

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL AND COMFORT CAPITAL INC**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. AND 2865594 ONTARIO INC.**

Respondent

**FIRST REPORT TO COURT
OF ALVAREZ & MARSAL CANADA INC. IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER OF 17 BRONTE STREET SOUTH, MILTON, ONTARIO
AND NOT IN ITS PERSONAL CAPACITY**

January 11, 2024

TABLE OF CONTENTS

1.0	INTRODUCTION	3
2.0	TERMS OF REFERENCE AND DISCLAIMER	3
3.0	PURPOSE OF THIS REPORT	4
4.0	BACKGROUND.....	6
5.0	SECURITY REVIEW	6
6.0	MARKETING PROCESS	10
7.0	RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	18
8.0	PROPOSED DISTRIBUTIONS.....	19
9.0	SEALING ORDER.....	20
10.0	FEES OF THE RECEIVER AND ITS LEGAL COUNSEL	21
11.0	ACTIVITIES OF THE RECEIVER SINCE THE RECEIVERSHIP DATE	22
12.0	REMAINING RECEIVERSHIP MATTERS AND DISCHARGE	23
13.0	CONCLUSIONS AND RECOMMENDATIONS	24

Appendix A – Form of Discharge Certificate

Appendix B – Bamburg Payout Statement

Appendix C– CWTC Payout Statement

Appendix D – GTA Payout Statement

Appendix E – CBRE Listing Agreement

Appendix F – Property Marketing Materials

Appendix G – Redacted Sale Agreement

Appendix H – Ferguson Affidavit

Appendix I – Chaitons Affidavit

Confidential Appendix 1 – Appraisal of the Property dated August 28, 2023

Confidential Appendix 2 – Bid Summary

Confidential Appendix 3 – Unredacted Sale Agreement

1.0 INTRODUCTION

- 1.1 This report (the “**First Report**”) is filed by Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as Court-appointed receiver (the “**Receiver**”) of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (collectively the “**Property**”).
- 1.2 Pursuant to an order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (the “**Court**”) made on August 15, 2023 with an effective date of August 17, 2023 (the “**Receivership Date**”) upon application by C&K Mortgage Services Inc. (“**C&K**”), Bamburgh Holdings Inc. (“**Bamburg**”), Yerusha Investments Inc. (“**Yerusha**”), 1008118 Ontario Limited (“**1008118**” and together with Bamburg and Yerusha, the “**Bronte Senior Lenders**”), Canadian Western Trust Company (“**CWTC**”), E. Manson Investments Ltd., Cory Noorlander, B & M Handelman Investments Ltd., Carol Handelman, Beatryce Spiegel, Randy Spiegel, Stacey Spiegel and Comfort Capital Inc. (collectively, the “**Applicants**”), A&M was appointed Receiver of the Property.

2.0 TERMS OF REFERENCE AND DISCLAIMER

- 2.1 In preparing this First Report, the Receiver has relied upon unaudited financial information, books and records and other documents provided by and discussions with management of Village Development Inc. (“**Village**”) (the “**Information**”).
- 2.2 The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner

that would wholly or partially comply with Canadian Auditing Standards (“CASs”) pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.

2.3 This First Report has been prepared for the purposes described below and to assist the Court in making a determination of whether to approve the relief sought described below. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report different than the provisions of this paragraph.

2.4 Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

2.5 Further information about the Property, its background and copies of materials filed in the Proceedings are available on the Receiver’s website at: <https://www.alvarezandmarsal.com/17bronte> (the “Case Website”).

3.0 PURPOSE OF THIS REPORT

3.1 The purpose of this First Report is to:

- (a) provide background information regarding the Property;
- (b) describe the Receiver’s activities since the making of the Appointment Order and the Receiver’s intended course of action in respect of these receivership proceedings (the “Receivership Proceedings”);

- (c) provide the Court with a summary of the Receiver's cash receipts and disbursements ("**R&D**") for the period August 17, 2023 to January 9, 2024;
- (d) support the Receiver's motion for an order (the "**Approval and Vesting Order**"), among other things:
 - (i) approving the transaction (the "**Transaction**") contemplated by the Agreement of Purchase and Sale between the Receiver and GTA Solid Contracting Inc. ("**GTA**" or the "**Purchaser**") dated November 27, 2023 (the "**Sale Agreement**"); and
 - (ii) vesting title to the Property in the Purchaser, free and clear of claims and encumbrances, other than claims and encumbrances specifically provided for in the Sale Agreement, upon closing of the Transaction and the delivery of a Receiver's Certificate (as defined herein);
- (e) support the Receiver's motion for an order (the "**Ancillary Order**"), among other things:
 - (i) sealing the Confidential Appendices to this First Report until the closing of the sale of the Property;
 - (ii) authorizing the Receiver to make the proposed Distributions (as defined herein);
 - (iii) approving this First Report and the activities of the Receiver described herein;
 - (iv) approving the fees and disbursements of the Receiver and of the Receiver's independent counsel, Chaitons LLP ("**Chaitons**"); and

- (v) approving the discharge of the Receiver upon filing of the Discharge Certificate in the form substantially as set out as Appendix “A”.

4.0 BACKGROUND

- 4.1 Further background on the Property, as well as a description of the circumstances leading to the appointment of the Receiver, are contained in the application record filed by the Applicants and posted to the Case Website.
- 4.2 The Property is a vacant development site of approximately 7,300 square feet located in the Town of Milton.
- 4.3 The Property is owned by Village, a corporation controlled by Paul DeBattista, a real estate developer residing in Milton, Ontario.
- 4.4 The proposed development of the Property envisioned a two-storey office building with two residential units on the second floor (the “**Project**”) with a total gross floor area of approximately 3,200 square feet. Pursuant to a Site Plan Approval letter dated May 26, 2022, Village received site plan approval for the Project from the Town of Milton.
- 4.5 As of the Receivership Date, construction of the Project had yet to commence, and the Receiver understands that no units within the Project have been sold.

5.0 SECURITY REVIEW

- 5.1 The Receiver has obtained a legal opinion from its independent counsel, Chaitons, confirming that the charges registered against title to the Property as listed below (the

“**Charges**”) are valid and enforceable, subject to certain assumptions and qualifications typically included in opinions provided to trustees or receivers in insolvency proceedings.

5.2 The Receiver understands that the relative priorities of the Charges are as follows, based on their order of registration, postponements of interest granted and registered against the Property, and independent confirmation by each of the creditors listed below (and/or their respective counsel):

- (a) First – the charge in favour of the Bronte Senior Lenders in the principal amount of \$400,000 (the “**Bamburg Charge**”);
- (b) Second – the charge in favour of CWTC in the principal amount of \$300,000 (the “**CWTC Charge**”);
- (c) Third – the charge in favour of GTA in the principal amount of \$300,000 (the “**GTA Charge**”); and
- (d) Fourth – the charge in favour of John Robinson in the principal amount of \$200,000 (the “**Robinson Charge**”).

Bamburg Charge

5.3 The Receiver understands that the Bamburg Charge was granted by Village in favour of the Bronte Senior Lenders in connection with a loan pursuant to a commitment letter dated March 5, 2020 (the “**Bamburg Commitment Letter**”).

5.4 Based on the Receiver’s review of an acknowledgement dated March 9, 2020 signed by Village and through independent confirmation from Mr. DeBattista, the Receiver is

satisfied that the Bronte Secured Lenders advanced funds pursuant to the Bamburg Commitment Letter.

- 5.5 The Bronte Senior Lenders have produced a payout statement that shows that, as of January 9, 2024, the aggregate amount owed by Village to the Bronte Senior Lenders and secured by the Bamburg Charge was approximately \$492,000 for principal, interest, fees and costs. A copy of Bamburg’s payout statement is attached as Appendix “**B**”. The Receiver is satisfied with the calculations in this payout statement.

