

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

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

**MOTION RECORD
(returnable December 21, 2022)**

December 13, 2022

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court-appointed liquidator

INDEX

Tab	Description	Page
1	Notice of motion returnable December 21, 2022	1-6
2	Third Report of the Liquidator dated December 13, 2022	6-14
A	Order dated April 4, 2022	15-30
B	Order and Endorsement dated June 13, 2022	31-37
C	First Report dated June 2, 2022 (without appendices)	38-52
D	Order and Endorsement dated October 13, 2022	53-57
E	Second Report dated October 7, 2022 (without appendices)	58-67
F	Affidavit of Paul Dietrich sworn March 30, 2022	68-71
G	Liquidator's summary of the Companies' trial balance as at Jan. 31, 2022	72-73
H	Parcel register for 144 Brock Street, Peterborough	74-75
I	Realtor marketing package	76-132
J	Redacted Agreement of Purchase and Sale and Amending Agreement	133-152
K	Assignment Agreement to 1000353840 Ontario Inc.	153-157
L	Fee Affidavit of Bryan Gelman sworn December 9, 2022	158-169
M	Fee Affidavit of Brendan Bissell sworn December 13, 2022	170-184

Confidential Appendix 1 – Appraisal of 144 Brock St., Peterborough

Confidential Appendix 2 – Unredacted Agreement of Purchase and Sale and Amending Agreement

Confidential Appendix 3 – Realtor's summary of offers and associated prices

3	Draft Approval and Vesting Order	185-196
4	Blackline of Approval and Vesting Order against the model Order	197-213
5	Draft Order	214-218
6	Service List	219-224

Tab 1

Court File No. CV-22-00679109-00CL

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

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

**NOTICE OF MOTION
(returnable December 21, 2022)**

Albert Gelman Inc. (“AGI”) in its capacity as liquidator (in such capacity, the “**Liquidator**”) appointed pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the “**BCA**”) over all of the assets, undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. (“**1950941**”) and 1950979 Ontario Inc. (together the “**Companies**”) will make a motion to Madam Justice Kimmel of the Commercial List at 330 University Avenue, Toronto, on Wednesday December 21, 2022, at 12:00 p.m. or as soon thereafter as the motion can be heard, via Zoom teleconference the details for which are or will be made available by the courthouse on the Caselines website for this matter.

PROPOSED METHOD OF HEARING: orally.

THE MOTION IS FOR:

- a. an approval and vesting order in respect of a sale transaction (the “**Transaction**”) in which the Liquidator has entered into an agreement on behalf of 1950941 with Steven Robertson in trust dated October 9, 2022 (since assigned to 1000353840 Ontario Inc.), as purchaser (the “**Purchaser**”) to sell all of 1950941’s assets, including a building at 144 Brock Street in Peterborough;
- b. an Order:
 - i) sealing the Confidential Appendices to the Third Report pending the filing of a Liquidator’s Certificate for the sale of all of the assets of 1950941 or further Court Order,
 - ii) approving the third report of the Liquidator dated December 13, 2022 (the “**Third Report**”), as well as the activities of the Liquidator described therein. And
 - iii) approving the Liquidator’s and its counsel’s fees and disbursements set out in the fee affidavits appended to the Third Report (the “**Fee Affidavits**”); and
- c. such further and other relief as counsel may advise and this Honourable Court deems just.

THE GROUND FOR THE MOTION ARE:**I. APPROVAL AND VESTING ORDER**

1. The Liquidator was appointed over of all the assets, undertakings and properties of the Companies by order dated April 4, 2022.

2. The appointment order is substantially of the form of Commercial List model receivership order, and authorizes and empowers the Liquidator to market and sell the Companies' assets.
3. The Liquidator has marketed the assets of 1950941, principally the building at 144 Brock Street in Peterborough, through a real estate broker and the MLS system and has received multiple offers, of which the Transaction is the one that the Liquidator recommends;
4. The price in the Transaction is reasonable having regard to an appraisal of 144 Brock Street that the Liquidator obtained;
5. There has been a reasonable process and the price to be obtained is reasonable in the circumstances, and the Liquidator does not believe that a higher price can be obtained without incurring further carrying costs that would diminish any net proceeds of such further sale;

II. Sealing

6. The confidential appendices to the Third Report contain information about the value of the assets of 1950941, which may prejudice any further sale process that may be necessary if the Transaction does not close by its terms;
7. The Liquidator accordingly asks that the confidential appendices be sealed pending the closing of a transaction to sell 1950941's assets as evidenced by the filing of a Liquidator's Certificate or pending further Court Order;

III. Approval of Third Report and fees and activities of the Liquidator and its counsel

8. The activities of the Liquidator are reported to the court and stakeholders in the Third Report. Such activities are appropriate, commercially reasonable, and conducted in the best

interest of stakeholders. The Liquidator's and its counsel's fees and disbursements are proportionate, fair and reasonable, and supported by the Fee Affidavits.

9. BCA, s. 209, Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, rules 2.03 and 3.02.
10. Such other and further grounds as counsel may advise and the Court permit.

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

- a. the Third Report, and
- b. such further and other evidence as counsel may advise and the Court may permit.

December 13, 2022

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TO: THE SERVICE LIST

PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Motion Record Page No. 6

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

NOTICE OF MOTION
(returnable December 21, 2022)

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Lawyers for Albert Gelman Inc. in its capacity as
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Tab 2

Court File No.: CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

THIRD REPORT OF ALBERT GELMAN INC.
in its capacity as court-appointed liquidator pursuant to the *Business Corporations Act*,
R.S.O. 1990, c. B.16

(Dated December 13, 2022)

I. INTRODUCTION

1. **This third report (“Third Report”) is filed by Albert Gelman Inc. (“AGI”) in its capacity as liquidator (in such capacity, the “Liquidator”) appointed over all of the assets, undertakings and properties (together, the “Property”) of 1827403 Ontario Inc. (“1827403”), 1853997 Ontario Inc. (“1853997”), 1885926 Ontario Inc. (“1885926”), 1950940 Ontario Inc. (“1950940”), 1950941 Ontario Inc. (“1950941”) and 1950979 Ontario Inc. (“1950979” and, together with 1827403, 1853997, 1885926, 1950940 and 1950941, the “Companies”) by Order of the Ontario Superior Court of Justice, Commercial List (the “Court”), dated April 4, 2022 (the “Appointment Order”), made pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16. The application was commenced by Paul Joseph Dietrich. A copy of the Appointment Order is attached hereto as Appendix “A”. The Liquidator understands that this appointment was a consensual result of part of an arbitration proceeding between the Applicant and the Respondent before the Hon. Frank Newbould.**

2. On June 13, 2022 on a motion made by the Liquidator the Honourable Justice Conway granted an order (the “June 13 Order”) **approving, among other things**, the Liquidator to pay the corporate tax liability of 1827403 and amended the Appointment Order to specifically provide that the Liquidator can pay post-

appointment liabilities as and when they become due. A copy of the June 13 Order and related Endorsement are attached hereto as **Appendix “B”**. The Liquidators report dated June 2, 2022 filed in relation to the June 13, 2022 **motion (the “First Report”) is attached hereto as Appendix “C”**, without appendices.

3. On October 13, 2022 on a motion made by the Liquidator the Honourable Justice Kimmel granted **an order (the “October 13 Order”) approving, among other things, the Liquidator to pay** pre-appointment liabilities provided that certain conditions were met. A copy of the October 13 Order and related Endorsement are attached hereto as **Appendix “D”**. The Liquidators report dated October 7, 2022 filed in relation to the October 13, 2022 **motion (the “Second Report”) is attached hereto as Appendix “E”**, without appendices.

II. PURPOSE OF THIS REPORT

4. The purpose of this Third Report is to request an Order, *inter alia*:

- a. approving this Third Report as well as the actions and activities of the Liquidator described herein;
- b. approving and authorizing the Liquidator to enter into and carry out the terms of the sale **transaction (the “Transaction”) contemplated by an Agreement of Purchase and Sale dated** October 9, 2022 together with any further amendments thereto deemed necessary by the Liquidator **in its sole discretion (collectively, the “Purchase Agreement”), entered into between** the Liquidator, as seller, and 100035384 Ontario Inc. **(the “Purchaser”) and vesting in the Purchaser 1950941’s** right, title and interest in and to the real property municipally known as 144 Brock Street, Peterborough, Ontario and legally described as PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530; CITY OF PETERBOROUGH (the “Brock Street Property”);
- c. sealing the confidential appendices to this Third Report;
- d. approving the fees and disbursements of the Liquidator for the period from October 1 to December 9, 2022; and
- e. approving the fees and disbursements of **the Liquidator’s independent counsel, Goldman Sloan Nash and Haber LLP (“GSNH”) for the period** to November 30, 2022; and,
- f. such further and other relief as this Honourable Court may deem just.

5. At a later date the Liquidator will provide a more fulsome update with respect to its actions and activities for each of the Companies.

III. SCOPE AND TERMS OF REFERENCE

6. In preparing this Third Report, the Liquidator has obtained and relied upon certain unaudited financial information of the Companies and the Companies books and records, and had ongoing discussions with Paul Dietrich and Steve McLaren **(together, the “Shareholders”)**, counsel for both Mr. Dietrich and Mr. McLaren,

Mr. Dietrich's accountant Greg Landry, Mr. McLaren's accountant Henry Climaco and the Companies' external accountant, BDO Canada LLP ("BDO").

7. While the Liquidator has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("GAAP") or International Financial Reporting Standards ("IFRS"). Accordingly, the Liquidator expresses no opinion or other form of assurance pursuant to GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

8. This Third Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose.

9. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

IV. BACKGROUND INFORMATION

10. The Companies' only shareholders are Mr. Steven McLaren and Mr. Paul Dietrich (collectively, the "Shareholders"), who each own 50% of the shares of each of the Companies. Each is also a director and officer of each of the Companies. 1853997 has one additional director, Greg Landry.

11. The Appointment Order was made on consent of both the Applicant and the Respondent and ordered by the Honourable Justice Gilmore on April 4, 2022 (attached above as Appendix "A").

12. The Shareholders previously operated effectively as partners with their principal line of business being residential and commercial land development in the Peterborough, Ontario and the surrounding area. The Companies were each incorporated for the purposes of land development.

13. Further background information relating to the Companies and the events leading to the appointment of the Liquidator, including the underlying dispute between the Shareholders, is set out in the affidavit of Paul Dietrich sworn March 30, 2022 filed in support of the application for the Appointment Order, of which a copy without exhibits is attached hereto as **Appendix "F"**.

14. Prior to the Appointment Order, the Liquidator was provided with trial balance reports prepared by the Shareholders for each of the **Companies (the "Trial Balance Reports")** summarizing the assets and liabilities of each of the Companies as at January 31, 2022. Attached hereto as **Appendix "G"** is a copy of the Liquidator's summary of the Trial Balance Reports.

V. BRIEF UPDATE ON MATTERS OTHER THAN THE SALE OF 144 BROCK STREET

15. The principal purpose of this Third Report is to seek an approval and vesting order in respect of the sale of 144 Brock Street, Peterborough.

16. To assist the stakeholders and the Court the Liquidator also wishes to briefly update two other items in connection with these liquidation proceedings:

- a. The first is that the HST payable in respect of 1950979, for which approval to pay was sought in the motion heard on October 13, 2022 and the resulting order, has not been paid. Issues that were discussed in that hearing resulted in considerations by the Liquidator of possible personal liability as a result. Discussions with Messrs. Dietrich and McLaren about arrangements to address that possible liability are ongoing. Until those issues have been addressed to the satisfaction of the Liquidator, it does not intend to pay the HST in question before a claims process and claims bar has been ordered by the Court, which the Liquidator will see following the disposition of all of the assets of the Companies.
- b. The second is that the conditional agreement of purchase and sale in respect of 888 Whitefield Drive, Peterborough (the “Whitefield Property”) that was previously reported by the Liquidator will not be proceeding. The purchaser under that agreement has purported to rely on the expiry of a condition in its favour. The Liquidator believes that the purchaser may be in breach of its obligation under that agreement including an obligation to act in good faith in respect of the condition and agreement. The Liquidator is accordingly not releasing the deposit and will bring a motion to the Court for directions on whether the purchaser is in breach of its obligations and if so what the consequent damages are once the Whitefield Property has been resold. Further detail on the facts and issues in relation to this issue will be dealt with in the report on that motion. The Liquidator is relisting the Whitefield Property for sale on MLS and is requesting new offers by January 12, 2023.

VI. BROCK STREET PROPERTY

17. 1950941 is the owner of the Brock Street Property.
18. The Brock Street Property is a two-story building with two residential apartments on the top floor and a commercial space that had been occupied by a restaurant on the main floor. Both residential units are tenanted. The main floor unit is vacant. The main floor unit is not in a state fit for immediate commercial use.
19. According to a parcel register obtained by the Liquidator on November 4, 2022 there are no mortgages, liens or other encumbrances registered on title to the Brock Street Property. Attached hereto as **Appendix “H”** is a copy of the land title search.
20. The Liquidator engaged TL Smith Appraisals (“Appraiser”) to prepare an appraisal of the Brock Street Property. The Appraiser prepared a narrative appraisal report for the Liquidator which included a current range of market value as of May 17, 2022 (the “Brock Street Appraisal”). The Brock Street Appraisal is attached hereto as **Confidential Appendix “1”**.
21. The Brock Street Property is a designated heritage property and, as such, any potential purchaser would be limited in its ability to redevelop the property.

VII. SALE OF BROCK STREET PROPERTY

22. In accordance with paragraph 4(k) of the Appointment Order the Liquidator is permitted sell, convey, transfer, lease or assign the Brock Street Property with the approval of the Court.

Sales Process

23. Subsequent to the date of the Appointment Order, the Liquidator requested listing proposals from commercial real estate agents with a view to listing the Brock Street Property for sale.

24. The Liquidator contacted three commercial realtors to request listing proposals to list the Brock Street Property. Of the three commercial realtors contacted only one, being David Watkins of RE/MAX Hallmark First Group Realty Ltd. **(the “Realtor”), provided a listing proposal. The Liquidator subsequently enter into a listing agreement with the Realtor.**

25. Prior to listing the Brock Street Property on the Multiple Listing Service (“MLS”) **the Realtor prepared a marketing package which is attached hereto as Appendix “I”.** The marketing package was sent electronically to approximately 2500 prospective buyers whom the Realtor knew were potentially interested in purchasing investment properties.

26. The Brock Street Property was listed on the MLS on July 7, 2022 with a listing price of \$699,000. The Realtor received several enquiries from prospective purchasers and several prospective purchaser groups toured the Brock Street Property. Two offers were received, however, the Liquidator was not prepared to accept or negotiate on the basis of any of them. On August 5, 2022 the listing price was reduced to \$680,000. One offer was received after the listing price was reduced, however, again the Liquidator was not prepared to accept or negotiate on the basis of the offer. On September 8, 2022 the listing price was reduced to \$599,900. After this price reduction three offers were received, including an offer from the Purchaser on October 9, 2022.

27. Over a period of several weeks the Liquidator negotiated the purchase price, terms and conditions with the Purchaser. On October 21, 2022 the agreement of purchase and sale with the Purchaser (defined **above as the “Purchase Agreement”) became a binding agreement.** The Purchase Agreement was subject to conditions, which were waived by amending agreement dated October 21, 2022 **(the “Amending Agreement”).** A copy of the Purchase Agreement and Amending Agreement with redactions for the sale price is attached hereto as **Appendix “J”.** An unredacted copy of the Purchase Agreement and Amending Agreement is attached hereto as **Confidential Appendix “2”.**

28. Upon acceptance of the offer from the Purchaser the Realtor received a deposit of \$20,000 and the Realtor received a further deposit on the removal of conditions of \$30,000 (total of \$50,000), both of which are **currently being held in the Realtor’s trust account.**

29. The Purchaser has assigned its interest in the Purchase Agreement to 1000353840 Ontario Inc. by an assignment and assumption agreement attached as **Appendix “K”.**

30. The Purchase Agreement is now only conditional upon the Liquidator obtaining an order approving the Transaction and vesting in the Purchaser the Brock Street Property free and clear of any and all encumbrances in the form included with the Liquidator's motion record.

31. **The Realtor's summary of the offers and associated prices that were received is attached at Confidential Appendix "3"**

Liquidator's Recommendation

32. Based on the foregoing, the Liquidator has accepted the Purchaser Agreement, conditional on the Liquidator obtaining an Approval and Vesting Order substantially in the form included with this motion record.

33. The Liquidator recommends that this Honourable Court authorize and approve the Liquidator to complete of the Transaction contemplated by the Purchase Agreement and grant an Approval and Vesting Order in favour of the Purchaser for the following reasons:

- a. the quantum of the selling price is reasonable given the appraised value of the Brock Street Property;
- b. the Brock Street Property was exposed to the market for a sufficient period of time and, therefore, the selling price represents fair market value; and,
- c. subject to obtaining Court Approval of the Transaction, the Liquidator anticipates closing the Purchase Agreement on January 20, 2023 which reduces the costs, inherent risks and exposures associated with maintaining possession and control of the Brock Street Property.

34. Given the above, **in the Liquidator's opinion, the offer from the Purchaser represents the highest and best net realizable value for the Real Property in the circumstances.**

35. The Liquidator further recommends that the Confidential Appendices to the Third Report be sealed pending the closing of a sale of the Brock Property, as evidenced by the filing of a Certificate by the Liquidator, in order to avoid prejudicing any future marketing efforts if the Purchase Agreement does not close by its terms.

VIII. ACCOUNTS OF THE LIQUIDATOR AND ITS COUNSEL

36. Pursuant to paragraph 18 of the Appointment Order, the Liquidator and its independent counsel, GSNH, are required to pass their accounts with the Court from time to time. The Liquidator and GSNH have maintained detailed records of their time and costs since the Appointment Order.

37. The Liquidator has incurred fees of \$39,249.50 plus HST of \$5,102.44, totaling \$44,351.94 for the period from October 1 to December 8, 2022. A copy of the detailed billings of the Liquidator supported by the Affidavit of Bryan Gelman sworn December 9, 2022, is attached hereto as **Appendix "L"**.

38. GSNH, the **Liquidator's** independent legal counsel, has incurred fees of \$18,090.00, out-of-pocket disbursements of \$659.90 plus HST of \$2,390.69, totaling \$21,104.59 for the period to November 30, 2022.

A copy of the detailed billings of GSNH, supported by the Affidavit of Brendan Bissell, sworn December 13, 2022, is attached hereto as **Appendix “M”**.

39. The Liquidator reports that the foregoing professional fees and disbursements are in its view fair and reasonable in the circumstances and supported by detailed invoices as well as affidavits confirming *inter alia* that the abovementioned fees are comparable to those charged by other Licensed Insolvency Trustee for similar services.

IX. **LIQUIDATOR’S REQUEST FOR APPROVAL**

40. In light of the above, the Liquidator respectfully requests an Order of this Honourable Court:

- a. approving this Third Report as well as the actions and activities of the Liquidator described herein;
- b. authorizing and directing the Liquidator to complete the Transaction as contemplated by the Purchase Agreement, with such minor amendments as the Liquidator may deem necessary or appropriate;
- c. vesting the Brock Street Property in the Purchaser free and clear of all encumbrances pursuant to an approval and vesting order in a form consistent with the one approved by the Commercial List User’s Committee of the Ontario Superior Court of Justice, to be effective upon the Liquidator filing the Liquidator’s Certificate attached to the proposed form of Court Order;
- d. sealing the Liquidator’s confidential appendices to this Third Report;
- e. approving the fees and disbursements of the Liquidator for the period from October 1 to December 8, 2022; and
- f. **approving the fees and disbursements of the Liquidator’s independent counsel, GSNH, for the period to November 30, 2022.**

* * *

All of which is respectfully submitted this 13th day of December 2022

ALBERT GELMAN INC., solely in its
capacity as the Court-Appointed Liquidator
of each of the Companies and not in its
Personal or any other Capacity

Per: _____
Bryan Gelman, *CIRP, LIT*

Tab A

Applicant and the Respondent and those parties listed on the counsel slip, no one else appearing for any other person although duly served as appears from the affidavit of service of Danny Nunes sworn April 1, 2022, filed

SERVICE

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

WINDING UP AND APPOINTMENT OF LIQUIDATOR

2. **THIS COURT ORDERS** that the Companies shall be wound up pursuant to sections 207(b)(iii) and (iv) of the BCA.

3. **THIS COURT ORDERS** that pursuant to sections 207 and 210 of the BCA, AGI is hereby appointed Liquidator, without security, of all the Companies' Property with the powers set forth herein and those set forth in Part XVI of the BCA. To the extent that there is an inconsistency between the powers provided to the Liquidator under the BCA and this Order, the terms of this Order shall govern to the extent that they restrict or limit the powers of the Liquidator.

LIQUIDATOR'S POWERS

4. **THIS COURT ORDERS** that in addition to all the powers provided in Part XVI of the BCA, including without limitation those set out in section 223 of the BCA, the Liquidator is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Liquidator is hereby expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable:

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

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Companies, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Companies;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Liquidator's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Companies or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Companies and to exercise all remedies of the Companies in collecting such monies, including, without limitation, to enforce any security held by the Companies;
- (g) to settle, extend or compromise any indebtedness owing to the Companies, with the exception of any indebtedness owed to any of the Companies by Parkview Homes Inc. and its related and affiliated companies (collectively, the “**Parkview Group**”);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the

name and on behalf of the Companies, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Companies, the Property or the Liquidator, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Liquidator in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$50,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Liquidator deems appropriate on all matters relating to the Property, and to share information, subject to such terms as to confidentiality as the Liquidator deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Liquidator, in the name of the Companies;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Companies, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Companies;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Companies may have;
- (r) to apply to the Court for an order dissolving the Companies; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

5. **THIS COURT ORDERS** that, without limiting any of the powers set out in paragraph 4 of this Order, the Liquidator is authorized and directed to enter into one or more standard listing agreements with one or more duly licensed commercial real estate agents (a “**Realtor**”) for the purpose of listing, marketing and selling the properties municipally known as 144 Brock Street and 888 Whitefield Drive, Peterborough, Ontario (the “**Real Property**”), at such listing prices as may be recommended by the respective Realtor and approved or agreed to by the Liquidator as appropriate in the circumstances and the Liquidator may, if deemed advisable by the Liquidator in consultation with the Realtor, take such actions or steps as may be required to lease any unit in the Real Property before listing the Real Property for sale, and is hereby authorized to do so.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

6. **THIS COURT ORDERS** that (i) the Companies, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Liquidator of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Liquidator, and shall deliver all such Property to the Liquidator upon the Liquidator's request.

7. **THIS COURT ORDERS** that all Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Companies, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in

gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

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

NO PROCEEDINGS AGAINST THE COMPANIES OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Companies or the Property shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Companies or the Property are hereby stayed and suspended pending further Order of this Court.

NO INTERFERENCE WITH THE LIQUIDATOR

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Companies or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Companies are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Liquidator, and that the Liquidator shall be entitled to the continued use of the Companies' current telephone numbers, facsimile numbers, internet addresses and domain

names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of the Companies or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

LIQUIDATOR TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Liquidator (the "**Post Liquidation Accounts**") and the monies standing to the credit of such Post Liquidation Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator to be paid in accordance with the terms of this Order or any further Order of this Court.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE LIQUIDATOR'S LIABILITY

16. **THIS COURT ORDERS** that the Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Liquidator by Part XVI of the BCA or by any other applicable legislation.

LIQUIDATOR'S ACCOUNTS

17. **THIS COURT ORDERS** that the Liquidator and counsel to the Liquidator shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Liquidator and counsel to the Liquidator shall be entitled to and are hereby granted a charge (the "**Liquidator's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Liquidator's Charge shall form a first

charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

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

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

FUNDING OF THE LIQUIDATION

20. **THIS COURT ORDERS** that the Liquidator be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Liquidator by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Liquidator's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Liquidator's Charge.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Liquidator from acting as a trustee in bankruptcy of the Companies.

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

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

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



SCHEDULE "A"

LIQUIDATOR'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the liquidator (the "**Liquidator**") of the assets, undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc. (collectively, the "**Companies**") including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action having Court file number CV-22-00679109-00CL, has received as such Liquidator from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Liquidator is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the

Liquidator to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

Albert Gelman Inc., solely in its capacity
as Liquidator of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PAUL JOSEPH DIETRICH

and

STEVEN ROBERT MCLAREN

Applicant

Respondent

APPLICATION UNDER Sections 207, 209 and 210 of the *Business Corporations Act*, R.S.O. 1990, c. B16, as amended

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

PROCEEDINGS COMMENCED AT TORONTO

**ORDER
(Liquidator's Appointment)**

DLA PIPER (CANADA) LLP
1 First Canadian Place, Suite 6000
100 King Street West
Toronto, ON M5X 1E2

Danny M. Nunes (LSO No. 53802D)
Tel.: 416.365.3421
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Lawyers for the Applicant

Tab B

ON READING the first report of the Liquidator dated June 2, 2022 (the “**First Report**”), and on hearing the submissions of counsel for the Liquidator and such other counsel as were present as may be indicated on the counsel slip, no one else appearing despite being served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the First Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
2. THIS COURT ORDERS that the Liquidator is authorized, at its discretion, to pay or make incremental payments towards the corporate income tax liability of 1827403 in respect of its fiscal year ended October 31, 2021, up to the amount of \$557,072 in addition to any applicable interest, penalty or like amount payable by 1827403 in respect thereof under tax legislation, to the extent of and only with funds that are or may become from time to time available in the estate of 1827403, and unless and until 1827403 becomes insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada) as determined by the Liquidator acting reasonably.
3. THIS COURT ORDERS that the order of this court made in this file on April 4, 2022 appointing the Liquidator as such (the “**Appointment Order**”) is amended to the extent that the Liquidator is authorized and directed to pay any liability of any of the Companies (or the portion thereof) that becomes due after the Appointment Order in accordance with the terms thereof and in the normal course, to the extent of and only from funds that are or may become from time to time available in the applicable estate of the Companies.

4. THIS COURT ORDERS that the First Report as well as the activities described therein are hereby approved, provided, however, that only AGI in its personal capacity and with respect to its personal liability shall be entitled to rely upon or utilize in any way such approval.

5. THIS COURT ORDERS that the fees, costs and expenses of the Liquidator including those of its lawyers, Goldman Sloan Nash & Haber LLP, as set out in the fee affidavits appended to the First Report, are hereby approved, and that the Liquidator is hereby authorized and directed to pay the same from available funds.

6. THIS COURT ORDERS that this order is effective as of its date at 12:01 am and does not need to be issued or entered.



PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

ORDER

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto, Ontario M5G 1V2
Fax: 416-597-6477

Brendan Bissell (LSO #40354V)
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Joël Turgeon (LSO #80984R)
Tel: (416) 597-6486
Email: turgeon@gsnh.com

Lawyers for the Albert Gelman Inc. in its capacity as
court-appointed liquidator



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-22-679109-00CL

DATE: 13 June 2022

NO. ON LIST: 6

TITLE OF PROCEEDING:
BEFORE JUSTICE CONWAY
Dietrich -v- McLaren

PARTICIPANT INFORMATION**For Applicant:**

Name of Person Appearing	Name of Party	Contact Info
Mr. Danny Nunes	Paul Dietrich	Danny.nunes@dlapiper.com 416-365-3421

For Respondent:

Name of Person Appearing	Name of Party	Contact Info
No appearance		

Other Parties in Attendance:

Name of Person Appearing	Name of Party	Contact Info
Mr. Brendan Bissell	Counsel for Albert Gelman Inc. – Court-appointed liquidator	bissell@gsnh.com 416-597-6489
Mr. Joel Turgeon	Counsel for Albert Gelman Inc. – Court-appointed liquidator	turgeon@gsnh.com 416-597-6486
Mr. Bryan Gelman	Albert Gelman Inc. – Court- appointed liquidator	bgelman@albertgelman.com 416-504-1650 x 115

ENDORSEMENT OF JUSTICE CONWAY:

This motion is by the Liquidator for an order authorizing it to pay the tax liability of 1827403 Ontario Inc. (to the extent of funds on hand), amending the appointment order re payment of post-appointment liabilities, approving the First Report, and approving the fees of the Liquidator and its counsel. The motion is unopposed.

Mr. Bissell explained to the court that the Liquidator has satisfied itself that there are no other creditors of 1827403 that will be impacted by the order authorizing the Liquidator to pay the tax liability. He also responded to Mr. Nunes' request that the Liquidator act expeditiously to resolve the issue about the large receivable owed to 1827403.

Order to go as signed by me and attached to this endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", with a stylized flourish at the end.

Tab C

Court File No.: CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

FIRST REPORT OF ALBERT GELMAN INC.
in its capacity as court-appointed liquidator pursuant to the *Business Corporations Act*,
R.S.O. 1990, c. B.16

(Dated June 2, 2022)

I. INTRODUCTION

1. **This first report** (“First Report”) is filed by **Albert Gelman Inc.** (“AGI”) in its capacity as liquidator (in such capacity, the “Liquidator”) appointed over all of the assets, undertakings and properties (together, the “Property”) of 1827403 Ontario Inc. (“1827403”), 1853997 Ontario Inc. (“1853997”), 1885926 Ontario Inc. (“1885926”), 1950940 Ontario Inc. (“1950940”), 1950941 Ontario Inc. (“1950941”) and 1950979 Ontario Inc. (“1950979” and, together with 1827403, 1853997, 1885926, 1950940 and 1950941, **the “Companies”**) by Order of the Ontario Superior Court of Justice, Commercial List (**the “Court”**), dated April 4, 2022 (**the “Appointment Order”**), made pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16. The application was commenced by Paul Joseph Dietrich. A copy of the Appointment Order is attached hereto as Appendix **“A”**.

II. PURPOSE OF THIS REPORT

2. The purpose of this First Report is to:

- a. provide both the Court and stakeholders with an update with respect to the Liquidator’s actions and activities since the date of the Appointment Order;

- b. provide background for and **support the Liquidator's motion** to the Court returnable on June 13, 2022, seeking an Order:
- i. authorizing the Liquidator, to the extent of and only with funds that are or may become from time to time available in the estate of 1827403, to pay the corporate income tax liability of 1827403 in respect of its fiscal year ended October 31, 2021, up to the assessed amount of \$557,072, in addition to any applicable interest, penalty or like amount payable in respect thereof (collectively, **the "Tax Liability"**);
 - ii. amending the Appointment Order **to confirm the Liquidator's ability to pay any of the Companies'** post-Appointment Order obligations in accordance with their terms and in the normal course, to the extent of and only from funds that are or may become from time to time available in the applicable estate;
 - iii. approving this First Report as well as the actions and activities of the Liquidator **described herein, including the Liquidator's** Interim SRDs (defined below);
 - iv. approving the fees and disbursements of the Liquidator incurred up to May 31, 2022; and
 - v. approving the fees and disbursements **of the Liquidator's** independent counsel, **Goldman Sloan Nash and Haber LLP ("GSNH")**, incurred up to May 31, 2022.

III. SCOPE AND TERMS OF REFERENCE

3. In preparing this First Report, the Liquidator has obtained and relied upon certain unaudited financial information of the Companies and the Companies books and records, and had ongoing discussions with Paul Dietrich and Steve McLaren (**together, the "Shareholders"**), counsel for both Mr. Dietrich and Mr. McLaren, Mr. Dietrich's accountant Greg Landry, and the Companies' external accountant, BDO Canada LLP ("**BDO**").

4. While the Liquidator has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted **Accounting Principles ("GAAP") or International Financial Reporting Standards ("IFRS")**. Accordingly, the Liquidator expresses no opinion or other form of assurance pursuant to GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

5. This First Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.

6. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

IV. BACKGROUP INFORMATION

7. The Companies' **sole shareholders** are the Shareholders, who each own 50% of the shares of each of the Companies. Each of the Shareholders is also a director and officer of each of the Companies. 1853997 has one additional director, Greg Landry.
8. The Appointment Order was made on consent of both the Applicant and the Respondent and ordered by the Honourable Justice Gilmore on April 4, 2022 (Appendix "A").
9. The Shareholders previously operated effectively as partners with their principal line of business being residential and commercial land development in the Peterborough, Ontario and the surrounding area. The Companies were each incorporated for the purposes of land development.
10. Further background information relating to the Companies and the events leading to the appointment of the Liquidator, including the underlying dispute between the Shareholders, is set out in the affidavit of Paul Dietrich sworn March 30, 2022 filed in support of the application for the Appointment Order, of which a copy without exhibits is attached hereto as **Appendix "B"**.
11. Prior to the Appointment Order, the Liquidator was provided with trial balance reports prepared by the Shareholders for each of the **Companies (the "Trial Balance Reports")** summarizing the assets and liabilities of each of the Companies as at January 31, 2022. Attached hereto as **Appendix "C"** is a copy of the Liquidator's summary of the Trial Balance Reports.
12. Set out below for each of Companies is a summary of the current status, assets and liabilities, and the actions and activities of the Liquidator since the date of the Appointment Order.

V. 1950979 ONTARIO INC.

Assets

13. The principal asset of 1950979 is the real property municipally known as 888 Whitefield Drive, **Peterborough, Ontario (the "Whitefield Property")**. **The Whitefield Property is a** three-story, 27-unit residential apartment building which 1950979 was set up to build and manage. Tenants began to occupy apartments in 2021. As of the date of this First Report, approximately 24 of the 27 units are occupied. The balance of the units are vacant.
14. 1950979 obtained financing for the construction of the Whitefield Property from the **Canadian Mortgage and Housing Corporation ("CMHC")**. Such financing is secured by a mortgage registered on the Whitefield Property (**the "CMHC Mortgage"**), as more fully appears from a copy of a land title search dated February 25, 2022 attached hereto as **Appendix "D"**. The current balance of the CMHC mortgage is approximately \$8.5 million. On May 19, 2022, a representative of CMHC provided the Liquidator with the CMHC Mortgage loan amortization schedule, a copy of which is attached hereto as **Appendix "E"**. The CMHC Mortgage is attached hereto as **Appendix "F"**.

