wong	Review changes to draft report and make additional updates; respond to creditor email.
06/25/2020	Daniel Weisz	Review emails re court date scheduled and emails to Vector and Alai re same; exchange emails with J. Larry.
06/26/2020	Daniel Weisz	Discussion with B. Wong on status of the receivership; update draft report and email to J. Larry re same; review email from the City of Markham; discussion with J. Larry; email to Alai.
06/26/2020	Anne Baptiste	Post disbursements to Ascend.
06/29/2020	Daniel Weisz	Discussion with J. Larry re status of receivership finalization.
06/30/2020	Brenda Wong	Prepare R&D for period ending June 30; prepare affidavit of fees for third report.
06/30/2020	Daniel Weisz	Review closing book and email to Cassels re same; email to Alai re request made by the Receiver; review J. Larry comments on the draft report; update report; discussion with J. Larry.
		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.

July 2, 2020
 Invoice 7
 Page 4

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	12.7	\$ 595	\$ 7,556.50
Brenda Wong, CIRP, LIT	Senior Manager	6.9	\$ 485	3,346.50
Echa Odeh	Senior Associate	0.2	\$ 225	45.00
Anne Baptiste	Estate Administrator	1.2	\$ 125	150.00
Total hours and professional fees		21.0		\$ 11,098.00
HST @ 13%				1,442.74
Total payable				\$ 12,540.74

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 BEFORE ME
THIS 14th DAY OF JULY, 2020**



A Commissioner, etc.

**In the Matter of the Receivership of
168 Old Kennedy Road, Markham, Ontario
Summary of Receiver's Fees
For the Period April 1, 2020 to June 30, 2020**

Invoice #	Invoice Date	Period	Hours	Fees	HST	Total	Average Hourly Rate
5	08-May-20	April 1 to April 30, 2020	44.1	\$ 22,072.50	\$ 2,869.43	\$ 24,941.93	\$ 500.51
6	04-Jun-20	May 1 to May 31, 2020	26.5	15,106.50	1,963.85	17,070.35	570.06
7	02-Jul-20	June 1 to June 30, 2020	21.0	11,098.00	1,442.74	12,540.74	528.48
Total fees			91.6	\$ 48,277.00	\$ 6,276.02	\$ 54,553.02	\$ 527.04

APPENDIX “P”

Court File No: CV-19-00631363-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

168 OLD KENNEDY INC.

Respondent

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

**AFFIDAVIT OF MICHELLE JACKSON
(Sworn July 13, 2020)**

I, Michelle Jackson, of the Town of Milton, 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 Penny dated December 6, 2019 (the “**Appointment Order**”), RSM Canada Limited was appointed as the receiver (the “**Receiver**”) without security, of the real property municipally known as 168 Old Kennedy Road, Markham, Ontario.
3. Pursuant to the Appointment Order, Paliare Roland has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoices attached hereto and marked as **Exhibit “A”** (the “Dockets”) set out Paliare Roland’s fees and disbursements from April 1, 2020 to June 30, 2020. The

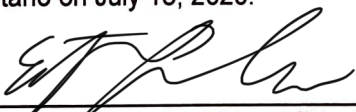
Dockets describe the services provided and the amounts charged by Paliare Roland.

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
Jeff Larry, Partner, 2001 Call	\$725.00/hr	30.50	22,112.50
Elizabeth Rathbone, Associate, 2016 Call	\$475.00/hr	39.90	18,952.50
Jacqueline Cummins Law Clerk	\$220.00/hr	2.40	528.00
Subtotal			41,593.00

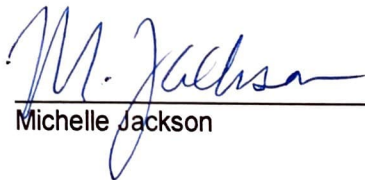
5. Inclusive of HST and disbursements, the total amount of the Dockets are **\$47,415.72**.

SWORN BEFORE ME, by video)
conference from the Town of Milton,)
Province of Ontario,)
To the City of Toronto, Province of)
Ontario on July 13, 2020.)



A Commissioner for taking Affidavits

Elizabeth Rathbone
LSO # 70331U



Michelle Jackson

This is **Exhibit "A"** referred to in
the Affidavit of Michelle Jackson
sworn this 13th day of July, 2020



A Commissioner for Taking Affidavits

Elizabeth Rathbone



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

416.646.4300
paliareroland.com

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

May 31, 2020
Invoice No.: 96857
Our File No.: 6595-96983

RE: 168 Old Kennedy

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2020:

Total Fees	\$ 37,013.00
Non Taxable Disbursements	82.00
Total Disbursements subject to HST	295.25
Total HST	4,850.07
	<hr/>
INVOICE TOTAL	\$ 42,240.32
	<hr/> <hr/>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