CWTC Charge

- 5.6 The Receiver understands that the CWTC Charge was granted by Village in favour of CWTC in connection with a loan pursuant to a commitment letter dated June 7, 2021 (the “**CWTC Commitment Letter**”).
- 5.7 Based on the Receiver’s review of a direction and acknowledgement dated June 22, 2021 signed by Village and through independent confirmation from Mr. DeBattista, the Receiver is satisfied that CWTC advanced funds pursuant to the CWTC Commitment Letter.
- 5.8 CWTC has produced a payout statement that shows that, as of January 9, 2024, the aggregate amount owed by Village to CWTC and secured by the CWTC Charge was approximately \$366,000 for principal, interest, fees and costs. A copy of CWTC’s payout statement is attached as Appendix “**C**”. The Receiver is satisfied with the calculations in this payout statement.

GTA Charge

- 5.9 The Receiver understands that the GTA Charge was granted by Village in favour GTA in connection with a loan pursuant to a commitment letter dated June 29, 2021 (the “**GTA Commitment Letter**”).
- 5.10 Based on evidence provided by GTA and through independent confirmation from Mr. DeBattista, the Receiver is satisfied that GTA advanced funds pursuant to the GTA Commitment Letter.
- 5.11 GTA produced a payout statement that shows that, as of November 30, 2023, the aggregate amount owed by Village to GTA and secured by the GTA Charge was approximately \$539,000 for principal, interest, fees and costs. A copy of GTA’s payout statement is attached as Appendix “D”. The Receiver is satisfied with the calculations in this payout statement.

Robinson Charge

- 5.12 The Receiver has requested from Village but has not received any loan documents in respect of the Robinson Charge. The Receiver understands that the Robinson Charge was registered against the Property on February 11, 2022.
- 5.13 As further described below, the Receiver does not expect there to be sufficient realizations on the Property to make a distribution to Mr. Robinson under the Robinson Charge.
- 5.14 The below table summarizes amounts owed for principal, interest and fees in respect of the Charges estimated as at the date of this First Report. Interest continues to accrue, and

balances may not fully reflect all fees, costs and expenses that the creditors may be entitled to claim in addition to the amounts below:

\$'000s	
Bamburg Charge	\$492,512
CWTC Charge	366,475
GTA Charge	543,594
Robinson Charge	200,000 ¹
Total	\$1,602,582

6.0 MARKETING PROCESS

6.1 Paragraph 4 of the Appointment Order authorizes, among other things, the Receiver to:

- (a) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
- (b) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order.

¹ The Receiver was unable to obtain a payout statement, amount reflects principal balance registered on the Property.

6.2 The Receiver commissioned Hendren Alcamo Real Estate Appraisals Ltd. to complete an independent appraisal of the Property (the “**Appraisal**”). A copy of the Appraisal is attached hereto as **Confidential Appendix “1”**.

Engagement of CBRE

6.3 To assist in marketing the Property for sale, the Receiver engaged CBRE Limited (“**CBRE**”) for the development and implementation of the real property sale process (the “**Marketing Process**”) for the following reasons:

- (a) CBRE is a leading commercial real estate brokerage firm in North America;
- (b) the CBRE team managing the mandate has extensive experience buying, selling underwriting and managing projects involving undeveloped land in the Greater Toronto Area;
- (c) the commission rate of 5.0%², including any co-operating brokerage fees, proposed by CBRE is comparable to fee arrangements in comparable formal restructuring proceedings of a similar scale and the Receiver is of the view that the commission rate is reasonable as it is in line with market standards for engagements of a similar nature; and
- (d) the Applicants supported the engagement of CBRE.

6.4 A copy of the CBRE Listing Agreement is attached hereto as Appendix “E”.

² Because the Transaction represents a partial credit bid with no cooperating brokerage, CBRE has agreed to reducing its commission rate to 2.0% in the event the Court approves the Transaction.

DeBattista Offer

- 6.5 The Receiver received an offer from Mr. DeBattista on September 15, 2023 (the “**DeBattista Offer**”). The DeBattista Offer contemplated, among other things, a \$50,000 deposit to be paid upon the Purchaser providing satisfactory proof of financing. No proof of financing was provided to the Receiver.
- 6.6 In addition, throughout these Receivership Proceedings, Mr. DeBattista advised the Receiver on numerous occasions that a refinancing was imminent and on October 11, 2023 Mr. DeBattista’s counsel advised that a motion was to be scheduled to discharge the Receiver on the basis that a refinancing deal has been reached with all secured creditors. The Receiver was never informed of the date of the hearing and subsequently, Mr. DeBattista’s counsel advised that the motion had been vacated when it became apparent that refinancing had not been secured and the Debtor was not in a position to seek the discharge of the Receiver.
- 6.7 In light of the significant uncertainty and transaction risk associated with the DeBattista Offer, the Receiver focused its efforts on the Marketing Process.

Marketing Process

- 6.8 Marketing of the Property commenced on September 28, 2023. Steps taken by the Receiver and CBRE in connection with the Marketing Process included the following:
- (a) providing email notification of the acquisition opportunity to approximately 1,500 industry contacts, including investors and developers;
 - (b) posting the acquisition opportunity on the MLS system (the “**MLS Listing**”);

- (c) posting signage at the Property to advertise the acquisition opportunity (the “**Marketing Signage**”);
- (d) preparing marketing materials to outline and highlight the features of the Property (the “**Marketing Brochure**”) and to provide interested parties with a form of the Confidentiality Agreement (“**CA**”); and
- (e) establishing a virtual data room (the “**VDR**”) and granting access to interested parties who entered into a CA with the Receiver.

Copies of the MLS Listing, the Marketing Brochure and the Marketing Signage is attached hereto as Appendix “**F**”.

- 6.9 During the Marketing Process, five parties executed CAs and were provided access to the VDR. Ultimately, one party (the “**Bidder**”) submitted an offer on October 26, 2023 (the “**Initial Offer**”).
- 6.10 Upon review of the Initial Offer, the Receiver, in consultation with the Applicants, determined that the purchase price was not acceptable as it was below the appraised value of the Property and would result in material shortfalls to certain secured creditors.
- 6.11 In consultation with the Receiver, CBRE engaged in negotiations with the Bidder to encourage it to improve upon the Initial Offer. The Bidder ultimately submitted two amended offers (together with the Initial Offer, the “**MLS Offer**”) which reflected improved economic terms but nonetheless would have resulted in material shortfalls for both CWTC and GTA.

GTA Offer

- 6.12 On September 1, 2023, GTA reached out to the Receiver through its counsel to indicate its interest in refinancing the amounts owed to the Bronte Senior Lenders and CWTC. Subsequently, on November 8, 2023, GTA informed the Receiver that it was instead considering making an offer for the Property through a combination of cash and credit bid for a portion of the amount owing under the GTA Charge (the “**GTA Debt**”). The Receiver informed GTA it was welcome to submit an offer, but it would not be privy to the details of other bids received during the Marketing Process.
- 6.13 On November 14, 2023, GTA submitted an offer on the Property in the form of an agreement of purchase and sale which provided for a purchase price superior to the MLS Offer and included a deposit of \$5,000.
- 6.14 The Receiver and Chaitons engaged in multiple discussions with GTA’s counsel in an effort to clarify and increase the overall value of the GTA Offer. On November 17, 2023 GTA amended its offer to, among other things, increase the deposit from \$5,000 to \$50,000.
- 6.15 After extensive discussions and consideration of all offers received, the Receiver selected the GTA Offer as the successful bid considering, among other things, that it provided the highest valuation for the Property.
- 6.16 To assist the Court in assessing the proposed Transaction, the Receiver prepared a Bid Summary of all the offers that were submitted to the Receiver during these Receivership Proceedings, which is attached as **Confidential Appendix “2”** to this First Report.