15. The Liquidator understands that the CHMC Mortgage was granted on favourable terms in consideration of, among other things, certain “mortgagor commitments” as to ‘affordability’, ‘accessibility’, ‘energy efficiency’ and ‘contamination’ requirements, as set out in the **CHMC Mortgage (Appendix “F”)**, and **more specifically its Schedule “A-3”**.

16. Apart from the Whitefield Property, the only other material asset of 1950979 is the cash in its Toronto-**Dominion Bank (“TD Bank”) bank account**, which had a balance of approximately \$1.27 million as of the date of the Appointment Order. The Liquidator contacted TD Bank to advise of its appointment and change the signing authority to itself. The Liquidator then transferred **\$1.1 million from 1950979’s TD Bank** account to the Liquidator’s trust account on April 21, 2022. The TD Bank account remains open because tenants continue to pay rent into it and several automatic disbursements (including the CMHC Mortgage payments and utilities) are set up for regular withdrawal from it.

17. The Liquidator is not aware of any other material asset of 1950979.

Liabilities

18. According to the Trial Balance of 1950979, its only material liabilities are the balance of the CMHC Mortgage, currently being approximately \$8.5 million, and an amount of approximately \$700,000 owing to Parkview Homes Inc., a company which the Liquidator understands is owned and operated by Steve McLaren (one of the Shareholders) and is therefore a related party (“Parkview Homes”).

19. However, the Liquidator has become aware that 1950979 may in addition become subject to a potentially **material liability on account of Harmonized Sales Tax (“HST”) for** which a self-assessment was required, but not filed, as of the date of the first tenancy occupation of the Whitefield Property. The Liquidator has engaged **1950979’s** accountant, BDO, to provide advice and assistance in respect of the HST liability. At this time, the Liquidator does not know the quantum of this HST liability but will report further at a later date with additional information in this regard.

20. The Liquidator received a property tax statement from the City of Peterborough indicating that the outstanding property taxes owing in respect of the Whitefield Property as of May 12, 2022 were \$ 2,741.

21. According to a *Personal Property Security Act (“PPSA”)* search conducted by the Liquidator on April 4, 2022 (with a file currency date of April 3, 2022), of which a copy is attached as **Appendix “G”**, there is only one PPSA registration against 1950979, which was made by CMHC in respect of the CMHC Mortgage.

22. The Liquidator is not aware of any other material liability of 1950979.

Liquidator’s Actions and Activities

23. The ongoing dispute between the Shareholders appears to have impaired the timely and active management of the Whitefield Property. There was no rent roll, in many cases rent cheques and payments were not being deposited, tenants were complaining about deficiencies in their units which were not being addressed and there were health and safety concerns in the building that had not been dealt with. The

Liquidator requested copies of lease agreements, tenant account statements and other information pertinent to the building's management from the Shareholders; however, the Liquidator was told that this information was not available.

24. Immediately upon its appointment, **the Liquidator's primary focus was** therefore to stabilize the management of the Whitefield Property by retaining a property manager. The Liquidator obtained proposals from two property management companies in Peterborough, Ontario and selected 824975 Ontario Inc. o/a Guardian Property Management (**the "Property Manager"**) to act as manager of both the Whitefield Property and the Brock Property (term defined below; this latter property is owned by 1950941 as discussed below).

25. To prepare a rent roll, the Liquidator reviewed corporate accounting records and correspondence with tenants. Since the engagement of the Property Manager, its representatives have met individually with each tenant to ensure and regularize future rent payment, and to discuss any outstanding concerns. The Property Manager reported all issues raised by tenants to the Liquidator and those are being managed as discussed in more detail below.

26. In addition to the actions set out above and all things necessary and attendant thereto, the other main actions and activities undertaken by the Liquidator with respect to 1950979 were the following:

- a. Inspected the Whitefield Property upon taking possession and, at that time, took pictures and videos of the inside and outside of the property;
- b. Registered a copy of the Appointment Order on title to the Whitefield Property in accordance with paragraph 4(n) of the Appointment Order;
- c. Contacted CMHC to advise of the appointment of the Liquidator and request, among other things, confirmation of the status of the CMHC Mortgage, the mortgage amortization schedule, copies of the mortgage documents and copies of 1950979's insurance policy in respect of the Whitefield Property, as this information, despite being requested, could not be provided to the Liquidator by the Shareholders. The Liquidator has been in regular communication with representatives of CMHC since then;
- d. Ensured that the CMHC Mortgage payments continue to be drawn directly from 1950979's TD Bank account on the first of each month;
- e. Obtained information regarding the insurance policies for the Whitefield Property and the name/contact information of the insurance broker. The Liquidator contacted 1950979's insurance broker, Mitchell Sandham Inc. ("MSI"), to request that the Liquidator be added as an additional insured and loss payee. As of the date of this First Report, MSI had not yet responded to the Liquidator;
- f. Received a courier package from Paul Dietrich, one of the Shareholders, which contained stale dated rent cheques in the amount of \$17,505, past-due rent cheques in the amount of \$55,572, post-dated rent cheques in the amount of \$30,000, and cash in the amount of \$2,311. The

Liquidator deposited the past-due rent cheques and cash into its trust account and continues to deposit the post-dated rent cheques as the amount thereunder becomes due under the applicable lease terms. The stated dated cheques will form part of a reconciliation used by the Liquidator for the state of accounts with tenants, as further discussed herein;

- g. Contacted three commercial realtors to request listing proposals for an eventual listing of the Whitefield Property and commissioned an appraisal report for the Whitefield Property (further discussed below). As of the date of this First Report, the Liquidator has received one listing proposal. The Liquidator intends on selecting a realtor after having received all commissioned listing proposals as well as the appraiser's report;
- h. Performed an analysis as to whether to market and attempt to lease the Whitefield **Property's** three vacant units. Based on the preliminary advice of the prospective realtors, the Liquidator has chosen not to enter into new lease agreements with tenants until such time as the Liquidator has a better understanding of the amount of rent it can charge, considering, among other things, the CMHC Mortgage "**mortgagor commitments**", if applicable, as the case may be;
- i. Maintained a general ledger account for post-Appointment Order transactions which flowed through 1950979's **TD Bank account**;
- j. Maintained monthly bank reconciliations for 1950979's **TD Bank account**;
- k. Obtained access to and undertook a detailed review of 1950979's corporate email address account (888whitefield@parkviewhomes.ca) (**the "Whitefield Email Account"**) to, among other things, create a tenant rent roll. The Liquidator notes from its review of the Whitefield Email Account that there are numerous email money transfers from various individuals, most of whom were tenants of the Whitefield Property, that have not been deposited and, therefore, have expired. This means that several tenants were attempting to pay their rent on a monthly basis and their payments were not being deposited. The Liquidator is currently working on quantifying this amount;
- l. Begun the process of reviewing historical bank statements, online bank transactions as well as information obtained from the Whitefield Email Account in order to prepare a ledger of rental arrears owing by the existing tenants in order to eventually regularize and collect the same. The Liquidator has engaged the Property Manager in this process, which is difficult and time-intensive considering, among other things, the lack of active management in the last 6 to 12 months, including as may be due to the litigation among the Shareholders. For example, due to incomplete bookkeeping, the Liquidator lacked copies of the vast majority of tenancy agreements in place. The Property Manager attempted to obtain the same directly from tenants. In several instances, the Liquidator has been unable to obtain the same or complete copies thereof. In some other instances the tenants informed the Property Manager that there

was never a formal written lease entered into between them and 1950979. In some cases still, the rent being paid did not accord with the amount stated on the applicable lease agreements. Those are examples of concerns which the Liquidator is presently working on regularizing;

- m. Reviewed historical bank transactions in order to determine the ongoing critical disbursements including payments to CMHC, utility providers, elevator maintenance, etc. to ensure that these disbursements continue to be paid directly **from 1950979's TD Bank account** in the normal course;
- n. Worked with the City of Peterborough to obtain current property tax statement(s) for the Whitefield Property and to ensure that all future correspondence regarding the Whitefield Property is forwarded to the Liquidator;
- o. Engaged and worked with the Appraiser to obtain an appraisal of the Whitefield Property. As of the date of this First Report the appraisal is not complete. The Appraiser has advised the Liquidator that, among other things, it requires historical financial statements for 1950979 in order to complete the appraisal. The Liquidator requested the same from BDO after being advised by both Shareholders that they do not have copies, and expects to obtain it shortly so as to allow the Appraiser to complete its appraisal, which is a material step towards an eventual listing and sale of the Whitefield Property **as part of the Liquidator's mandate**;
- p. In addition to those acts and activities of the Property Manager set out above, the Liquidator has worked with the Property Manager who has undertaken, among other things, the following:
 - i. Notified the tenants of its appointment and role as Property Manager. An anonymized **copy of the Property Manager's correspondence to tenants** dated April 22, 2022 is attached as **Appendix "H"**;
 - ii. Made arrangements to service the main heating unit in the building maintenance room which required immediate maintenance;
 - iii. Brought to the Liquidator's attention issues relating to numbering and tenant use of parking spots, deficiencies with respect to the intercom system, the need to replace furnace filters in all units, and the fact that general maintenance is required on the building elevator system. The Property Manager is in the process of addressing each of these issues;
 - iv. Retained Kevin Desroches (the "Locksmith") to re-key the Whitefield Property due to the Shareholders being unable to provide the Liquidator with the master key;
 - v. Arranged for the **Peterborough fire department ("PFD")** to conduct an inspection of the Whitefield Property on May 12, 2022 after being advised by tenants that certain fire alarms and carbon monoxide detectors may not be working properly. The PFD provided the Property Manager with an Inspection Order which identified several

deficiencies. Attached hereto as **Appendix “I”** is a copy of the Inspector Order. The deadline to cure the deficiencies as set out in the Inspection Order is July 18, 2022. Subsequently to this first inspection, the PFD advised the Property Manager that carbon monoxide detectors in several units were also not operational and that new units needed to be installed by May 19, 2022. The Property Manager ensured that the defective carbon monoxide detectors were changed to the satisfaction of the PFD, **as confirmed by a PDF representative’s further on-site inspection** on May 19, 2022. The Liquidator is in the process of working with the Property Manager on a comprehensive plan to address the other outstanding deficiencies noted in the Inspection Order prior to the deadline noted above; and

- vi. Met with a representative of Carma Corp., a national submetering products and services provider, for the purposes of reviewing the building electricity metering. The Carma Corp. representative advised the Property Manager that due to imperfect metering, the electricity used in several occupied units was not being attributed and billed to the applicable tenant as it should be; instead 1950979 had been paying for this electricity. The Property Manager is working with Carma Corp. so that this situation be regularized.

VI. 1950941 ONTARIO INC.

Assets

27. 1950941 is the owner of the real property municipally known as 144 Brock Street, Peterborough, **Ontario (the “Brock Property”)**. The Brock Property is a two-story building with two residential apartments on the top floor and a restaurant unit on the main floor. Both residential units are tenanted. The main floor restaurant unit is vacant. The restaurant unit is not in a state fit for immediate commercial use.

28. According to a parcel register obtained by the Liquidator on May 12, 2022 there are no mortgages, liens or other encumbrances registered on title to the Brock Property. Attached hereto as **Appendix “J”** is a copy of the land title search.

29. The only other material asset of 1950941 is the cash in its TD Bank account, being approximately \$25,000. The Liquidator contacted the TD Bank to advise of its appointment and change the signing authority.

Liabilities

30. According to the Trial Balance Report, the only material liability of 1950941 is an amount of approximately \$1 million owed to Parkview Homes.

31. The Liquidator received a property tax statement from the City of Peterborough indicating that the outstanding property taxes owing in respect of the Brock Property as of May 12, 2022 was \$2,662.

32. According to a *Personal Property Security Act* (“PPSA”) search conducted by the Liquidator on April 4, 2022 (with a file currency date of April 3, 2022), of which a copy is attached as **Appendix “K”**, there are no PPSA registration against 1950941.

33. The Liquidator is not aware of any other material liability of 1950941.

Liquidator’s Actions and Activities

34. Since the Appointment Order, the main actions and activities of the Liquidator with respect to 1950941 have been, among other things, as follows:

- a. Worked with Steve McLaren to tour the Brock Property and assess the state of maintenance of the Brock Property;
- b. Retained the Locksmith to change the locks of the vacant commercial unit on the main floor which is not occupied;
- c. Registered a copy of the Appointment Order on title to the Brock Property in accordance with paragraph 4(n) of the Appointment Order;
- d. Communicated with Aviva Insurance Company of Canada to advise of its appointment and to request all relevant information regarding the insurance policy and status. As of the date of this First Report, the Liquidator remains **awaiting the insurer’s response**;
- e. Engaged a certified appraiser to provide the Liquidator with an appraisal of the Brock Property. Similar to the Whitefield Property, the appraiser is unable to complete its appraisal until such time as additional financial information is provided. The Liquidator has been in communication with BDO to obtain this information;
- f. Similar to the Whitefield Property, the Liquidator has requested listing proposals from commercial real estate agents with a view to listing the Brock Property for sale after the property appraisal is completed;
- g. **Reviewed 1950941’s books and records including historical bank statements, the Whitefield Email Account and 1950941’s QuickBooks accounting files in order to** determine the status of the residential tenancies. The Liquidator has identified likely rental arrears which the Liquidator is in the process of quantifying and eventually collecting;
- h. Reviewed and communicated with management for the Black Horse Pub (**the “Black Horse”**), an establishment neighbouring the Brock Property, regarding pre-Appointment Order arrangements made between 1950941 and the Black Horse regarding **the latter’s use of four of the Brock Property’s parking spaces to set up and operate an outdoor patio on which it would serve food and alcohol**. The Liquidator understands that there was no comprehensive written agreement between 1950941 and the Black Horse and that the general terms and consideration for such authorized use were rather **set out in emails between the Black Horse’s**

management and Paul Dietrich on behalf of 1950941. The Liquidator understands from those emails that the parking spaces were essentially rented by the Black Horse for the period from May to September 2022 in consideration for a monthly rental amount of \$1,920. Among other verifications, the Liquidator has ensured that it has been added as an additional insured to the relevant Black **Horse's insurance policy**;

- i. Worked with the City of Peterborough to obtain current property tax statement(s) for the Brock Property and to ensure that all future correspondence regarding the Brock Property is forwarded to the Liquidator;
- j. Engaged the Property Manager to manage the Brock Property. The Property Manager has undertaken, among other things, the following activities in respect of the Brock Property:
 - i. Notified the tenants of its appointment and role as Property Manager (see Appendix "H");
 - ii. Confirmed ongoing monthly rent payment procedures with tenants;
 - iii. Reviewed issues regarding the numbering and identification of tenant parking spaces in the Brock Property parking lot, and worked on regularizing the same; and,
 - iv. Retained the Locksmith to re-key the Brock Property due to the Shareholders being unable to provide the Liquidator with the master key.

VII. 1827403 ONTARIO INC.

Assets

35. 1827403 has no business or other activities. According to the Trial Balance Report, its only material assets are the cash in its TD Bank account, which as of the date of the Appointment Order was approximately \$530,000, and an account receivable of approximately \$1.7 million owing from Parkview Homes. The Liquidator contacted TD Bank to advise of its appointment and change the signing authority.

36. Regarding the \$1.7 million account receivable owing from Parkview Homes, the Liquidator has communicated with Steve McLaren, **who is one of the Shareholders and, in the Liquidator's understanding, the owner and operator of Parkview Homes. The Liquidator's understanding of Mr. McLaren's position is that** he would refuse to pay that account receivable on the basis that Parkview Homes is owed a similar amount from one or more of the other Companies. The Liquidator is currently evaluating how to proceed in regard to this account receivable and will report further on the matter.

37. The Liquidator was advised by the City of Peterborough that 1827403 is the owner of two one-foot strips of land which are respectively municipally known as 4 Eldon Court and 65 Middlefield Road, both in Peterborough, Ontario (**the "One-Foot Reserves"**). Attached hereto as **Appendix "L"** are copies of land title searches for the One-Foot Reserves obtained by the Liquidator on May 12, 2022. The One-Foot Reserves were not included on the Trial Balance Report.

38. The Liquidator has been advised by Mr. McLaren that the One-Foot Reserves are residual pieces of land from two previous development projects. The Liquidator is seeking the advice of commercial real estate brokers in respect of the possible marketing and sale of the One-Foot Reserves.

39. The Liquidator is not aware of any other material asset of 1827403.

Liabilities

40. As noted above, on April 28, 2022, BDO provided the Liquidator with 1827403's **corporate tax return** for its fiscal year ended October 31, 2021 which determines that 1827403 is subject to the Tax Liability, which was not included on the Trial Balance Report originally provided to the Liquidator.

41. According to a PPSA search conducted by the Liquidator on April 4, 2022 (with a file currency date of April 3, 2022), of which a copy is attached as **Appendix "M"**, there is no PPSA registration against 1827403.

42. **The Liquidator has performed a review of 1827403's** books and records. The Liquidator has located no evidence, and has no reason to believe, that 1827403 has any creditor other than CRA with respect to the Tax Liability, or any debt other than the Tax Liability.

43. Considering that the Tax Liability remains outstanding and continues to accrue interest, the Liquidator believes that it is in the interest of 1827403's **estate, including CRA and, ultimately, the** Shareholders, to pay down as much of the Tax Liability as the cash situation of 1827403 may allow from time to time, accounting for current cash on hand (being approximately \$530,000), the costs and future costs of this proceeding attributable to the liquidation of 1827403 as determined by the Liquidator, and any eventual partial or total collection on the account receivable of approximately \$1.7 million owing from Parkview Homes.

44. The Appointment Order does not specifically authorize the Liquidator to pay the Tax Liability without specific Court approval. Therefore, the Liquidator requests that the Court authorize it, to the extent of and only with funds that are or may become from time to time available in the estate of 1827403, to pay down the Tax Liability.

VIII. 1853997 ONTARIO INC.

45. 1853997 has no business or other activities. 1853997 previously operated as the sales and marketing arm for the other Companies.

46. As of the date of the Appointment Order, there was \$3,854 in 1853997's **bank account with the** Canadian Imperial Bank of Commerce. According to the Trial Balance Report, 1853997 has no liabilities. The Liquidator is not aware of any other material asset, or any liability, of 1853997.

IX. 1885926 ONTARIO INC.

47. 1885926 has no business or other activities. According to the Trial Balance Report, its only asset is approximately \$30,000 held in a TD Bank account, and it has no liabilities. The Liquidator is not aware of any other material asset, or any liability, of 1885926.

X. 1950940 ONTARIO INC.

48. 1950940 has no business or other activities. Based upon the Trial Balance Report, 1950940's only asset is \$2,800 in cash, and 1950940's is a debtor of Parkview Homes for the amount of approximately \$49,000. The Liquidator is evaluating what the appropriate liquidation vehicle is for this entity and will report further on this matter.

XI. ADDITIONAL ACTIONS AND ACTIVITIES OF THE LIQUIDATOR

49. In addition to all of the actions set out above and all things necessary and attendant thereto, other actions and activities undertaken by the Liquidator not otherwise described include, among other things, the following:

- a. Redirected the **Companies'** mail to the offices of the Liquidator;
- b. Set up a case website for this matter at the address <https://www.albertgelman.com/corporate-solutions/other-engagements/>;
- c. Sent formal requests for information and documents to, and reviewed information and documents obtained from, each of the Shareholders as well as employees of the Companies and Shareholders. The Liquidator notes that both Shareholders have advised the Liquidator **that they are not in possession of the Companies' books and records** and were only able to provide the limited documents and information which were in their respective possession. This has resulted in more work required from the Liquidator to, among other things, assess the **Companies' affairs and reconstitute a key documents** database, including as described above and with the assistance of BDO and the Property Manager;
- d. Requested and, in the case of 1950979 and 1950941, obtained and reviewed, **the Companies' QuickBooks** accounting files;
- e. In accordance with subsection 210(4) of the *Business Corporations Act* (Ontario), gave notice to the Director (as defined in the Act) of its appointment as Liquidator of each of the Companies;
- f. contacted the TD Bank to advise of its appointment and change the signing authority in respect of the bank accounts held by 1853997, 1885926 and 1950940; and
- g. Paid 9 liabilities of the Companies as summarized in **Appendix "N" (the "Paid Liabilities")**.

50. As to the Paid Liabilities, those can be put in two categories:
- a. All Paid Liabilities except the Balterre Contracting Limited holdback release payment (the “Holdback Release”) are (i) 8 relatively small amounts (totalling \$3,707.02 and averaging \$463.38), and (ii) for normal course, ongoing business expenses (e.g. telecom, maintenance, safety, etc.). Some of those relate in whole or in part to products or services acquired prior to the Appointment Order.
 - b. The Liquidator was advised by the Shareholders that the Holdback Release was for the final invoice on account of construction work predating the Appointment Order and to allow for release of the 10% holdback that had been withheld as the job progressed. Under the *Construction Act*, the owner must pay this amount within a certain timeframe to avoid liability, failing which that *Act* provides for special remedies including liens. Here the Holdback Release was paid at the urging of and with the approval of the Shareholders in order to satisfy obligations for which the Companies may be liable under the *Act*. The Liquidator believes that payment of the Holdback Release was appropriate and in the interest of the estate in the circumstances, including to avoid potential litigation and lien issues.

XII. LIQUIDATOR’S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

51. Attached hereto at **Appendix “O”** are the Liquidator’s interim statements of receipts and disbursements for each of the Companies as at May 31, 2022 (the “Interim SRDs”).

XIII. ACCOUNTS OF THE LIQUIDATOR AND ITS COUNSEL

52. Pursuant to paragraph 18 of the Appointment Order, the Liquidator and its independent counsel, GSNH, are required to pass their accounts with the Court from time to time. The Liquidator and GSNH have maintained detailed records of their time and costs since the Appointment Order.

53. The Liquidator has incurred fees of \$106,943.50 plus HST of \$13,902.66, totaling \$120,846.16 up to May 31, 2022. A copy of the detailed billings of the Liquidator supported by the Affidavit of Bryan Gelman sworn June 2, 2022, is attached hereto as **Appendix “P”**.

54. GSNH, the Liquidator’s independent legal counsel, has incurred fees of \$10,912.75 plus HST of \$1,390.54, totaling \$12,303.29 up to May 31, 2022. A copy of the detailed billings of GSNH, supported by the Affidavit of Joël Turgeon, sworn June 3, 2022, is attached hereto as **Appendix “Q”**.

55. The Liquidator reports that the foregoing professional fees and disbursements are in its view fair and reasonable in the circumstances, and supported by detailed invoices as well as affidavits confirming *inter alia* that the abovementioned fees are comparable to those charged by other Licensed Insolvency Trustee and law firms in Toronto for similar services.

XIV. **CONFIRM THE LIQUIDATOR'S ABILITY TO PAY POST-APPOINTMENT ORDER OBLIGATIONS IN THE NORMAL COURSE**

56. The relief sought in this respect is to remedy what the Liquidator sees as a possible gap in the technicalities of the Appointment Order. The Liquidator understands that this will be more fully and **appropriately addressed in its counsel's factum in support** of the aforementioned motion. The Liquidator believes that **confirming its ability to pay any of the Companies' post-Appointment Order obligations** in accordance with their terms and in the normal course, to the extent of and only from funds that are or may become from time to time available in the applicable estate, is appropriate.

XV. **LIQUIDATOR'S REQUEST FOR APPROVAL**

57. In light of the above, the Liquidator respectfully requests an Order of this Honourable Court:
- a. authorizing the Liquidator, to the extent of and only with funds that are or may become from time to time available in the estate of 1827403, to pay the Tax Liability;
 - b. **amending the Appointment Order to confirm the Liquidator's ability to pay any of the Companies' post-Appointment Order obligations** in accordance with their terms and in the normal course, to the extent of and only from funds that are or may become from time to time available in the applicable estate;
 - c. approving this First Report as well as the actions and activities of the Liquidator described herein, **including the Liquidator's Interim SRDs**;
 - d. approving the fees and disbursements of the Liquidator incurred up to May 31, 2022; and
 - e. **approving the fees and disbursements of the Liquidator's independent counsel, GSNH, incurred up to May 31, 2022.**

* * *

All of which is respectfully submitted this 2nd day of June 2022

ALBERT GELMAN INC., solely in its capacity as the Court-Appointed Liquidator of each of the Companies and not in its Personal or any other Capacity

Per: 

Bryan Gelman, CIRP, LIT

Tab D

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM)
)
JUSTICE KIMMEL)
)

THURSDAY, THE 13th
DAY OF OCTOBER, 2022

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

ORDER

THIS MOTION made by Albert Gelman Inc. (“**AGI**”) in its capacity as liquidator (in such capacity, the “**Liquidator**”) appointed pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 over all of the assets, undertakings and properties of 1827403 Ontario Inc. (“**1827403**”), 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc. (together with 1827403, the “**Companies**”) was heard before me this day at 330 University Avenue, Toronto, by videoconference.

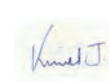
ON READING the second report of the Liquidator dated October 7, 2022 (the “**Second Report**”) and its Supplementary Motion Record, and on hearing the submissions of counsel for the Liquidator and such other counsel as were present as may be indicated on the counsel slip, no one else appearing despite being served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
2. THIS COURT ORDERS that the Liquidator is authorized, at its discretion, to pay or make incremental payments on account of any liabilities of the Companies in respect of periods prior to the appointment of the Liquidator on April 4, 2022, provided that:
 - a) the Liquidator shall first be satisfied that the estate in question is not, and after any proposed payment will not be, insolvent, and
 - b) the shareholders of each of the Companies, being Paul Dietrich and Steve McLaren, shall have consented in writing to each such payment
3. THIS COURT ORDERS that nothing in this Order shall prevent any person from asserting that an estate was insolvent at the time that the Liquidator made a payment authorized by paragraph 2, or that the estate became insolvent as a result of such payment.
4. THIS COURT ORDERS that the Second Report as well as the activities described therein are hereby approved, provided, however, that only AGI in its personal capacity and

with respect to its personal liability shall be entitled to rely upon or utilize in any way such approval.

5. THIS COURT ORDERS that the fees, costs and expenses of the Liquidator including those of its lawyers, Goldman Sloan Nash & Haber LLP, as set out in the fee affidavits appended to the Second Report and the Supplementary Motion Record, are hereby approved, and that the Liquidator is hereby authorized and directed to pay the same from available funds.

6. THIS COURT ORDERS that this order is effective as of its date at 12:01 am and does not need to be issued or entered.



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Jessica Kimmel
Date: 2022.10.13 16:34:14
-04'00'

PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced in TORONTO

ORDER

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto, Ontario M5G 1V2
Fax: 416-597-6477

Brendan Bissell (LSO #40354V)
Tel: (416) 597-6489
Email: bissell@gsnh.com

Lawyers for Albert Gelman Inc. in its capacity as
court-appointed liquidator

Tab E

Court File No.: CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

SECOND REPORT OF ALBERT GELMAN INC.
in its capacity as court-appointed liquidator pursuant to the *Business Corporations Act*,
R.S.O. 1990, c. B.16

(Dated October 7, 2022)

I. INTRODUCTION

1. This second **report** (“Second Report”) is filed by **Albert Gelman Inc.** (“AGI”) in its capacity as liquidator (in such capacity, the “Liquidator”) appointed over all of the assets, undertakings and properties (together, the “Property”) of **1827403 Ontario Inc.** (“1827403”), **1853997 Ontario Inc.** (“1853997”), **1885926 Ontario Inc.** (“1885926”), **1950940 Ontario Inc.** (“1950940”), **1950941 Ontario Inc.** (“1950941”) and **1950979 Ontario Inc.** (“1950979” and, together with **1827403, 1853997, 1885926, 1950940 and 1950941, the “Companies”**) by Order of the Ontario Superior Court of Justice, Commercial List (**the “Court”**), dated April 4, 2022 (**the “Appointment Order”**), made pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16. The application was commenced by Paul Joseph Dietrich. A copy of the Appointment Order is attached hereto as Appendix **“A”**. The Liquidator understands that this appointment was a consensual result of part of an arbitration proceeding between the Applicant and the Respondent before the Hon. Frank Newbould.

2. On June 13, 2022 on a motion made by the Liquidator the Honourable Justice Conway granted an **order (the “June 13 Order”) approving, among other things**, the Liquidator to pay the corporate tax liability of 1827403 and amended the Appointment Order to specifically provide that the Liquidator can pay post-

appointment liabilities as and when they become due. A copy of the June 13 Order and related Endorsement are attached hereto as **Appendix “B”**.

3. The Liquidator prepared a report in respect of the June 13, 2022 motion dated June 2, 2022 (the “First Report”). **Attached hereto as Appendix “C”** is a copy of the First Report, without appendices.

II. PURPOSE OF THIS REPORT

4. The purpose of this Second Report is to:

- a. provide both the Court and stakeholders with an update with respect to the Liquidator’s actions and activities since the date of the First Report;
- b. provide background for and **support the Liquidator’s motion** to the Court returnable on October 13, 2022, seeking an Order:
 - i. authorizing the Liquidator, to the extent of and only with funds that are or may become from time to time available in the estate of 1950979, to pay the HST liability of 1950979 in respect of its quarter ended June 30, 2021, up to the reassessed amount of \$602,443, in addition to any applicable interest, penalty or like amount payable in respect thereof (collectively, **the “HST Liability”**);
 - ii. authorizing the liquidator to pay liabilities arising prior to the appointment date on the specified terms;
 - iii. approving this Second Report as well as the actions and activities of the Liquidator **described herein, including the Liquidator’s** Interim SRDs (defined below);
 - iv. approving the fees and disbursements of the Liquidator for the period from June 1 to September 30, 2022; and
 - v. **approving the fees and disbursements of the Liquidator’s** independent counsel, **Goldman Sloan Nash and Haber LLP (“GSNH”)** for the period from June 1 to September 30, 2022.

III. SCOPE AND TERMS OF REFERENCE

5. In preparing this Second Report, the Liquidator has obtained and relied upon certain unaudited financial information of the Companies and the Companies books and records, and had ongoing discussions with Paul Dietrich and Steve McLaren (**together, the “Shareholders”**), counsel for both Mr. Dietrich and Mr. McLaren, Mr. Dietrich’s accountant Greg Landry, Mr. McLaren’s accountant Henry Climaco and the Companies’ external accountant, BDO Canada LLP (“BDO”).

6. While the Liquidator has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles (“GAAP”) or International Financial Reporting Standards (“IFRS”). Accordingly, the

Liquidator expresses no opinion or other form of assurance pursuant to GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

7. This Second Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose.

8. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

IV. BACKGROUP INFORMATION

9. The Companies' only shareholders are the Shareholders, who each own 50% of the shares of each of the Companies. Each is also a director and officer of each of the Companies. 1853997 has one additional director, Greg Landry.

10. The Appointment Order was made on consent of both the Applicant and the Respondent and ordered by the Honourable Justice Gilmore on April 4, 2022 (Appendix "A").

11. The Shareholders previously operated effectively as partners with their principal line of business being residential and commercial land development in the Peterborough, Ontario and the surrounding area. The Companies were each incorporated for the purposes of land development.

12. Further background information relating to the Companies and the events leading to the appointment of the Liquidator, including the underlying dispute between the Shareholders, is set out in the affidavit of Paul Dietrich sworn March 30, 2022 filed in support of the application for the Appointment Order, of which a copy without exhibits is attached hereto as **Appendix "D"**.

13. Prior to the Appointment Order, the Liquidator was provided with trial balance reports prepared by the Shareholders for each of the **Companies (the "Trial Balance Reports")** summarizing the assets and liabilities of each of the Companies as at January 31, 2022. Attached hereto as **Appendix "E"** is a copy of the Liquidator's summary of the Trial Balance Reports.

V. ACTION AND ACTIVITIES OF THE LIQUIDATOR SINCE THE FIRST REPORT

14. Set out in the First Report is a detailed summary of the known assets and liabilities of each of the six Companies as well as the Liquidators actions and activities with respect to same. The Liquidators actions and activities subsequent to the date of the First Report are, *inter alia*, set out below.

HST Self-Assessment – 1950979 Ontario Inc.

15. As set out in the First Report the Liquidator become aware that 1950979 was subject to a potentially material liability on account of Harmonized Sales Tax ("HST") in respect of a self-assessment that became owing as of the date of the first tenancy occupation (begin April 15, 2021) of the Whitefield Property (the "HST Self-Assessment"). The HST Self-Assessment required, among other things, that the following documents be prepared and filed with the CRA: (a) an amended HST return for the period April 1 to June 30,

2021; and, (2) GST/HST New Residential Rental Property Rebate Application form (collectively, **the “HST Self-Assessment Documents”**).

16. The Liquidator retained **BDO Canada LLP (“BDO”), 1950979’s external accountant**, to assist it with the preparation and filing of the HST Self-Assessment Documents. BDO advised the Liquidator that in order to complete the HST Self-Assessment Documents a retrospective appraisal of the Whitefield Property as of April 15, 2021 (being the date of first occupancy) (**the “Whitefield Retrospective Appraisal”**) was required. The Liquidator retained TL Smith Appraisals who prepared the Whitefield Retrospective Appraisal.