Jeffrey Larry



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

416.646.4300
 paliareroland.com

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

May 31, 2020
 Invoice No.: 96857
 Our File No.: 6595-96983

RE: 168 Old Kennedy

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2020:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/04/20	JL	Calls and emails to discuss sale process updates;	725.00	1.30	942.50
02/04/20	JL	Various calls and email correspondence;	725.00	1.20	870.00
06/04/20	JL	Call with D. Weisz; correspondence to D. Weisz; correspondence to H. Chaiton;	725.00	0.40	290.00
07/04/20	JL	Email correspondence; call with E. Rathbone to discuss court approval process;	725.00	0.50	362.50
09/04/20	JL	Call with D. Weisz; issues re: sales process and next steps; correspondence with H. Chaiton;	725.00	0.30	217.50
13/04/20	JC	Email exchanges with E. Rathbone; performing corporate searches;	220.00	0.80	176.00
13/04/20	JL	Various email correspondence with D. Weisz and others re: status of transaction;	725.00	0.20	145.00
13/04/20	ER	E-mails with J Larry re status; review file; e-mails with J Cummins re security review; review documents re same;	475.00	1.30	617.50

RSM Canada Limited

Invoice No.: 96857

Our File No.: 6595-

96983

Page No.: 2

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
14/04/20	JC	Reviewing corporate search results; email to E. Rathbone; email to P. Wright;	220.00	0.60	132.00
15/04/20	ER	Prepare mortgage opinion;	475.00	1.10	522.50
16/04/20	JC	Updating opinion letter with results from corporate searches; email to E. Rathbone;	220.00	1.00	220.00
17/04/20	JL	Conference call with Avison Young and Danny Weisz;	725.00	0.50	362.50
17/04/20	ER	Review searches, security documents; draft security opinion;	475.00	4.70	2,232.50
20/04/20	JL	Call with D. Weisz; conference call with AY, RSM and Vector; various email correspondence re extension of closing and amended offer;	725.00	0.60	435.00
21/04/20	JL	Calls with D. Weisz; various correspondence re: amending APS and waiver; correspondence with E. Rathbone;	725.00	0.80	580.00
21/04/20	ER	Review correspondence re insurance issue; e-mail to J Larry re same;	475.00	0.20	95.00
22/04/20	JL	Email and phone discussions about finalizing amendment;	725.00	0.40	290.00
22/04/20	ER	Coordinate scheduling; review documents; e-mails with J Larry re sale approval; e-mails and call with M Jackson re same;	475.00	1.10	522.50
23/04/20	JL	Discussion with E. Rathbone; call with D. Weisz; revise letter to Justice Hainey; review and address email correspondence re closing;	725.00	0.50	362.50

RSM Canada Limited

Invoice No.: 96857

Our File No.: 6595-
96983

Page No.: 3

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
23/04/20	ER	Draft letter to Justice Hainey re hearing; call and e-mails with J Larry re same; review and revise same; e-mails with J Larry re status;	475.00	1.60	760.00
24/04/20	JL	Call with D. Weisz; correspondence with H. Chaiton; call with E. Rathbone re: materials;	725.00	0.40	290.00
24/04/20	ER	E-mails with Court re scheduling; e-mails and confers with J Larry re status; review correspondence; e-mails with Vector counsel re form vesting order;	475.00	1.30	617.50
26/04/20	JL	Review and revise draft Receiver's report;	725.00	0.50	362.50
27/04/20	JL	Call with D. Weisz; discussion with E. Rathbone re: finalizing report;	725.00	0.30	217.50
27/04/20	ER	Draft Notice of Motion re sale approval; draft orders re same; conduct research re virtual commissioning; virtually commission fee affidavit; e-mails with J Larry, J Freeman re sale; call with J Larry re same;	475.00	4.60	2,185.00
28/04/20	JL	Finalizing report; call with D. Weisz; call with E. Rathbone; revisions to Orders;	725.00	2.60	1,885.00
28/04/20	ER	Review and revise motion materials; e-mails and confers with J Larry re same; commission fee affidavit with D Weisz; review loan documents and discharge statement; e-mail to J Larry re same; compile service list; review and revise legal opinion;	475.00	3.40	1,615.00
29/04/20	JL	Various calls with D. Weisz; call	725.00	1.90	1,377.50