6.17 On November 27, 2023, GTA and the Receiver finalized the Sale Agreement, a redacted copy of which is attached hereto as Appendix “G” and an unredacted copy of which is attached hereto as **Confidential Appendix “3”**. Key aspects of the Sale Agreement are summarized in the following table:

Summary of Certain Key Terms of the Transaction (Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Sale Agreement)	
Purchase Price	Sealed pending completion of the Transaction. Details contained in Confidential Appendix “3”.
Deposit	Fifty Thousand Dollars (the “ Deposit ”) (delivered to the Receiver).
Purchase Price Adjustments	The Purchase Price for the Property shall be adjusted as of the Closing Date in respect of realty taxes and all other items usually adjusted in purchase transactions involving real property in the context of a receivership sale.
Closing Conditions	(a) Purchaser arranging, at the Purchaser’s own expense, a first charge mortgage within 10 business days (the “ Financing Condition ”). (b) The Property be conveyed to the Purchaser free and clear of existing mortgages, charges and notices registered against title to the Property with the exception of Permitted Encumbrances.
Closing Date	The later of: (i) the first Business Day following the date that is ten days following the date on which the Approval and Vesting Order is issued by the Court; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; or, if the Parties agree, such other date as agreed in writing by the Parties.

- 6.18 On December 15, 2023³, GTA through its counsel, waived the Financing Condition. The Receiver understands that the Purchaser has made arrangements with C&K to finance the Transaction.
- 6.19 Pursuant to the Sale Agreement, on the Closing Date, the Purchaser is to pay and satisfy the Purchase Price as follows:
1. Amounts owing which rank *pari passu* or in priority to the Bamburg Charge (the “**Priority Payables**”), including but not limited to accrued realty taxes⁴, fees of the Receiver and its counsel, the Receiver’s Borrowings and real estate commissions, less the Deposit shall be wired to the Receiver;
 2. Amounts owing in respect to the Bamburg Charge shall be wired to the Receiver;
 3. Amounts owing in respect to the CWTC Charge shall be wired to the Receiver; and
 4. The difference between (a) the Purchase Price and (b) the sum of the Priority Payables, the Bamburg Charge and the CWTC Charge (the “**Credit Bid Amount**”) shall be satisfied by way of reduction of the GTA Debt upon closing on a dollar-for-dollar basis.
- 6.20 As certain components of the Priority Payables are expected to be estimates as of the Closing Date, the Sale Agreement provides that the Priority Payable shall be reasonably estimated by the Receiver and provided to the Purchaser three business days prior to the Closing Date and both parties shall reconcile and make the appropriate adjustments to the Priority Payables within 30 days of the Closing Date. If the adjustments to the Priority

³ On December 8, 2023, GTA requested to extend the time allowed to waive the Financing Condition to December 14, 2023 and subsequently a further extension to December 15, 2023.

⁴ Pursuant to a Certificate of the Treasurer issued by the Town of Milton, tax arrears, including interest and penalties, owing on the Property total \$23,891 as of January 2, 2024.

Payables calculation result in excess cash received by the Receiver, the Receiver intends to return such excess cash to the Purchaser.

6.21 A summary of the estimated Priority Payables is as follows:

\$'000s	
Property Taxes	\$23,891
CBRE Fee	32,250
Professional Fees	65,000
Receiver's Borrowings, including interest and fees	26,126
Less: Cash on Hand	(19,391)
Total Estimated Priority Payables	\$127,876

6.22 Pursuant to the proposed Approval and Vesting Order, the Receiver is seeking the approval of the proposed Transaction and the vesting of the Property's title in the Purchaser, free and clear of all interests, liens, charges, and encumbrances, other than certain permitted encumbrances, with such vesting being effective upon the filing of the Receiver's Certificate (as defined in the Approval and Vesting Order) with the Court.

6.23 The Receiver recommends that the Court approve the Sale Agreement for the following reasons:

- (a) the Marketing Process appropriately exposed the Property to the market on a broad basis to obtain the best transaction;
- (b) the Purchaser has provided a deposit and the Receiver engaged in conversations with C&K and is satisfied that the Purchaser has arranged for financing to close the transaction by the Closing Date;

- (c) the Purchase Price represents the highest bid received during the Marketing Process;
- (d) no further diligence is required by the Purchaser to complete the Transaction and the only substantial remaining condition to closing is receipt of the Approval and Vesting Order; and
- (e) the Purchase Price is in excess of the value ascribed to the Property in the Appraisal.

7.0 RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

7.1 A summary of the Receiver's Statement of Receipts and Disbursements for the period August 17, 2023 to January 9, 2024 (the "**Reporting Period**") is provided below:

Receipts & Disbursements	
For the period of 8/17/2023 to 1/9/2024	
\$	
Receipts	
Receiver's Certificate Advances	25,000
Interest	617
Total Receipts*	\$ 25,617
Disbursements	
Property Insurance	2,419
Appraisal	3,000
Interest	308
Bank Fees & Other	109
HST Paid	390
Total Disbursements	\$ 6,226
Net Cash Flow	\$ 19,391
Opening Cash Balance	-
Net Cash Flow	\$ 19,391
Ending Cash Balance	\$ 19,391
* Excludes the Deposit of \$50,000	

7.2 Pursuant to the Appointment Order, the Receiver was authorized to borrow up to \$1 million by way of Receiver Certificates. As of the date of this First Report, the Receiver has issued

one Receiver's Certificate, totaling \$25,000. The Receiver's Certificates bear interest at 12% per annum and are subject to a 1% commitment fee (the "**Receiver's Borrowings**").

7.3 Pursuant to the Appointment Order, the Receiver's Borrowings are secured by the Receiver's Borrowings Charge which ranks in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, but subordinate in priority to the Receiver's Charge and certain other charges as set out in the BIA.

7.4 Disbursements for the Reporting Period totalled \$6,236 and comprised primarily of:

(a) insurance costs of \$2,419;

(b) Appraisal cost of \$3,000

(c) HST paid on fees and costs of \$390; and

(d) Receiver's Certificate interest, bank fees, and other costs of \$417.

8.0 PROPOSED DISTRIBUTIONS

8.1 If the Sale Agreement is approved and the sale of the Property to the Purchaser is completed, the Receiver seeks the Court's approval to make a distribution or distributions upon closing of the Transaction to pay:

(a) Receiver's Borrowings plus interest and other chargeable amounts;

(b) amounts owing to the Bronte Senior Lenders under the Bamburg Charge, including interest, fees, and other recoverable amounts; and

(c) amounts owing to CWTC under the CWTC Charge, including interest, fees, and other recoverable amounts (collectively, the "**Distributions**")

- 8.2 As described above, the Receiver understands that the Purchaser is arranging for financing to complete the Transaction with C&K. The Receiver intend to work with the Purchaser and C&K on finalizing the flow of funds upon close of the Transaction.
- 8.3 In light of the Purchase Price, the Receiver does not expect any distributions in respect of amounts owing to Mr. Robinson under the Robinson Charge.
- 8.4 As indicated in Section 5.0, the Receiver has obtained a legal opinion from Chaitons confirming that the Charges are valid and enforceable, subject to certain assumptions and qualifications typically included in opinions provided to trustees and receivers in insolvency proceedings.

9.0 SEALING ORDER

- 9.1 The Confidential Appendices contain confidential and commercially sensitive information related to the Marketing Process and the Transaction, including information regarding the offers received throughout these Receivership Proceedings, which if disclosed would be harmful and materially prejudicial to the receivership estate and the stakeholders of the Property in the event of any further marketing of the Property if the Transaction does not close as anticipated.
- 9.2 The Receiver recommends that this information be sealed pending closing of the Transaction.