17. The amended HST return for the period April 1 to June 30, 2021 (being one of the HST-Self Assessment Documents) prepared by BDO indicates that there is an adjusted balance owing of \$602,443 plus accruing interest (**the “HST Liability”**). The Liquidator, in consultation with BDO, has estimated that the accrued interest to the date of this report will be in the range of \$35,000 to \$40,000. BDO also advised the Liquidator that the method used by the CRA to calculate interest is often applied inconsistently and, therefore, the actual amount of interest may differ materially from this estimate. As of the date of this Second Report the Liquidator has not received the HST notice of assessment from the CRA and, therefore, the total quantum of interest charged by the CRA is not known.

18. The HST Self-Assessment Documents were submitted to the CRA by BDO on behalf of the Liquidator on September 9, 2022.

19. On September 22, 2022 the Liquidator received a letter from Ms. Tammy Merritt of the CRA which indicated that the CRA proposed an adjustment to the quarter ended September 30, 2021 HST return in the amount of approximately \$1.2 million. Attached hereto as Appendix **“F”** is a copy of the letter from Ms. Merritt. The Liquidator contacted Ms. Merritt on September 22, 2022 to enquire about the letter which it had received at which time Ms. Merritt advised the Liquidator that she was not aware of the fact that the HST Self-Assessment Documents had already been filed with the CRA. The Liquidator provided Ms. Merritt with electronic copies of the HST Self-Assessment Documents as well as the Whitefield Retrospective Appraisal which she requested. Ms. Merritt advised the Liquidator that her letter resulted from the fact that 1950979 had not filed the HST Self-Assessment Documents by the filing deadline (being July 30, 2021) and that the CRA was taking steps to assess 1950979. The Liquidator has been in communication with Ms. Merritt since it received her letter in order to resolve any issues with respect of the HST Self-Assessment.

Listing of Whitefield Property and Brock Property

20. In accordance with paragraph 5 of the Appointment Order the Liquidator was duly authorized to enter into one or more listing agreement with a licensed commercial real estate agent(s) for the purposes of listing, marketing and selling both the Whitefield Property and the Brock Property.

21. The Liquidator obtained multiple listing proposals from licensed commercial estate agent(s). After reviewing each of the listing agreement the Liquidator entered into a listing agreement with David Watkins of

EXP Realty Brokerage (the “Realtor”) which provided that the Realtor would list both the Whitefield Property and the Brock Property.

22. The Whitefield Property was listed on the multiple listing service (“MLS”) on July 7, 2022 at a listing price of \$11 million. The Brock Property was listed on the MLS on July 7, 2022 at a listing price of \$699,000. Multiple offers have been received by the Liquidator for both the Whitefield Property and the Brock Property. The Whitefield property is currently under a conditional agreement of purchase and sale and the Liquidator is working with the purchaser on satisfying the relevant conditions so that an approval and vesting order may be sought and a closing date set.

23. The Liquidator has not yet received an offer that it believes is satisfactory in the circumstances for the Brock Property, despite lowering the asking price on MLS in August. The Liquidator, on the advice of Mr. Watkins as the broker, is re-launching the listing for the Brock Property with a further price reduction, as the Liquidator believes that the passage of time to-date indicates that more aggressive steps to secure a sale without too much further delay are warranted. The new listing price for the Brock Property is \$570,000.

24. The Liquidator is not seeking approval of any transaction(s) to sell either the Whitefield Property or the Brock Property at this time and, therefore, the Liquidator will provide the Court with further details regarding the processes undertaken to market and sell both properties at a later date.

Corporate Taxes Liability – 1827403 Ontario Inc.

25. As set out in the First Report there is a corporate income tax liability in 1827403 in respect of its fiscal year ended October 31, 2021 in the assessed amount of \$557,072, in addition to any applicable interest, **penalty or like amount payable in respect thereof (collectively, the “Corporate Tax Liability”)**. As of the date of this Second Report the Liquidator has not received the corporate tax notice of assessment from the CRA and, therefore, does not know for certain the quantum of interest and penalties which have or will be levied by the CRA.

26. Paragraph 2 of June 13 Order authorized the Liquidator to pay the Corporate Tax Liability if and when funds become available in 1827403. The Liquidator has made a payment to the CRA in the amount of \$515,000 to be applied against the Corporate Tax Liability. The balance of the Corporate Tax Liability, including the accrued interest and penalties, remains unpaid as of the date of this Second Report.

27. The other material asset in 1827403 is a loan receivable of \$1,717,000 due from Parkview Homes Inc. (“Parkview Homes”), a company owned and operated by Mr. McLaren. As set out below in more detail the Liquidator has attempted to make arrangements with Mr. McLaren on behalf of Parkview Homes to repay a portion of Parkview Homes loan owing to 1827403 so that the Liquidator has sufficient funds on hand in the estate of 1827403 to pay the unpaid balance of the Corporate Tax Liability.

28. The final asset of 1827403 that the Liquidator is aware of is the One-Foot Reserves (defined in the First Report), being small parcels of land adjacent to completed developments. Subsequent to the First Report, the Liquidator learned that 50% of the One-Foot Reserves are being held by 1827403 Ontario Inc. in

trust for Danhew Holdings Inc. and obtained the relevant documents to substantiate same. In view of the divided ownership of the One-Foot Reserves and their rather unique nature, the Liquidator is considering an auction process among the other 50% owner and each of Messrs. Dietrich and McLaren in order to arrange for a disposition of those assets. The Liquidator believes that the logical purchasers of the One-Foot Reserves are those parties.

Transaction Review – 1827403 Ontario Inc.

29. On July 21, 2022 there was an arbitration case conference convened at the request of counsel for Mr. Dietrich in which legal counsel for Mr. McLaren, Mr. Dietrich and the Liquidator attended before former Justice Newbould. During the case conference Mr. Newbould requested that the Liquidator provide a report on the amounts owing by Parkview Homes to 1827403, including a review of the transactions in the corporate bank account(s) for 1827403 for the 18-month period preceding the Appointment Date (the “Transaction Review Memo”). This was in response to (a) a request by counsel for Mr. Dietrich that Mr. Newbould make an award in respect of the amounts owing by Parkview Homes to 1827403 and (b) queries from or on behalf of Mr. McLaren about how the amounts recorded on the financial records had grown from approximately \$1.2 million at the end of October 2021 to approximately \$1.7 million at the end of December 2021. The Liquidator completed that review, which is attached hereto as **Appendix “G”** is a copy of the Transaction Review Memo.

30. The Liquidator concluded in the Transaction Review Memo that, among other things, the balance owing by Parkview Homes to 1827403 as of the Appointment Date was and still is \$1,717,000. On August 30, 2022 the Liquidator provided a copy of the Transaction Review Memo to legal counsel for Mr. McLaren, Mr. Dietrich as well as former Justice Newbould in anticipation of the arbitration case conference that was held on September 6, 2022.

31. At the arbitration case conference held on September 6, 2022, there was discussion among the parties and the Liquidator that the immediate cash need of 1827403 was in the nature of \$100,000 in order to be able to pay the rest of the Corporate Tax Liability and any penalties and interest that may be owing due to late filing and payment. Former Justice Newbould requested that counsel for Mr. McLaren (on behalf of Parkview Homes) seek to obtain instructions from Mr. McLaren that Parkview Homes will advance \$100,000 to the Liquidator as a partial repayment on its loan owing to 1827403 so that such funds could be used by the Liquidator to pay the outstanding balance of the Corporate Tax Liability. As of the date of this Second Report Mr. McLaren has not provided his counsel with these instructions, despite follow-up requests by the Liquidator.

Amounts payable by Parkview Homes Inc. to 1827403 Ontario Inc.

32. The Liquidator now believes that there are issues that need to be addressed with the amounts payable by Parkview Homes to 1827403 of \$1,717,000.00.

33. As noted above, there has been a lack of progress in attempting to obtain an advance on those amounts payable in order to permit 1827403 to pay its current liabilities.

34. In addition, as noted in the First Report, the amounts payable by Parkview Homes to 1827403 are roughly equal to amounts receivable for Parkview Homes from two other companies in Liquidation, being \$699,071.00 by 1950979, which is the owner of the Whitefield Property, and \$1,006,000 by 1940941, which is the owner of the Brock Property. Possible issues of set-off have been raised by Parkview Homes in connection with the amounts payable to 1827403.

35. While the Liquidator is continuing to review the issues in connection with such possible set-off, there now appear to be limits to the extent to which collection on the amounts payable by Parkview Homes should be delayed pending the collection of amounts payable to Parkview Homes. That is because the listing price for the Brock Property, which the Liquidator believes is the sole asset of 1940941, has now been lowered to \$570,000. Even assuming that a sale at that price is achievable, the net proceeds of such a sale will be in the range of half of the \$1,006,000.00 that 1940941 owes to Parkview Homes.

36. Discussions with Parkview Homes about other arrangements to pay or other bases to discuss payment have not been productive. The Liquidator has therefore sent the demand letter attached as Appendix "H". If no satisfactory response is received, the Liquidator anticipates taking enforcement steps, which may include either a motion to this Court to issue a judgment in favour of 1827403, or an application for bankruptcy order as against Parkview Homes.

Other Activities

37. The Liquidator was added as an additional insured and loss payee in respect of the insurance policy held by both 1950979 Ontario Inc. and 1950941 Ontario Inc.

38. The Liquidator increased the property insurance coverage on the Whitefield Property so as to be equivalent with the recently appraised value.

39. The Liquidator paid property taxes to the City of Peterborough in respect of the Whitefield property in the amount of \$59,540.

40. The Liquidator has filed all previously unfiled HST returns for all six Companies up to the Appointment Date.

41. The Liquidator communicated regularly with representatives of the Canadian Mortgage and Housing Corporation ("CMHC") **regarding the status of the process to sell the Whitefield Property.**

42. The Liquidator continued to communicate regularly with the Property Manager (defined in the First Report) in respect of the management of the Whitefield Property including, among other things, to ensure the following activities were undertaken: (a) completion of a fire safety inspection; (b) addressing ongoing tenant requests; (c) re-keying all locks to ensure there is a master key in the Property Mangers possession; (d) begun to take legal steps to collect arrears rent owing by one specific former tenant; and, (e) the general repairs and maintenance of the property.

43. The Liquidator maintained a Case Webpage with electronic copies of the Court materials related to these restructuring proceedings, located at www.albertgelman.com/corporate-solutions/other-engagements.

VI. PRE-APPOINTMENT LIABILITIES

44. The Liquidator is seeking approval to pay pre-appointment liabilities. This is in order to facilitate the administration of the **Companies' estates by permitting the payment of such liabilities without the need for** Court approval in each instance. The Appointment Order does not appear to contemplate payment of such amounts without further order, and the June 13 Order granted specific permission to pay the Corporate Tax Liability of 1827403.

45. The Liquidator requests that the Court authorize the payment of pre-appointment liabilities of the Companies on terms that:

- a. the Liquidator shall first be satisfied that the estate in liquidation is not, and after any proposed payment will not be, insolvent; and,
- b. the shareholders of each of the Companies, being Paul Dietrich and Steve McLaren, shall have consented in writing to each such payment.

VII. LIQUIDATOR'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

46. Attached hereto at **Appendix "I"** are **the Liquidator's** interim statements of receipts and disbursements for each of the Companies as at October 6, 2022 (**the "Interim SRDs"**).

VIII. ACCOUNTS OF THE LIQUIDATOR AND ITS COUNSEL

47. Pursuant to paragraph 18 of the Appointment Order, the Liquidator and its independent counsel, GSNH, are required to pass their accounts with the Court from time to time. The Liquidator and GSNH have maintained detailed records of their time and costs since the Appointment Order.

48. The Liquidator has incurred fees of \$110,362.00 plus HST of \$14,347.07, totaling \$124,709.07 for the period from June 1 to September 30, 2022. A copy of the detailed billings of the Liquidator supported by the Affidavit of Bryan Gelman sworn October 6, 2022, is attached hereto as **Appendix "J"**.

49. The Liquidator reports that the foregoing professional fees and disbursements are in its view fair and reasonable in the circumstances and supported by detailed invoices as well as affidavits confirming *inter alia* that the abovementioned fees are comparable to those charged by other Licensed Insolvency Trustee for similar services.

50. The fees and fee affidavit of the Liquidator's independent counsel, GSNH, will follow in a supplementary report.

IX. **LIQUIDATOR'S REQUEST FOR APPROVAL**

51. In light of the above, the Liquidator respectfully requests an Order of this Honourable Court:
- a. authorizing the Liquidator, to the extent of and only with funds that are or may become from time to time available in the estate of 1950979, to pay the HST Liability;
 - b. authorizing the Liquidator to pay liabilities arising prior to the appointment date on the specified terms;
 - c. approving this Second Report as well as the actions and activities of the Liquidator described herein, **including the Liquidator's Interim SRDs**;
 - d. approving the fees and disbursements of the Liquidator for the period from June 1 to September 30, 2022; and
 - e. **approving the fees and disbursements of the Liquidator's independent counsel, GSNH**, for the period from June 1 to September 30, 2022;

* * *

All of which is respectfully submitted this 7th day of October 2022

ALBERT GELMAN INC., solely in its
capacity as the Court-Appointed Liquidator
of each of the Companies and not in its
Personal or any other Capacity

Per: 

Bryan Gelman, *CIRP, LIT*

Tab F

Court File No. CV-22-00679109-00CL

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

BETWEEN:

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the *Business Corporations Act*, R.S.O.
1990, c. B16, as amended.

AFFIDAVIT OF PAUL JOSEPH DIETRICH

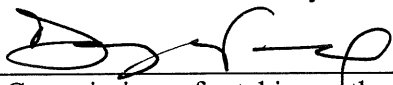
I, Paul Joseph Dietrich, of the City of Peterborough, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am an officer, director and shareholder of each of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc. (collectively, the "**Residual Companies**"). As such, I have knowledge of the matters deposed to in this affidavit. Where I do not have direct knowledge of a matter, I state the source of my information and believe it to be true.
2. The Respondent, Steven Robert McLaren, and I founded the Parkview Group of Companies (the "**Parkview Group**") in 1989. We were the only shareholders, officers and directors of the companies that comprise the Parkview Group.

3. In January 2022, I sold my beneficial interest in all of the companies that comprise the Parkview Group, other than the Residual Companies, to the Respondent. The Respondent and I remain the only shareholders, officers and directors of the Residual Companies.
4. The Respondent and I, along with certain of the companies that comprise the Parkview Group, entered into a shareholders agreement dated February 14, 2008 (the “**Shareholders Agreement**”).
5. Pursuant to the terms of the Shareholders Agreement, if any controversy relating to the Shareholders Agreement arose amongst the shareholders, the parties would initially attempt to negotiate a resolution to the controversy and if those negotiations were unsuccessful, the dispute would be submitted to a mediator. Finally, if the mediation did not resolve the dispute or either party would not participate in the mediation, the shareholders agreed that the dispute would be settled by way of arbitration pursuant to the *Arbitration Act* (Ontario).
6. The procedures set forth in the preceding paragraph were invoked by the Respondent upon providing me with a Notice of Dispute on November 15, 2019.
7. The Respondent and I were unable to resolve the dispute through negotiation and subsequently retained former justice of the Ontario Superior Court of Justice (Commercial List), the Honourable Frank Newbould, Q.C., to mediate the matter. A mediation was held on February 12, 2020, however, the parties were unable to resolve the dispute.
8. The matter was scheduled to proceed by way of arbitration in August 2020 before the Honourable Mr. Newbould but was adjourned on account of settlement discussions between the parties which were mediated by a third party, commencing July 25, 2020 and which continued from and after that date until approximately December 2020.
9. The settlement discussions were unsuccessful in resolving the dispute amongst the shareholders and the arbitration was scheduled to proceed before the Honourable Mr. Newbould on January 17, 2022.

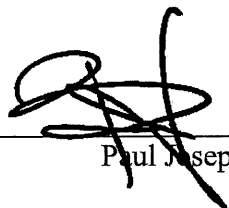
10. Prior to the commencement of the arbitration, the Respondent and I agreed to certain minutes of settlement dated January 18, 2022 (the “**Minutes of Settlement**”) to resolve the arbitration. Pursuant to the Minutes of Settlement, the parties agreed and consented to the form of Order attached to the Minutes of Settlement as Schedule “A” being made in the arbitration.
11. Pursuant to the award of the Honourable Mr. Newbould dated January 18, 2022 (the “**Arbitration Award**”), it was ordered, on the consent of the Respondent and I, that, among other things: (i) the arbitration be dismissed with prejudice and without costs on the terms set out in the Minutes of Settlement; and (ii) the Residual Companies be liquidated, and Bryan Gelman of Albert Gelman Inc. (“**AGI**”) be appointed as liquidator (the “**Liquidator**”). Attached hereto as Exhibit “A” is a copy of the Arbitration Award.
12. To facilitate the orderly liquidation of the Residual Companies, the parties have agreed and consent to the Liquidator’s appointment pursuant to the provisions of the *Business Corporations Act* (Ontario) (the “**BCA**”). I am advised by my counsel, Danny Nunes of DLA (Piper) Canada LLP (“**DLA**”), that the form of draft Order appointing the Liquidator and included in the Application Record, is largely based upon the Court’s model Order for the appointment of receivers and managers and expressly sets forth the Liquidator’s powers which it may assert in liquidating the Residual Companies, in addition to those powers set out in the BCA.
13. AGI has consented to act as Liquidator in these proceedings. Attached hereto as Exhibit “B” is a copy of AGI’s consent to its appointment as Liquidator.
14. I swear this affidavit in support of my application for the Liquidator’s appointment over the Residual Companies and for no other or improper purpose.

SWORN before me by videoconference)
this ^{20th} day of March, 2022 in accordance)
with O. Reg. 421/20, Administering)
Oath or Declaration Remotely.)



A Commissioner for taking oaths

DANNY NUNES



Paul Joseph Dietrich

Tab G

	1950979 Ontario Inc.		1950941 Ontario Inc.		1827403 Ontario Inc.		1853997 Ontario Inc.		1885926 Ontario Inc.		1950940 Ontario Inc.		Debit	Credit
	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
1000 - TD Canada Trust	1,214,196		33,274		541,064				30,630		2,885		1,822,049	-
1000 - CIBC - Bank							3,812						3,812	-
11000 - Accounts Receivable		3,248											-	3,248
1050 - Security Deposits			712										712	-
1100 - Prepaid Expenses			6,244										6,244	-
1300 - 144 Brock Street - Land			500,000										500,000	-
1300 - 144 Brock Street - Building			380,087										380,087	-
1300 - 144 Brock Street - Acc. Dep'n				56,113									-	56,113
1310 - Middlefield Phase II					854								854	-
1311 - Thompson Bay					2,742								2,742	-
1410 - Due From Parkview Homes Inc.					1,717,000								1,717,000	-
1500 - 882 Whitefield: Capitalized Costs	6,864,204												6,864,204	-
1500 - 882 Whitefield:1501 - Transferred from 1494282	1,045,045												1,045,045	-
1500 - 144 Brock Street: Capitalized Development Costs			127,788										127,788	-
1600 - Due to Parkview Homes Inc.												19,000	-	19,000
2000 - Accounts Payable		1,236		1,178	281								281	2,414
2100 - Holdbacks Payable		29,014											-	29,014
2100 - Tenant Deposits				2,550									-	2,550
2200 - GST/HST Payable	1,262		545				160						1,967	-
2300 - Tenant Deposits		2,000											-	2,000
2410 - Due to Parkview Homes Inc.		699,071		1,006,000									-	1,705,071
2420 - Due to Parkview Homes Inc.												30,000	-	30,000
2800 - CMHC Construction Loan		8,467,657											-	8,467,657
3000 - Capital Stock		100		100		100		100		100		100	-	600
3500 - Retained Earnings	60,973		19,396		2,261,866		3,872		30,530		46,215		126,584	2,296,268
<u>Income statement items</u>														
4000 - Rental Income		1,901											-	1,901
4300 - Rental Income - Apartments				2,626									-	2,626
4400 - Parking Lot Revenue				640									-	640
6340 - Interest Expense	8,713												8,713	-
6720 - Property - Repairs and Mtce	5,906												5,906	-
6730 - Property - Snow Removal	3,568												3,568	-
6860 - Utilities:6860-01 - Hydro		1,947	1,019										1,019	1,947
6860 - Utilities:6860-10 - Water	1,186		144										1,330	-
8000 - Bank Charges					25								25	-
8300 - Custodial Services	1,017												1,017	-
8400 - Internet Service	104												104	-
TOTAL	9,206,174	9,206,174	1,069,209	1,069,207	2,261,966	2,261,966	3,972	3,972	30,630	30,630	49,100	49,100	12,621,051	12,621,049

Tab H



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #45

28106-0092 (LT)

PAGE 1 OF 1
PREPARED FOR ASHLEY ROBINSON
ON 2022/11/04 AT 15:59:05

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

PROPERTY DESCRIPTION: PT LT 1 E OF GEORGE ST & N OF BROCK ST (PETERBOROUGH), AS IN R423530; CITY OF PETERBOROUGH

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

1950941 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/02/22 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/22 **</p>						
PE262925	2017/02/14	LR'S ORDER REMARKS: AMEND THUMBNAILED AND DELETED	LT71581	LAND REGISTRAR, PETERBOROUGH		C
PE266460	2017/04/26	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$870,000	1327970 ONTARIO INC.	1950941 ONTARIO INC.	C
PE376524	2022/04/06	APL COURT ORDER REMARKS: APPOINTING LIQUIDATOR		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

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

Tab I



144 Brock St. Peterborough

*144 Brock Street
Peterborough, Ontario K9H 2P3*

Contact:

David Watkins

Phone : (905) 432-6300

Email : dwatkinsfirst@gmail.com



TABLE OF CONTENTS

PROPERTY INFO & DISCLAIMER	2
PROPERTY DESCRIPTION	3
PROPERTY PHOTOS	4
144 BROCK UPDATED	9
INVESTMENT ANALYSIS - 10 YEAR BEFORE TAX	27
INVESTMENT ANALYSIS - 10-YEAR EXEC SUMMARY	35
DEMOGRAPHIC ANALYSIS	40
AERIAL & LOCATION REPORT	53



PROPERTY INFO:

■ **PURCHASE PRICE:**
\$699,000

■ **PROPERTY ADDRESS:**
144 BROCK STREET
PETERBOROUGH, ONTARIO K9H
2P3

■ **PROPERTY SIZE**
10,898 SQ. FT.

■ **LAND SIZE**
10,898.00 SQ. FT.

**144
BROCK
ST. PETERBOROUGH**

COMPANY DISCLAIMER

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PROPERTY OVERVIEW

Main floor commercial approximately 2500 Square Feet. Requires some renovation, formerly "the pigs ear " tavern. Second floor has a nice 3 bedroom apartment. Third floor also a 3 bedroom apartment.

144
Brock St. Peterborough
Peterborough Ontario K9H 2P3



PROPERTY PHOTOS



PROPERTY PHOTOS



PROPERTY PHOTOS



PROPERTY PHOTOS



PROPERTY PHOTOS





144 Brock St, Peterborough, K9H2P3

[Suggest an address correction](#)

Owner Name
1950941 ONTARIO INC.



Last Sale
\$870,000
Apr 26, 2017



Lot Size
67.95 ft N/A
Frontage Depth
Measurements Available
(See Site & Structure)



Assessed Value
\$473,000
Based on Jan 1, 2016

Phased-In Value
\$473,000
2022 Tax Year ⓘ

Legal Description

PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530 CITY OF PETERBOROUGH

Property Details



GeoWarehouse Address

144 BROCK ST, PETERBOROUGH, K9H2P3

Ownership Type

Freehold

Registration Type

Certified (Land Titles)

Land Registry Office

Peterborough (45)

Land Registry Status

Active

PIN

281060092

Owner Names

1950941 ONTARIO INC.

Property Type

COMMERCIAL

Property Detail Report



Generated on:5/16/2022



Property Address: 144 BROCK ST
Municipality: PETERBOROUGH CITY
Roll Number: 151404010003900

Base Sales & Assessment Data

Property Information:

Property Type: Commercial
Property Code & Description: 441-Tavern/public house/small hotel
Assessment Roll Legal Description: PT LOT 1 N BROCK E GEO
Legal Description: PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530 CITY OF PETERBOROUGH
Year Built: -
Frontage (ft): 67.96
Depth (ft): 0.00
Site Area: 10898.00 Sq.Feet

Sale Information:

Last Sale Date: 26/04/2017
Last Sale Amount: \$870,000

Valuation Information:

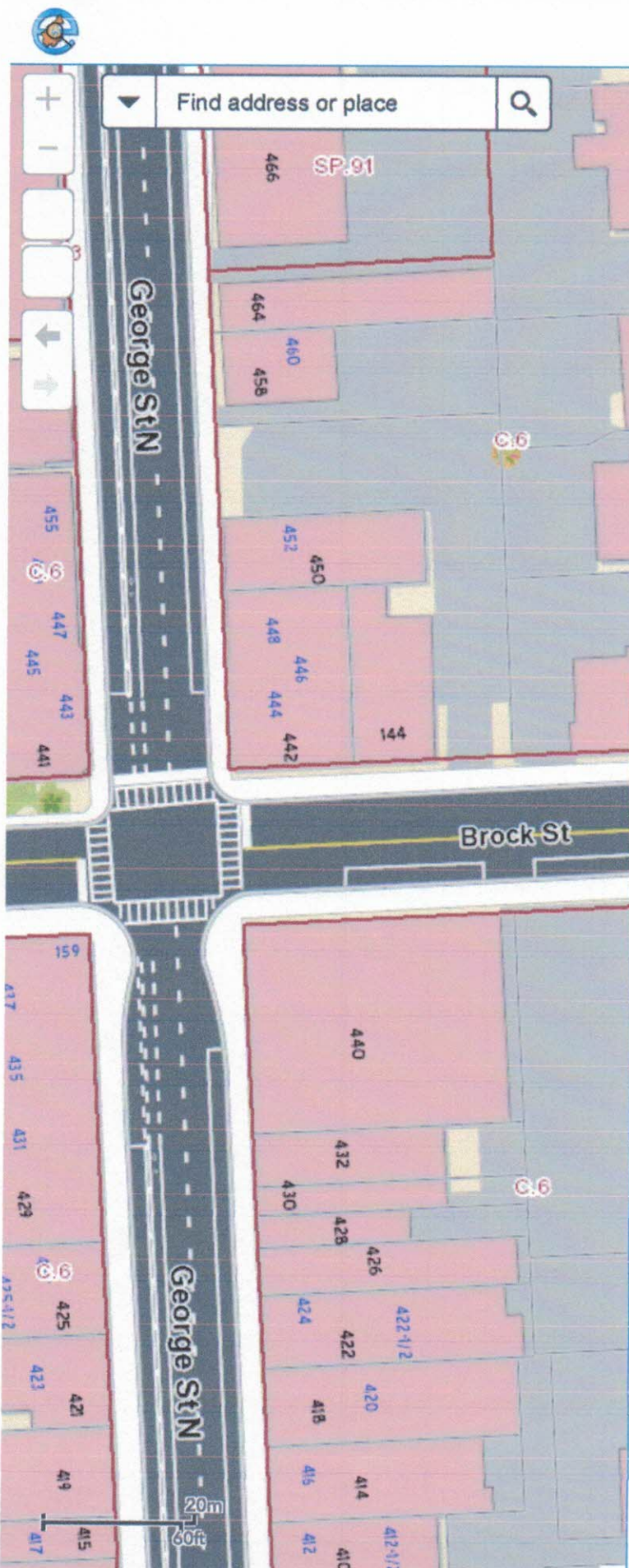
Assessed Value on January 1, 2016*: \$473,000
Assessed Value on January 1, 2012: \$380,109

**THE OFFICIAL PLAN
OF THE
CITY OF PETERBOROUGH**



Disclaimer

*This document comprises an Office Consolidation as amended up to and including **December 31, 2021**. This edition is prepared for purposes of convenience only, and for accurate reference recourse should be had to the official volumes. Since this Official Plan has not been certified, the City does not warrant the accuracy of the information in it, nor does it warrant that the same accurately depicts the text of the amendment. Users should not rely on the information enclosed herein to their detriment. Certified copies of the appropriate amendment should be obtained from the City Clerk's Office.*



Layer List

Layers

- Living
- Recreation
- Heritage
- Property Information
- Planning
- Transit Routes
- Trails and Sidewalks
- Traffic Counts Fall 2018
- Garbage Day
- Ward Boundaries
- Parking Schedules
- Labels (to overlay with air photo basemaps)

4.3.2 CENTRAL AREA

- 4.3.2.1 The Central Area is Peterborough's traditional centre, consisting of the downtown core and other central lands. This area accommodates the largest and most diverse concentration of central place functions in the City, including retail, office, service, entertainment and other commercial uses, as well as governmental, institutional, residential and community activities. Retail uses are a significant component of this mix of activities, and includes a broad range of comparison shopping, specialty outlets and more localized facilities related to the needs of nearby residents and the downtown working population. The form of development in the Central Area is more intensively urban than any of the City's other commercial areas.

The retail and service activities and other facilities in the Central Area are collectively the most significant location for the provision of specialized and higher-order functions serving the diverse needs of residents, businesses and institutions of Peterborough and of the surrounding regional area which looks to Peterborough for those functions not available locally.

Permitted uses, which may vary from sub-area to sub-area within the Central Area, encompass the full range of commercial activities, including all forms of retail and service commercial facilities, business and professional offices, hotels, restaurants, private clubs, places of recreation and entertainment, personal and business services, governmental facilities, outlets for wholesale, retail or mixed retail-wholesale trade, cultural facilities, parks, community facilities, public and private institutions, tourist related use, and many industrial operations.

Residential uses of varying forms and densities, as well as supporting uses and facilities, are permitted in most sub-area of the Central Area.

Throughout the Central Area are many Industrial operations currently existing on smaller isolated sites. While not specifically designated, with the exception of Quaker Oats, this does not diminish the desirability and contribution that such industrial uses make to the vitality of the Central Area. The City will continue to work with all industrial uses in the Central Area to encourage their ongoing viability.

In addition to the goals and objectives of Section 2.3.2 for the Central Area in particular, Council will expand and update the Regional

Centre/CBD Area Master Plan of Section 4.8.2 as an amendment to the Official Plan to include all of the Central Area and this will be a priority activity of the City.

4.3.2.2 **Central Area Sub-Areas**

4.3.2.2.1 The Central Area is composed of a number of different sub-areas each of which require a special policy approach. The sub-areas are outlined on Schedule "J" and the policies for each sub-area are found in Sections 4.3.2.2.2 to 4.3.2.2.9 inclusive.

These policies provide general direction regarding development in the sub-areas. However, provided development conforms to the general policies of the Central Area it may be permitted without an Official Plan Amendment.

4.3.2.2.2 Sub-Area 1: Commercial Core Area

The focus of the Commercial Core Area is the major concentration of retail, office, entertainment and service commercial uses along the major streets in the area. New development and redevelopment should reinforce the character of the Commercial Core as a pedestrian shopping area in a "main street" setting and should generally be based on conformity with the following criteria:

Uses, particularly retail commercial uses, which generate pedestrian traffic, should be located at grade level, with any office and residential uses in upper storeys in order to maintain the continuous shopping function.

Existing buildings and/or facades should be preserved, whenever practical.

New buildings, particularly those on "main streets" should be designed to ensure the continuity of the existing facades and building heights in the immediate vicinity.

Pedestrian linkages throughout the core, particularly to parking areas and open space areas should be improved; and,

The design of sites which abut Jackson Creek should recognize and enhance the relationship of the site to the creek.

The City will continue to work with the Business Improvement Area and individual landowners to encourage the maintenance and

Cash flow work sheet 144 Brock Street Peterborough

Motion Record Page No 93

Regarding the sale of 144 Brock Street, the building is being sold by Albert Gelman Inc. as a court appointed liquidator. We are disclosing what we know and what we don't know to the best of our best knowledge and belief at time of listing. We have done our best to verify information but the burden of proof and verification must fall on the buyer. It is agreed and understood that any information provided by the seller or by the sellers agent is in no way guaranteed or warranted.

Unit information

RENT ANN. DATE

extra

Main floor 3br. \$1350 Feb1/23 \$50 parking

Upper floor 3br. \$1226 Feb1/23 Tenant pays hydro

Total Residential Income \$2626 per month

Total annum \$31,512

Projected Income main floor 2400 Sq ft at \$21.00 gross (inc. TMI and water) \$50,400

Square footage for the main floor measured 2,000-2600 square feet. Buyer to verify .

Additional Income from parking (To be verified)

Tonic Hair	3 spaces	\$320 month	
Fox Law Pro		\$400 month	
D Moring		\$80 month	
Liane Ed Parker		\$80 month	
Black Horse Pub		\$160 month	
Total		1040 month	12, 480 year

Total gross potential income \$94,392.

Building expenses

It appears that the main floor is heated by a gas fired boiler and the upper floors by electric base board

Property tax \$11,715. 2022

Water/Sewer To be assigned to the main floor commercial tenant

Electricity \$2500 est.

Gas To be assigned to the main floor commercial tenant

Snow \$1,000 est. 5 months @\$200 per month.