RSM Canada Limited

Invoice No.: 96857
 Our File No.: 6595-
 96983
 Page No.: 4

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		with E. Rathbone re: Vector payout statement; finalize Report;			
29/04/20	ER	Review and revise motion material, draft orders; call with J Larry re mortgage charges; review and revise service list; multiple e-mails and confers with J Larry re same; e-mails with Receiver re same; coordinate service of motion materials; revise and coordinate per COVID-19 protocols;	475.00	5.30	2,517.50
30/04/20	JL	Discussions with D. Weisz; various email correspondence; draft NDA;	725.00	1.40	1,015.00
30/04/20	ER	Confer with colleague re COVID-19 factum protocols; affidavit of service;	475.00	0.30	142.50
01/05/20	JL	Drafting non disclosure agreement; various calls and correspondence re: second mortgagee claim;	725.00	0.80	580.00
01/05/20	ER	Finalize and file motion materials with Court; multiple internal e-mails re same;	475.00	0.70	332.50
04/05/20	ER	Prepare factum;	475.00	0.40	190.00
05/05/20	JL	Call with H. Chaiton; call with D. Weisz; various email correspondence; discussion re motion materials;	725.00	0.80	580.00
05/05/20	ER	Draft factum; e-mails with J Larry re status; e-mails with J Minster re attendance; coordinate call re same;	475.00	2.70	1,282.50
06/05/20	JL	Finalizing preparation for motion; discussion with E. Rathbone re	725.00	1.90	1,377.50

RSM Canada Limited

Invoice No.: 96857
 Our File No.: 6595-
 96983
 Page No.: 5

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		procedure; various calls with counsel and D. Weisz; call with J. Minster; revising Confidentiality Agreement;			
06/05/20	TP	Receive instructions from Elizabeth Rathbone on footnote compilation for receiver sale factum	220.00	0.60	N/C
06/05/20	TP	Compile footnotes for receiver sale factum; review work with Elizabeth Rathbone	220.00	1.30	N/C
06/05/20	TP	Proofreading factum and footnotes; completing Schedule A case authorities	220.00	1.00	N/C
06/05/20	ER	Call with J Minster, J Larry re sale approval; attend to prehearing issues; draft, review, and revise factum; multiple confers and e-mails with T Pasca re same;	475.00	2.90	1,377.50
07/05/20	JL	Drafting factum;	725.00	0.80	580.00
07/05/20	ER	Review and revise factum; e-mails with J Larry and D Weisz re same; input and consider comments;	475.00	1.20	570.00
08/05/20	JL	Discussions with E. Rathbone; prepare for hearing; correspondence with H. Chaiton; call with D. Weisz;	725.00	1.10	797.50
08/05/20	ER	Finalize and serve factum; attend to prehearing issues;	475.00	0.60	285.00
10/05/20	JL	Telephone calls with D. Weisz; calls with E. Rathbone; prepare submissions for hearing;	725.00	2.30	1,667.50
11/05/20	JL	Prepare for and participate in hearing; call with D. Weisz and H. Chaiton; call with M. Oelbaum; call	725.00	2.10	1,522.50

RSM Canada Limited

Invoice No.: 96857
 Our File No.: 6595-
 96983
 Page No.: 6

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		with D. Weisz; email to Justice Hainey re: post-hearing issues;			
11/05/20	ER	Prepare for and attend hearing via video-conference; e-mails with guarantor re same; e-mails with J Larry re same; review and revise counsel slip re same; follow-up e- mails with court, service list re orders, endorsements;	475.00	2.20	1,045.00
13/05/20	JL	Correspondence with D. Weisz; review second mortgage documentation; correspondence with J. Minster;	725.00	0.30	217.50
15/05/20	JL	Call with J. Minster; review and consider documentation re amounts outstanding on second mortgage; correspondence with D. Weisz and B. Wong; correspondence with J. Minster;	725.00	0.50	362.50
20/05/20	JL	Call with counsel re: closing; email correspondence;	725.00	0.30	217.50
21/05/20	JL	Call with J. Freeman re closing matters; call with D. Weisz; various issues re closing;	725.00	0.70	507.50
22/05/20	JL	Call with D. Weisz; review emails re second mortgage; email to J. Minster; email to H. Hui;	725.00	0.50	362.50
26/05/20	JL	Call with D. Weisz; call with J. Minster; review Order re Interim Distribution;	725.00	0.50	362.50
28/05/20	JL	Call with H. Hui; call with D. Weisz; email correspondence with H. Hui; issues re closing;	725.00	0.60	435.00

RSM Canada Limited

Invoice No.: 96857

Our File No.: 6595-96983

Page No.: 7

TIME SUMMARY

MEMBER	POSITION	HOURS	RATE	VALUE
Jeffrey Larry (JL)	Partner	27.00	725.00	19,575.00
Jacqueline Cummins (JC)	Law Clerk	2.40	220.00	528.00
Elizabeth Rathbone (ER)	Associate	35.60	475.00	16,910.00

NON-CHARGEABLE TIME SUMMARY

MEMBER	POSITION	HOURS
Teodora Pasca (TP)	Summer Student	2.90

OUR FEES	\$ 37,013.00
HST at 13%	4,811.69

Non Taxable Disbursements:

	Search Disbursement - Non-taxable	62.00
29/04/20	Other - Non-taxable Re: Zoom Video Voucher No. 26086 for Invoice No. INV18095274 issued by (1211) Kagedan, Elizabeth	20.00