10.0 FEES OF THE RECEIVER AND ITS LEGAL COUNSEL

- 10.1 Pursuant to paragraphs 19 and 20 of the Appointment Order, the Receiver and Chaitons are entitled to be paid their reasonable fees and disbursements at their standard rates and charges and are required to pass their accounts from time to time.
- 10.2 During the period from August 17, 2023 to January 6, 2024 (the “**A&M Application Period**”), the Receiver expended a total of 44.2 hours in connection with this matter, giving rise to fees and disbursements totaling \$30,117.83 (inclusive of disbursements of \$190.95 and HST of \$3,464.88). The Receiver estimates that its fees and expenses from January 7, 2024 to its discharge will not exceed \$10,000, plus HST. Details of the hours spent, the hourly rates and total fees and disbursements for the Receiver for the A&M Application Period, are included in the Affidavit of Stephen J. Ferguson sworn on January 11, 2024 and attached hereto as Appendix “**H**” (the “**Ferguson Affidavit**”).
- 10.3 The Receiver believes that the invoice attached to the Ferguson Affidavit accurately reflect the work that was done in connection with this matter and that all of the time spent by the Receiver was reasonable and necessary.
- 10.4 During the period from June 7, 2023 to November 30, 2023 (the “**Chaitons Application Period**”), Chaitons expended a total of 7.75 hours in connection with this matter, giving rise to fees and disbursements totaling \$7,269.05 (comprised of fees of \$6161.25, of disbursements of \$285.03, and HST of \$822.77). Chaitons estimates that its fees and expenses from December 1, 2023 to its discharge will not exceed \$15,000, plus disbursements and HST. Details of the hours spent, the hourly rates and total fees and disbursements for the Receiver for the Chaitons Application Period, are included in the

Affidavit of George Benchetrit sworn on January 11, 2024 and attached hereto as Appendix “I” (the “Chaitons Affidavit”).

10.5 The Receiver confirms that the fees and disbursements set out in the Chaitons Affidavit relate to advice and assistance sought by the Receiver. It is the Receiver’s view that the fees and disbursements of Chaitons are reasonable and appropriate in the circumstances.

10.6 Assuming no unforeseen expenses, the Receiver estimates that total fees and disbursements to conclude the Receivership Proceedings will not exceed \$25,000 plus disbursements, bank charges, miscellaneous other costs and HST.

11.0 ACTIVITIES OF THE RECEIVER SINCE THE RECEIVERSHIP DATE

11.1 In addition to the activities described above, since the Receivership Date, the primary activities of the Receiver have included the following:

- (a) attended at and photographed the Property, secured the premises, posted signage in respect of these Receivership Proceedings and ensured the Property’s modular fencing was in place;
- (b) sent a notice to creditors of the Property pursuant to section 245 and 246(1) of the *Bankruptcy and Insolvency Act*;
- (c) obtained information regarding the Property, including books and records relating to the Property from Village;
- (d) held discussions with Mr. DeBattista in respect of the Property and the proposed Project;
- (e) obtained insurance coverage for the Property;

- (f) engaged Chaitons as independent counsel;
- (g) arranged for Chaitons to register a copy of the Appointment Order against title to the Property;
- (h) established and maintained the Case Website for these Receivership Proceedings; and
- (i) prepared this First Report and brought this motion.

12.0 REMAINING RECEIVERSHIP MATTERS AND DISCHARGE

12.1 The only remaining anticipated matters to be completed in connection with the administration of the Receivership Proceeding are as follows:

- (a) attending at Court in respect to this motion;
- (b) responding to information requests from creditors and other stakeholders;
- (c) subject to the approval of the Court, closing the proposed Transaction;
- (d) making the proposed Distributions;
- (e) preparing the Receiver's final report and statement of accounts as required by s. 246(3) of the BIA; and
- (f) other administrative matters related to the Receiver's appointment.

12.2 The Receiver is seeking approval of its discharge at this time as following the closing of the proposed Transaction and the payment of the proposed Distributions, there will be no remaining assets in respect of these Receivership Proceedings.

13.0 CONCLUSIONS AND RECOMMENDATIONS

13.1 Based on the foregoing, the Receiver respectfully requests that Court make an order granting the relief sought in the Receiver's Notice of Motion and as described in Section 3.0 of this First Report.

All of which is respectfully submitted this 11th day of January 2024.

**Alvarez & Marsal Canada Inc.,
in its capacity as Court-appointed Receiver of
17 Bronte Street South, Milton, Ontario
and not in its personal capacity**



Per: Stephen Ferguson
Senior Vice-President

Appendix A – Form of Discharge Certificate

Schedule "A"

Court File No. CV-23-00700497-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL and COMFORT CAPITAL INC.**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. and 2865594 ONTARIO INC.**

Respondents

RECEIVER'S CERTIFICATE

Pursuant to an Order of the Honourable Justice ● dated January ●, 2024 (the "**Discharge Order**"), the Ontario Superior Court of Justice (Commercial List) ordered that Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the Court-appointed receiver (the "**Receiver**") of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (the "**Property**"), with such discharge to be effective upon the Receiver filing a certificate with this Court certifying that the Receiver has completed the sale of the Property, and other activities described in the First Report of the Receiver dated January 11, 2024 (the "**Report**").

THE UNDERSIGNED HEREBY CERTIFIES as follows:

In accordance with Paragraph 5 of the Discharge Order, the Receiver certifies that it has completed the distributions, refunds, and other activities described in the Report.

This Certificate was delivered by the Receiver at _____ on _____, 2024.

**Alvarez & Marsal Canada Inc., in its capacity
as the Court-appointed receiver of the lands
and premises municipally known as 17 Bronte
Street South, Milton, Ontario, and not in its
personal capacity**

Per: _____

Name:

Title:

Appendix B – Bamberg Payout Statement

January 9, 2024

Village Developments Inc.
7686 APPLEBY LINE
MILTON, ON L9E 0N1

MORTGAGE STATEMENT

RE: First Mortgage on 17 Bronte Street South, MILTON, ON

The amount owing on the above mortgage is calculated as follows:

Principal as at	March 1, 2023			\$	400,000.00
Interest on late payments to	April 1, 2023				692.30
Interest to	April 1, 2023				4,000.00
Late Interest to	May 1, 2023				46.92
Interest to	May 1, 2023				4,000.00
Late Interest to	June 1, 2023				87.39
Interest to	June 1, 2023				4,000.00
Late Interest to	July 1, 2023				128.27
Interest to	July 1, 2023				4,000.00
Late Interest to	August 1, 2023				169.55
Interest to	August 1, 2023				4,000.00
Late Interest to	September 1, 2023				211.24
Interest to	September 1, 2023				4,000.00
Late Interest to	October 1, 2023				253.36
Interest to	October 1, 2023				4,000.00
Late Interest to	November 1, 2023				295.89
Interest to	November 1, 2023				4,000.00
Late Interest to	December 1, 2023				338.85
Interest to	December 1, 2023				4,000.00
Late Interest to	January 1, 2024				382.24
Interest to	January 1, 2024				4,000.00
Late Interest to	January 9, 2024	8 Days @	14.01		112.08
Interest to	January 9, 2024	8 Days @	131.51		1,052.08
Late Payment	36 @	\$250 each			9,000.00
HST on	Late Payment				1,170.00
Statement fee	11 @	\$250			2,750.00
HST on	Statement fee				357.50
Statement fee					250.00
Fees for enforcement proceedings	33 Hours @	\$300			9,900.00
HST on	Fees for enforcement proceedings				1,287.00
Mortgage Extension/Renewal Fees					10,333.33
Protective Disbursements or payables					1,584.33
Legal fees					11,964.48
Total Due				\$	492,366.81

Per diem \$ 145.52 if payment not received by 1 PM.