Garbage City

Insurance 3200 est

Total \$18,415

Gross Potential Income \$94,392
Expenses \$18,415

Net Operating Income \$ 75,977

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

1. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of this Agreement of Purchase and Sale not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.
2. The Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or (except as expressly stated herein) condition, express or implied, statutory or otherwise of any nature and kind whatsoever, including without limitation as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, Subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever. The Buyer acknowledges having reviewed the state of title to the property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise.
3. This Agreement is conditional upon the Seller obtaining an Order of the Court approving the said Agreement, as well as conditional upon the Seller obtaining an Order of the Court vesting the Property in the Buyer and, on Closing directing all registered charges to be deleted from title (collectively, the "**Sale Approval and Vesting Order**") and that the Sale Approval and Vesting Order shall not be subject to any appeal period, any appeal or any other judicial process staying its effect. The Buyer shall accept title to the Property subject to all other encumbrances and registrations. On Closing, title will be transferred by the Sale Approval and Vesting Order and not by Transfer/Deed of Land. Buyer acknowledges and agrees that it shall satisfy itself regarding title or any other matter in relation to the Property during the Buyer's Conditional Period (the "Buyer's Conditional Period").
4. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property.

5. The Buyer acknowledges that the Seller is selling the Property pursuant to the order Appointing the Seller as Liquidator of the estate of the owner of the Property, and that the sale shall be pursuant to the Approval and Vesting Order..
6. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
7. The Deposit shall be held in trust by the Deposit Holder and shall be:
 - a) credited to the Buyer as an adjustment against the Purchase Price on the Closing Date if the transaction is completed;
 - b) refunded to the Buyer without interest or deduction if the transaction is not completed, provided that the Buyer is not in default under this Agreement; or,
 - c) retained by the Seller as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Seller may have under this Agreement and at law, including offering the Property for sale to another person, if the transaction is not completed as a result of the Seller's breach hereunder.
8. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and chattels, and that the Buyer is solely acquiring the right, title and interest of the Seller, if any, in and to the said chattels. The Buyer further acknowledges that the chattels and fixtures presently on the Property may be subject to security interests.
9. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the chattels (list to be provided) on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
10. The Buyer agrees with the Seller that the Buyer takes title to the Property subject to any tenancies in existence. If the Buyer wishes to obtain possession of the Property, the Buyer shall obtain possession of the Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgments or agreements with respect to the Property from third parties, the property manager and any tenants.
11. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the

responsibility of the Buyer.

12. The Buyer shall be responsible for payment of all outstanding realty taxes owing on the Property from the Closing Date, and payment of all taxes exigible on sale and transfer of the Property and any Chattels and fixtures, including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax.
13. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.
14. **CLOSING DATE:** The closing date shall occur on the later of (i) the fifth business day after the 30 day period in which the Sale Approval and Vesting Order may be appealed or the dismissal of any appeal from that order (ii) on such later date as the Seller may designate, in its sole discretion.
15. **PROVIDED THAT** in the event that the Court Approval and Vesting Order are for any reason (not including the default of the Buyer) not obtained by the 90th day following the date of this Agreement, this Agreement shall be null and void and the deposit shall be returned to the Buyer.

CLOSING DOCUMENTS

Deliveries by Seller

16. The Seller will deliver on closing to the Buyer a certificate signed by the Seller confirming that the Seller is not a non-resident of Canada for the purpose of section 116 of the Income Tax Act, together with the Sale Approval and Vesting Order for registration by the Buyer, with all Land Transfer Taxes to be paid by the Buyer.

Deliveries by Buyer

17. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:
 - a. payment of the Purchase Price pursuant to this Agreement;
 - b. a certified copy of the articles of incorporation of the Buyer;
 - c. evidence satisfactory to the Seller that the Buyer is registered for HST under the Excise tax Act, including the Buyer's HST number and an undertaking to self-assess for HST; and

such further and other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

CONFIDENTIALITY

18. The Buyer shall not publicly announce the existence of the Agreement of Purchase and Sale or disclose any of its contents except:
- a. in accordance with a written public statement or other form of disclosure satisfactory to both parties; or
 - b. as required in connection with the application for Court approval.

GENERAL

19. Any notice to be given or document to be delivered to the Seller pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Seller as follows:

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, ON M5H 302
Attention: Bryan Gelman
Fax: 416-504-1655
Email: bgelman@albertgelman.com

With a Copy to:

Goldman Sloan Nash & Haber LLP
Attention: Brendan Bissel and Joel Turgeon
Fax: 416-597-3370
Email: bissell@gsnh.com and turgeon@gsnh.com

20. Any notice to be given or document to be delivered to the Buyer pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name:
Address:
Attention:
Fax:
Email:

With a Copy to:
Name:

Address:
Attention:
Fax:
Email:

21. Any written notice or delivery of documents given in either manner prior to 5:00 p.m. (Toronto time) on a Business Day shall be deemed to have been given and received on the day of delivery or facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.
22. This Agreement shall be interpreted with all changes of gender and number required by the context.
23. This Agreement or any amendments to this Agreement may be delivered by either party by facsimile transmission, email or any similar system reproducing the original with the necessary signatures. Such delivery shall be deemed to be made when the facsimile transmission or email is received by the applicable party. The signatory shall promptly thereafter deliver the original to the recipient if requested to do so.
24. On the closing date, the Buyer shall deliver the balance of the purchase price due on closing by wire transfer in good funds using the LVTS system to the Seller or as Seller shall direct, together with other closing documents as provided above, all not later than 1:00 p.m. on the date set for closing (unless the Seller otherwise agrees in its sole discretion). The parties agree that the transaction shall proceed in accordance with the terms of a Document Registration Agreement to be prepared by the Seller's solicitors in the Seller's solicitors' standard form which shall set out the arrangements more particularly described in section 11 of the Agreement of Purchase and Sale.
25. In the event that the closing date falls on a date on which the court office or the land registry office is not open or available to accept registrations, then in such event the closing shall take place on the next day on which the court office and the land registry office are open.
26. Property taxes only shall be adjusted as of the closing date. The Buyer acknowledges and agrees that the Seller shall not deliver any undertaking to re-adjust on closing.
27. Sections 10, 16, and 23 of the Agreement of Purchase and Sale are hereby deleted.
28. Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the closing date, the Seller is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this

Agreement, a certificate of pending litigation is registered against the Property, a court order is made prohibiting the completion of the sale, or if the Buyer submits a valid title requisition which the Seller is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained or otherwise enjoined at any time by a Court of competent jurisdiction, the Seller may, in its sole and unfettered discretion, elect by written notice to the Buyer to terminate this Agreement, whereupon the deposit and any interest earned thereon shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder against the other.

29. The Seller, by acceptance of the Offer, is entering into the Agreement solely in its capacity as the Court Appointed Liquidator and not in its personal or any other capacity. Any claim against the Seller shall be limited to, and only enforceable against the property and assets then held by or available to the Seller in its capacity as Liquidator and shall not apply to its personal property and assets held by it in any other capacity. The Seller shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise in relation to this Agreement.
30. The Buyer may not assign any or all rights or benefits under this Agreement to any person without the Seller's written consent which consent shall be in the Seller's sole discretion. Notwithstanding the foregoing, the Buyer may assign this agreement to a related corporation within the meaning of the *Business Corporations Act*, provided that such assignment is made five (5) days before the grant of the Sale Approval and Vesting Order and provided that the Buyer shall remain liable for the performance of this agreement after such assignment. If the Buyer wishes to assign this agreement after the grant of the Sale Approval and Vesting Order and the Seller consents in its sole discretion, the Buyer shall pay all of the costs incurred by the Seller on a solicitor and its own client scale in connection with all proceedings to amend the Approval and Vesting Order or otherwise provide for vesting in the proposed assignee.
31. This Agreement and the schedules attached hereto constitute the entire agreement between the Seller and the Buyer in respect of the Property and the chattels being purchased. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement. Each of the parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, shall survive the closing of the transactions contemplated by this Agreement.
32. Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

33. This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.
34. The parties hereby attorn to the jurisdiction of the Ontario Superior Court of Justice (Commercial List) for any disputes in relation to or arising out of this Agreement.

[end of page]

Schedule _____

This schedule must be included with all transactions in which RE/MAX Hallmark First Group Realty Ltd., Brokerage, will be the deposit holder.

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,....., and

SELLER,.....

for the property known as

..... dated the day of, 20.....

Trust Deposit Interest Agreement and Direction

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), RE/MAX Hallmark First Group Realty Ltd., Brokerage (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale. The deposit will be held by RE/MAX Hallmark First Realty Ltd. in its real estate trust bank account which earns a variable interest rate of TD Canada Trust's Prime rate minus 1.85% per annum (for example, as of March 3, 2022, Prime was 2.70% which resulted in interest paid at a rate of 0.85%).

The beneficial owner of the trust money must provide their Social Insurance Number not later than Thirty (30) days following the completion of the transaction if they would like to receive interest. Corporations do not need to provide a Social Insurance Number. The Buyer is the beneficial owner of trust money and related interest earned until the transaction closes. There is a One Hundred Dollars (\$100.00) administrative fee for each transaction with a deposit. Should the amount of interest calculated be more than \$100.00 the deposit holder will waive the administrative fee and pay the interest it receives on the deposit to the beneficial owner of the trust deposit. If the calculated interest is less than \$100.00 no interest will be paid and no additional administrative fees will be owing. This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule.

All interest generated by trust deposits that qualify for interest payments in accordance with the prior paragraph will be payable to the beneficial owner of the trust deposit upon completion of this transaction (referred to above). If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$100.00 or the value of the interest cheque.

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

Electronic Commerce - E-Signatures

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.



INITIALS OF BUYER(S)



INITIALS OF SELLER(S)



INITIAL INVESTMENT	
Purchase Price	\$699,000
+ Acquisition Costs	\$13,980
- Mortgage(s)	\$0
+ Loan Fees Points	\$0
Initial Investment	\$712,980

MORTGAGE DATA		1ST LIEN
Loan Amount		\$0
Interest Rate (30/360)		0.000%
Amortization Period		0 Years
Loan Term		Years
Loan Fees Points		1.00%
Periodic Payment		\$0.00
Annual Debt Service		\$0

CASH FLOW

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Oct-2023	Oct-2024	Oct-2025	Oct-2026	Oct-2027	Oct-2028	Oct-2029	Oct-2030	Oct-2031	Oct-2032
For the Year Ending										
POTENTIAL RENTAL INCOME (PRI)	\$94,392	\$97,224	\$100,140	\$103,145	\$106,239	\$109,426	\$112,709	\$116,090	\$119,573	\$123,160
- Vacancy / Credit Loss	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE RENTAL INCOME	\$94,392	\$97,224	\$100,140	\$103,145	\$106,239	\$109,426	\$112,709	\$116,090	\$119,573	\$123,160
+ Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GROSS OPERATING INCOME (GOI)	\$94,392	\$97,224	\$100,140	\$103,145	\$106,239	\$109,426	\$112,709	\$116,090	\$119,573	\$123,160
- Operating Expenses	\$18,415	\$18,967	\$19,536	\$20,123	\$20,726	\$21,348	\$21,988	\$22,648	\$23,328	\$24,027
NET OPERATING INCOME (NOI)	\$75,977	\$78,257	\$80,604	\$83,022	\$85,513	\$88,078	\$90,721	\$93,442	\$96,245	\$99,133
Net Operating Income (NOI)	\$75,977	\$78,257	\$80,604	\$83,022	\$85,513	\$88,078	\$90,721	\$93,442	\$96,245	\$99,133
- Capital Expenses / Replacement Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Annual Debt Service 1st Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CASH FLOW BEFORE TAXES	\$75,977	\$78,257	\$80,604	\$83,022	\$85,513	\$88,078	\$90,721	\$93,442	\$96,245	\$99,133
Sales Proceeds	1	2	3	4	5	6	7	8	9	10
Sale Price Per Square Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sales Price	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Sales Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Mortgage Balance 1st Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Proceeds Before Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Acquisition CAP Rate	10.87%
Cost of Sale upon Disposition	5.00%
Purchase Price per Square Foot	\$64.14

Combined LTV at Acquisition	0.00%
Combined DSCR at Acquisition	0.00

Summary of Investment Measures

For the Year Ending	Year 1 Oct-2023	Year 2 Oct-2024	Year 3 Oct-2025	Year 4 Oct-2026	Year 5 Oct-2027	Year 6 Oct-2028	Year 7 Oct-2029	Year 8 Oct-2030	Year 9 Oct-2031	Year 10 Oct-2032
Loan-to-Value (LTV) - 1st Lien	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Combined Lien Loan-to-Value (LTV)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
DSCR - 1st Lien	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Combined DSCR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Return on Equity	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Before Tax Cash on Cash	10.66%	10.98%	11.31%	11.64%	11.99%	12.35%	12.72%	13.11%	13.50%	13.90%
Year Property Sold	1	2	3	4	5	6	7	8	9	10
Before Tax Unleveraged Property Yield (IRR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.55%	3.64%
Effective Annual Cost of Borrowed Funds	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Before Tax Impact of Leverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Equity Multiple	0.11	0.22	0.33	0.45	0.57	0.69	0.82	0.95	1.08	1.22
Before Tax EQUITY Yield (IRR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.55%	3.64%



ASSUMPTION / INPUTS

Purchase Price	\$699,000
Year 1 Potential Income	\$94,392
Vacancy & Credit Loss	0.00%
Year 1 Expenses	\$18,415
Acquisition CAP Rate	10.87%
Sale Price - CAP Rate	569,900.00%

Acquisition Costs (% of Purchase Price)	2.00%
Annual Income Increase	3.00%
Other Income Increase	0.00%
Annual Expense Increase	3.00%
Loan Fees Points	1.00%
Cost of Sale upon Disposition	5.00%

10-YEAR EQUITY YIELD & EFFECTIVE LOAN RATE

Unleveraged Investment		Financing Cash Flow		Equity Investment	
Cash Flow & 10-year Yield		& Effective Rate		Cash Flow & 10-year Yield	
N	\$	N	\$	N	\$
0	(\$712,980)	0	\$0	0	(\$712,980)
1	\$75,977	1	\$0	1	\$75,977
2	\$78,257	2	\$0	2	\$78,257
3	\$80,604	3	\$0	3	\$80,604
4	\$83,022	4	\$0	4	\$83,022
5	\$85,513	5	\$0	5	\$85,513
6	\$88,078	6	\$0	6	\$88,078
7	\$90,721	7	\$0	7	\$90,721
8	\$93,442	8	\$0	8	\$93,442
9	\$96,245	9	\$0	9	\$96,245
10	\$99,133	10	\$0	10	\$99,133

Property IRR/Yield = 3.64%

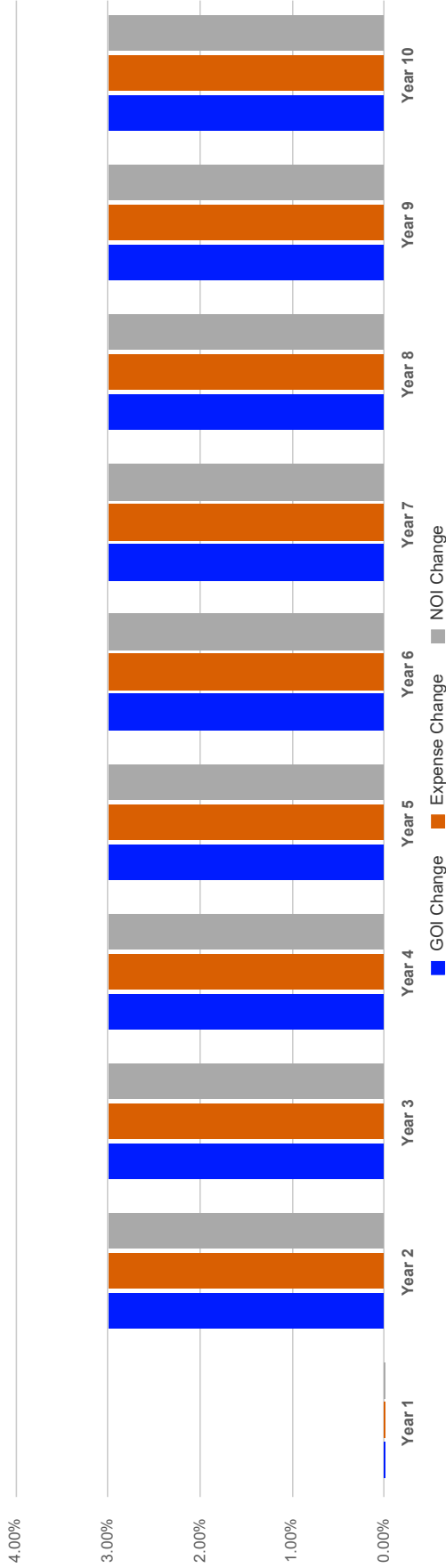
Effective Loan Rate = N/A

Equity IRR / Yield = 3.64%

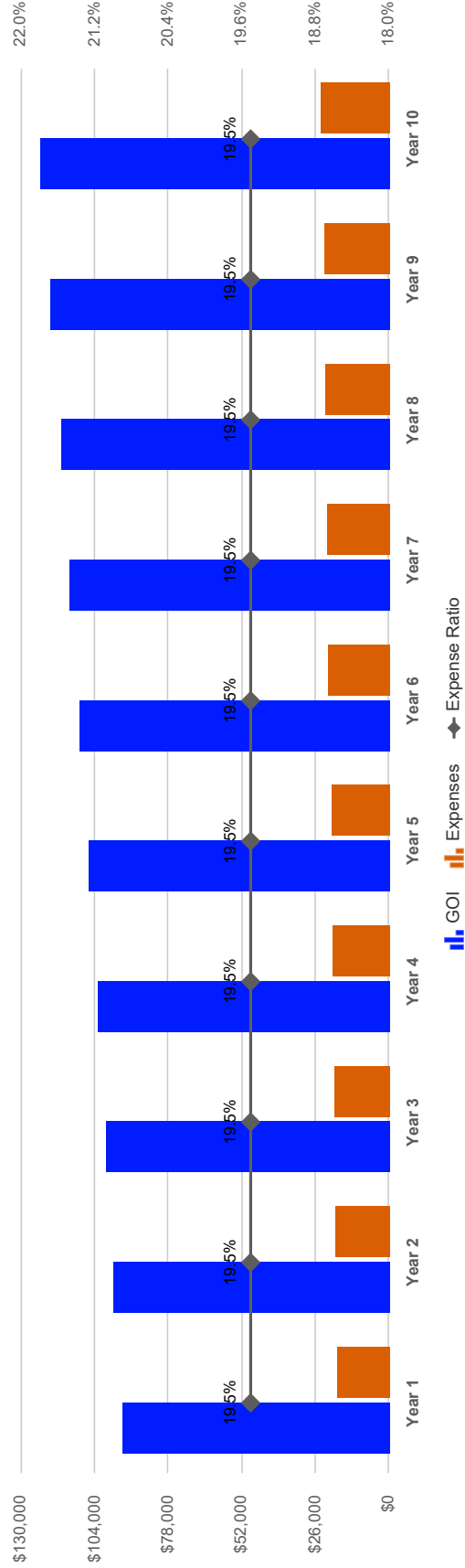
Neutral Leverage - The Equity Yield Remained the SAME with Leverage



Annual GOI, Expense and NOI Percent Change

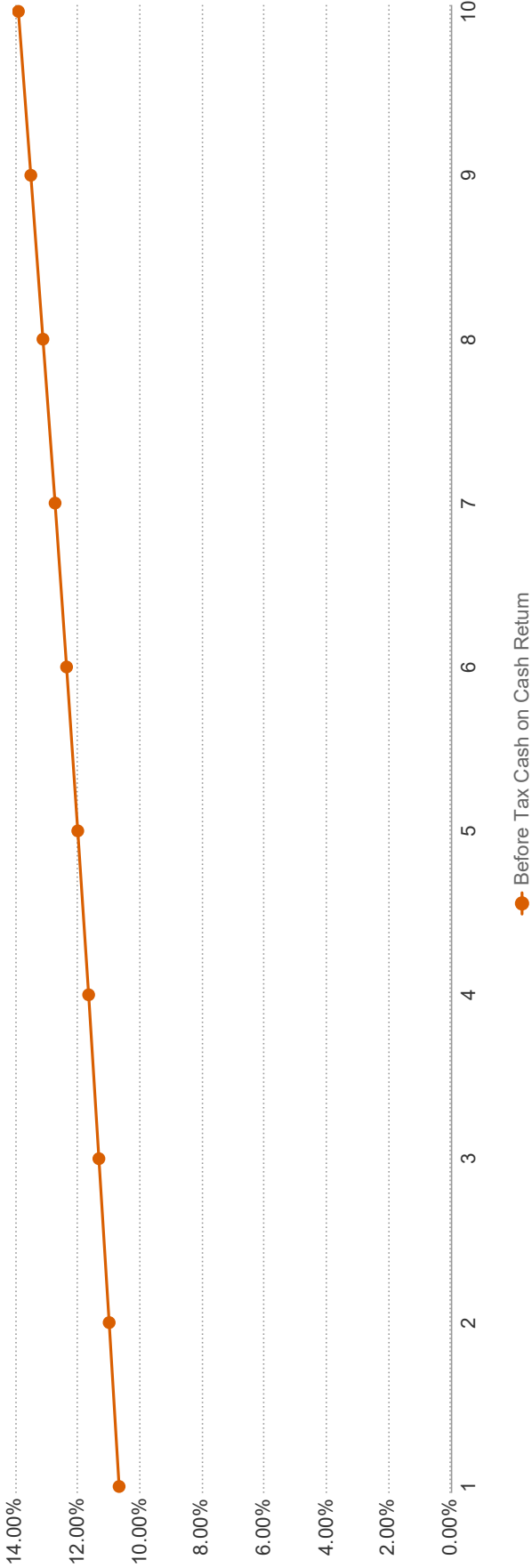


Expense Ratio % of GOI





Annual Cash-on-Cash Dividend Return

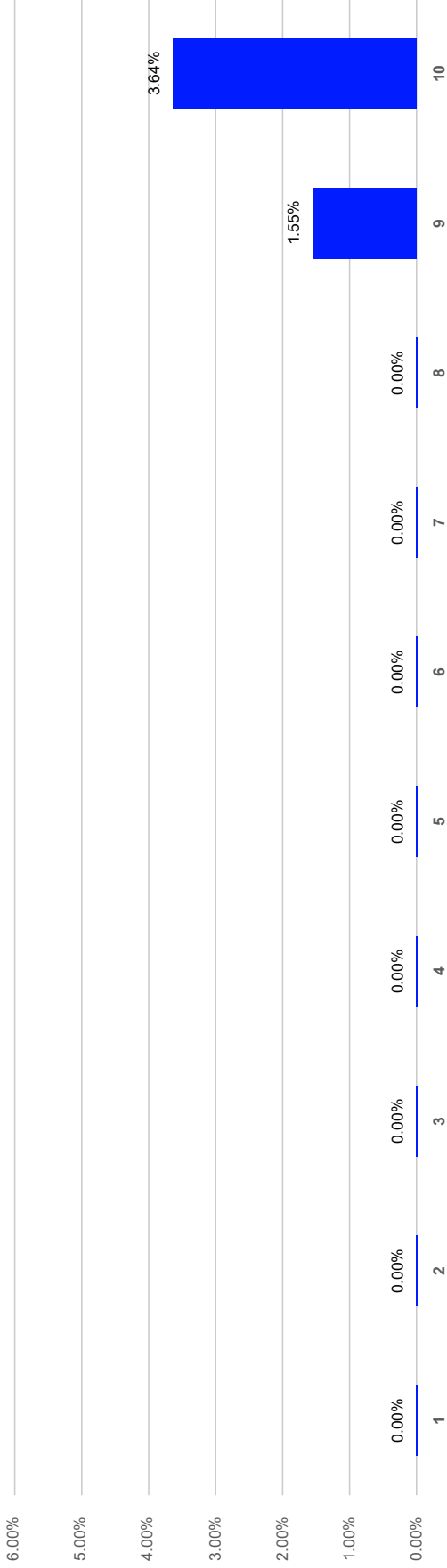


Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Before Tax Cash on Cash Return	10.66%	10.98%	11.31%	11.64%	11.99%	12.35%	12.72%	13.11%	13.50%	13.90%



Before Tax Optimal Holding Period	10 Years
Before Tax Optimal Hold Annual Yield	3.64%

Optimal Holding Period by Annual Equity Yield (IRR)



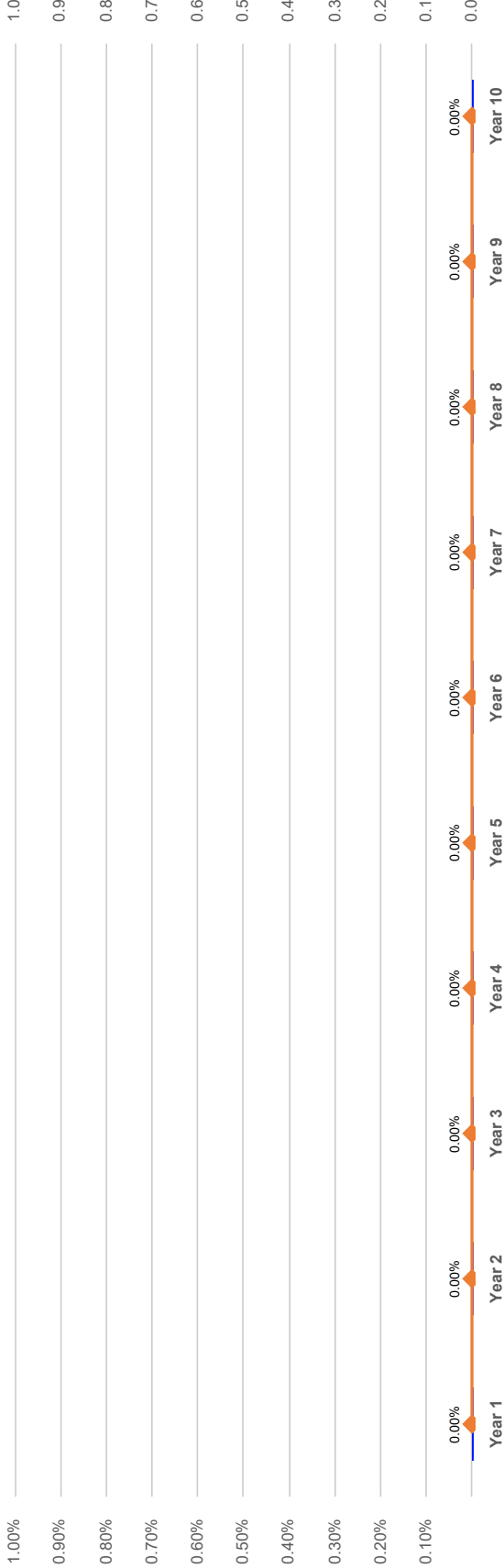
Holding Period/Year of Sale

■ Before Tax EQUITY Yield (IRR)

Year of Sale	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Before Tax EQUITY Yield (IRR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.55%	3.64%



1st Lien Loan-to-Value (LTV) & Debt Service Coverage Ratio (DSCR)



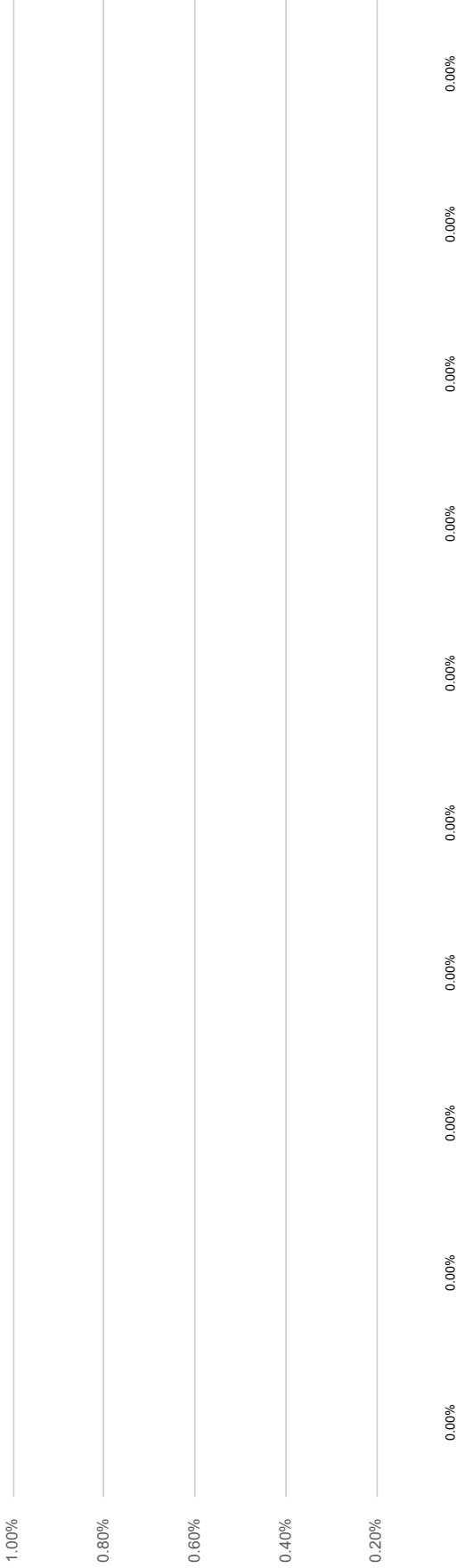
Loan-to-Value (LTV) Debt Service Coverage ratio (DSCR)

For the Year Ending	Year 1 Oct-2023	Year 2 Oct-2024	Year 3 Oct-2025	Year 4 Oct-2026	Year 5 Oct-2027	Year 6 Oct-2028	Year 7 Oct-2029	Year 8 Oct-2030	Year 9 Oct-2031	Year 10 Oct-2032
Loan-to-Value (LTV) - 1st Lien	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DSCR - 1st Lien	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

144 Brock St. Peterborough
 144 Brock Street, Peterborough, Ontario, K9H 2P3
 Fiscal Year Beginning November 2022



Debt Yield Ratio (DYR)



■ 1st Lien Debt Yield

For the Year Ending	Year 1 Oct-2023	Year 2 Oct-2024	Year 3 Oct-2025	Year 4 Oct-2026	Year 5 Oct-2027	Year 6 Oct-2028	Year 7 Oct-2029	Year 8 Oct-2030	Year 9 Oct-2031	Year 10 Oct-2032
Debt Yield Ratio (DYR) - 1st Lien	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

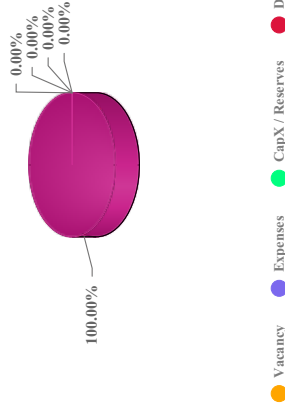


INITIAL INVESTMENT

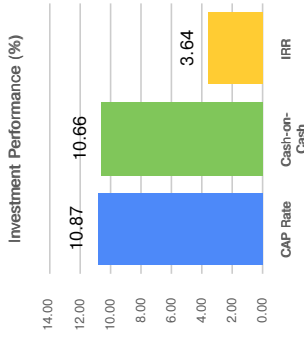
Purchase Price	\$699,000
+ Acquisition Costs	\$13,980
- Mortgage(s)	\$0
+ Loan Fees Points	\$0
Initial Investment	\$712,980

CASH FLOW

Cash Flow \$ 75,977



INVESTMENT PERFORMANCE

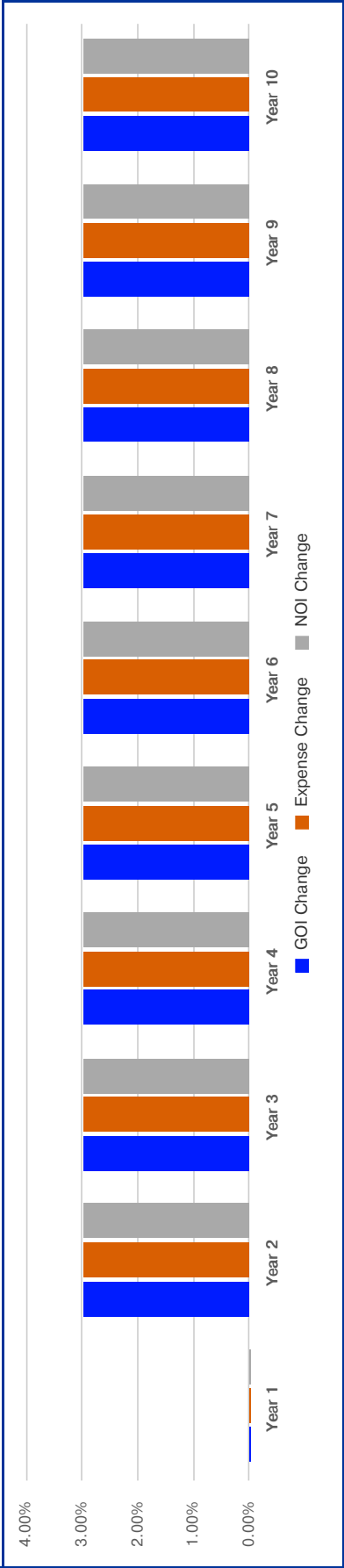


Internal Rate of Return (IRR)	3.64%
Acquisition CAP Rate	10.87%
Year 1 Cash-on-Cash	10.66%
Gross Rent Multiplier	7.41
Price Per Square Foot	\$64.14
Loan to Value	0.00%
Debt Service Coverage Ratio	0.00