Total Non Taxable Disbursements	82.00
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Taxable Disbursements:

Search Disbursement	288.50
Laser Copies	5.25
Photocopies	1.50

Total Taxable Disbursements	295.25
HST at 13%	38.38

INVOICE TOTAL**\$ 42,240.32**



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
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416.646.4300
paliareroland.com

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

May 31, 2020
Invoice No.: 96857
Our File No.: 6595-96983

RE: 168 Old Kennedy

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

Total Fees	\$ 37,013.00
Non Taxable Disbursements	82.00
Total Disbursements subject to HST	295.25
Total HST	<u>4,850.07</u>
INVOICE TOTAL	<u><u>\$ 42,240.32</u></u>



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

416.646.4300
 paliareroland.com

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

June 30, 2020
 Invoice No.: 97753
 Our File No.: 6595-96983

RE: 168 Old Kennedy

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending June 30, 2020:

Total Fees	\$ 4,580.00
Total HST	595.40
	<hr/>
INVOICE TOTAL	<u><u>\$ 5,175.40</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

A handwritten signature in blue ink, appearing to read "Jeffrey Larry", written over a horizontal line.

Jeffrey Larry



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

416.646.4300
paliareroland.com

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

June 30, 2020
Invoice No.: 97753
Our File No.: 6595-96983

RE: 168 Old Kennedy

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending June 30, 2020:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/06/20	JL	Correspondence with D. Weisz re: closing; correspondence with H. Chaiton;	725.00	0.20	145.00
02/06/20	JL	Call with J. Minster; correspondence re: determination of development charges;	725.00	0.30	217.50
17/06/20	JL	Call with D. Weisz; correspondecne re development charges;	725.00	0.30	217.50
18/06/20	JL	Correspondence with City of Markham; call with D. Weisz;	725.00	0.40	290.00
22/06/20	JL	Call with D. Weisz and Vector; call to J. Minster; email correspondence;	725.00	0.70	507.50
23/06/20	JL	Drating Statutory Declaration; call with City of Markham solicitor; correspondence with D. Weisz;	725.00	0.80	580.00
25/06/20	ER	Coordinate hearing time;	475.00	0.20	95.00
26/06/20	JL	Correspondence with City	725.00	0.30	217.50

Invoice No.: 97753
 Our File No.: 6595-96983
 Page No.: 2

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		of Markham; call with D. Weisz;			
29/06/20	JL	Call with D. Weisz; review and revise draft Receiver's Report;	725.00	0.50	362.50
30/06/20	ER	Draft motion materials re discharge; review loan documents, correspondence re Alai; call with J Larry re same; draft security opinion re Alai mortgage; e-mails with J Cummins re same;	475.00	4.10	1,947.50

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Rathbone, Elizabeth (ER)	4.30	475.00	2,042.50
Larry, Jeffrey (JL)	3.50	725.00	2,537.50
	<u>7.80</u>		

OUR FEES \$ 4,580.00
 HST at 13% 595.40

INVOICE TOTAL \$ 5,175.40



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

416.646.4300
paliareroland.com

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

June 30, 2020
Invoice No.: 97753
Our File No.: 6595-96983

RE: 168 Old Kennedy

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

Total Fees	\$ 4,580.00
Total HST	595.40
INVOICE TOTAL	<u><u>\$ 5,175.40</u></u>

-and-

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MICHELLE JACKSON

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
Elizabeth Rathbone (LSO# 70331U)
Tel: 416.646.7488
elizabeth.rathbone@paliaroland.com

Lawyers for the Receiver

APPENDIX “Q”

Court File No: CV-19-00631363-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

168 OLD KENNEDY INC.

Respondent

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

**AFFIDAVIT OF JONATHAN FREEMAN
(Sworn June 10, 2020)**

I, Jonathan Freeman, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a partner at the law firm of Cassels Brock & Blackwell LLP ("Cassels"). I have personal knowledge of the matters to which I hereinafter refer.
2. Pursuant to the order of the Honourable Justice Penny dated December 6, 2019 (the "**Appointment Order**"), RSM Canada Limited was appointed as the receiver (the "**Receiver**") without security, of the real property municipally known as 168 Old Kennedy Road, Markham, Ontario.
3. Pursuant to the Appointment Order, Cassels has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoice attached hereto and marked as **Exhibit "A"** (the "Dockets") set out Cassels' fees and

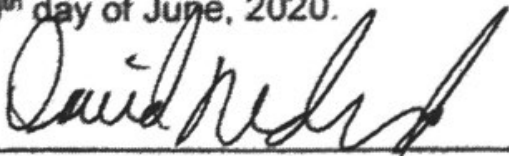
disbursements from April 1, 2020 to June 1, 2020. The Dockets describe the services provided and the amounts charged by Cassels.

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 Cassels. The hourly rates charged are the usual hourly rates charged by Cassels for the listed professionals.