This statement is valid until February 1, 2024

Yours truly,
C & K Mortgage Services Inc. O/A Rescom Capital

Additional legal fees may apply
Not valid for discharge

Eric Kis
Controller
eric@rescomcapital.com

e&oe

Appendix C– CWTC Payout Statement

January 9, 2024

Village Developments Inc.
 7686 APPLEBY LINE
 MILTON, ON L9E 0N1

Mortgage Statement

RE: Second Mortgage on 17 Bronte Street South, MILTON, ON

The amount owing on the above mortgage is calculated as follows:

Principal as at	March 1, 2023			\$	300,000.00
Interest on late payments to		April 1, 2023			670.12
Interest to	April 1, 2023				3,500.00
Late Interest to	May 1, 2023				48.65
Interest to	May 1, 2023				3,500.00
Late Interest to	June 1, 2023				90.05
Interest to	June 1, 2023				3,500.00
Late Interest to	July 1, 2023				131.94
Interest to	July 1, 2023				3,500.00
Late Interest to	August 1, 2023				174.31
Interest to	August 1, 2023				3,500.00
Late Interest to	September 1, 2023				217.18
Interest to	September 1, 2023				3,500.00
Late Interest to	October 1, 2023				260.54
Interest to	October 1, 2023				3,500.00
Late Interest to	November 1, 2023				304.42
Interest to	November 1, 2023				3,500.00
Late Interest to	December 1, 2023				348.80
Interest to	December 1, 2023				3,500.00
Late Interest to	January 1, 2024				393.70
Interest to	January 1, 2024				3,500.00
Late Interest to	January 9, 2024	8 Days @	\$	14.44	115.52
Interest to	January 9, 2024	8 Days @	\$	115.07	920.56
Late Payment		35 @	\$250 each		8,750.00
HST on	Late Payment				1,137.50
Statement fee		11 @	\$250 each		2,750.00
HST on	Statement fee				357.50
Statement fee					\$250
Fees for enforcement proceedings		30.5 Hours @	\$300		9,150.00
HST on	Fees for enforcement proceedings				1,189.50
Mortgage Extension/Renewal Fees					4,000.00
Protective Disbursements or payables					85.54
Total Due					\$ 366,345.83

Per diem \$ 129.51 if payment not received by 1 PM.

This statement is valid until February 1, 2024

Not valid for discharge
 Legal fees are on first mortgage statement

Yours truly,
 C & K Mortgage Services Inc. O/A Rescom Capital



Eric Kis
 Controller
eric@rescomcapital.com

e&oe

Appendix D – GTA Payout Statement

MORTGAGE PAYOUT STATEMENT

Date: November 14, 2023
To: ALVAREZ & MARSAL (CANADA) INC.
Re: Village Developments Inc. Existing 3rd mortgage in favour of GTA Solid Contracting Inc.
17 Bronte Street South, Milton ON
RLG File No. L23-392

Mortgage/Charge Registration Number: HR16855555
Registration Date: February 21, 2020
Legal Description:

PIN: 24952-0157 LT

PT LT 2 BLK 1 ON PL 7 BEING PT 2 ON PL 20R-19786; S/T EASE IN GROSS OVER PT 1 ON PL 20R-21184 AS IN HR1594215; TOWN OF MILTON

Principal Balance as of the date of this letter per the Mortgage Commitment	\$300,000.00
Interest from July 2021 to April 20, 2023 on Principal Balance (\$2,500.00 x 20 months)	\$50,000.00
Interest from April 20, 2023 to May 1, 2023 (\$82.19 per diem)	\$904.09
Mortgage Extension/Renewal Fee dated July 5, 2021	\$5,000.00
Mortgage Extension/Renewal Fee dated July 5, 2022	\$5,000.00
Additional Advance dated July 17, 2021	\$100,000.00
Interest re: July, 2021 Advance from July 17, 2021 to April 20, 2023 (\$833.33 x 20 months)	\$16,666.60
Interest from April 21, 2023 to November 30, 2023:	\$24,438.57
Additional Advance dated July October 28, 2020	\$22,000.00
Legal Fees as of November 14, 2023:	\$10,091.67
Anticipated Legal Fees Re: Receivership Application, Closing etc.	\$5,000.00
Total due to discharge:	\$539,100.93

Plus per diem at \$109.59 per day after 2:00 p.m. on November 30, 2023.

This statement is valid until November 30, 2023. The undersigned hereby directs you to make payment in the above amount to its solicitors: REGENCY LAW GROUP PROFESSIONAL CORPORATION, IN TRUST and this shall be your good sufficient authority for so doing.

GTA SOLID CONTRACTING INC.

Per : George Karagiannis

I have authority to bind the Corporation

E. & O.E.

Appendix E – CBRE Listing Agreement



Form 520

for use in the Province of Ontario

Listing Agreement - Commercial

Seller Representation Agreement

Authority to Offer for Sale



This is a Multiple Listing Service® Agreement



SF

(Seller's Initials)

OR

This Listing is Exclusive

EXCLUSIVE



(Seller's Initials)

BETWEEN:

CBRE Limited, Real Estate Brokerage

BROKERAGE:

(the "Listing Brokerage") Tel. No. +1 416 494 0600

ALVAREZ AND MARSAL CANADA INC. SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF THE REAL PROPERTY

SELLER: LOCATED AT 17 BRONTE STREET SOUTH, MILTON, ONTARIO AND NOT ITS PERSONAL OR CORPORATE CAPACITY (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 17 Bronte Street South, Milton ON

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, (the "Property")

commencing at 12:01 a.m. on the 18th 28th day of September, 2023

until 11:59 p.m. on the 18th day of March, 2024 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.



to offer the Property for sale at a price of:

One Million Two Hundred Fifty Thousand

Dollars (\$CDN) \$1,250,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 5.0 % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of^{2.0} % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within⁹⁰ days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have 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 Seller further understands and acknowledges that 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.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

DS
[Signature]

INITIALS OF SELLER(S):

[Signature]



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- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.~~
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.~~
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. ~~The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.~~
The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:


consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

X
(Does Not)

- 13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. CONFLICT OR DISCREPANCY:** If there is any 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 Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 17. SCHEDULE(S)** A and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.


(Authorized to bind the Listing Brokerage)
02485002FA674F6...

9/18/2023
(Date)

Daniel Reid
(Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

ALVAREZ AND MARSAL CANADA INC. SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF THE REAL PROPERTY LOCATED AT 17 BRONTE STREET SOUTH, MILTON, ONTARIO AND NOT ITS PERSONAL OR CORPORATE CAPACITY
(Name of Seller)


(Signature of Seller/Authorized Signing Officer)

 Sep 18, 2023
(Seal) (Date)

(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

 (Seal) (Date)

(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property 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 further any transaction provided for herein.

(Spouse)

 (Seal) (Date)

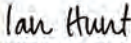
(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Ian Hunt
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

DocuSigned by:



(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 14th day of September, 2023


(Signature of Seller)


(Date)

(Signature of Seller)

(Date)



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Schedule A to the Listing Agreement

THIS AGREEMENT made as of the 18th day of September 2023.

BETWEEN:

**ALVAREZ AND MARSAL CANADA INC. SOLELY IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER OF THE REAL PROPERTY LOCATED AT 17 BRONTE
STREET SOUTH, MILTON, ONTARIO
AND NOT ITS PERSONAL OR CORPORATE CAPACITY
(the "Seller" or "Vendor")**

OF THE FIRST PART

- and -

**CBRE LIMITED, REAL ESTATE BROKERAGE
("CBRE" or the "Advisor")**

OF THE SECOND PART

WHEREAS:

- (a) The Vendor acts in its capacity as court-appointed receiver and manager of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (collectively the "**Property**"). The Vendor was appointed by Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the "**Court**") dated August 15, 2023 (the "**Appointment Order**");
- (b) Subject to approval of the Court as to any sale, the Vendor has the power and authority to offer for sale the Property;
- (c) The Vendor seeks to offer the Property for sale on the open market to prospective purchasers (the "**Prospects**"); and
- (d) The Vendor has agreed to appoint CBRE as its exclusive agent and advisor while CBRE has agreed to accept such appointment on the terms and conditions provided herein.

INITIALS OF LISTING BROKERAGE

DS


INITIALS OF SELLER(S):



NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of CBRE's services in accordance with the covenants and agreements contained herein (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto covenant, agree and represent as follows:

1. Responsibilities of CBRE

CBRE shall act as the advisor to the Vendor in the identification, solicitation of and negotiations with Prospects for the Property and shall use its best commercial efforts to obtain commitments from such Prospects. CBRE shall promote and protect the best interests of the Vendor and shall bring its professional expertise to perform its obligations under this Agreement.