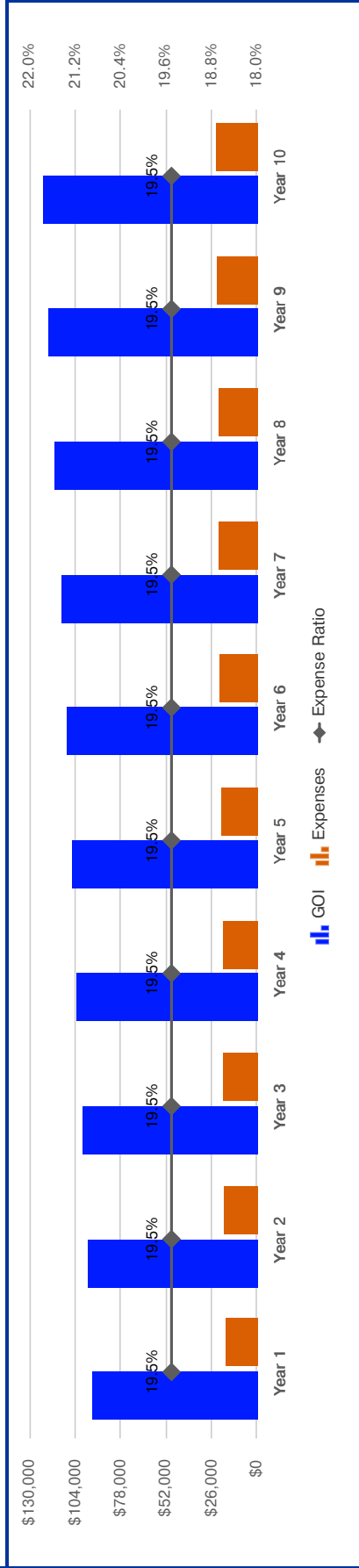
For the Year Ending	Year 10 Sep-2032
POTENTIAL RENTAL INCOME (PRI)	\$123,160
- Vacancy / Credit Loss	\$0
EFFECTIVE RENTAL INCOME	\$123,160
+ Other Income	\$0
GROSS OPERATING INCOME (GOI)	\$123,160
- Operating Expenses	\$24,027
NET OPERATING INCOME (NOI)	\$99,133
Net Operating Income (NOI)	\$99,133
- Capital Expenses / Replacement Reserves	\$0
- Annual Debt Service 1st Lien	\$0
CASH FLOW BEFORE TAXES	\$99,133



ANNUAL GOI, EXPENSE AND NOI PERCENT CHANGE



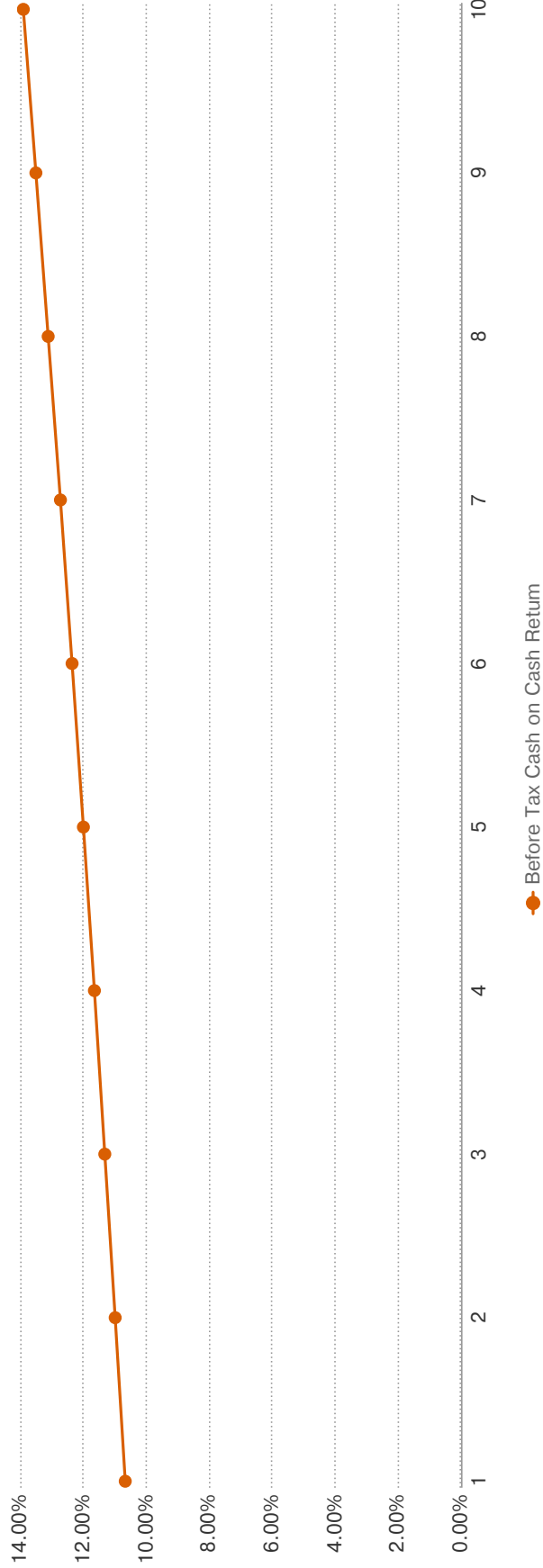
EXPENSE RATIO % OF GOI





ANNUAL CASH-ON-CASH DIVIDEND RETURN

Annual Cash-on-Cash Dividend Return



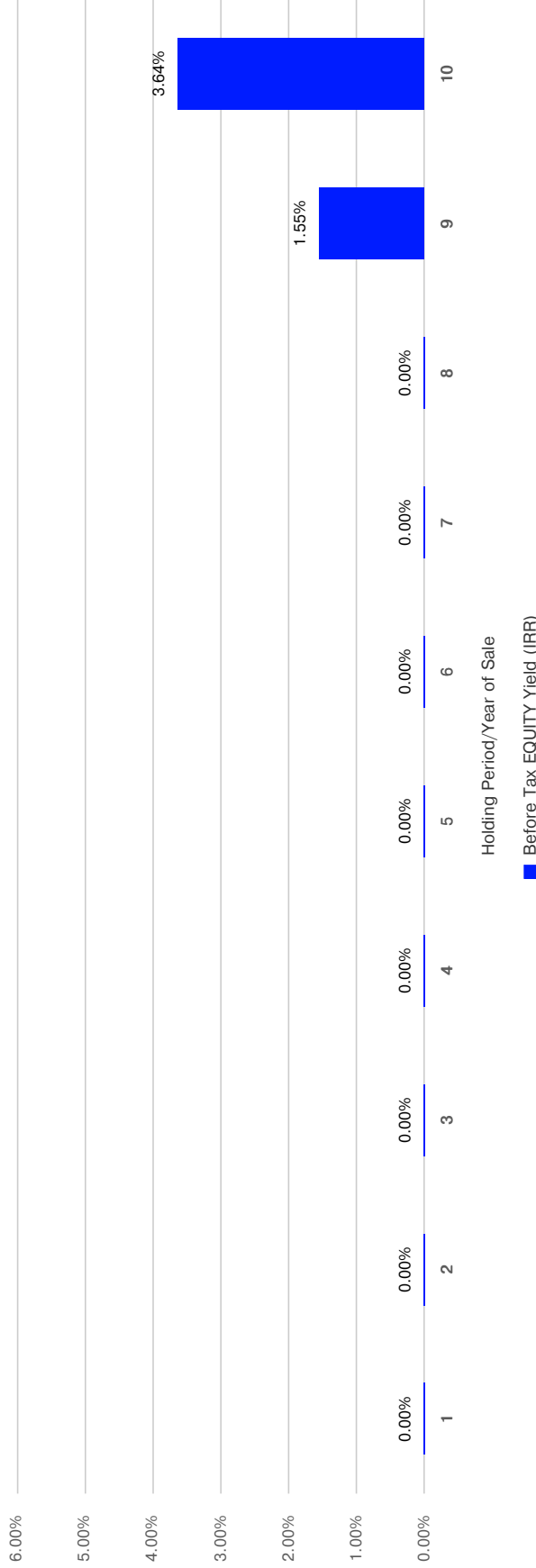
● Before Tax Cash on Cash Return

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Before Tax Cash on Cash Return	10.66%	10.98%	11.31%	11.64%	11.99%	12.35%	12.72%	13.11%	13.50%	13.90%



OPTIMAL HOLDING PERIOD BY ANNUAL EQUITY YIELD (IRR)

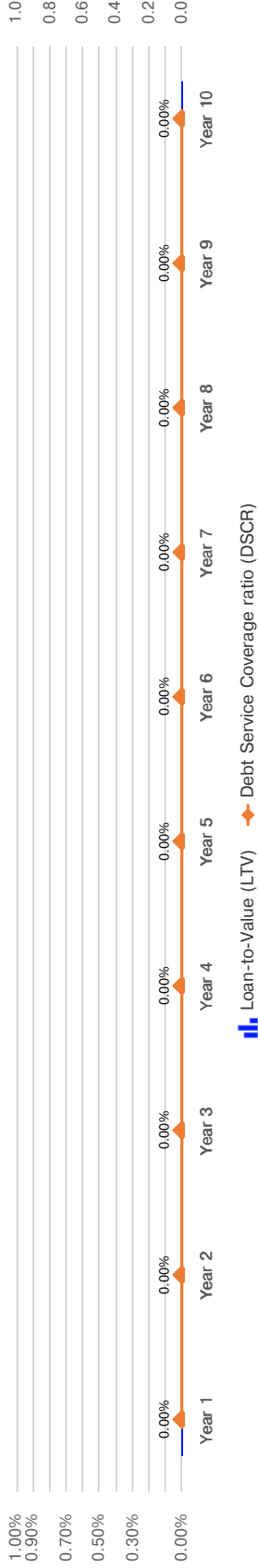
Before Tax Optimal Holding Period	10 Years
Before Tax Optimal Hold Annual Yield	3.64%



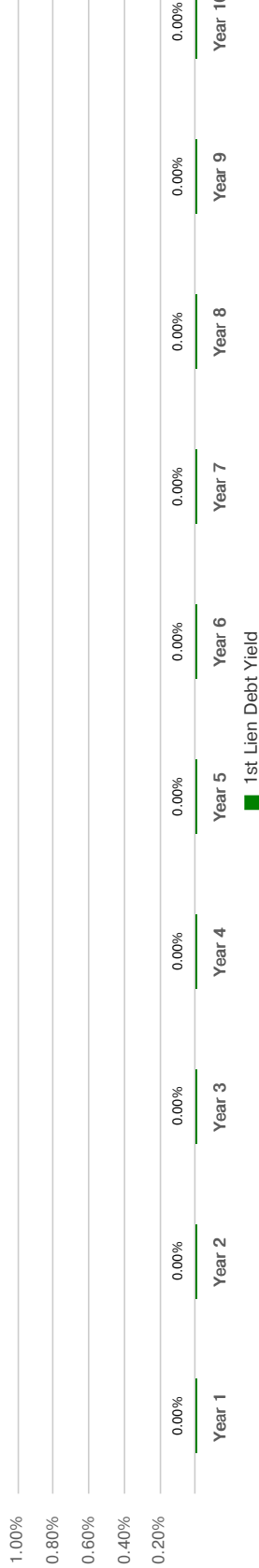


LTV & DEBT SERVICE COVERAGE RATIO (DSCR)

1st Lien Loan-to-Value (LTV) & Debt Service Coverage Ratio (DSCR)



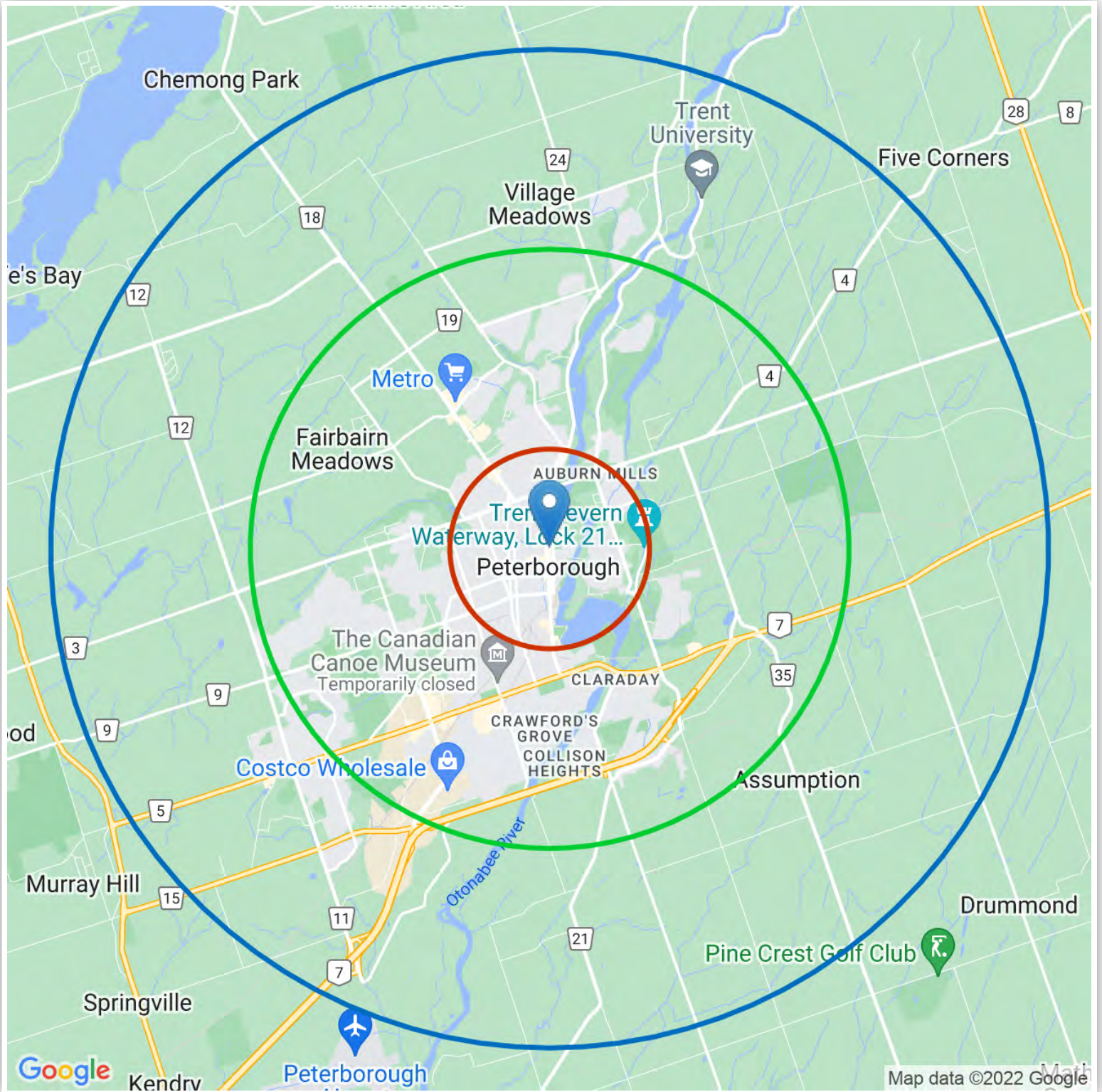
Debt Yield Ratio (DYR)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

LOCATION/STUDY AREA MAP (RINGS: 1, 3, 5 MILE RADIUS)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: KEY FACTS (RING: 1 MILE RADIUS)

KEY FACTS

20,629

Population



Median Age

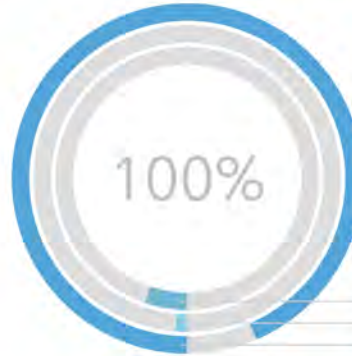


Average Household Size

CA\$47,858

Median Household Income

MOTHER TONGUE



Non-Official 5.2%
French 1.2%
English 93.5%

Age Pyramid

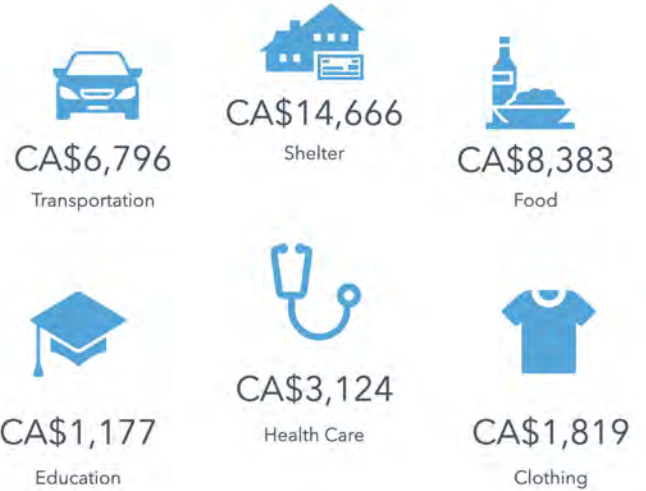


The largest group:
2020 Male Population
25 to 29 Years

The smallest group:
2020 Male Population
80 to 84 Years

Dots show comparison to
Peterborough

ANNUAL HOUSEHOLD SPENDING



This infographic contains data provided by Environics. The vintage of the data is 2020. © 2020 Esri

144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: KEY FACTS (RING: 3 MILE RADIUS)

KEY FACTS

82,409

Population



Median Age

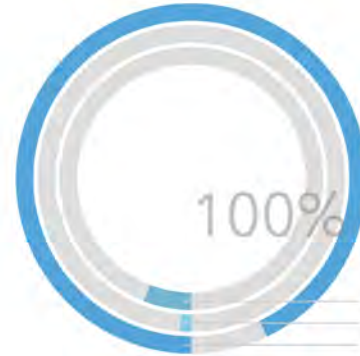


Average Household Size

CA\$66,031

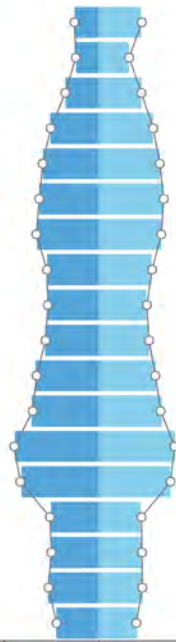
Median Household Income

MOTHER TONGUE



Non-official
French
English

Age Pyramid

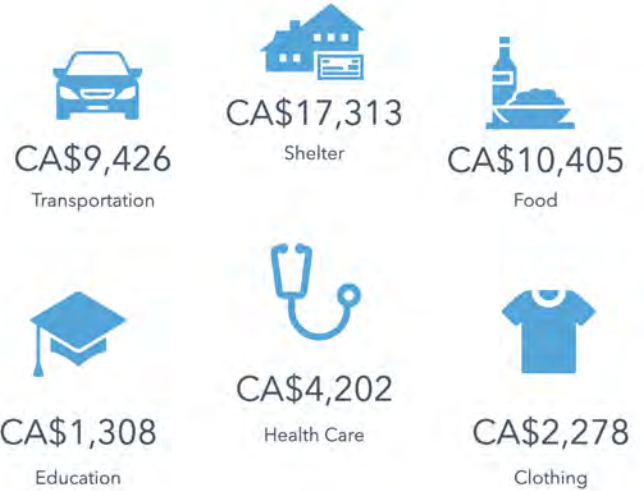


The largest group:
2020 Male Population
25 to 29 Years

The smallest group:
2020 Male Population
80 to 84 Years

Dots show comparison to
Peterborough

ANNUAL HOUSEHOLD SPENDING



This infographic contains data provided by Environics. The vintage of the data is 2020. © 2020 Esri

144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: KEY FACTS (RING: 5 MILE RADIUS)

KEY FACTS

96,275

Population



Median Age

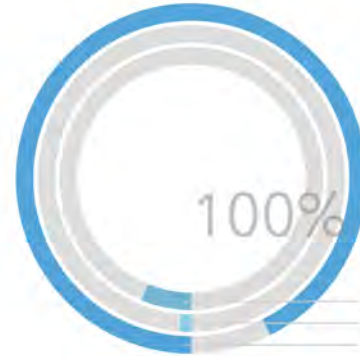


Average Household Size

CA\$69,488

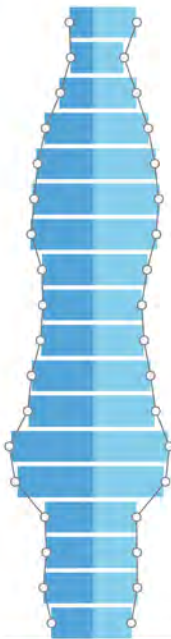
Median Household Income

MOTHER TONGUE



Norwegian 2%
French 3%
English 95%

Age Pyramid

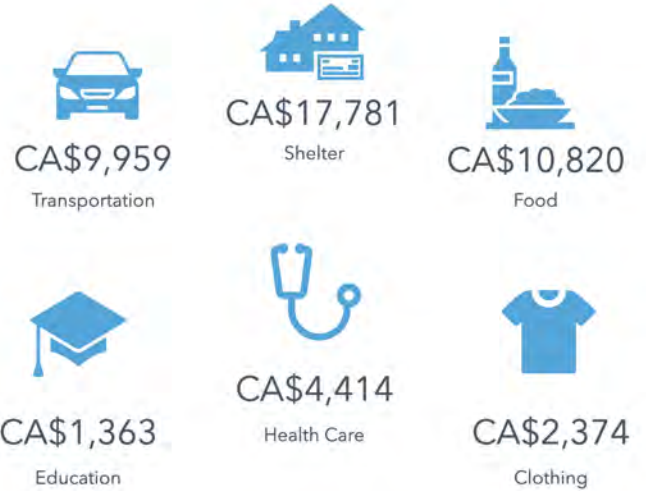


The largest group:
2020 Male Population
25 to 29 Years

The smallest group:
2020 Male Population
80 to 84 Years

Dots show comparison to
Peterborough

ANNUAL HOUSEHOLD SPENDING



CA\$9,959
Transportation

CA\$17,781
Shelter

CA\$10,820
Food

CA\$1,363
Education

CA\$4,414
Health Care

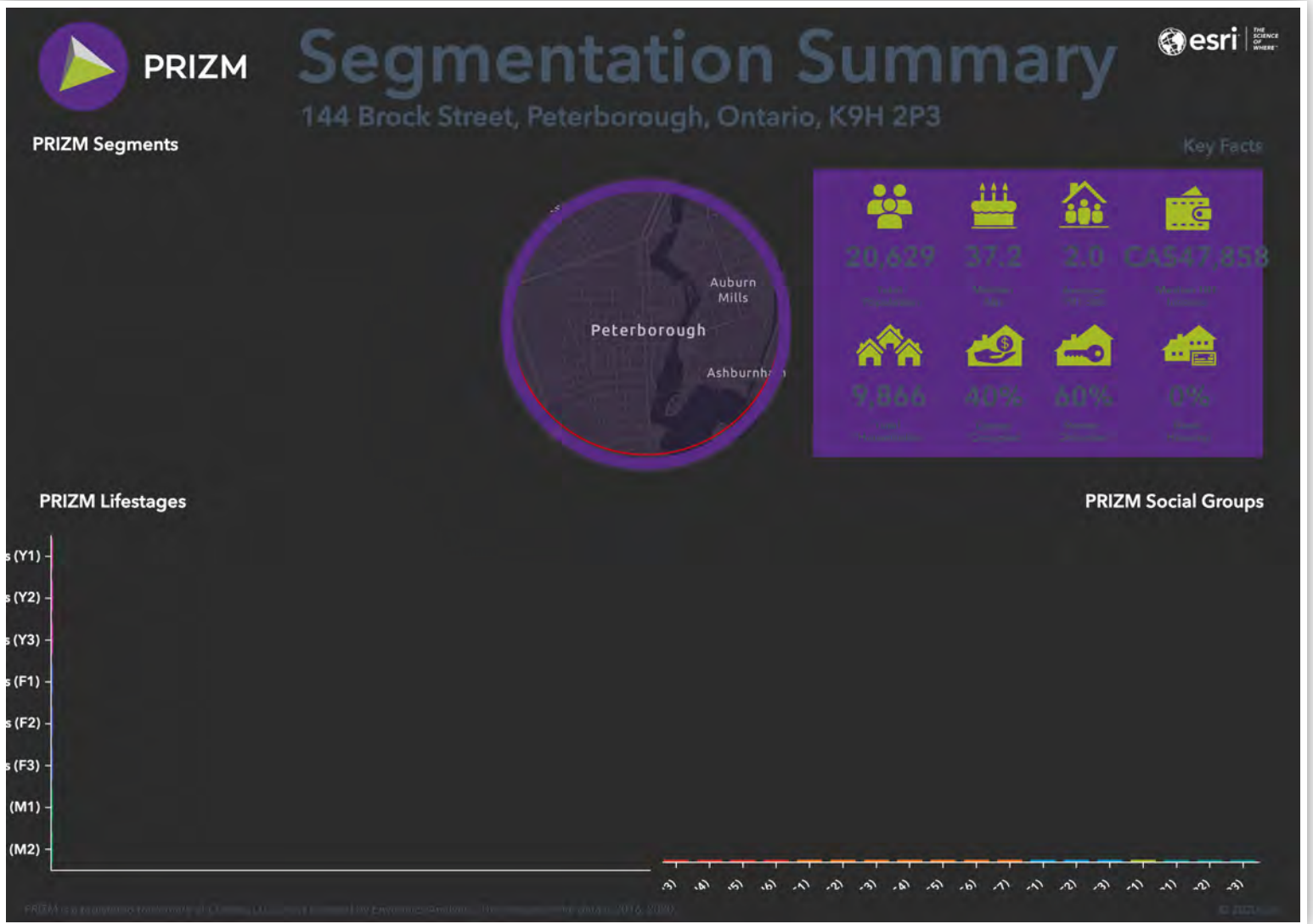
CA\$2,374
Clothing

This infographic contains data provided by Environics. The vintage of the data is 2020. © 2020 Esri

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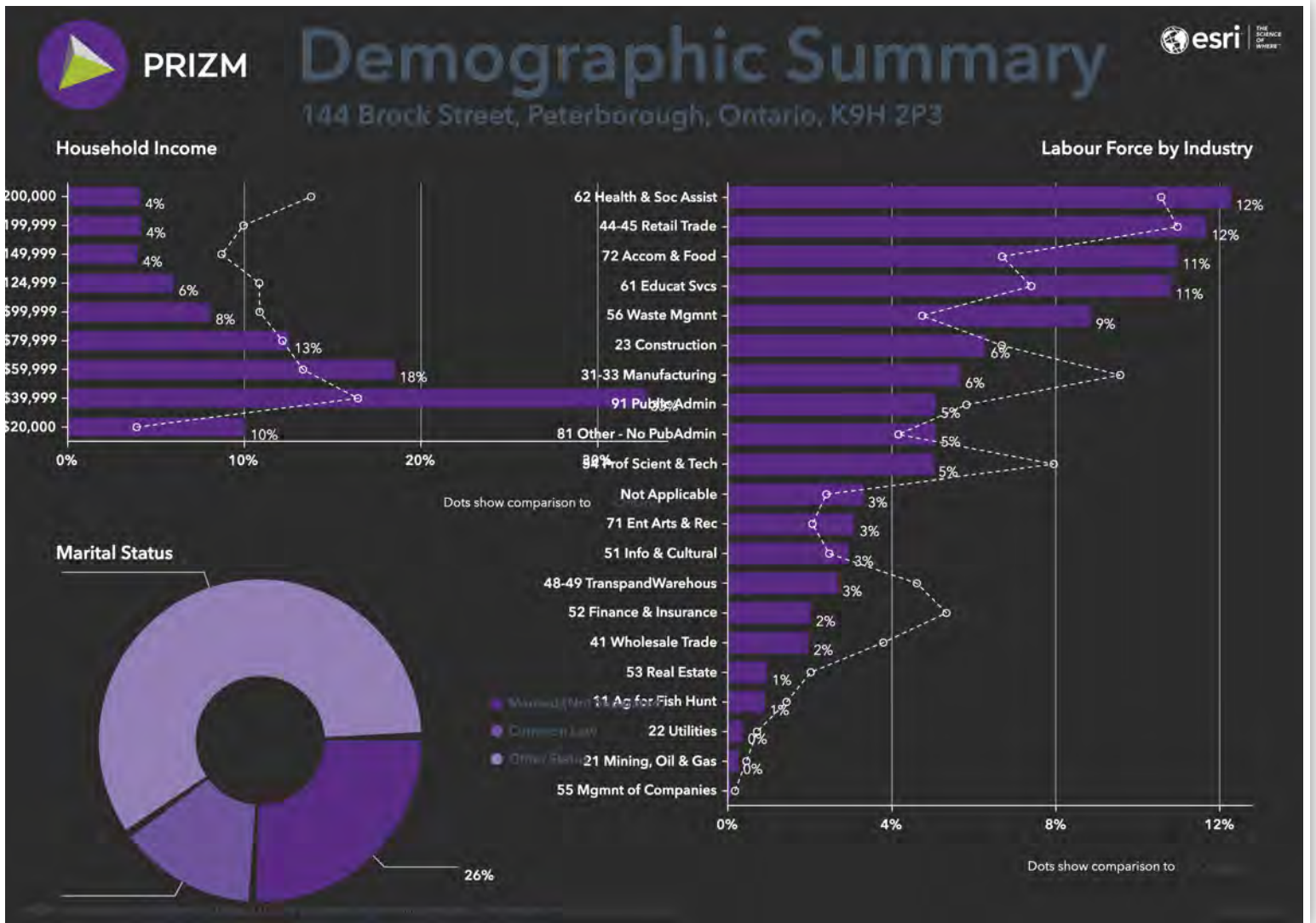
INFOGRAPHIC: PRIZM PROFILE (RING: 1 MILE RADIUS)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

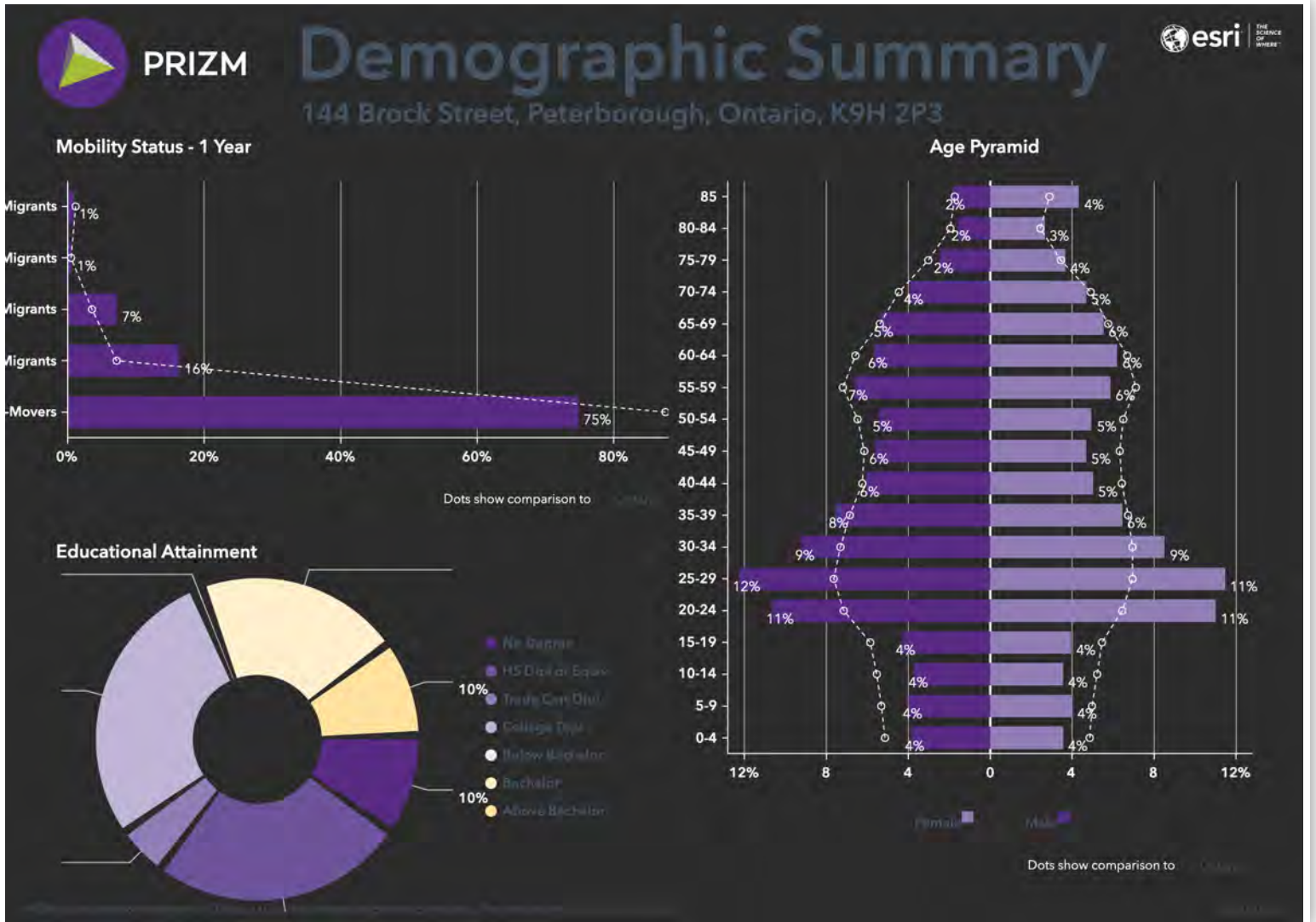
INFOGRAPHIC: PRIZM PROFILE (RING: 1 MILE RADIUS)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: PRIZM PROFILE (RING: 1 MILE RADIUS)