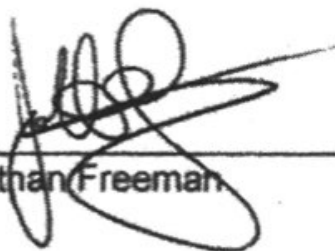
Professional	Hourly Rate	Hours Billed	Fees Billed
Jonathan Freeman, Partner	\$725.00/hr	36.80	27,600.00
Jeremy Bornstein, Associate	\$525.00/hr	0.90	472.50
Ave Bross, Associate	\$375.00/hr	22.80	8,550.00
Wendy Kirkton, Clerk	\$370.00/hr	26.00	9,620.00
Subtotal		86.60	47,742.50

5. Inclusive of HST and disbursements, the total amount of the Dockets are \$54,150.76.

SWORN BEFORE ME, at the City of)
 Toronto, in the Province of Ontario this)
 10th day of June, 2020.)



 A Commissioner, etc.



 Jonathan Freeman

-and-

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

AFFIDAVIT OF JONATHAN FREEMAN

CASSELS BROCK & BLACKWELL LLP

40 King Street West
Suite 2100

Toronto, ON M5H 3C2

Tel: 416.869.5300

Fax: 416.360.8877

Jonathan Freeman (LSO# 51289L)

Tel: 416.860.2927

jfreeman@cassels.com

Lawyers for the Receiver

Cassels

Attn: Daniel Weisz
RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Invoice No:	2111247
Date:	June 03, 2020
Matter No.:	054215-00001
GST/HST No.:	R121379572
Lawyer:	Freeman, Jonathan
Tel.:	(416) 860-2927
E-mail:	jfreeman@cassels.com

Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy Road, Markham, ON

Fees for professional services rendered up to and including June 01, 2020

Our Fees	47,742.50
Disbursements	192.60
Total Fees and Disbursements	47,935.10
HST @ 13.00%	6,215.66
TOTAL DUE (CAD)	54,150.76

We are committed to protecting the environment. Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

REMITTANCE ADVICE

Canadian Dollar EFT and Wire Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1
Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
*Email payment details to
payments@cassels.com*

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario, M5H 3C2
Canada

Invoice No:	2111247
Matter No.:	054215-00001
Amount:	CAD 54,150.76

Payment due upon receipt. Please return remittance advice(s) with cheque

FEE DETAIL

Date	Name	Description	Hours
Apr-03-20	J. Freeman	Review and respond to e-mail correspondence; call with Purchaser's counsel;	0.20
Apr-06-20	J. Freeman	Review and respond to e-mail correspondence from RSM and Purchaser's counsel; review and comment on purchase agreement;	1.90
Apr-07-20	J. Freeman	Review and respond to e-mail correspondence; review and consider amendments to purchase agreement; calls with purchaser's counsel re: amendments to APS.	1.00
Apr-08-20	J. Freeman	Review and respond to e-mail correspondence; attend to matters re: execution of APS; call with client.	0.50
Apr-09-20	J. Freeman	Review and respond to e-mail correspondence re: deposit.	0.20
Apr-12-20	Bross, Ave	Discussing the file with J. Freeman; Reviewing the Agreement of Purchase and Sale;	0.20
Apr-13-20	J. Freeman	Review and respond to e-mail correspondence re deposits;	0.20
Apr-13-20	W. Kirkton	Receive and review agreement of purchase and sale; diarize dates;	1.00
Apr-16-20	J. Freeman	Review and respond to e-mail correspondence; call with RSM; correspond with Purchaser's counsel;	0.60
Apr-17-20	J. Freeman	Call with Avison Young, RSM Canada and Vector Financial; call with N. Mintz; review and respond to e-mail correspondence;	1.20
Apr-20-20	J. Freeman	Calls with RSM and Vector; review and respond to e-mail correspondence re: due diligence and amendments to purchase agreement; draft APS amending agreement;	2.20
Apr-20-20	W. Kirkton	Review file regarding waiver of conditions;	0.10
Apr-21-20	J. Freeman	Review and respond to e-mail correspondence; amend purchase agreement amendment; calls with Purchaser's counsel; calls with RSM; calls with N. Mintz; amend purchase agreement; attend to closing matters.	2.20
Apr-22-20	J. Freeman	Call with D. Weisz; call with N, Mintz; review and respond to e-mail correspondence with Purchaser's counsel; attend to matters re: waiver of purchase conditions and deposit related matters.	1.10
Apr-22-20	W. Kirkton	Review file regarding waiver;	0.10
Apr-23-20	J. Freeman	Review and respond to e-mail correspondence re: deposit and closing matters;	0.60
Apr-24-20	J. Freeman	Review and comment on receiver's second report; draft e-mail correspondence to RSM; call with D. Weisz;	1.60
Apr-28-20	J. Freeman	Review and respond to e-mail correspondence amend affidavit of fees; call with Purchaser's counsel re: report to court;	0.40
Apr-30-20	J. Bornstein	Review sale approval application materials; draft correspondence to receiver to request update re same; draft multiple correspondence to Vector re same;	0.50
May-08-20	J. Bornstein	Review receiver's factum in connection with sale approval	0.20