Without limiting the generality of the foregoing, CBRE shall:

- a) upon receipt of the Vendor's instructions as outlined below, offer the Property for sale for a list price of \$1,250,000 on the Multiple Listings Service ("**MLS**");
- b) facilitate an open and fair market process for the sale for the Property, provide recommendations to the Vendor on appropriate strategy, and provide professional advisory services related to the sale of the Property including, vetting of Prospects, financial and non-financial analysis of received offers and negotiating the fair market price for the offering;
- c) prepare the promotional material for the Property;
- d) assemble and package due diligence materials in a virtual data room;
- e) diligently advertise the availability of the Property, provided that no advertisement, notice, flyer, brochure or other document (the "**Advertisement**") relating to the Property shall be disclosed to the public by CBRE unless and until such Advertisement has been previously reviewed and approved by the Vendor. CBRE agrees and acknowledges that the Vendor has the sole discretion to approve or reject any Advertisement presented by CBRE, in its sole discretion;
- f) actively promote the offering in its day-to-day activities and contacts with Prospects and within the real estate community;
- g) send the relevant marketing materials to the Prospects who inquire as well as disseminate the offering to the public market on MLS as agreed to in the preceding OREA Listing Agreement;
- h) place advertisement in the Globe & Mail – Real Estate section upon request by the Vendor;

INITIALS OF LISTING BROKERAGE

DS


INITIALS OF SELLER(S):



- i) cooperate with other brokerages/agents (the **"Cooperating Brokerage"**), introducing to Prospects to whom CBRE is not already dealing or has not solicited. CBRE shall provide marketing information to Cooperating Agents;
- j) ensure that all offers made by Prospects are in writing and that such offers shall be submitted promptly to the Vendor, including offers received from Cooperating Agents. CBRE acknowledges that it has no authority to promise, commit or bind itself or the Vendor to any offers and/or counteroffers made by Prospects or accept any such offers and/or counter offers on behalf of the Vendor;
- k) as required by the Vendor, report verbally and in writing to the Vendor and provide ongoing information reflecting the status of the offering;
- l) not disclose to any person or entity during the Term (as hereinafter defined) and after the expiry or earlier termination of the Agreement any information concerning the Vendor, the Property and any Prospects unless the information is not considered to be confidential by the Vendor unless the Vendor has first agreed to such disclosure; and
- m) provide such other advice or services as may be required by the Vendor.

2. Authority of the Advisor

CBRE shall have authority to:

- a) Promote the sale of the Property as described above;
- b) Identify CBRE as the listing brokerage to Prospects and cooperating agents;
- c) Distribute to Prospects all marketing material regarding the offering, as appropriate; and
- d) Contact, communicate, negotiate, and solicit Prospects (all negotiations by CBRE shall be subject to the prior approval of the Vendor).

3. Advertisement Expenses & Third Party Consultants

All advertising and sales promotion shall be subject to the approval of the Vendor and all such advertisement and promotional material shall be prepared, published and distributed by and at the expense of CBRE. All third party reports and legal fees shall be subject to the approval of the Vendor and payable at the expense of the Vendor.

4. Commission Payable to CBRE

INITIALS OF LISTING BROKERAGE

DS


INITIALS OF SELLER(S):



4.1 The Vendor shall pay to CBRE upon the successful completion of sale of the Property, a commission equivalent to 5.0% of the selling price of the Property, including any Co-operating Brokerage fees (the "**Listing Fee**").

The Vendor acknowledges that payment of HST applies on all commissions payable. As it relates to the commission payable, a sale constitutes a sale of the individual Property, share transaction, redemption, exercise of first right to purchase, option or other form of sale or transfer of the rights of the subject Property.

The Vendor agrees to notify the Advisor of the successful completion or closing forthwith following same. The commission due to CBRE pursuant to this Agreement in respect of any transaction hereunder, shall be payable to CBRE immediately upon the successful completion of a sale of the Property (which is subject to the approval of the Court).

4.2 The Vendor agrees with CBRE that should a Prospect introduced to the Vendor by CBRE or by a cooperating agent during the Term and proceed with successful completion of the sale of the Property within a period of ninety (90) days after the termination or expiration of this Agreement (the "**Holdover Period**"), a commission shall be paid to CBRE in the amount set out in paragraph 4.1. In this Section 4.2, the expression "introduced to the Vendor" means any Prospect where CBRE can produce some reasonable form of verification that CBRE has engaged the Prospect in a dialogue confirming some level of interest by the Prospect in considering the suitability of the Property for its use and such Prospect was identified on a list (such Prospects will have, at a minimum, signed confidentiality agreements with CBRE and been introduced to the Property by CBRE or a co-operating agent).

4.4 The Vendor agrees that during the Term of this Agreement (as hereinafter defined), the Vendor shall advise CBRE of all enquiries related to a potential purchase of the Property from any source whatsoever and all offers to purchase submitted to the Vendor shall immediately be submitted to CBRE before the Vendor accepts or rejects same.

4.5 It is further understood that CBRE acts as the listing brokerage for the Vendor, owes a fiduciary duty to the Vendor and will be compensated by the Vendor pursuant to this Agreement. The Vendor agrees to the possibility of dual agency where CBRE may be acting for the Prospect as well as the Vendor.

The Vendor represents that, to the knowledge of the Vendor, there is currently no listing mandate with any Realtor for the sale of the Property and upon execution hereof, CBRE shall be our sole and exclusive agent/brokerage for the sale of the Property during the term of this Agreement.

5. Term

INITIALS OF LISTING BROKERAGE

DS
[Signature]

INITIALS OF SELLER(S):

[Signature]

5.1 The term of this Agreement shall begin upon acceptance of this Agreement (the "**Commencement Date**") and shall expire one minute before midnight, six (6) months following the Commencement Date (the "**Term**"). Notwithstanding any provision in this Schedule A or the Listing Agreement that proceeds this, CBRE shall not advertise the Property on MLS until the Vendor provides expressed written authority to do so and all marketing materials have been approved by the Vendor. CBRE shall have five (5) business days following said approval to post the offering on MLS.

5.2 The Vendor shall have the right to terminate the Listing Agreement in the following circumstances: (i) if the Vendor obtains any information or knowledge of any gross negligence or malfeasance on the part of the Advisor in the performance of any of the Advisor's obligations and agreements hereunder, in which event, the Vendor shall have the option to terminate the Listing Agreement without notice and without prejudice to the Vendor right to recover from the Advisor damages for the breach by the Advisor of such obligations and agreements and without the right of the Advisor to collect any fees hereunder or (ii) by giving the Advisor 30 days' written notice of such termination.

5.3 Notwithstanding any other provision of the Listing Agreement, in the event of termination pursuant to Section 5.2 of this Schedule A, no commission shall be payable pursuant to Section 2 of the OREA Form or Section 4 of this Schedule A.

5.4 CBRE acknowledges and agrees that, notwithstanding any other term contained herein, in the event that the Vendor is discharged as Receiver of the Property for any reason, this Agreement shall be deemed to be automatically terminated and CBRE shall not be entitled to any commission contemplated in this Agreement nor to any reimbursement of expenses incurred by CBRE in connection with this Agreement.

6. Facsimile & Counterparts

This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by facsimile transmittal facilities, or electronic copy in a portable document format or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by facsimile or by electronic copy in a portable document format or such similar format.

This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

INITIALS OF LISTING BROKERAGE

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12

INITIALS OF SELLER(S):

DS

7. Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

8. Binding Agreement & Discrepancy

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their respective successors and assigns. The parties hereto acknowledge that if there is a conflict between this document and the OREA Listing Agreement, this Schedule A shall prevail.

9. Additional Provisions

It is further understood and agreed that the Advisor shall offer the Property for sale on an "as is, where is" basis and that the Advisor shall make no representations, warranties, promises or agreements with respect to or in any way connected with the Property, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Property.

In the event of any conflict between the provisions of this Schedule A and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule A shall override and shall govern and prevail for all purposes.

[Remainder of the page intentionally left blank]

INITIALS OF LISTING BROKERAGE

DS

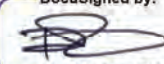

INITIALS OF SELLER(S):




IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of September, 2023.