David Watkins

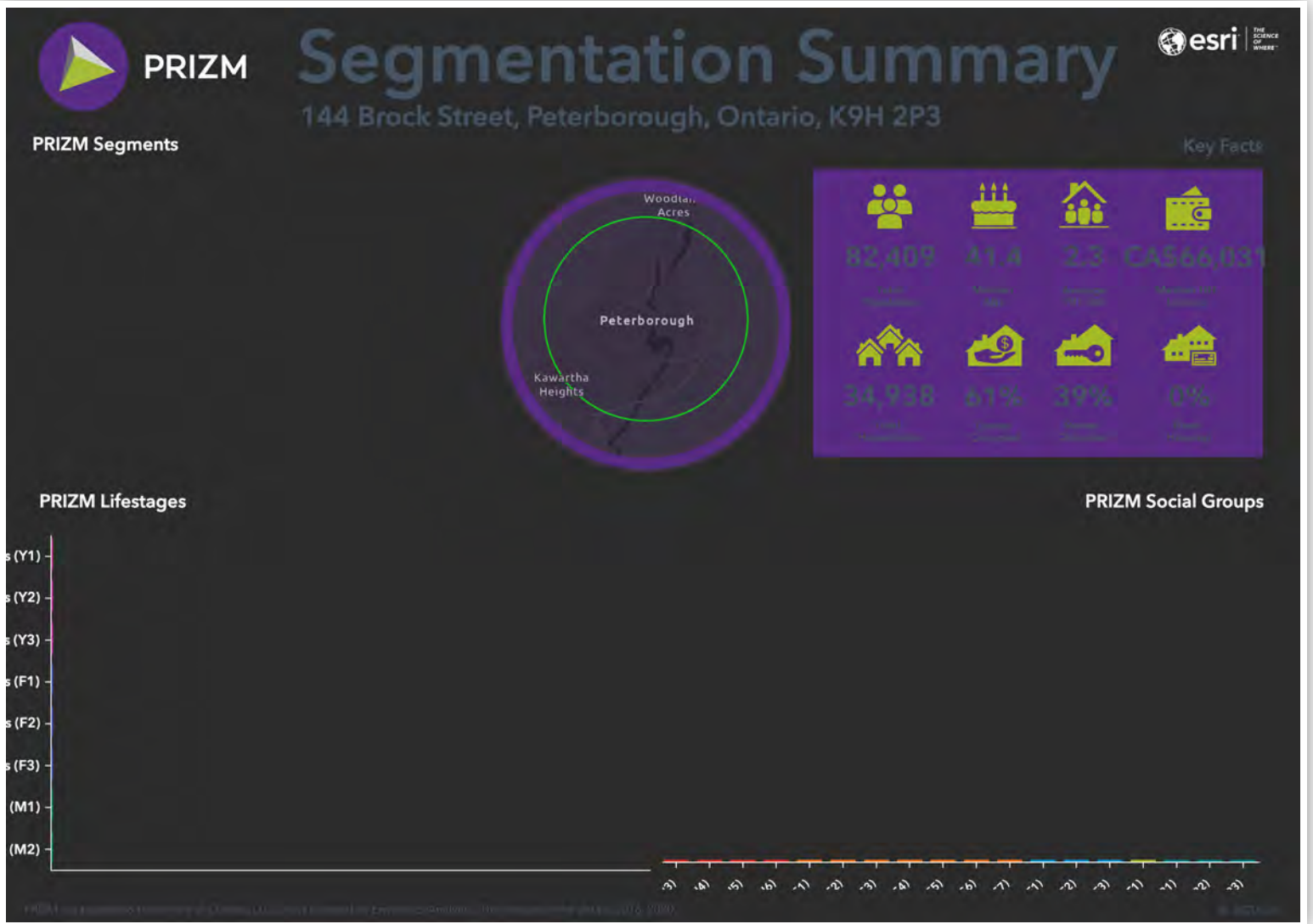
Remax Hallmark First Group
 Phone: (905) 432-6300
 Email: dwatkinsfirst@gmail.com



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: PRIZM PROFILE (RING: 3 MILE RADIUS)



David Watkins

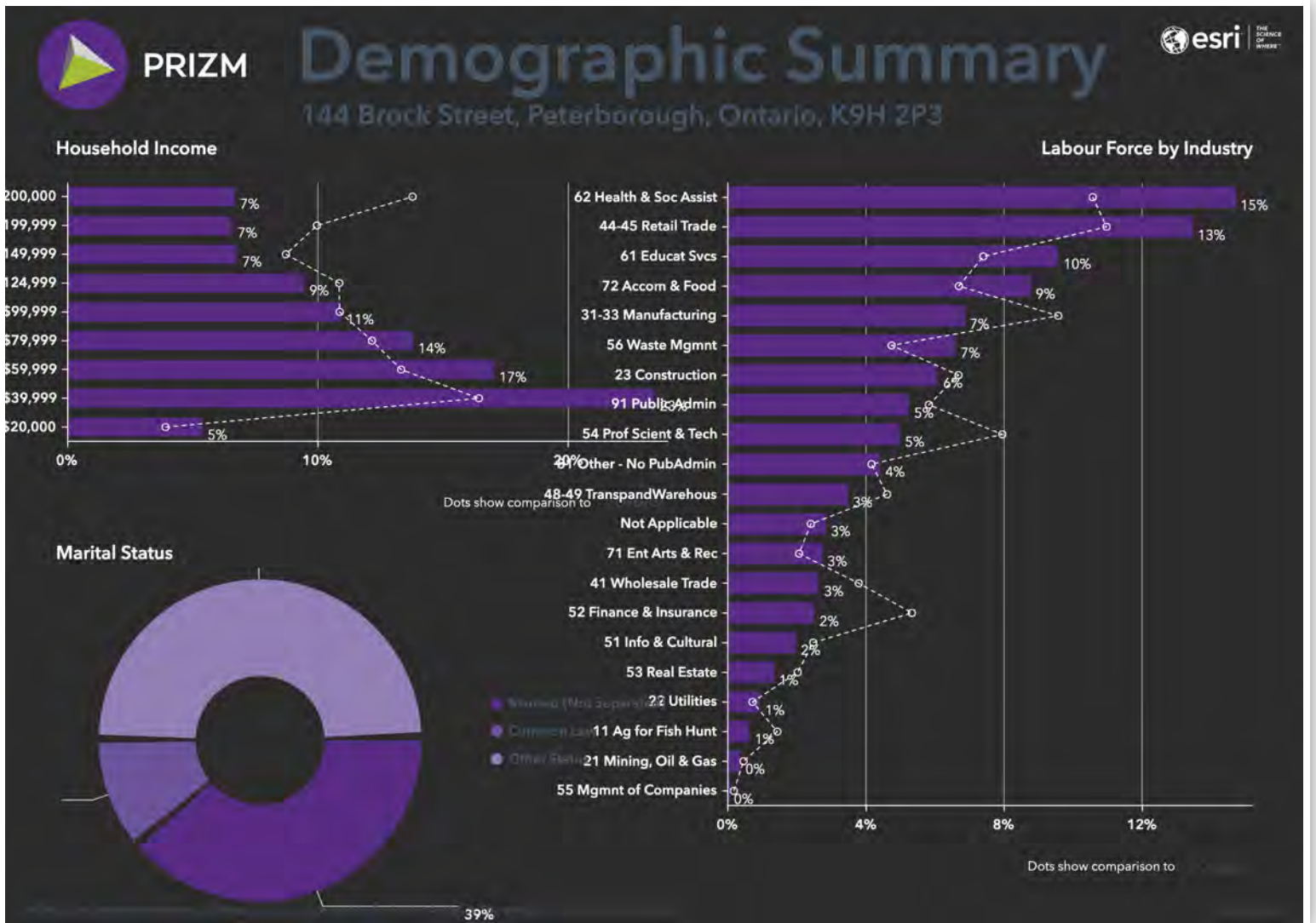
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144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

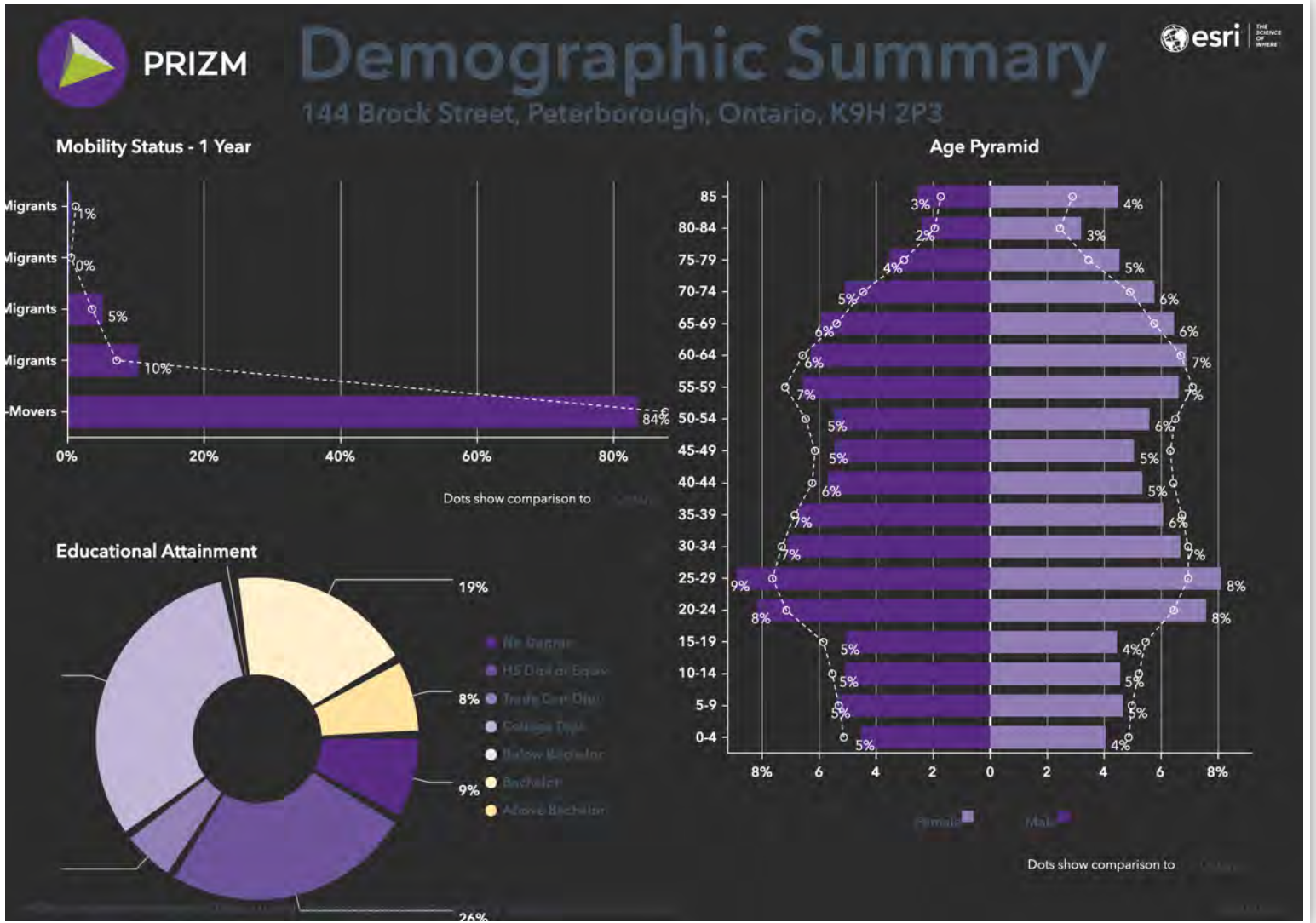
INFOGRAPHIC: PRIZM PROFILE (RING: 3 MILE RADIUS)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: PRIZM PROFILE (RING: 3 MILE RADIUS)



David Watkins

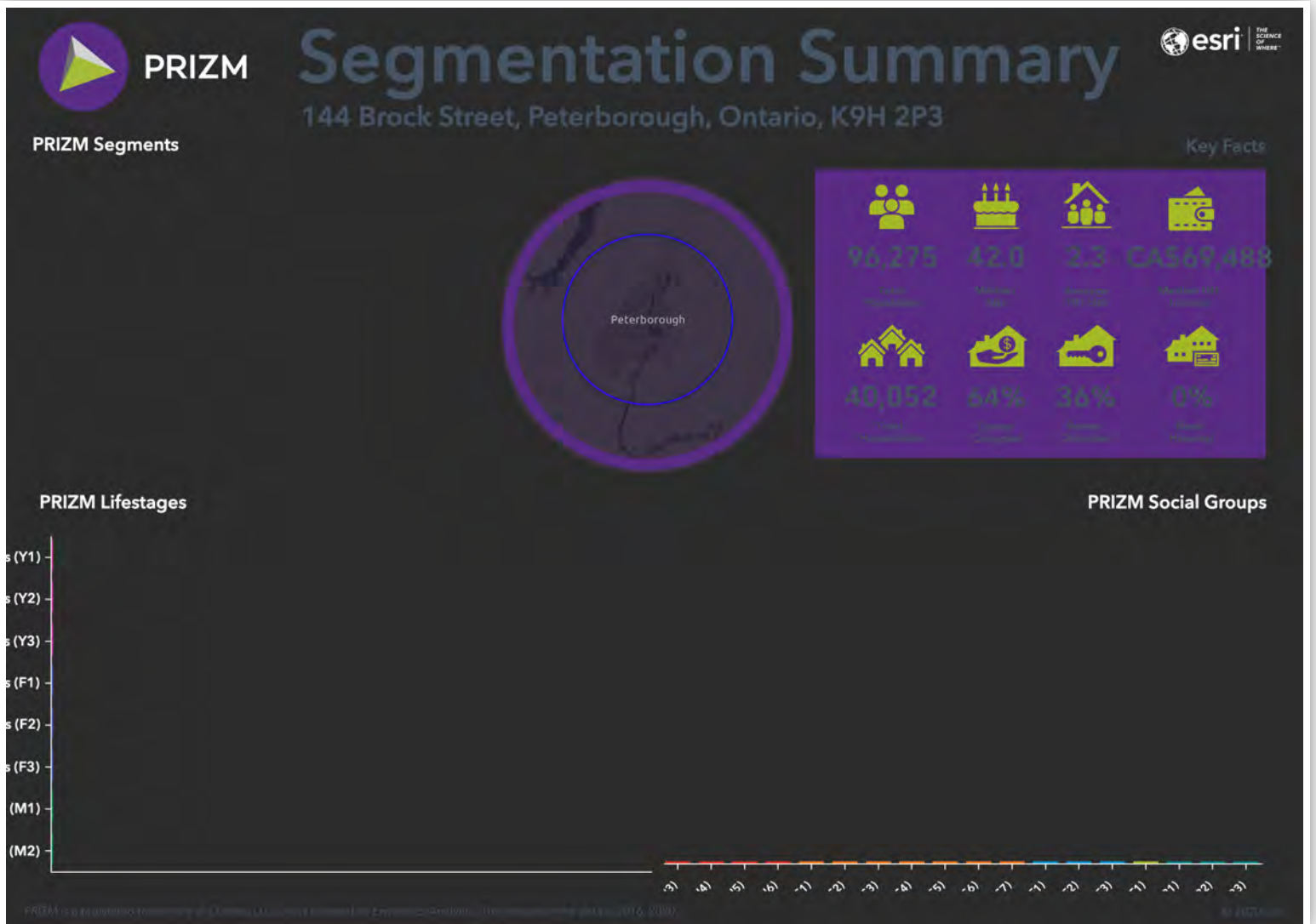
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144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: PRIZM PROFILE (RING: 5 MILE RADIUS)



David Watkins

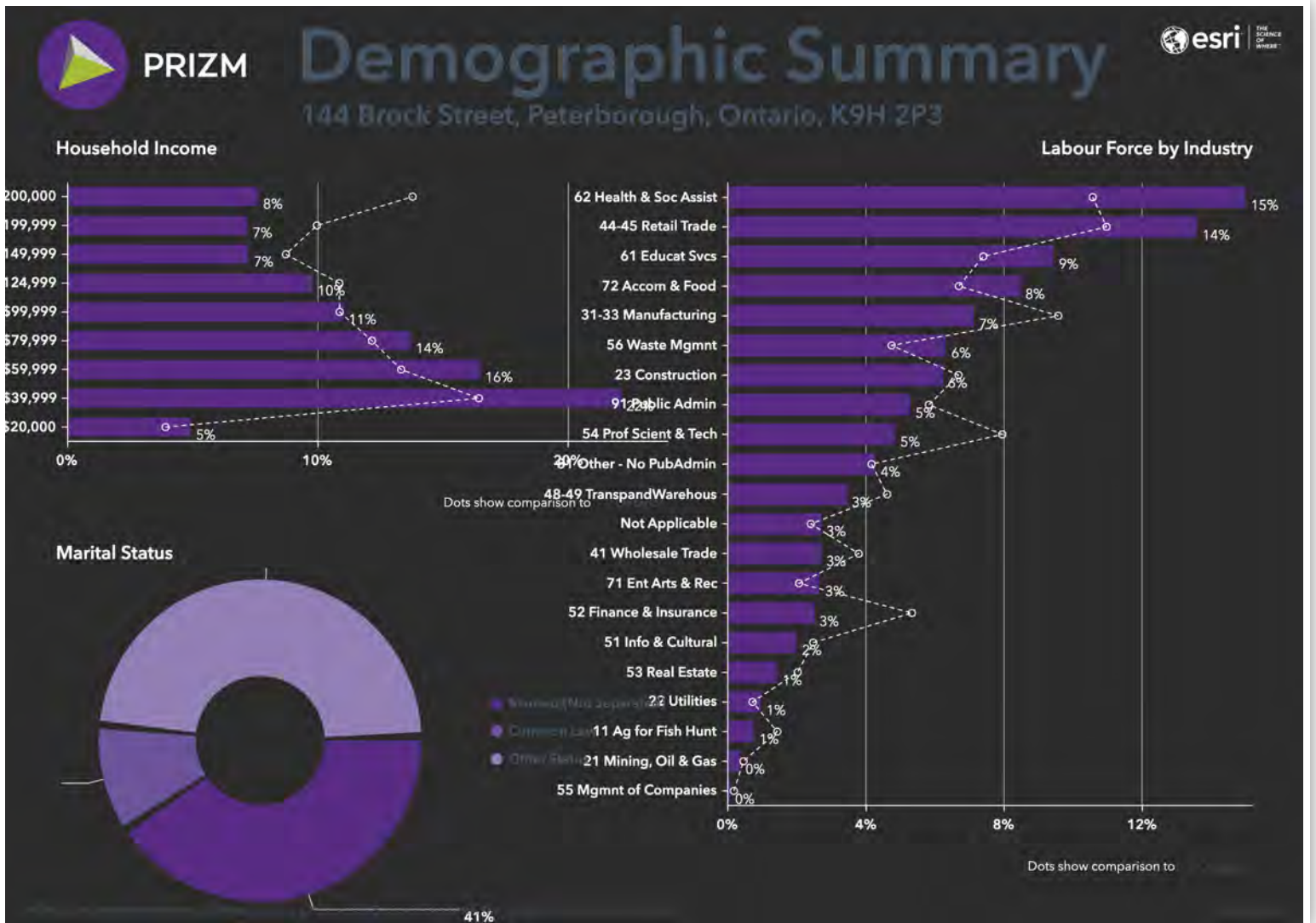
Remax Hallmark First Group
Phone: (905) 432-6300
Email: dwatkinsfirst@gmail.com



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

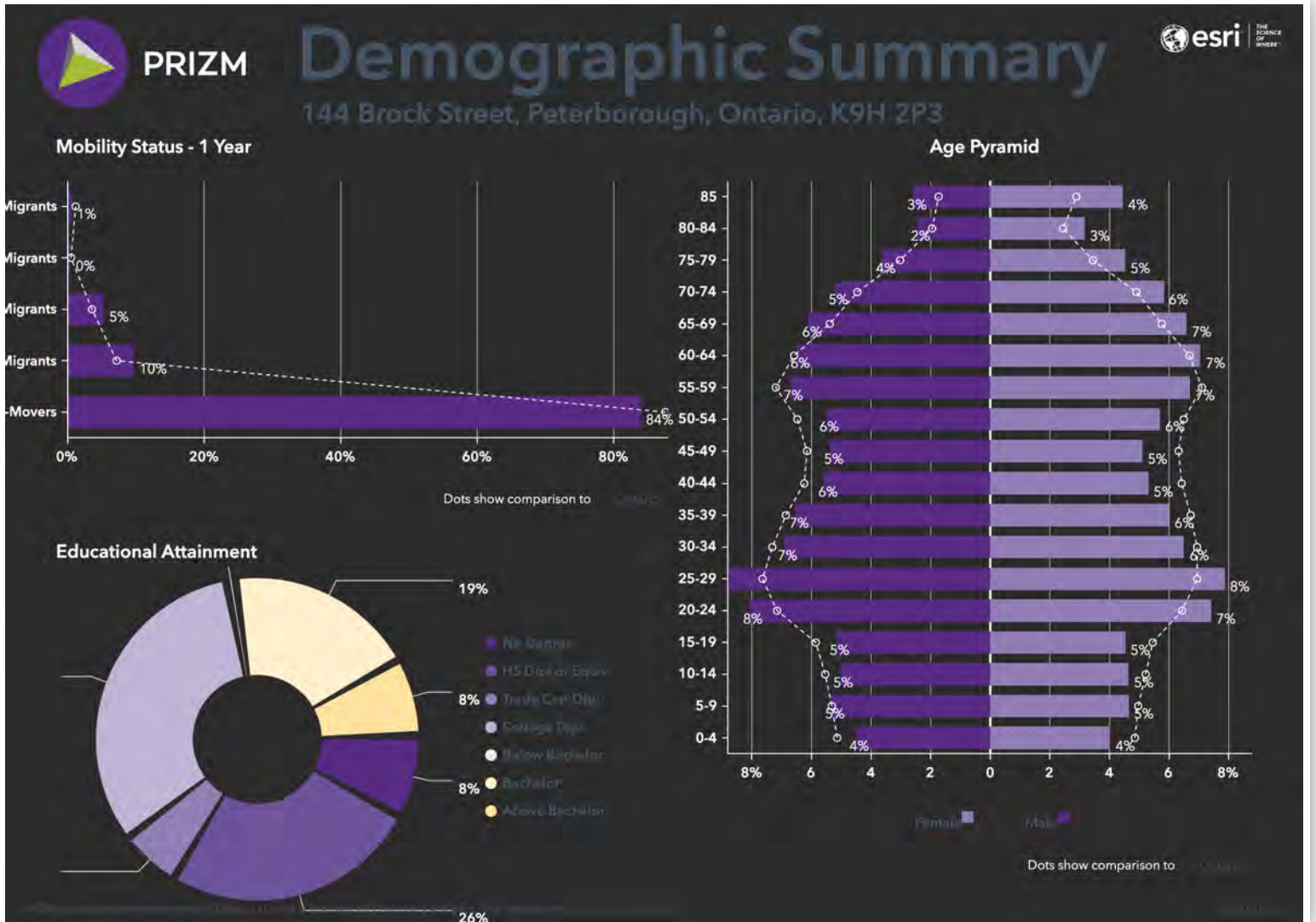
INFOGRAPHIC: PRIZM PROFILE (RING: 5 MILE RADIUS)



144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

INFOGRAPHIC: PRIZM PROFILE (RING: 5 MILE RADIUS)



David Watkins

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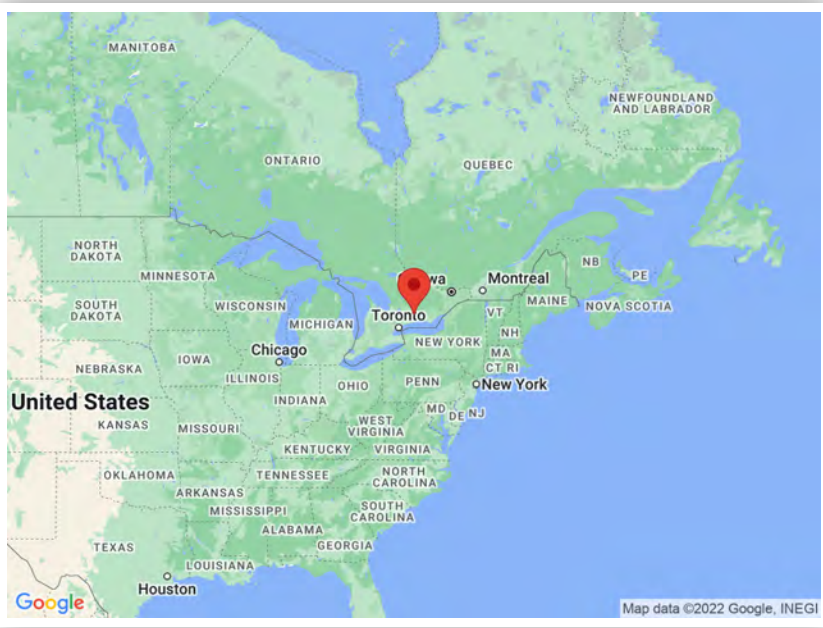
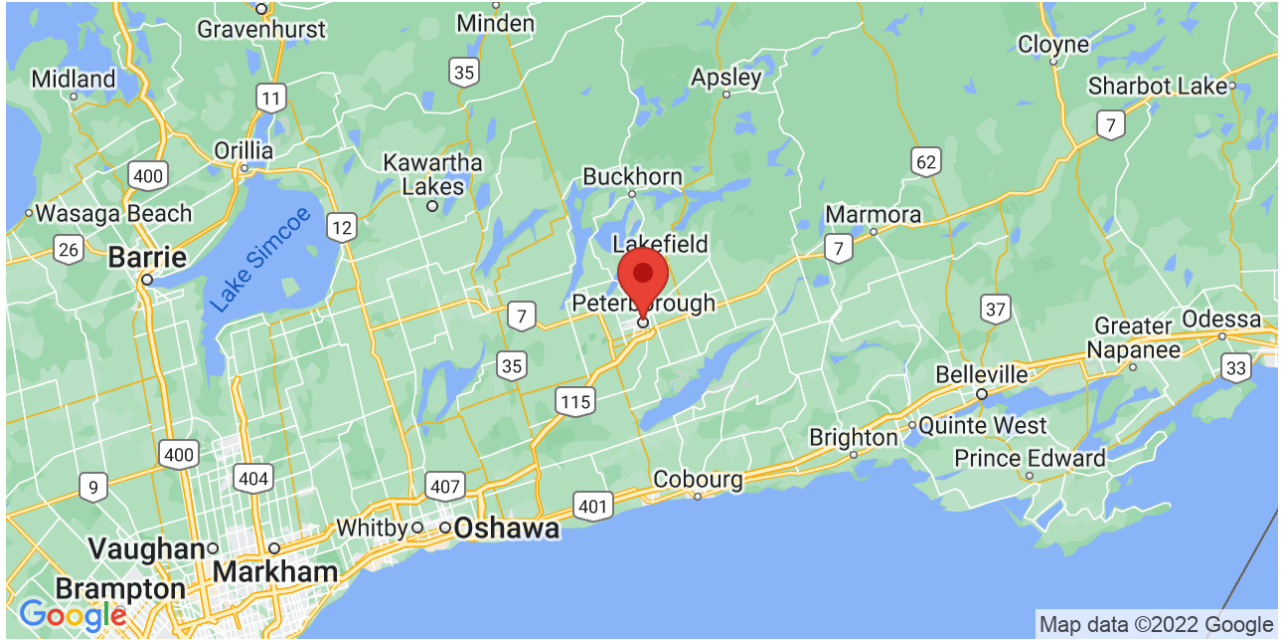


144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

AREA LOCATION MAP

144 Brock St. Peterborough 144 Brock Street, Peterborough, Ontario, K9H 2P3



David Watkins

Remax Hallmark First Group
Phone: (905) 432-6300
Email: dwatkinsfirst@gmail.com

144 Brock St. Peterborough

144 Brock Street, Peterborough, Ontario, K9H 2P3

AERIAL ANNOTATION MAP

144 Brock St. Peterborough 144 Brock Street, Peterborough, Ontario, K9H 2P3





REMAX HALLMARK FIRST GROUP *DAVID WATKINS*



(905) 432-6300



dwatkinsfirst@gmail.com



Tab J

Confirmation of Co-operation and Representation Buyer/Seller

BUYER: Steven Robertson in trust for a company to be formed prior to closing

SELLER: Albert Gelman Inc. (Solely In Its Cpty As The Court Appointed Lqudtr)

For the transaction on the property known as: 144 BROCK ST PETERBOROUGH ON K9H2P3

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) The Listing Brokerage is providing Customer Service to the Buyer.

b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

The Brokerage _____ represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

by the Seller in accordance with a Seller Customer Service Agreement

or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

SR
NSLUBUTwFupgk7ahQp1Q==
Oct 09, 2022, 03:55 PM EDT
BUYER

[Signature]
e.DaYhshwvZNTOT.#CWg==
Oct 09, 2022, 03:50 PM EDT
CO-OPERATING/BUYER BROKERAGE

[Signature]
SELLER

[Signature]
LISTING BROKERAGE

Session Id: 16824105-Zdb9-49-9b-9c25-6c9a728a8242

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) [x] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) [] The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) [] The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) [x] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% Plus HST to be paid from the amount paid by the Seller to the Listing Brokerage.
b) [] The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Form with signature lines for BALL Real Estate Inc., Re/Max Hallmark First Group Realty, and David Watkins, including dates and contact information.

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS and SELLER'S INITIALS signature lines.

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Signature and date lines for Buyer, including Steven Robertson's signature and date.

DocuSigned by: Seller signature and date line, including date 10/11/2022 | 5:16 PM.

SessionId: f6e2410e-72ba-469b-9c35-8c9e728a6242

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 09 day of October, 2022

BUYER: Steven Robertson in trust for a company to be formed prior to closing, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Albert Gelman Inc. (Solely In Its Cpcty As The Court Appointed Liquidator), the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 144 BROCK ST PETERBOROUGH ON K9H2P3

fronting on the North side of Brock Street

in the City of PETERBOROUGH

and having a frontage of 67.96 ft more or less by a depth of Irregular more or less

and legally described as PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530 CITY OF PETERBOROUGH (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: _____ Dollars (CDN\$) _____

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty Thousand Dollars Dollars (CDN\$) 20,000

by negotiable cheque payable to Re/Max Hallmark First Group Realty "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B, C _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer seller until 06:00 p.m. on the 12 day of
(Seller/Buyer) October, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____, 20____ Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Steven Robertson in trust for a company to be formed prior to closing, and

SELLER: Albert Gelman Inc. (Solely In Its Cpty As The Court Appointed Lqudr)

for the purchase and sale of 144 BROCK ST PETERBOROUGH ON K9H2P3

dated the 09 day of October, 2022

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Buyer agrees to pay the balance as follows: *pay a further deposit of \$30,000 to the listing brokerage following removal of buyers conditions.*
The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

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The Title Search date shall be 7 business days *prior* following the Sale Approval and Vesting Order by the Court. (See Schedule B)
The Completion date shall be 21 business days following the Sale Approval and Vesting Order by the Court. (See Schedule B)

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, financing satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays) following the acceptance of the Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a qualified home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer or, in the buyer's sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays), following the acceptance of the Agreement of Purchase and Sale that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees this condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer being provided with access to view the two residential units and their condition being satisfactory to the Buyer or, in the buyer's sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays), following the acceptance of the Agreement of Purchase and Sale that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees this condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to view the property three further times prior to completion, at a mutually agreed upon times, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of these viewings.

The Buyer agrees to assume the residential tenants second floor \$1350.00 per month plus parking and third floor \$1224.00 per month plus hydro.
This form must be initialed by all parties to the Agreement of Purchase and Sale.

DS
[Signature]

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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[Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: 7056510212
(For delivery of Documents to Buyer)

Email Address: dwatkinsfirst@gmail.com
(For delivery of Documents to Seller)

Email Address: dcole@ballrealestate.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

All as seen on site, excluding Tenant Chattels and Fixtures

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

Exclude Any Tenant Chattels And Fixtures

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Two Puc Hwt Rentals

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

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INITIALS OF SELLERS(S):

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- 8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the _____ day of _____, 20____ (Requisition Date) to come to the property to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Zoning C6 with two residential units) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred without interest or deduction or else a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

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INITIALS OF SELLER(S):

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- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subsections of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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INITIALS OF SELLERS(S):

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature: Steven Robertson] (Buyer/Authorized Signing Officer) Oct 09, 2022, 03:54 PM EDT (Seal) (Date)

(Witness) [Signature] (Buyer/Authorized Signing Officer) (Seal) (Date) I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Seller/Authorized Signing Officer) 10/11/2022 | 5:16 PM P (Seal) (Date)

(Witness) (Seller/Authorized Signing Officer) (Seal) (Date) SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at Oct 12, 2022, 04:56 PM EDT (a.m./p.m.) [Signature: Steven Robertson] (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S) Listing Brokerage David Watkins (Salesperson/Broker/Broker of Record Name) (Tel. No.) Co-op/Buyer Brokerage BALL Real Estate Inc., Brokerage- Head office 705 651 2255 (Tel. No.) Dominic Cole (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. 10/17/2022 | 8:54 AM PD [Signature: Steven Robertson] (Date) (Buyer) Oct 12, 2022, 04:58 PM EDT (Date) (Buyer) Oct 12, 2022, 04:58 PM EDT (Date) Seller's Lawyer R.Brendan Bissell GSNH Address suite 1600 480 University Ave. Email bisse11@gsnh.com 416-597-6489 Buyer's Lawyer Address Email

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: [Signature] (Authorized to bind the Listing Brokerage) [Signature] (Authorized to bind the Co-operating Brokerage)

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SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

1. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of this Agreement of Purchase and Sale not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.