Cassels Brock & Blackwell LLP
RSM Canada Limited
Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy
Road, Markham, ON

Page 3 of 6
Invoice No: 2111247
Matter No. 054215-00001

Date	Name	Description	Hours
		hearing;	
May-10-20	J. Freeman	Review and respond to e-mail correspondence;	0.20
May-11-20	J. Freeman	Review and respond to e-mail correspondence; call with D. Weisz re: closing matters and court approval.	0.20
May-11-20	W. Kirkton	Review correspondence regarding closing;	0.10
May-11-20	J. Bornstein	Review endorsement and orders made at the May 11th hearing; report to Vector re same;	0.20
May-12-20	J. Freeman	Call with M. Oelbaum re: contestation of fees and holdback;	0.30
May-13-20	J. Freeman	Review and respond to e-mail correspondence re: closing matters; attend to matters re: closing;	0.30
May-14-20	J. Freeman	Review and respond to e-mail correspondence; attend to closing matters.	0.40
May-14-20	Bross, Ave	Reviewing the purchase documentation and drafting the closing agenda with respect to this file; Phone call with W. Kirkton to discuss revisions to the closing agenda and draft documents;	3.10
May-14-20	W. Kirkton	Discussion regarding closing documents; review and revise closing agenda;	1.80
May-15-20	J. Freeman	Review purchase agreement; review closing agenda; amend closing agenda; review and respond to e-mail correspondence;	1.30
May-18-20	J. Freeman	Review and respond to e-mail correspondence; review and comment on closing agenda; review purchase agreement; attend to closing matters.	1.60
May-18-20	Bross, Ave	Reviewing and revising the closing agenda; Corresponding with opposing counsel in order for them to review the closing agenda;	0.80
May-19-20	J. Freeman	Review and respond to e-mail correspondence re: tax arrears and closing mechanics; call with D, Weisz; call with M. Oelbaum; review and comment on draft closing documents;	3.10
May-19-20	T. Gray	FourLines: Transaction Services	0.10
May-19-20	Bross, Ave	Reviewing and revising the draft closing documents for J. Freeman; Uploading the closing documents to closing folders for J. Freeman;	2.10
May-19-20	W. Kirkton	Draft closing documents; correspondence with City of Markham tax department;	4.80
May-20-20	J. Freeman	Review and comment on revised closing documents; review and respond to e-mail correspondence; comment on and amend the assignment agreement;	1.90
May-20-20	Bross, Ave	Reviewing and revising the closing documentation for J. Freeman; Reviewing and providing comments on the Assignment and Assumption of the Purchase Agreement; Corresponding with Purchaser's counsel and sending the draft closing documentation to Purchaser's counsel for their review;	2.20

Cassels Brock & Blackwell LLP
RSM Canada Limited
Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy
Road, Markham, ON

Page 4 of 6
Invoice No: 2111247
Matter No. 054215-00001

Date	Name	Description	Hours
May-20-20	W. Kirkton	Revise draft documents;	2.50
May-21-20	W. Kirkton	Upload draft documents into Closing Folders; revise Application for Vesting Order; discussion regarding draft documents;	2.00
May-21-20	Bross, Ave	Uploading the closing documentation to closing folders; Compiling signature packages; Corresponding with Purchaser's counsel with respect to the Assignment of the Purchase Agreement;	2.10
May-22-20	Bross, Ave	Reviewing RSM's comments on the closing documentation and revising such documents accordingly; Revising the closing documentation with respect to the Purchaser's request; Corresponding with RSM and the purchaser's counsel regarding the closing documentation;	2.50
May-22-20	W. Kirkton	Revise draft closing documents; obtained instructions; upload amended documents to Closing Folders;	3.50
May-25-20	J. Freeman	Review and respond to e-mail correspondence; attend to closing matters;	0.60
May-25-20	Bross, Ave	Creating signature packages for execution with W. Kirkton; Corresponding with RSM to obtain signatures; Corresponding with Purchaser's counsel regarding revised documentation;	2.00
May-25-20	W. Kirkton	Prepare signature pages; amend Direction re Purchase Price; review correspondence with client; discuss next steps;	1.00
May-26-20	J. Freeman	Review and respond to e-mail correspondence; calls with N. Mintz, M. Oelbaum and D. Weisz; call with R. Melvin; prepare statement of funds with D. Weisz; call with A. Bross; attend to closing matters;	2.10
May-26-20	Bross, Ave	Reviewing the closing documentation and revising the direction re: purchase price; Corresponding with RSM regarding the execution of the closing documents;	0.60
May-27-20	J. Freeman	Call with Rose Persiko, Receiver and Vector re: flow of funds and promissory note; call with Purchaser's counsel and Rose Persiko; attend to documentation re funding; calls with Receiver and A. Bross; attend to closing matters;	4.30
May-27-20	Bross, Ave	Attending the RSM phone call regarding flow of funds; Corresponding with Purchaser's counsel; Compiling the closing documentation;	4.50
May-27-20	W. Kirkton	Receive and review executed purchaser's closing documents; receive and review vendor's executed closing documents; make minor changes to the draft documents; review correspondence regarding funds; upload signature pages into Closing Folders; correspondence regarding delivery of keys;	2.80
May-28-20	J. Freeman	Review and respond to e-mail correspondence; attend to closing matters; calls with A. Bross and Vector; calls with purchaser's counsel.	2.20