SIGNED

CBRE LIMITED, REAL ESTATE BROKERAGE


DocuSigned by:

Per: _____
02485002FA674F8...
Name: Daniel Reid
I have authority to bind the corporation

**ALVAREZ AND MARSAL CANADA INC. SOLELY
IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER OF THE REAL PROPERTY LOCATED
AT 17 BRONTE STREET SOUTH AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY**

Per: 

Stephen Ferguson
I have authority to enter into this Agreement

Appendix F – Property Marketing Materials

	17 Bronte St S Milton Ontario L9T 1Z2 Milton Old Milton Halton Taxes: \$14,157.88 / 2023 / Annual Sld Area: 7230.96 Sq Ft SPIS: N Legal: PT LT 2 BLK 1 ON PL 7 BEING PT 2 ON PL 20R-19786;*		Sold: List: \$1,250,000.00 For Sale For: Sale %Dif: Last Status: Sld DOM: 61																																	
	Land Designated Residential Freestanding: N Occup: Vacant Possession: Immediate Dir/Cross St: Main St & Mary St		Lse Term Months: / Holdover: 90 SPIS: N Franchise:																																	
MLS#: W7050188 PIN#: 249520157 ARN#: 240901000202150 Seller: Alvarez & Marsal Canada Inc Solely In Its Capacity As Court-Appointed* Comm Condo Fee: Contact After Exp: N																																				
<table border="1"> <thead> <tr> <th>Lsd Price 1st Yr:</th> <th>2nd Yr:</th> <th>3rd Yr:</th> <th>4th Yr:</th> <th>5th Yr:</th> </tr> </thead> <tbody> <tr> <td colspan="2"> Total Area: 0.17 Acres Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: Residential Low Density (RLD1*256) Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: Heat: Phys Hdp-Eqp: </td> <td colspan="2"> Survey: Lot/Bldg/Unit/Dim: 70 x 100 Feet Lot Lot Irreg: Approximate Dimensions Crane: Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm Avail A/C: Utilities: A Garage Type: Energy Cert: Cert Level: GreenPIS: Park Spaces: #Trl Spc: </td> <td> Soil Test: Out Storage: Rail: Basement: Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl: </td> </tr> </tbody> </table>					Lsd Price 1st Yr:	2nd Yr:	3rd Yr:	4th Yr:	5th Yr:	Total Area: 0.17 Acres Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: Residential Low Density (RLD1*256) Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: Heat: Phys Hdp-Eqp:		Survey: Lot/Bldg/Unit/Dim: 70 x 100 Feet Lot Lot Irreg: Approximate Dimensions Crane: Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm Avail A/C: Utilities: A Garage Type: Energy Cert: Cert Level: GreenPIS: Park Spaces: #Trl Spc:		Soil Test: Out Storage: Rail: Basement: Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl:																						
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Mortgage Comments: List: CBRE LIMITED Ph: 416-494-0600 Fax: 416-494-6435 IAN ANDREW HUNT, Salesperson 416-495-6268 Co-Op: CBRE LIMITED, BROKERAGE IAN ANDREW HUNT, Salesperson Contract Date: 9/27/2023 Sold Date: 11/27/2023 CB Comm: 2% + Hst Expiry Date: 3/18/2024 Closing Date: 2/05/2024 Leased Terms: Last Update: 12/21/2023 Comments:																																				



For
Sale

Land

Ian Hunt*
Jason Child*
Daniel Satoor*
Torey Ferrelli*

1-416-494-0600

*Sales Representative *Broker

cbre.ca/properties

CBRE

SITE PLAN APPROVED OFFICE & RESIDENTIAL MIXED USE DEVELOPMENT

17 Bronte Street South

MILTON, ONTARIO • 0.166 ACRES



The Offering

CBRE Limited is pleased to offer 17 Bronte Street South in the center of downtown Milton, Ontario for sale (the “Site” and/or “Property”). This Site has full Site Plan Approvals for a mixed-use development concept for consisting of a 2-storey office building with residential units on the second floor. The approved plan includes approximately ± 3,233 sq. ft. of above-grade gross floor area (“GFA”), a basement and at-grade parking.

The Site is well located south of the major intersection of Bronte Street and Main Street, benefiting from the countless amenities downtown Milton has to offer, all within walking distance. The Property has immediate access to Milton Bus Routes 2, 6 and 53 and is a 4-minute drive (2.8 km) to Highway 401 at the Martin Street Interchange and a 5-minute drive (2.6 km) to the Milton GO Train Station.

The Site presents a fantastic opportunity to capitalize on fully approved development land that is located in the downtown core with excellent access to Highway 401, Milton local and GO transit and numerous amenities seconds away.

Property Details

Total Area	± 0.166 acres
Location	Main Street & Bronte Street
Official Plan	Central Business District
Zoning	Residential Low Density (RLD1*256)
Entitlement	Site Plan Approved for 2-storey office building with residential units on the 2nd floor, involving ± 3,234 SF above grade GFA, a basement & parking at-grade