2. The Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or (except as expressly stated herein) condition, express or implied, statutory or otherwise of any nature and kind whatsoever, including without limitation as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, Subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever. The Buyer acknowledges having reviewed the state of title to the property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise.

3. This Agreement is conditional upon the Seller obtaining an Order of the Court approving the said Agreement, as well as conditional upon the Seller obtaining an Order of the Court vesting the Property in the Buyer and, on Closing directing all registered charges to be deleted from title (collectively, the "Sale Approval and Vesting Order") and that the Sale Approval and Vesting Order shall not be subject to any appeal period, any appeal or any other judicial process staying its effect. The Buyer shall accept title to the Property subject to all other encumbrances and registrations. On Closing, title will be transferred by the Sale Approval and Vesting Order and not by Transfer/Deed of Land. Buyer acknowledges and agrees that it shall satisfy itself regarding title or any other matter in relation to the Property during the Buyer's Conditional Period (the "Buyer's Conditional Period").

4. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property.

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5. The Buyer acknowledges that the Seller is selling the Property pursuant to the order Appointing the Seller as Liquidator of the estate of the owner of the Property, and that the sale shall be pursuant to the Approval and Vesting Order..
6. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
7. The Deposit shall be held in trust by the Deposit Holder and shall be:
 - a) credited to the Buyer as an adjustment against the Purchase Price on the Closing Date if the transaction is completed;
 - b) refunded to the Buyer without interest or deduction if the transaction is not completed, provided that the Buyer is not in default under this Agreement; or,
 - c) retained by the Seller as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Seller may have under this Agreement and at law, including offering the Property for sale to another person, if the transaction is not completed as a result of the Seller's breach hereunder.
8. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and chattels, and that the Buyer is solely acquiring the right, title and interest of the Seller, if any, in and to the said chattels. The Buyer further acknowledges that the chattels and fixtures presently on the Property may be subject to security interests.
9. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the chattels (list to be provided) on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
10. The Buyer agrees with the Seller that the Buyer takes title to the Property subject to any tenancies in existence. If the Buyer wishes to obtain possession of the Property, the Buyer shall obtain possession of the Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgments or agreements with respect to the Property from third parties, the property manager and any tenants.
11. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the

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responsibility of the Buyer.

- 12. The Buyer shall be responsible for payment of all outstanding realty taxes owing on the Property from the Closing Date, and payment of all taxes exigible on sale and transfer of the Property and any Chattels and fixtures, including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax.
- 13. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.
- 14. **CLOSING DATE:** The closing date shall occur on the later of (i) the fifth business day after the 30 day period in which the Sale Approval and Vesting Order may be appealed or the dismissal of any appeal from that order (ii) on such later date as the Seller may designate, in its sole discretion.
- 15. **PROVIDED THAT** in the event that the Court Approval and Vesting Order are for any reason (not including the default of the Buyer) not obtained by the 90th day following the date of this Agreement, this Agreement shall be null and void and the deposit shall be returned to the Buyer.

CLOSING DOCUMENTS

Deliveries by Seller

- 16. The Seller will deliver on closing to the Buyer a certificate signed by the Seller confirming that the Seller is not a non-resident of Canada for the purpose of section 116 of the Income Tax Act, together with the Sale Approval and Vesting Order for registration by the Buyer, with all Land Transfer Taxes to be paid by the Buyer.

Deliveries by Buyer

- 17. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:
 - a. payment of the Purchase Price pursuant to this Agreement;
 - b. a certified copy of the articles of incorporation of the Buyer;
 - c. evidence satisfactory to the Seller that the Buyer is registered for HST under the Excise tax Act, including the Buyer's HST number and an undertaking to self-assess for HST; and



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such further and other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

CONFIDENTIALITY

18. The Buyer shall not publicly announce the existence of the Agreement of Purchase and Sale or disclose any of its contents except:

- a. in accordance with a written public statement or other form of disclosure satisfactory to both parties; or
- b. as required in connection with the application for Court approval.

GENERAL

19. Any notice to be given or document to be delivered to the Seller pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Seller as follows:

Albert Gelman Inc.
 100 Simcoe Street, Suite 125
 Toronto, ON M5H 302
 Attention: Bryan Gelman
 Fax: 416-504-1655
 Email: bgelman@albertgelman.com

With a Copy to:

Goldman Sloan Nash & Haber LLP
 Attention: Brendan Bissel and Joel Turgeon
 Fax: 416-597-3370
 Email: bissell@gsnh.com and turgeon@gsnh.com

20. Any notice to be given or document to be delivered to the Buyer pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name: Steven Robertson
 Address:
 Attention:
 Fax:
 Email: steve.robertson@netizenconsulting.com

With a Copy to:

Name: Ashley Holmes

NSL08UTw7upczb77ahQsTQ==
Oct 09, 2022, 03:55 PM EDT

Address:
Attention:
Fax:
Email: Ashley.elaine.holmes@gmail.com

- 21. Any written notice or delivery of documents given in either manner prior to 5:00 p.m. (Toronto time) on a Business Day shall be deemed to have been given and received on the day of delivery or facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.
- 22. This Agreement shall be interpreted with all changes of gender and number required by the context.
- 23. This Agreement or any amendments to this Agreement may be delivered by either party by facsimile transmission, email or any similar system reproducing the original with the necessary signatures. Such delivery shall be deemed to be made when the facsimile transmission or email is received by the applicable party. The signatory shall promptly thereafter deliver the original to the recipient if requested to do so.
- 24. On the closing date, the Buyer shall deliver the balance of the purchase price due on closing by wire transfer in good funds using the LVTS system to the Seller or as Seller shall direct, together with other closing documents as provided above, all not later than 1:00 p.m. on the date set for closing (unless the Seller otherwise agrees in its sole discretion). The parties agree that the transaction shall proceed in accordance with the terms of a Document Registration Agreement to be prepared by the Seller's solicitors in the Seller's solicitors' standard form which shall set out the arrangements more particularly described in section 11 of the Agreement of Purchase and Sale.
- 25. In the event that the closing date falls on a date on which the court office or the land registry office is not open or available to accept registrations, then in such event the closing shall take place on the next day on which the court office and the land registry office are open.
- 26. Property taxes only shall be adjusted as of the closing date. The Buyer acknowledges and agrees that the Seller shall not deliver any undertaking to re-adjust on closing.
- 27. Sections 10, 16, and 23 of the Agreement of Purchase and Sale are hereby deleted.
- 28. Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the closing date, the Seller is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this

Agreement, a certificate of pending litigation is registered against the Property, a court order is made prohibiting the completion of the sale, or if the Buyer submits a valid title requisition which the Seller is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained or otherwise enjoined at any time by a Court of competent jurisdiction, the Seller may, in its sole and unfettered discretion, elect by written notice to the Buyer to terminate this Agreement, whereupon the deposit and any interest earned thereon shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder against the other.

- 29. The Seller, by acceptance of the Offer, is entering into the Agreement solely in its capacity as the Court Appointed Liquidator and not in its personal or any other capacity. Any claim against the Seller shall be limited to, and only enforceable against the property and assets then held by or available to the Seller in its capacity as Liquidator and shall not apply to its personal property and assets held by it in any other capacity. The Seller shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise in relation to this Agreement.
- 30. The Buyer may not assign any or all rights or benefits under this Agreement to any person without the Seller's written consent which consent shall be in the Seller's sole discretion. Notwithstanding the foregoing, the Buyer may assign this agreement to a related corporation within the meaning of the *Business Corporations Act*, provided that such assignment is made five (5) days before the grant of the Sale Approval and Vesting Order and provided that the Buyer shall remain liable for the performance of this agreement after such assignment. If the Buyer wishes to assign this agreement after the grant of the Sale Approval and Vesting Order and the Seller consents in its sole discretion, the Buyer shall pay all of the costs incurred by the Seller on a solicitor and its own client scale in connection with all proceedings to amend the Approval and Vesting Order or otherwise provide for vesting in the proposed assignee.
- 31. This Agreement and the schedules attached hereto constitute the entire agreement between the Seller and the Buyer in respect of the Property and the chattels being purchased. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement. Each of the parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, shall survive the closing of the transactions contemplated by this Agreement.
- 32. Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.





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 Oct 08, 2022, 03:55 PM EDT

33. This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

34. The parties hereby attorn to the jurisdiction of the Ontario Superior Court of Justice (Commercial List) for any disputes in relation to or arising out of this Agreement.

[end of page]

 
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Oct 09, 2022, 03:55 PM EDT

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Steven Robertson in Trust for a company to be formed prior to closing and

SELLER: Albert Gelman Inc. (Solely In Its Cpcty As The Court Appointed Liquidtr)

for the purchase and sale of 144 Brock Street Peterborough K9H 2P3

..... dated the 9th day of October , 20 22

Trust Deposit Interest Agreement and Direction

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), RE/MAX Hallmark Realty, Brokerage (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale. The deposit will be held by RE/MAX Hallmark Realty Ltd. in its real estate trust bank account which earns a variable interest rate of TD Canada Trust's Prime rate minus 1.85% per annum (for example, as of March 3, 2022, Prime was 2.70% which resulted in interest paid at a rate of 0.85%).

The beneficial owner of the trust money must provide their Social Insurance Number not later than Thirty (30) days following the completion of the transaction if they would like to receive interest. Corporations do not need to provide a Social Insurance Number. The Buyer is the beneficial owner of trust money and related interest earned until the transaction closes. There is a One Hundred Dollars (\$100.00) administrative fee for each transaction with a deposit. Should the amount of interest calculated be more than \$100.00 the deposit holder will waive the administrative fee and pay the interest it receives on the deposit to the beneficial owner of the trust deposit. If the calculated interest is less than \$100.00 no interest will be paid and no additional administrative fees will be owing. This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule.

All interest generated by trust deposits that qualify for interest payments in accordance with the prior paragraph will be payable to the beneficial owner of the trust deposit upon completion of this transaction (referred to above). If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$100.00 or the value of the interest cheque.

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

Electronic Commerce - E-Signatures

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.


This form must be initiated by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Amendment to Agreement of Purchase and Sale - Commercial

Form 570

for use in the Province of Ontario

BETWEEN:

BUYER: Steven Robertson in trust for a company to be formed prior to closing

AND

SELLER: Albert Gelman Inc. (Solely In Its Cpcty As The Court Appointed Liquidator)

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 09 day of October, 2022,

concerning the property known as 144 BROCK ST PETERBOROUGH ON K9H2P3

as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

Purchase Price: [REDACTED]

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, financing satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays) following the acceptance of the Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a qualified home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer or, in the buyer's sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays), following the acceptance of the Agreement of Purchase and Sale that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees this condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer being provided with access to view the two residential units and their condition being satisfactory to the Buyer or, in the buyer's sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 7th business day (except sat/sun and stat holidays), following the acceptance of the Agreement of Purchase and Sale that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees this condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert:

Purchase Price [REDACTED]

~~This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, financing satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the 26th October, 2022, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

INITIALS OF BUYER(S):

SR
Oct 21, 2022, 10:50 AM EDT

INITIALS OF SELLER(S):

SR
Oct 21, 2022, 02:30 PM EDT

[Signature]

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Session Id: 621b4a48-5735-4c83-a310-881284d778b

The Seller agrees, at the Seller's expense, to provide some form of heat to the main level and basement, to prevent any damage to water pipes and water systems, right up to the day of closing.

SR
We9Yj6hcXLe9WBkHco+uA==
Oct 21, 2022, 02:30 PM EDT

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by ~~Buyer~~ Seller until 5 :00 p.m. on the 21 day of October, 2022, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
Steven Robertson Oct 21, 2022, 10:49 AM EDT
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)
.....
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
DocuSigned by: 10/21/2022 | 10:30 AM
B. 0B8F45C18D90456 /Authorized Signing Officer (Seal) (Date)
.....
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

..... (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at : .m. this day of 20 (a.m./p.m.)

Oct 21, 2022, 02:30 PM EDT

Steven Robertson
We9Yj6hcXLe9WBkHco+uA==
(Signed 2022.10.21 02:30 PM EDT)

INITIALS OF BUYER(S):

SR
kDx7UuGafmCCTeLhLjw==
Oct 21, 2022, 10:50 AM EDT

INITIALS OF SELLER(S):


DS
B.


Session Id: 821b4e49-5735-4c83-a310-581f294d7f8b

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

10/21/2022 | 12:38 PM EDT
(Date)


Oct 21, 2022, 10:49 AM EDT
(Date)

(Seller) _____
(Date) _____
Address for Service _____

(Buyer) _____
(Date) _____
Address for Service _____

(Tel. No.) _____
Seller's Lawyer Brendan Bissell

(Tel. No.) _____
Buyer's Lawyer _____

Address _____

Address _____

Email _____

Email _____

(Tel. No.) _____ (Fax. No.) _____

(Tel. No.) _____ (Fax. No.) _____

Session Id: 821b4e49-5735-4c83-a3f0-881294d768

Tab K

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of the 12th day of December, 2022 (the “**Effective Date**”)

A M O N G:

STEVEN ROBERTSON in trust for a company to be formed prior to closing (the “**Assignor**”)

OF THE FIRST PART

- and -

1000353840 Ontario Inc (the “**Assignee**”)

OF THE SECOND PART

WHEREAS:

A. The Assignor, as purchaser, and Albert Gelman Inc., solely in its capacity as Court-appointed Liquidator of 1950941 Ontario Inc. and not in its personal or corporate capacity and without personal or corporate liability, as vendor (the “**Vendor**”) entered into an agreement of purchase and sale dated October 9, 2022 (the “**Purchase Agreement**”), pursuant to which the Assignor agreed to purchase and the Vendor agreed to sell the lands and premises municipally known as 144 Brock Street, Peterborough, Ontario (the “**Property**”);

B. All words and phrases defined in the Purchase Agreement but not otherwise defined herein shall have the same meaning herein as therein;

C. Pursuant to Section 30 of Schedule B of the Purchase Agreement, and effective from and after the Effective Date, the Assignor has agreed to assign, transfer and set over onto the Assignee the Purchase Agreement and all the Assignor’ right, title and interest therein and thereto and the Assignee has agreed to assume all obligations

of the Assignor under the Purchase Agreement as if it were the original purchaser thereunder in the place and stead of the Assignor;

NOW THEREFORE IN CONSIDERATION of the sum of Two Dollars (\$2.00) paid by each party to the other, the exchange of mutual covenants set out herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Assignment by Assignor to Assignee.** The Assignor hereby absolutely and irrevocably assigns, transfers and sets over unto the Assignee, for its sole use and benefit, effective from and including the Effective Date, all of the Assignor's right, title and interest in and to the Purchase Agreement, together with any and all benefits, advantages, privileges and rights relating thereto or arising and flowing therefrom.

2. **Assumption by Assignee.** In consideration of the foregoing assignment of the Purchase Agreement by the Assignor to the Assignee pursuant to Section 1 above, the Assignee hereby expressly assumes and agrees to perform and be bound by all of the Assignor's covenants, obligations and liabilities arising or flowing from and under or in any way connected with the Purchase Agreement, and all documents and agreements entered into in furtherance thereof and in connection therewith (the "**Closing Documents**") effective from and including the Effective Date and covenants and agrees with the Assignor to duly keep, observe, perform and comply with or cause to be kept, observed, performed and complied with all such obligations and all stipulations, restrictions, provisions and conditions set forth in and in accordance with the provisions of the Purchase Agreement and the Closing Documents as if the Assignee was originally named as purchaser thereunder and had entered into the Purchase Agreement as an original signatory thereto in the place and stead of the Assignor.

3. **Further Assurances.** Each of the parties shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement at the sole cost and expense of the requesting party.

4. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Severability.** If any provision contained in this Agreement or its application to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to Person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law. For the purposes of this Agreement, “**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

7. **Notice.** Notice hereunder shall be effected upon the solicitors for the parties hereto which are:

Solicitors for the Assignor and Assignee

Jeff Fitzpatrick
Church & Fitzpatrick
28 First Ave.
Orangeville, Ontario L9W 1H8
Phone: 519-941-8730
Fax: 519-941-8032
Email: fitzpatrick.law@rogers.com

8. **Counterparts and Facsimile.** This Agreement may be executed and delivered by facsimile transmission or other form of electronic recorded transmission (including via electronic mail via the Internet) and in any number of counterparts and all

such facsimile or other electronically transmitted copies and counterparts shall be deemed to be an original hereof and for all purposes constitute one agreement, be binding on the parties hereto, provided each party hereto has executed and delivered at least one counterpart to the other(s), and each may be relied upon by each party hereto as such for any and all purposes.

IN WITNESS WHEREOF the parties hereby sign, seal and deliver this Agreement as of the Effective Date.

Steven Robertson in trust for a company to be formed prior to closing



Name: Steven Robertson

1000353840 Ontario Inc



Name: Steven Robertson

Title: Director

I have authority to bind the Corporation

Tab L

Court File No.: CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

LIQUIDATOR'S AFFIDAVIT OF FEES

I, Bryan Gelman, of the City of Toronto, make oath and say as follows:

1. **I am a Licenced Insolvency Trustee and principal of Albert Gelman Inc.** ("Liquidator"), Liquidator of each of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc. and as such have knowledge of the facts herein deposed to.
2. The Liquidator has prepared invoices in connection with its fees as follows:
 - a. An account dated December 8, 2022 for the period from October 1 to December 8, 2022 of \$39,249.50, plus HST thereon.
3. A summary of the **Liquidator's** time by staff member is as follows:

Staff member	Position	Hours worked	Hourly rate (\$)	Total (\$)
Bryan Gelman, CIRP, LIT	Principal	17.4	550.00	9,570.00
Joe Albert, CPA, CA, DIFA, CIRP, LIT	Principal	0.3	615.00	184.50
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Senior Manager	29.1	450.00	13,095.00
Suzette Warner, CFE, CPA, CGA, FCCA	Associate	46.2	350.00	16,170.00
Sudhanshu Marwaha, CPA (India)	Associate	0.6	305.00	183.00
Ashely Robinson	Estate Administrator	0.2	235.00	47.00
		93.8	418.44	39,249.50


4. **The Liquidator's total fees are \$39,249.50**, its total hours spent is 93.8 and, therefore, its average hourly rate is calculated to be \$418.44.

- 5. The **Liquidator's** accounts, including detailed time docket, are attached hereto as **Exhibit "A"**.
- 6. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

Sworn remotely by Bryan Gelman at Toronto, Ontario }
 before me at Toronto, Ontario in accordance with }
 O. Reg. 431/20, Administering Oath or Declaration }
 Remotely, this 9th day of December 2022 }



 Bryan Gelman



 Thomas John McElroy, a Commissioner, etc.,
 Province of Ontario, for Albert Gelman Inc.
 Expires February 14, 2025

1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Dec 8, 2022
 Invoice No: 5991
 Billing Through: Dec 8, 2022
 File ID: PARKVIEWLIQUIDATION

Re: Court Appointed Liquidation

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2022-10-03	BGELMAN	Review of draft report to Court and comments from counsel; Review email from CMHC re purchaser documentation; call with Brendan Bissell;	0.80	\$550.00	\$440.00
2022-10-03	SWARNER	Updating of accounting to the end of September 2022; update reporting re Court report	3.50	\$350.00	\$1,225.00
2022-10-04	JALBERT	approve/sign cheques	0.10	\$615.00	\$61.50
2022-10-04	BGELMAN	Update call with Tom McElroy re next steps to finalize report to court; review and sign re-listing agreement of Brock st. property; Respond to email from counsel re purchaser of Whitefield request extension; Conference call re Interim R&D;	1.20	\$550.00	\$660.00
2022-10-04	TMCELROY	Meeting with B. Gelman and S. Warner to discuss Interim SRD and other matters; Discuss Liquidator's second Report with B. Gelman; Finalize Liquidator's fee affidavit;	1.90	\$450.00	\$855.00
2022-10-04	SWARNER	Meeting with B Gelman and T McElroy re Liquidators accounting; received and responded to email re 144 Brock parking and forward to Forge Hamu for investigation; update accounting for Court report as per meeting discussions; prepare and request signature for payment of bills	4.50	\$350.00	\$1,575.00
2022-10-05	TMCELROY	Email to T. Merritt (CRA Officer) re CRA HST-self assessment and CRA's notional assessment; Voicemail from T. Merritt; Email to Ken G. (BDO) re HST self assessment; Discuss interim SRD with S. Warner;	0.80	\$450.00	\$360.00
2022-10-05	SWARNER	Review of revised accounting with T McElroy; Received TD Bank statements and prepared bank reconciliation as at Sept 2022; lengthy call with BDO to review HST ledger regarding CRA request re HST Self assessment review	3.50	\$350.00	\$1,225.00
2022-10-06	TMCELROY	Discuss Second Report with B. Gelman; Email to J. Becker re status of filing of 2021 tax returns for 4 companies; Call with counsel re Second Report; Finalize Interim SRD; Review counsel changes and comments to Second Report; Continue drafting Liquidators Second Report;	2.70	\$450.00	\$1,215.00

Albert Gelman Inc. - 60 Shaftesbury Avenue, Toronto, ON | M4T 1A3 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Dec 8, 2022
 Invoice No: 5991
 Billing Through: Dec 8, 2022
 File ID: PARKVIEWLIQUIDATION

Re: Court Appointed Liquidation

2022-10-06	BGELMAN	Update call with Tom McElroy re report to Court; Review and approve affidavit of fees; review of further revisions to Court report; Review and comments to Interim SRD; Review and approval of TD Bank reconciliations for Whitefield and Brock corps;	1.40	\$550.00	\$770.00
2022-10-06	SWARNER	Update tenant accounts with 1st of month payments;	4.50	\$350.00	\$1,575.00
2022-10-07	TMCELROY	Finalize Second Report to Court; Finalize Interim SRD; Assemble appendices; Review of notice of assessment for 1827403;	1.70	\$450.00	\$765.00
2022-10-08	TMCELROY	Final changes to Second Report;	0.30	\$450.00	\$135.00
2022-10-08	BGELMAN	Final review and signing of report to Court;	0.20	\$550.00	\$110.00
2022-10-11	BGELMAN	Review of offers on Brock St. property; Attend update call with Suzette and Tom to discuss to-do list; Call with David Watkins and Brendan Bissell to review and decide on sign back for offer; Review and sign back offer on Brock St.	1.80	\$550.00	\$990.00
2022-10-11	TMCELROY	Update case website; Meeting with S. Warner and B. Gelman to discuss status of various matters and further delegation of duties;	0.50	\$450.00	\$225.00
2022-10-11	SMARWAHA	Reviewed the PDF document for motion record from lawyer and to convert the document to the PDF for the suggested software and downloaded the software in attempt to review and convert the PDF to the printable and readable version in PDF viewer software;	0.60	\$305.00	\$183.00
2022-10-12	TMCELROY	Update Case Website;	0.20	\$450.00	\$90.00
2022-10-12	BGELMAN	Call from Brendan re HST payment and his call with DOJ; Respond to email from Jeff Larry re consent to pay HST;	0.20	\$550.00	\$110.00
2022-10-12	SWARNER	requisition and process of payments for property management and maintenance	0.60	\$350.00	\$210.00
2022-10-13	TMCELROY	Email to tax accountant re potential for tax relief from interest and penalties on HST liability as per S. McLaren request; Review of Brock Street APS; Correspondence from K. Garth (BDO) re interest relief on HST liability; Email to counsel re Liquidators demand for Parkview Homes to pay \$1.7 million owing;	0.60	\$450.00	\$270.00
2022-10-13	BGELMAN	Review and sign APS for Brock; Review of motion record, including Liquidator's report to Court to prepare for hearing; Attend zoom hearing for Liquidator's motion; Review tax payer relief process and	1.40	\$550.00	\$770.00

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1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Dec 8, 2022
 Invoice No: 5991
 Billing Through: Dec 8, 2022
 File ID: PARKVIEWLIQUIDATION

Re: Court Appointed Liquidation

2022-10-13	SWARNER	Received and attended to several emails from David Watkins regarding 144 Brock property listing; received and responded to several email to Forge Hamu re 888 Whitefield maintenance, rent increase and unit 306	0.80	\$350.00	\$280.00
2022-10-14	TMCELROY	Review of Court Order and endorsement and comments to B. Gelman re same; Update Case Website;	0.40	\$450.00	\$180.00
2022-10-14	SWARNER	Attended to several email re 144 Bock listing	0.50	\$350.00	\$175.00
2022-10-17	BGELMAN	Update call with Brendan Bissell re demand from payment from Parkview Homes; Sign seller sign back on Brock St.; Review of PPSA Search on Parkview Homes Inc. and comments to Brendan Bissell re next steps;	0.80	\$550.00	\$440.00
2022-10-17	SWARNER	Detailed review of Form 10 re unit 306 and discussion with Forge Hamu re same; received and responded to Forge re viewing of 144 Brock	0.60	\$350.00	\$210.00
2022-10-18	BGELMAN	Review and respond to emails relating to further extension for sale of Whitefield; Instructions to Counsel re building permit on Brock; follow up with counsel on HST debt for Whitefield and response from principals;	0.50	\$550.00	\$275.00
2022-10-18	SWARNER	Retrieved bills and requested payment re Bell Canada accounts	0.30	\$350.00	\$105.00
2022-10-19	BGELMAN	Consider next steps relating to sale of 1 foot reserves; call with counsel re same;	0.20	\$550.00	\$110.00
2022-10-19	SWARNER	Received and reviewed mail through Canada Post ; email re 1827403 one foot reserve property tax	0.50	\$350.00	\$175.00
2022-10-20	BGELMAN	Review and respond to counter offer from prospective buyer on Brock; return call to Steve McLaren re update on status of sales process for Whitefield and Brock, payment of amounts due from Parkview Homes Inc. to 182 Corp, property tax on 1 foot reserve; email to counsel re same;	0.60	\$550.00	\$330.00
2022-10-20	TMCELROY	Discuss status of financial statement, tax return, HST self-assessment and other matters with S. Warner; Review of letter from CRA re balance of corp. tax debt;	0.70	\$450.00	\$315.00
2022-10-20	SWARNER	Received and reviewed emails from Forge Hamu re 144 Brock maintenance and correspondence re unit 306 rent arrears ; received and reviewed letter from the CRA re income tax balance for 1827403	0.80	\$350.00	\$280.00
2022-10-21	TMCELROY	Call with Tammy Merritt (CRA) re HST self-assessment; Conference call with S. Warner and Chee Chan (BDO);	0.70	\$450.00	\$315.00
2022-10-21	SWARNER	Attended call with BDO and T McElroy to discuss CRA information request and next steps	0.70	\$350.00	\$245.00

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2022-10-21	BGELMAN	Review of amendments to sale agreement. Calls with David Watkins re amendments and counter offer. Execute amended listing agreement; Execute counter offer;	0.80	\$550.00	\$440.00
2022-10-24	BGELMAN	Instructions to Suzette re property tax on 1 foot reserve;	0.10	\$550.00	\$55.00
2022-10-24	SWARNER	Received and responded to email from Forge Hamu re property management	0.40	\$350.00	\$140.00
2022-10-25	BGELMAN	Review and approval of Sept 30 2022 bank reconciliations for 6 accounts; Update call with Brendan Bissell re amounts owing from Parkview Homes to 182 Corp and bankruptcy application, auction process for 1 ft reserves and status of sales process on Whitefield;	0.80	\$550.00	\$440.00
2022-10-27	SWARNER	Call from CRA re timing for payment of outstanding tax balance for 1827403 Ont	0.30	\$350.00	\$105.00
2022-10-29	TMCELROY	Instructions to D. Cherniak re banking matters;	0.10	\$450.00	\$45.00
2022-10-31	BGELMAN	Review and respond to email from Brendan Bissell re HST indemnity;	0.20	\$550.00	\$110.00
2022-10-31	SWARNER	Follow up with BDO re invoices and time dockets	0.20	\$350.00	\$70.00
2022-11-01	TMCELROY	Email to T. Merrit (CRA) re status of HST adjustment;	0.20	\$450.00	\$90.00
2022-11-02	TMCELROY	Review of letter from T. Merritt (CRA) re HST adjustment; Email to external accountants (BDO) re same;	0.70	\$450.00	\$315.00
2022-11-02	BGELMAN	Review of CRA letter re tax assessment and email to him re same;	0.20	\$550.00	\$110.00
2022-11-02	SWARNER	Received and responded to several emails regarding information request re 144 Brock; respond to BDO email re invoices for other corps; forward BDO invoice re 1950975 HST self assessment for review; prepared letter to City of Peterborough re update of mailing for one foot reserves; returned call to CRA re HST compliance for 1827403	0.80	\$350.00	\$280.00
2022-11-03	TMCELROY	Discussions with S. Warner re next steps re provide T. Marrit (CRA) info required to substantiate ITC's re proposed HST adjustment;	0.30	\$450.00	\$135.00
2022-11-03	SWARNER	Call with Carol James of the City of Peterborough re one foot reserve and current tax balance; email current statement for 365 Middlefield to co-owner ; enter tax liability in ASCEND , prepared payment and request signature; instructions to D Cherniak re mailing of cheques; call with T McElroy to discuss CRA audit letter re HST self assessment; call from CRA re RT0002 for 1827403 ; filed NIL returns for June and Sept 2022 period end; received and responded to email from insurance Broker renewal for 144 Brock	1.20	\$350.00	\$420.00

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2022-11-04	TMCELROY	Draft and send email to both shareholders re HST self supply re assessment and next steps re same; Review and respond to correspondence from S. Warner re insurance renewal of 144 Brock St.;	0.60	\$450.00	\$270.00
2022-11-04	BGELMAN	Call with Brendan Bissell re Brock St. sale and Whitefield;	0.30	\$550.00	\$165.00
2022-11-04	SWARNER	Instructions to D Cherniak re City of Peterborough payment; email correspondence re 144 Brock insurance renewal; reviewed Teranet search to confirm discharge of mortgage re 1327970 Ontario	0.50	\$350.00	\$175.00
2022-11-05	TMCELROY	Review bankruptcy application for Parkview Homes Inc. and comments to counsel re same;	0.30	\$450.00	\$135.00
2022-11-06	BGELMAN	Review and comments to draft application for a bankruptcy order;	0.20	\$550.00	\$110.00
2022-11-07	AROBINSON	Prepared Teranet search	0.10	\$235.00	\$23.50
2022-11-07	BGELMAN	Emails with counsel re status of sale of properties; attend facetime to swear document;	0.20	\$550.00	\$110.00
2022-11-08	SWARNER	Email to Steve McLaren regarding information requested by insurance Broker	0.20	\$350.00	\$70.00
2022-11-09	TMCELROY	Review of pre-appointment invoices; Instructions to S. Warner re same;	0.10	\$450.00	\$45.00
2022-11-09	BGELMAN	Call with Brendan Bissell to discuss assignment of APS on Brock, HST ITC's denied by CRA and email from D. Nunes;	0.30	\$550.00	\$165.00
2022-11-09	SWARNER	Received and responded to email from Forge Hamu re property management matters; update ASCEND with bill from PUG and save to payment folder	0.40	\$350.00	\$140.00
2022-11-10	TMCELROY	Analysis of adjusted HST balance owing due to HST self-supply reassessment and denied ITC's; Email to B. Gelman re same; Email to BDO; Email from S. McLaren and consider response;	0.60	\$450.00	\$270.00
2022-11-10	SWARNER	Received email from Greg Landry re BDO statement and follow up email to Jason Becker re invoices ; follow up email to Steve McLaren re insurance renewal information ; post invoices for property management and maintenance and requisition payments ; received and responded to email from Forge re snow contractor	0.90	\$350.00	\$315.00
2022-11-10	BGELMAN	Respond to counsel re accounting invoices;	0.10	\$550.00	\$55.00
2022-11-14	TMCELROY	Review and respond to correspondence from S. McLaren; Review of letter to Aviva; Meeting with S. Warner and B. Gelman re HST self assessment and next steps re same;	0.90	\$450.00	\$405.00

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2022-11-14	BGELMAN	Attend teams call with Tom McElroy and Suzette Warner re HST assessment letter dealing with section 193 of ETA;	0.30	\$550.00	\$165.00
2022-11-14	SWARNER	Meeting with B Gelman and T McElroy re HST self assessment; Discuss further with T. McElroy;	0.70	\$350.00	\$245.00
2022-11-15	JALBERT	review and sign cheques	0.10	\$615.00	\$61.50
2022-11-15	TMCELROY	Correspondence from CMHC representative; Call with counsel re CMHC mortgage assumption condition expiry; Discuss status of offer with B. Gelman and next steps re mortgage assumption condition; Review and respond to correspondence from J. Becker (BDO) re corp. tax filings;	0.90	\$450.00	\$405.00
2022-11-15	BGELMAN	Call with Tom McElroy re extension of Whitefield APS; Review and respond to property manager re winterizing of property; Review and respond to email from counsel re Whitefield extension;	0.50	\$550.00	\$275.00
2022-11-15	SWARNER	retrieved Bell invoice and instructions to D Cherniak re payment	0.30	\$350.00	\$105.00
2022-11-16	TMCELROY	Correspondence from counsel;	0.10	\$450.00	\$45.00
2022-11-16	BGELMAN	review of insurance policy on Brock property and instructions to Suzette re policy limits;	0.20	\$550.00	\$110.00
2022-11-16	SWARNER	Received and reviewed and responded to quote re insurance renewal for 144 Brock;	0.50	\$350.00	\$175.00
2022-11-17	SWARNER	Accounting for October 2022 ; update tenant account to November 14, 2022	4.50	\$350.00	\$1,575.00
2022-11-18	TMCELROY	Review bank recs for 1950941 and 1950979 and comments to S. Warner re same; Review and respond to correspondence from J. Becker (accountant); Email to counsel re status of 888 Whitfield offer; Continue drafting Report to Court for approval of sales transaction;	2.90	\$450.00	\$1,305.00
2022-11-19	TMCELROY	Email to counsel re extended deadline to waive condition re sale of 888 Whitefield;	0.10	\$450.00	\$45.00
2022-11-21	TMCELROY	Email to Mark S. (CMHC) re status of mortgage assumption re 888 Whitfield mortgage;	0.20	\$450.00	\$90.00
2022-11-21	BGELMAN	Review and approval of Quickbooks bank reconciliations;	0.20	\$550.00	\$110.00
2022-11-21	SWARNER	Call with Forge Hamu to discuss tenant accounts and required post dated cheques ; invoice from BDO and enter into ASCEDND	0.50	\$350.00	\$175.00
2022-11-22	SWARNER	Retrieved Bell Canada bill and enter in ASCEND ; requisition payment for Bell Canada and instructions to D Cherniak re printing of cheque;	0.30	\$350.00	\$105.00