Cassels Brock & Blackwell LLP
RSM Canada Limited
Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy
Road, Markham, ON

Page 5 of 6
Invoice No: 2111247
Matter No. 054215-00001

Date	Name	Description	Hours
May-28-20	Bross, Ave	Corresponding with Purchaser's counsel; Corresponding with RSM regarding key delivery; Reviewing the letter to the city of Markham regarding change of ownership and remitting payment of outstanding taxes; Revising the statement of adjustments and direction re: purchase price;	1.60
May-28-20	W. Kirkton	Correspondence with Michelle Shi; correspondence regarding closing funds; revise statement of adjustments; revise Direction; prepare for closing;	3.00
May-29-20	J. Freeman	Attend to closing matters; calls with Paliare Roland, RSM and KMB;	2.10
May-29-20	Bross, Ave	Attending to the closing of this file; Corresponding with RSM regarding closing documentation; Drafting the Receivers Certificate for J. Freeman;	0.70
May-29-20	W. Kirkton	Attend to various closing matters;	1.80
Jun-01-20	J. Freeman	Review and respond to e-mail correspondence; attend to closing matters;	2.30
Jun-01-20	Bross, Ave	Attending to the compiling of the final closing documentation;	0.40
Jun-01-20	W. Kirkton	Attend to closing matters; attend to post-closing matters;	1.50
Our Fees		47,742.50	
HST @ 13.00%		6,206.52	
TOTAL FEES & TAXES (CAD)			53,949.02

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Tax Certificate	94.00
Parcel Register	28.30
Total Non-Taxable Disbursements	<u>122.30</u>

Taxable Disbursements

Parcel Register	70.30
Total Taxable Disbursements	<u>70.30</u>
HST @ 13.00%	9.14
Total Taxable Disbursements & Taxes	<u>79.44</u>

TOTAL DISBURSEMENTS & TAXES (CAD)

201.74

Cassels Brock & Blackwell LLP
RSM Canada Limited
Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy
Road, Markham, ON

Page 6 of 6
Invoice No: 2111247
Matter No. 054215-00001

TOTAL FEES	47,742.50
TOTAL DISBURSEMENTS	192.60
TOTAL TAXES	6,215.66
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	54,150.76

OUTSTANDING INVOICES				
Invoice Date	Invoice Number	Bill Amount	Payments / Credits	Balance Due
04/27/20	2108659	7,985.68	0.00	7,985.68
06/03/20	2111247	54,150.76	0.00	54,150.76
Total (CAD)		62,136.44	0.00	62,136.44

Court File No: CV-19-00631363-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

168 OLD KENNEDY INC.

Respondent

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

**AFFIDAVIT OF JONATHAN FREEMAN
(Sworn July 6, 2020)**

I, Jonathan Freeman, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

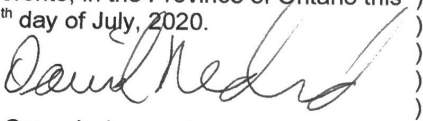
1. I am a partner at the law firm of Cassels Brock & Blackwell LLP (“Cassels”). I have personal knowledge of the matters to which I hereinafter refer.
2. Pursuant to the order of the Honourable Justice Penny dated December 6, 2019 (the “**Appointment Order**”), RSM Canada Limited was appointed as the receiver (the “**Receiver**”) without security, of the real property municipally known as 168 Old Kennedy Road, Markham, Ontario.
3. Pursuant to the Appointment Order, Cassels has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoice attached hereto and marked as **Exhibit “A”** (the “Dockets”) set out Cassels’ fees and

hourly rate charged by Cassels. The hourly rates charged are the usual hourly rates charged by Cassels for the listed professionals.

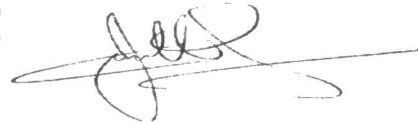
Professional	Hourly Rate	Hours Billed	Fees Billed
Ave Bross, Associate	\$375.00/hr	0.60	\$225.00
Wendy Kirkton, Clerk	\$370.00/hr	4.30	\$1,591.00
Subtotal		4.90	\$1,816.00

5. Inclusive of HST and disbursements, the total amount of the Dockets are **\$2,052.08.**

SWORN BEFORE ME, at the City of)
 Toronto, in the Province of Ontario this)
 6th day of July, 2020.)



A Commissioner, etc.



Jonathan Freeman

		Court File No. CV-19-00631363-00CL
VECTOR FINANCIAL SERVICES LIMITED	and-	168 OLD KENNEDY INC.
Applicant		Respondent

<p>ONTARIO SUPERIOR COURT OF JUSTICE Commercial list</p> <p>PROCEEDING COMMENCED AT TORONTO</p>
<p>AFFIDAVIT OF JONATHAN FREEMAN</p>
<p>CASSELS BROCK & BLACKWELL LLP 40 King Street West Suite 2100 Toronto, ON M5H 3C2 Tel: 416.869.5300 Fax: 416.360.8877</p> <p>Jonathan Freeman (LSO# 51289L) Tel: 416.860.2927 jfreeman@cassels.com</p> <p>Lawyers for the Receiver</p>

-and-

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JONATHAN FREEMAN

CASSELS BROCK & BLACKWELL LLP

40 King Street West
Suite 2100
Toronto, ON M5H 3C2
Tel: 416.869.5300
Fax: 416.360.8877
Jonathan Freeman (LSO# 51289L)
Tel: 416.860.2927
jfreeman@casseIs.com

Lawyers for the Receiver



Attn: Daniel Weisz
 RSM Canada Limited
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Invoice No: 2113391
 Date: July 03, 2020
 Matter No.: 054215-00001
 GST/HST No.: R121379572

Lawyer: Freeman, Jonathan
 Tel.: (416) 860-2927
 E-mail: jfreeman@cassels.com

Re: RSM Canada Limited re Receiver Sale of 168 Old Kennedy Road, Markham, ON

Fees for professional services rendered up to and including June 30, 2020

Our Fees	1,816.00
Disbursements	107.30
Total Fees and Disbursements	1,923.30
HST @ 13.00%	250.03
Total Invoice Amount	2,173.33
Less Amount Applied From Trust	(169.63)
TOTAL DUE (CAD)	2,003.70

We are committed to protecting the environment. Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

REMITTANCE ADVICE

Canadian Dollar EFT and Wire Payments:

Bank of Nova Scotia
 44 King St. West,
 Toronto, ON, M5H 1H1
 Bank I.D.: 002
 Transit No.: 47696
 Account No.: 0073911
 Swift Code: NOSCCATT

**Email payment details to
payments@cassels.com**

Cheque Payments:

Cassels Brock & Blackwell LLP
 Finance & Accounting (Receipts)
 Scotia Plaza, Suite 2100
 40 King Street West
 Toronto, Ontario, M5H 3C2
 Canada

Invoice No: 2113391
 Matter No.: 054215-00001
 Amount: **CAD 2,003.70**

Payment due upon receipt. Please return remittance advice(s) with cheque

FEE DETAIL			
Date	Name	Description	Hours
Jun-02-20	W. Kirkton	Sent wire to Avison Young; correspondence with City of Markham to confirm receipt of tax payment;	0.30
Jun-03-20	W. Kirkton	Follow up with City of Markham regarding receipt of funds to pay outstanding taxes; correspondence with Helena Clara;	0.20
Jun-04-20	W. Kirkton	Wire to Avison Young shortfall of commission payment;	0.20
Jun-12-20	W. Kirkton	Draft reporting letter;	2.50
Jun-12-20	Bross, Ave	Reviewing and revising the reporting letter drafted by W. Kirkton;	0.60
Jun-22-20	W. Kirkton	Prepare closing book index; finalize closing book;	1.00
Jun-23-20	W. Kirkton	Send closing book to Daniel Weisz;	0.10
Our Fees		1,816.00	
HST @ 13.00%		236.08	
TOTAL FEES & TAXES (CAD)			2,052.08

DISBURSEMENT SUMMARY	
Taxable Disbursements	
Delivery	82.30
Do Process - Transaction Fee	25.00
Total Taxable Disbursements	107.30
HST @ 13.00%	13.95
Total Taxable Disbursements & Taxes	121.25
TOTAL DISBURSEMENTS & TAXES (CAD)	
	121.25

TOTAL FEES	1,816.00
TOTAL DISBURSEMENTS	107.30
TOTAL TAXES	250.03
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	2,173.33
LESS AMOUNT APPLIED FROM TRUST	(169.63)
TOTAL AMOUNT DUE	2,003.70

VECTOR FINANCIAL SERVICES LIMITED

-and-

Court File No. CV-19-00631363-00CL
168 OLD KENNEDY INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

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