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Re: Court Appointed Liquidation

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2022-11-22	BGELMAN	Respond to email from property manager;	0.10	\$550.00	\$55.00
2022-11-23	AROBINSON	Prepared October 2022 bank recs	0.10	\$235.00	\$23.50
2022-11-23	SWARNER	Received and reviewed revised insurance renewal ; review of mail through Canada Post	0.40	\$350.00	\$140.00
2022-11-24	TMCELROY	Review of HST reassessment letter re quarter ended April 3, 2022 for 1950979; Voicemail left for T. Merritt (CRA); Comments to B. Gelman re same;	0.60	\$450.00	\$270.00
2022-11-24	BGELMAN	Emails with property manager;	0.20	\$550.00	\$110.00
2022-11-25	TMCELROY	Correspondence from counsel re mortgage assumption condition;	0.10	\$450.00	\$45.00
2022-11-25	SWARNER	Call with Greg Landry re HST assessment	0.50	\$350.00	\$175.00
2022-11-25	BGELMAN	Approval of further extension for purchaser of Whitefield pending approval of mortgagee assignment;	0.10	\$550.00	\$55.00
2022-11-26	BGELMAN	review and approval of insurance policy for Brock St. property; Review of MPAC assessment for Whitefield;	0.20	\$550.00	\$110.00
2022-11-28	SWARNER	Email to Denise Moring regarding insurance for 144 Brock; email to Forge Hamu re additional info required by insurance company; email from Forge Hamu re insurance request; received and reviewed mail from Unit 103	0.80	\$350.00	\$280.00
2022-11-28	BGELMAN	Review and approval of October 31, 2022 bank reconciliation;	0.20	\$550.00	\$110.00
2022-11-29	TMCELROY	Email from counsel re purchasers backing out re sale of 888 Whitfield; Discuss same with B. Gelman and counsel and next steps;	0.50	\$450.00	\$225.00
2022-11-29	SWARNER	Prepare disclosure re CRA audit re HST self assessment;	3.20	\$350.00	\$1,120.00
2022-11-29	BGELMAN	Review of email exchange from counsel re purchaser of Whitefield backing out of sale; Call with counsel re same and next steps;	0.40	\$550.00	\$220.00
2022-11-30	TMCELROY	Review of letter prepared by S. Warner to CRA re CRA proposal to denied HST ITC's in 1950979; Discuss same with S. Warner; Changes to letter prepared by S. Warner;	1.20	\$450.00	\$540.00
2022-11-30	BGELMAN	Respond to realtor re request for release;	0.10	\$550.00	\$55.00
2022-11-30	SWARNER	Meeting wit T McElroy re CRA audit re HST self assessment	0.70	\$350.00	\$245.00
2022-12-01	SWARNER	Fax letter to CRA re HST self assessment audit	1.90	\$350.00	\$665.00

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Date	Client	Description	Hours	Rate	Amount
2022-12-01	BGELMAN	Email to counsel B. Bissell and provide him with instructions for next steps in relation to response on Whitefield; Call with counsel re purchasers request for information; Further call re sale of Whitefield and next steps;	0.80	\$550.00	\$440.00
2022-12-01	TMCELROY	Correspondence from counsel re next steps re sale of 888 Whitfield road property;	0.10	\$450.00	\$45.00
2022-12-02	JALBERT	Review and sign cheques	0.10	\$615.00	\$61.50
2022-12-02	BGELMAN	Respond to realtor re sale of Whitefield; Respond to counsel email re same;	0.20	\$550.00	\$110.00
2022-12-02	TMCELROY	Review and respond to correspondence from Mark S. (CMHC); Call with B. Bissell (counsel) re upcoming Court hearing and report to Court re approval of Brock St. sale;	0.40	\$450.00	\$180.00
2022-12-02	SWARNER	Resubmit fax to CRA; Call from Tammy Merritt (CRA) to discuss audit ; call with Forge Hamu to discuss property management matters ; call with Dominic Cole , 144 Brock buyers realtor ; prepared letter regarding information request from Domic Cole; received and reviewed certificate of insurance from Forge Hamu re snow removal at 144 Brock ; instructions to D Cherniak re term deposit	1.60	\$350.00	\$560.00
2022-12-05	TMCELROY	Discussions with S. Warner re responses to T. Merritt re HST audit;	0.20	\$450.00	\$90.00
2022-12-05	SWARNER	Received and reviewed insurance certificate re snow removal and forward to Broker and follow with Forge Hamu re tenant insurance	0.40	\$350.00	\$140.00
2022-12-06	TMCELROY	Draft Liquidators Third Report to Court;	4.20	\$450.00	\$1,890.00
2022-12-06	BGELMAN	Review and respond to email from Tom McElroy re closing of Brock St. sale; Update call with Tom McElroy re report to Court and update on Brock;	0.40	\$550.00	\$220.00
2022-12-06	SWARNER	Email to Ken Garth re time docket for invoice; email from insurance Broker ;	2.20	\$350.00	\$770.00
2022-12-07	TMCELROY	Review and respond to correspondence from Mark S. (CMHC);	0.10	\$450.00	\$45.00
2022-12-08	BGELMAN	Review and comments to report to Court; Call with Brendan Bissell re listing of Whitefield and response to CMHC; Emails with Realtor re same;	1.20	\$550.00	\$660.00
2022-12-08	TMCELROY	Review correspondence from realtor re time line of events, etc.; Continue drafting Report to Court; Prepare fee affidavit;	3.20	\$450.00	\$1,440.00
2022-12-08	SWARNER	Updated tenants accounts with 1st of month rent; bank reconciliation of Versa 1950979 and 1950941; bank reconciliation of TD 1950941;	2.00	\$350.00	\$700.00

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Re: Court Appointed Liquidation

Total Fees: \$39,249.50
 HST: \$5,102.44

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ashley Robinson (Estate Administrator)	0.20	\$235.00	\$47.00
Bryan A. Gelman (Principal, CIRP LIT)	17.40	\$550.00	\$9,570.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	0.30	\$615.00	\$184.50
Sudhanshu Marwaha (Associate)	0.60	\$305.00	\$183.00
Suzette Warner (Associate, CFE, CPA, CGA, FCCA)	46.20	\$350.00	\$16,170.00
Tom McElroy (CPA, CA, CBV, CIRP, LIT)	29.10	\$450.00	\$13,095.00

Disbursements:

Taxable Disbursements		
PHOTOCOPIES:		\$2.50
POSTAGE:		\$10.12
Total Disbursements: <u> </u>		\$12.62
HST:		\$1.65

Amount Due This Invoice: **\$44,366.21**

Invoice Summary:

TOTAL FEES AND DISBURSEMENTS:	\$39,262.12
TOTAL HST:	\$5,104.09
TOTAL AMOUNT DUE:	\$44,366.21

Payment of this account is due on receipt
 HST Registration # 83741 9514 RT0001

HST No. 83741 9514 RT 0001

Tab M

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

PAUL JOSEPH DIETRICH

Applicant

– and –

STEVEN ROBERT MCLAREN.

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the *Business Corporation Act*, R.S.O.
1990, c. B16

**FEE AFFIDAVIT OF R. BRENDAN BISSELL
(sworn December 13, 2022)**

I. R. Brendan Bissell, of the City of Toronto, hereby MAKE OATH AND SAY:

1. I am a lawyer qualified to practice in the Province of Ontario and am counsel to the law firm of Goldman Sloan Nash & Haber LLP (“**GSNH**”) and therefore have knowledge of the matters in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.
2. GSNH are lawyers of record for Albert Gelman Inc. in its capacity as the Liquidator in this matter.
3. Attached as **Exhibit “A”** to this affidavit is a copy of the invoices rendered by GSNH to the Liquidator for fees and disbursements incurred by GSNH in this proceeding for the period to November 30, 2022. As more fully appears from the invoices, GSNH incurred fees of \$18,090.00, disbursements of \$659.90 plus HST of \$2,390.69, totaling \$21,140.59 up to November 30, 2022.

4. Attached as **Exhibit “B”** to this Affidavit is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged and the total fees charged.

5. The account attached at Exhibit “A” is comprised of hours docketed by the following timekeepers at GSNH with the corresponding hourly rates:

R. Brendan Bissell (after June, 2021)	\$575.00
Gianna Sanita	\$150.00

6. The average hourly rate charged for the invoices set out in Exhibit “A” is \$561.80.

7. The rates charged by GSNH throughout the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

8. The hourly billing rates outlined above are comparable to the hourly rates charged by GSNH for services rendered in relation to similar proceedings.

9. I make this affidavit in support of a motion by the Liquidator for, among other things, approval of the fees and disbursements.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 13th day of December, 2022 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



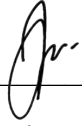
Commissioner for taking affidavits

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2025



R. Brendan Bissell

This is **Exhibit “A”** to the Affidavit of
R. Brendan Bissell, sworn before me this
13th day of December, 2022



A Commissioner, etc.

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2025



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Albert Gelman Inc.
100 Simcoe Street
Suite 125
Toronto, ON M5H 3G2
Canada

Billing Lawyer Brendan Bissell
Invoice No. 192595
HST # 12233 6290 RT0001
Invoice Date November 28, 2022

Attention: Mr. Bryan Gelman

Client ID: 102197 Matter ID: 0004

RE: Liquidation of 1950941 Ontario Inc., 1827403 Ontario Inc.,
1950940 Ontario Inc., 1885926 Ontario Inc. and 1853

FOR PROFESSIONAL SERVICES RENDERED

Date	Professional	Hours	Narrative	Amount
10/02/22	BB	1.40	Review of and revisions to draft second report.;	805.00
10/03/22	BB	0.20	Emails from M. Sabek re: no contact from the purchaser of 888 Whitefield. Email to J. Baird re: same.;	115.00
10/05/22	BB	1.30	Emails with Gelman and J. Baird re: request for 4 week extension on the purchaser's condition on the Whitefield purchase agreement and telephone call with B. Gelman re: same and instructions to only permit two weeks. Emails with B. Gelman re: request for further information and email to J. Baird re: same. Email to D. Watkins re: status of the extension.;	747.50
10/06/22	BB	1.40	Revisions to draft second report. Preparation of draft demand letter to Parkview Homes. Email to B. Gelman and T. McElroy re: same. Email to J. Baird re: request for documentation on the Whitefield property and deferral of same until after conditions are waived.;	805.00
10/06/22	BB	1.20	MS Teams meeting with T. McElroy re: comments	690.00

Date	Professional	Hours	Narrative	Amount
			on draft report to the court. Emails with M. Sabek re: provision of information to CMHC. Email to J. Baird re: request for documentation pre-closing.;	
10/07/22	BB	0.80	Review of revised draft second report and comments on same. Preparation of draft fee affidavit.;	460.00
10/08/22	BB	4.10	Preparation of notice of motion, draft order and motion record and service of same. Email to K. Dias re: CRA concerns on distribution of funds. Preparation of draft factum for the motion.;	2,357.50
10/11/22	BB	2.00	Review of offers received for 144 Brock and email to B. Gelman re: legal and technical issues with same. Telephone call with B. Gelman and D. Watkins re: signing back on an offer on terms. Finalized factum for the Oct.13 motion.;	1,150.00
10/12/22	BB	0.60	Emails with the Court re: uploading the materials for the Oct. 13 motion. Telephone call with the purchaser of 144 Brock re: reason for the change on timing of any assignment.;	345.00
10/13/22	BB	1.10	Preparation for and attendance at motion for approval to pay pre-appointment claims on terms and for approval of the second report and fees.;	632.50
10/14/22	BB	0.70	Telephone call with B Gelman re: issues with payment of pre-appointment claims. Email to D. Nunes and J. Larry re: terms under which the Liquidator will do so.;	402.50
10/17/22	GS	0.20	Receive email from Karen Jones re Electronic PPSA Search on Parkview Homes Inc., order same and send result to Karen Jones;	30.00
10/17/22	GS	0.40	Receive email from Karen Jones re Corporate Profile Reports for Parkview Homes Inc.; and 812809 Ontario Inc., order same and send results to Karen Jones;	60.00
10/17/22	BB	1.40	Telephone call with B. Gelman re: instructions to pursue a bankruptcy application against Parkview Homes and to do a PPSA search. Review of searches and report to B. Gelman re: same and re: possible name confusion. Review of corporate searches and report re: same.;	805.00
10/18/22	BB	1.70	Emails with M. Sabek re: time for CMHC to review the mortgage assumption request for the 888 Whitefield deal.. Emails and call with B. Gelman re: instructions on another four week extension for same. Emails with D. Watkins re: inquiry about demolition permit on 144 Brock and emails with J. Larry and D. Nunes re: same.;	977.50
10/21/22	BB	1.40	Emails and call with D. Watkins re: request from the purchaser of 144 Brock to delete a demolition	805.00

Date	Professional	Hours	Narrative	Amount
			permit. Review of same and telephone calls with the City of Peterborough re: same. Further emails with D. Watkins re: purchaser having satisfied itself.;	
10/31/22	BB	0.70	Emails from D. Nunes re: amounts owing by Parkview Homes. Reply email re: steps to be taken by the Liquidator. Email from D. Nunes re: refusal to provide an indemnity and stat dec for amounts owing by the owner of 888 Whitefield in favour of interim payment to CRA. Report to B. Gelman re: same.	402.50
Sub-Total Fees:				11,590.00
HST on Fees:				1,506.70

DISBURSEMENTS

	On Corp. Fee	59.15
	OnCorp. Gov't Fee* *	24.00
10/11/2022	Motion Record *	320.00
Sub-Total Disbursements:		403.15
Disbursements marked with * indicate exempt		
HST on Disbursements:		7.69

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,514.39 HST): \$ 13,507.54

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

Albert Gelman Inc.
100 Simcoe Street
Suite 125
Toronto, ON M5H 3G2
Canada

Attention: Mr. Bryan Gelman

Invoice No. 192595
Invoice Date: November 28, 2022

Client ID: 102197
Matter ID: 0004
Billing Attorney: BB

Current Billing:	13,507.54
Previous Balance:	0.00
Total Amount:	13,507.54
Amount Remitted:	\$ _____



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Albert Gelman Inc.
100 Simcoe Street
Suite 125
Toronto, ON M5H 3G2
Canada

Billing Lawyer Brendan Bissell
Invoice No. 192853
HST # 12233 6290 RT0001
Invoice Date December 12, 2022

Attention: Mr. Bryan Gelman

Client ID: 102197 Matter ID: 0004

RE: Liquidation of 1950941 Ontario Inc., 1827403 Ontario Inc.,
1950940 Ontario Inc., 1885926 Ontario Inc. and 1853

FOR PROFESSIONAL SERVICES RENDERED

Date	Professional	Hours	Narrative	Amount
11/03/22	BB	0.40	Emails with M. Sabek re: CMHC approval for mortgage assumption. Emails with J. Baird re: nominee to take title.;	230.00
11/04/22	GS	0.20	Receive email from Karen Jones requesting Corporate Profile Report for 935976 Ontario Inc., order same and email result to Karen Jones;	30.00
11/04/22	BB	2.60	Emails with D. Watkins re: status of the offer on 144 Brock. Telephone call with B. Gelman re: request by the buyer for financial information. Email to and telephone call with J. Church re: same. Review of title searches, neighbouring properties and owners, and registered encumbrances for the one foot reserver properties. Preparation of draft application for bankruptcy order as against Parkview Homes Inc. and email to B. Gelman and T. McElroy re: same.;	1,495.00
11/07/22	GS	0.20	Receive email from Karen Jones requesting corporate search on Parkview Homes Inc., order same and email result to Karen Jones;	30.00

Date	Professional	Hours	Narrative	Amount
11/07/22	BB	0.30	Telephone call with J. Baird re: incorporation of new company to take title to 888 Whitefield and related issues with CMHC. Emails with B. Gelman and T. McElroy re: bankruptcy application and revisions to same. Review of corporate search on same.;	172.50
11/08/22	BB	1.20	Emails with B. Gelman re: execution of the affidavit of truth on the bankruptcy application. FaceTime call with B. Gelman to swear the affidavit. Emails with D. Nunes re: timing issues on the bankruptcy application. Emails with J. Baird re: nominee to take title to 888 Whitefield. Email to M. Sabek re: same.;	690.00
11/09/22	BB	1.20	Review of proposed amendment to the Brock APS from D. Watkins. Email to and telephone call with B. Gelman re: issues with same. Email to J. Church re: use of assignment instead and previous question re: rental income. Telephone call with B. Gelman re: denial of ITC's claimed on the Whitefield HST self-assessment and issues with same. Emails and telephone call with M. Sabek re: terms of CMHC approval of the Whitefield mortgage assumption.;	690.00
11/10/22	BB	0.30	Emails with D. Nunes re: BDO invoices being sent to P. Dietrich and his companies. Emails with the Liquidator re: same.;	172.50
11/14/22	BB	0.30	Emails from and to D. Watkins re: request by the purchaser of 144 Brock for rental information and correspondence with purchaser's lawyer re: same.;	172.50
11/15/22	BB	2.40	Telephone call with T. McElroy re: expiry of condition on 888 Whitefield and possible extension to accommodate formal CMHC approval of the assignment. Review of CMHC loan documents for guarantors and telephone call with J. Baird re: same. Lengthy email to M. Sabek re: CMHC approval for assignment of the mortgage and issues with same. Emails with J. Baird re: further extension of the condition on 888 Whitefield.;	1,380.00
11/18/22	BB	1.10	Emails with J. Baird and T. McElroy re: extension of the condition on 888 Whitefield. Telephone call with J. Baird re: preparation of mortgage amending or assumption agreement. Preparation of draft assumption agreement on 144 Brock.;	632.50
11/23/22	BB	0.20	Emails with D. Nunes re: resolution of issues involving the BDO invoices.;	115.00
11/25/22	BB	0.40	Review of status of mortgage assumption approval on 888 Whitefield. Emails with M. Sabek re: same and re: intended closing date. Emails with J. Baird re: same.;	230.00
11/28/22	BB	0.20	Voicemail and email to J. Baird re: agreement on	115.00

Date	Professional	Hours	Narrative	Amount
			888 Whitefield.;	
11/29/22	BB	0.60	Email from J. Baird re: purchaser's position on termination of the 888 Whitefield agreement. Emails and telephone call with B. Gelman and T. McElroy re: same. Reply email to J. Baird.	345.00
Sub-Total Fees:				6,500.00
HST on Fees:				845.00

DISBURSEMENTS

On Corp. Fee	35.00
OnCorp. Gov't Fee* *	16.00
Teraview Search Disbursement	156.00
Teraview Search Disbursement - Statutory Fee	49.75
Sub-Total Disbursements:	256.75
Disbursements marked with * indicate exempt	
HST on Disbursements:	31.30

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$876.30 HST): \$ 7,633.05

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

Albert Gelman Inc.
100 Simcoe Street
Suite 125
Toronto, ON M5H 3G2
Canada

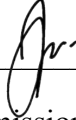
Attention: Mr. Bryan Gelman

Invoice No. 192853
Invoice Date: December 12, 2022

Client ID: 102197
Matter ID: 0004
Billing Attorney: BB

Current Billing:	7,633.05
Previous Balance:	0.00
Total Amount:	7,633.05
Amount Remitted:	\$ _____

This is **Exhibit "B"** to the Affidavit of R.
Brendan Bissell, sworn before me this
13th day of December, 2022



A Commissioner, etc.

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2025

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

PAUL JOSEPH DIETRICH

Applicant

– and –

STEVEN ROBERT MCLAREN.

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the *Business Corporation Act*, R.S.O.
1990, c. B16

**Summary of Accounts of Goldman Sloan Nash & Haber LLP
(From October 2, 2022 to November 29, 2022)**

Invoice No.	Date	Period Ending	Hours	Fees	Disbursements	HST	Total
192595	November 28, 2022	October 31, 2022	20.6	\$11,590.00	\$403.15	\$1,514.39	\$13,507.54
192853	December 12, 2022	November 29, 2022	11.6	\$6,500.00	\$256.75	\$876.30	\$7,633.05

PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO**

**FEE AFFIDAVIT OF R. BRENDAN BISSELL
(sworn December 13, 2022)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for the Liquidator, Albert Gelman Inc.

Tab 3

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM) WEDNESDAY, THE 21ST
)
JUSTICE KIMMEL) DAY OF DECEMBER, 2022
)

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed liquidator (the “**Liquidator**”) appointed pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 over all of the assets, undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. (“**1950941**”) and 1950979 Ontario Inc. for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Liquidator on behalf of 1950941 as vendor and Steven Robertson, in trust for a company to be incorporated (since assigned to 1000353840 Ontario Inc.), as purchaser

(the “**Purchaser**”) dated October 9, 2022 and appended to the Third Report of the Liquidator dated December 13, 2022 (the “**Third Report**”), and vesting in the Purchaser the 1950941’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, by videoconference.

ON READING the Third Report and on hearing the submissions of counsel for the Liquidator and the Purchaser, and such other counsel present as may be indicated on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Third Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Liquidator, in its capacity as such or on behalf of the 1950941, as the case may be, is hereby authorized and approved, with such minor amendments as the Liquidator may deem necessary. The Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Liquidator’s Certificate**”), all of 1950941’s right, title and interest in and to the Purchased Assets described as such in the Sale Agreement, including those being real property as described in Schedule B hereto (as the case may be), shall vest absolutely in the Purchaser, free and clear

of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by orders of this court in this proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto, as the case may be (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Liquidator’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets

with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

7. THIS COURT ORDERS that, notwithstanding:

- a. the pendency of these proceedings;
- b. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of 1950941 and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made in respect of 1950941;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 1950941 and shall not be void or voidable by creditors of 1950941, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS that the Confidential Appendices to the Third Report be and hereby are sealed pending the filing of a Liquidator's Certificate for the sale of the Purchased Assets or further Court Order.

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

10. THIS COURT ORDERS that this order is effective as of its date and does not need to be issued and entered.

Schedule A – Form of Liquidator’s Certificate

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

LIQUIDATOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated April 4, 2022 Albert Gelman Inc. was appointed as the Court-appointed liquidator (the “**Liquidator**”) pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 over all of the assets, undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. (“**1950941**”) and 1950979 Ontario Inc.

B. Pursuant to an Order of the Court dated December 21, 2022, the Court approved the agreement of purchase and sale made as of October 9, 2022 (the “**Sale Agreement**”) between the Liquidator as vendor and Steven Robertson, in trust for a company to be incorporated (since assigned to 1000353840 Ontario Inc.),, as purchaser (the “**Purchaser**”) and provided for the vesting in the Purchaser of 1950941’s right, title and interest in and to the Purchased Assets,

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

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

THE LIQUIDATOR CERTIFIES the following:

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

Albert Gelman Inc., in its capacity as Court appointed Liquidator of the undertaking, property and assets of 1950941 Ontario Inc. and not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Description of Purchased Assets being real property

PIN: 28106-0092 (LT)

Description: PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530; CITY OF PETERBOROUGH.

Schedule C – Registrations to be expunged from title

Registration Number	Registered Instrument Type
PE376524	Application to Register Court Order

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Assets**

(unaffected by the Vesting Order)

The following encumbrances registered on title to the property based on the parcel register for the same bearing land registry office 65 PIN 29374-0012 (LT):

Registration Number	Registered Instrument Type
PE262925	Registrar's Order

PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced in TORONTO

APPROVAL AND VESTING ORDER

GOLDMAN SLOAN NASH & HABER LLP

480 University Avenue, Suite 1600

Toronto, Ontario M5G 1V2

Fax: 416-597-6477

Brendan Bissell (LSO #40354V)

Tel: (416) 597-6489

Email: bissell@gsnh.com

Lawyers for Albert Gelman Inc. in its capacity as
court-appointed liquidator

Tab 4

Court File No. ~~_____~~ CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~_____~~ MADAM) ~~WEEKDAY~~ WEDNESDAY, THE ~~#~~ 21ST
JUSTICE ~~_____~~ KIMMEL) DAY OF ~~MONTH~~ DECEMBER, ~~20YR~~ 2022

BETWEEN:

~~PLAINTIFF~~

Plaintiff

PAUL JOSEPH DIETRICH

Applicant

- and -

~~DEFENDANT~~

Defendant

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

APPROVAL AND VESTING ORDER

_____ THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Albert Gelman Inc. in its capacity as the Court-appointed ~~receiver~~ liquidator (the "~~Receiver~~") "Liquidator") appointed pursuant to the Business Corporations Act, R.S.O. 1990, c. B.16 over all of the ~~undertaking, property and~~ assets-

of ~~[DEBTOR]~~ (the "~~Debtor~~"), undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. ("1950941") and 1950979 Ontario Inc. for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the ~~Receiver and [NAME OF PURCHASER]~~ Liquidator on behalf of 1950941 as vendor and Steven Robertson, in trust for a company to be incorporated (since assigned to 1000353840 Ontario Inc.), as purchaser (the "Purchaser") dated ~~[DATE]~~ October 9, 2022 and appended to the Third Report of the ReceiverLiquidator dated ~~[DATE]~~ December 13, 2022 (the "Third Report"), and vesting in the Purchaser the ~~Debtor~~ 1950941's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, ~~Ontario~~ by videoconference.

ON READING the Third Report and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~ Liquidator and the Purchaser, and such other counsel present as may be indicated on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ sworn [DATE]service, filed[†]:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Third Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

[†]This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ~~Receiver~~³ Liquidator, in its capacity as such or on behalf of the 1950941, as the case may be, is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Liquidator may deem necessary. The ~~Receiver~~Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a ~~Receiver~~Liquidator's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "~~Receiver~~Liquidator's Certificate"), all of ~~the Debtor~~1950941's right, title and interest in and to the Purchased Assets described as such in the Sale Agreement ~~[and listed on,~~ including those being real property as described in Schedule B hereto]⁴ (as the case may be), shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and

~~²In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~³In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~⁴To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by ~~the Order~~orders of ~~the Honourable Justice [NAME] dated [DATE]~~this court in this proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto, as the case may be (all of which are collectively referred to as the "Encumbrances"⁶, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. ~~3.~~ THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~[Land Titles Division of {LOCATION} Peterborough of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property~~(ies)~~ identified in Schedule B hereto (the **"Real Property"**) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

⁶ ~~Select the language appropriate to the land registry system (Registry vs. Land Titles).~~

5. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Liquidator's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

7. THIS COURT ORDERS that, notwithstanding:

a. ~~(a)~~ the pendency of these proceedings;

⁷~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

b. ~~(b)~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of ~~the Debtor~~ [1950941](#) and any bankruptcy order issued pursuant to any such applications; and

c. ~~(c)~~ any assignment in bankruptcy made in respect of ~~the Debtor~~ [1950941](#);

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~ [1950941](#) and shall not be void or voidable by creditors of ~~the Debtor~~ [1950941](#), nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS ~~AND DECLARES~~ that the ~~Transaction is exempt from the application of the Bulk Sales Act (Ontario)~~ [Confidential Appendices to the Third Report](#) be and [hereby are sealed pending the filing of a Liquidator's Certificate for the sale of the Purchased Assets or further Court Order.](#)

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

10. THIS COURT ORDERS that this order is effective as of its date and does not need to be issued and entered.

Schedule A – Form of ~~Receiver~~Liquidator's Certificate

Court File No. ~~_____~~CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

~~PLAINTIFF~~

~~Plaintiff~~

PAUL JOSEPH DIETRICH

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

~~RECEIVER~~

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

LIQUIDATOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order ~~of the Honourable [NAME OF JUDGE]~~ of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~April 4, 2022 Albert Gelman Inc. was appointed as the ~~receiver (the "Receiver")~~Court-appointed liquidator (the "Liquidator") pursuant to the Business Corporations Act, R.S.O. 1990, c. B.16

over all of the ~~undertaking, property and~~ assets of [DEBTOR], undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. (the “Debtor”)-1950941”) and 1950979 Ontario Inc

B. Pursuant to an Order of the Court dated ~~[DATE]~~December 21, 2022, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~October 9, 2022 (the “~~Sale Agreement~~”) between the ~~Receiver [Debtor] and [NAME OF PURCHASER]~~Liquidator as vendor and Steven Robertson, in trust for a company to be incorporated (since assigned to 1000353840 Ontario Inc.),, as purchaser (the “~~Purchaser~~”) and provided for the vesting in the Purchaser of ~~the Debtor~~1950941’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section • of~~the Sale Agreement have been satisfied or waived by the ~~Receiver~~Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~Liquidator.

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

THE ~~RECEIVER~~Liquidator CERTIFIES the following:

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

~~{NAME OF RECEIVER}~~ Albert Gelman Inc.,
in its capacity as ~~Receiver~~ Court appointed
Liquidator of the undertaking, property and
assets of ~~{DEBTOR}~~ 1950941 Ontario Inc. and
not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Description of Purchased Assets being real property

PIN: 28106-0092 (LT)

Description: PT LT 1 E OF GEORGE ST & N OF BROCK ST(PETERBOROUGH), AS IN R423530; CITY OF PETERBOROUGH.

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

<u>Registration Number</u>	<u>Registered Instrument Type</u>
<u>PE376524</u>	<u>Application to Register Court Order</u>

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

(unaffected by the Vesting Order)

The following encumbrances registered on title to the property based on the parcel register for the same bearing land registry office 65 PIN 29374-0012 (LT):

<u>Registration Number</u>	<u>Registered Instrument Type</u>
<u>PE262925</u>	<u>Registrar's Order</u>

PAUL JOSEPH DIETRICH

-and-

STEVEN ROBERT MCLAREN

Applicant

Respondent

Court File No. CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for Albert Gelman Inc. in its capacity as
court-appointed liquidator

Document comparison by Workshare 10.0 on Tuesday, December 13, 2022 7:51:56 PM

Input:	
Document 1 ID	file:///U:\BBissell\102197.0004 - Albert Gelman Inc. re Liquidation of 1950941 Ontario Inc. et al\Pleadings\motion returnable Dec 21 2022 re 144 Brock\approval-and-vesting-order-EN (2).doc
Description	approval-and-vesting-order-EN (2)
Document 2 ID	file:///U:\BBissell\102197.0004 - Albert Gelman Inc. re Liquidation of 1950941 Ontario Inc. et al\Pleadings\motion returnable Dec 21 2022 re 144 Brock\draft AVO, v3.doc
Description	draft AVO, v3
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	

Padding cell	
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Statistics:	
	Count
Insertions	151
Deletions	145
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	296

Tab 5

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM)
)
JUSTICE KIMMEL)
)

WEDNESDAY, THE 21ST
DAY OF DECEMBER, 2022

B E T W E E N :

PAUL JOSEPH DIETRICH

Applicant

- and -

STEVEN ROBERT MCLAREN

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the
Business Corporation Act, R.S.O. 1990, c. B16

ORDER

THIS MOTION made by Albert Gelman Inc. (“AGI”) in its capacity as liquidator (in such capacity, the “**Liquidator**”) appointed pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 over all of the assets, undertakings and properties of 1827403 Ontario Inc., 1853997 Ontario Inc., 1885926 Ontario Inc., 1950940 Ontario Inc., 1950941 Ontario Inc. and 1950979 Ontario Inc. was heard before me this day at 330 University Avenue, Toronto, by videoconference.

ON READING the third report of the Liquidator dated December 13, 2022 (the “**Third Report**”) and on hearing the submissions of counsel for the Liquidator and such other counsel as were present as may be indicated on the counsel slip, no one else appearing despite being served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Third Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
 2. THIS COURT ORDERS that the Third Report as well as the activities described therein are hereby approved, provided, however, that only AGI in its personal capacity and with respect to its personal liability shall be entitled to rely upon or utilize in any way such approval.
 3. THIS COURT ORDERS that the fees, costs and expenses of the Liquidator including those of its lawyers, Goldman Sloan Nash & Haber LLP, as set out in the fee affidavits appended to the Third Report be and are hereby approved, and that the Liquidator is hereby authorized and directed to pay the same from available funds.
 4. THIS COURT ORDERS that this order is effective as of its date at 12:01 am and does not need to be issued or entered.
-

PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced in TORONTO

ORDER

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Lawyers for Albert Gelman Inc. in its capacity as
court-appointed liquidator

Tab 6

Court File No. CV-22-00679109-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

PAUL JOSEPH DIETRICH

Applicant

– and –

STEVEN ROBERT MCLAREN.

Respondent

APPLICATION UNDER sections 207, 209 and 210 of the *Business Corporation Act*, R.S.O. 1990, c.
B16

**SERVICE LIST
(as of December 13, 2022)**

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PAUL JOSEPH DIETRICH

Applicant

-and-

STEVEN ROBERT MCLAREN

Respondent

Court File No. CV-22-00679109-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO

MOTION RECORD
(returnable December 21, 2022)

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court-appointed liquidator