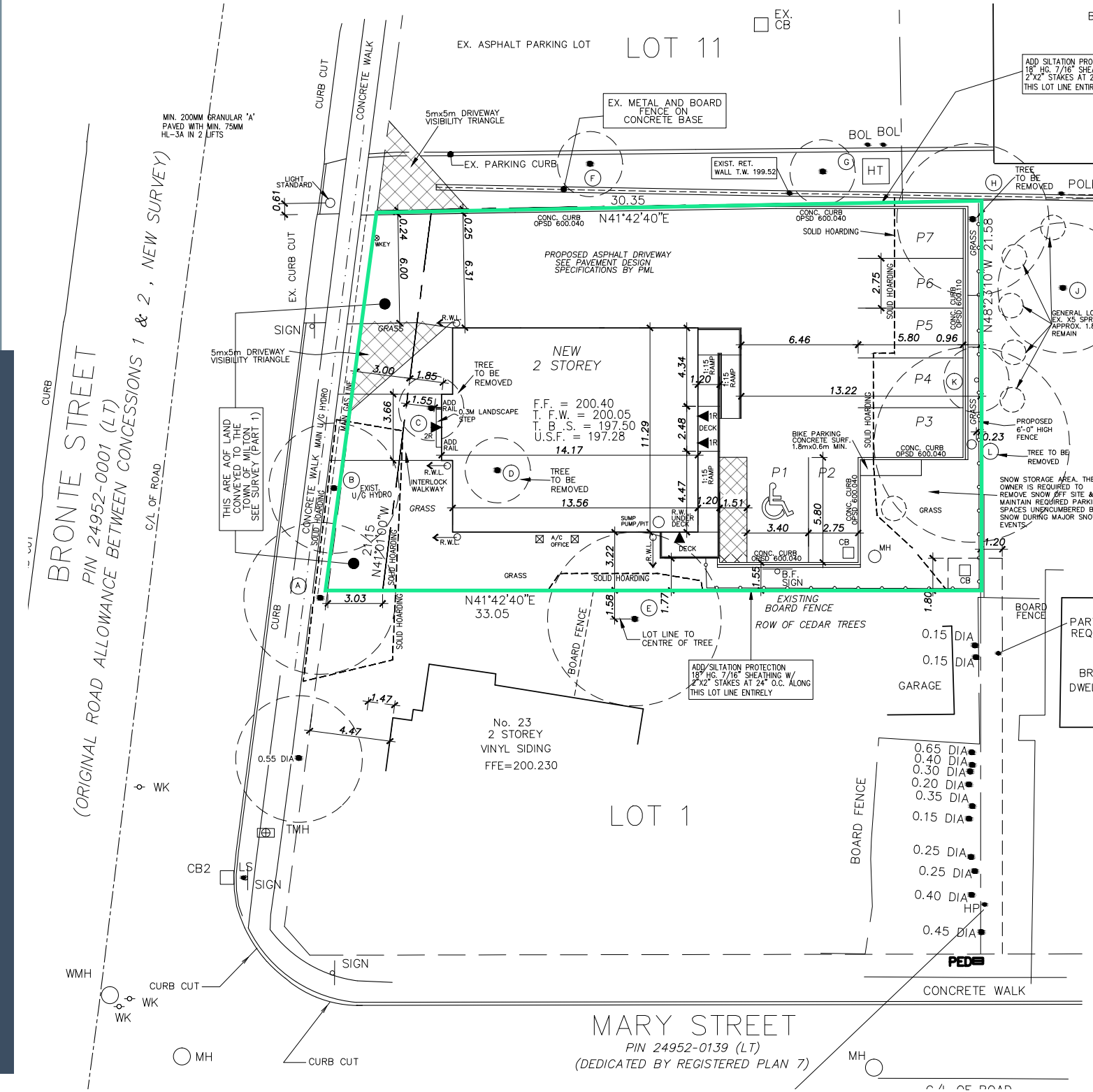
Aerial View



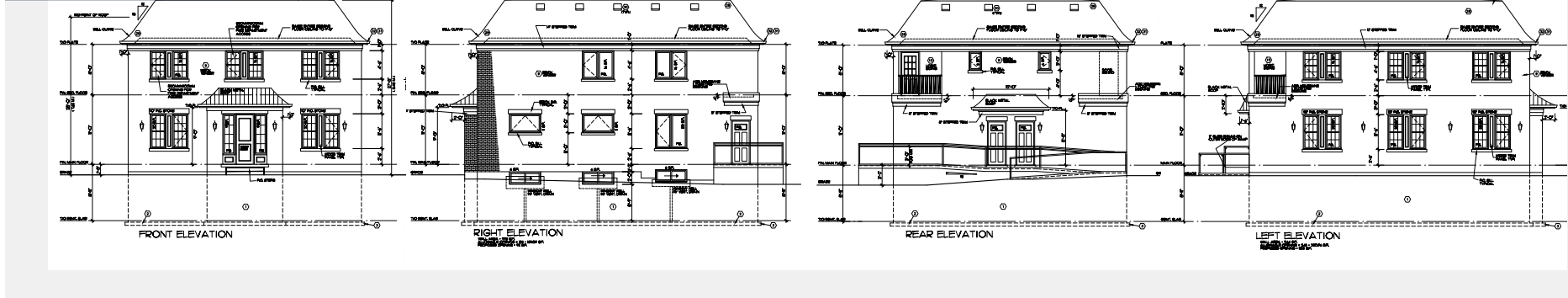
Site Plan Approved

Development Statistics

Site Plan



Elevations



3,233
Sq. Ft. GFA

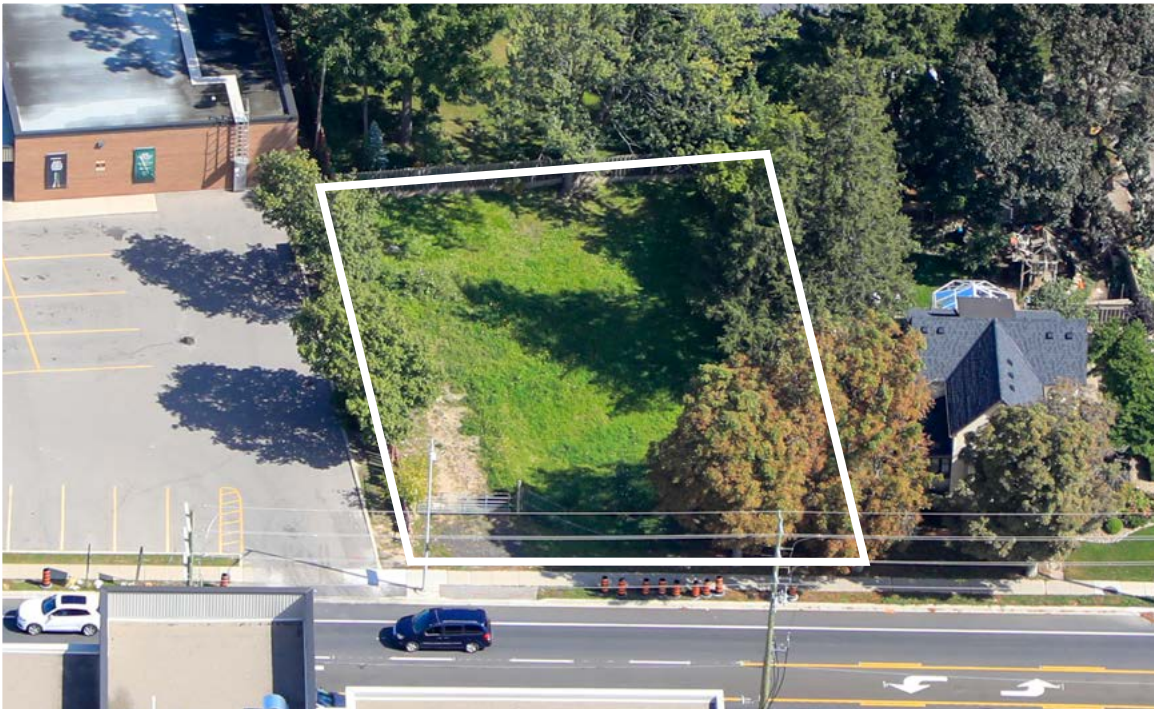
2nd Floor
Residential Units

Offices
on Ground Floor

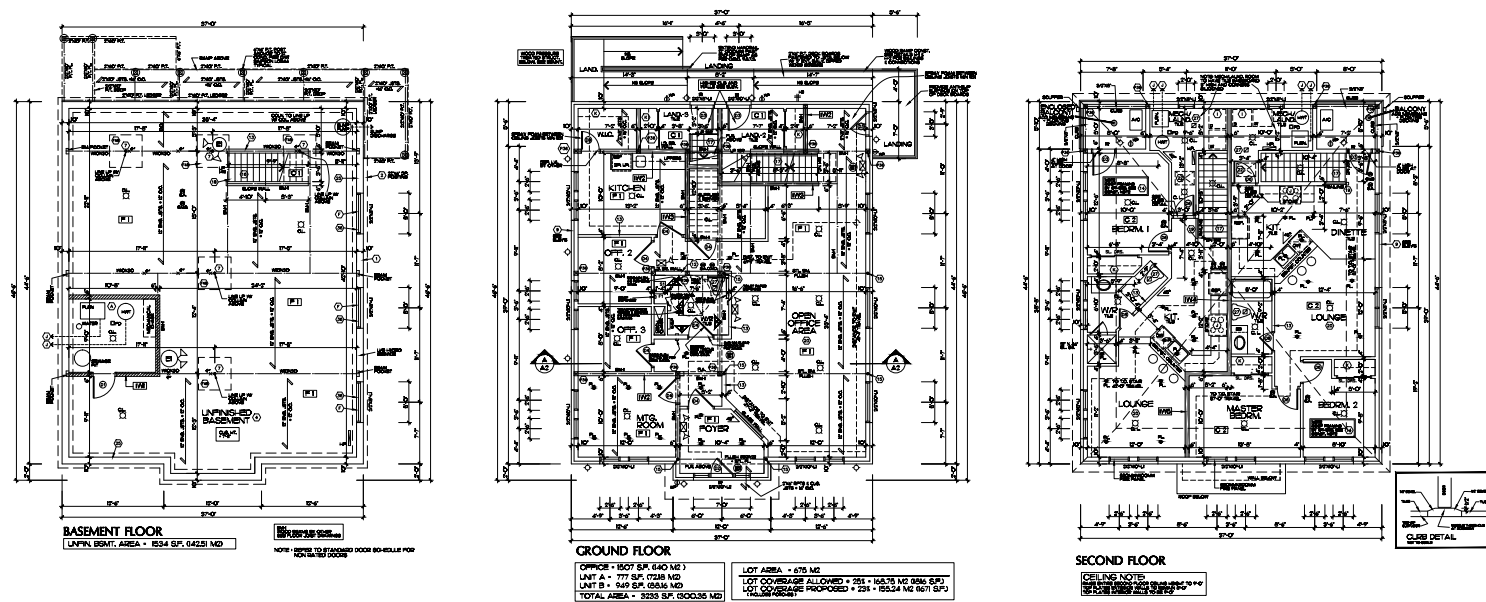
0.166
Total Acres

Surface
Parking

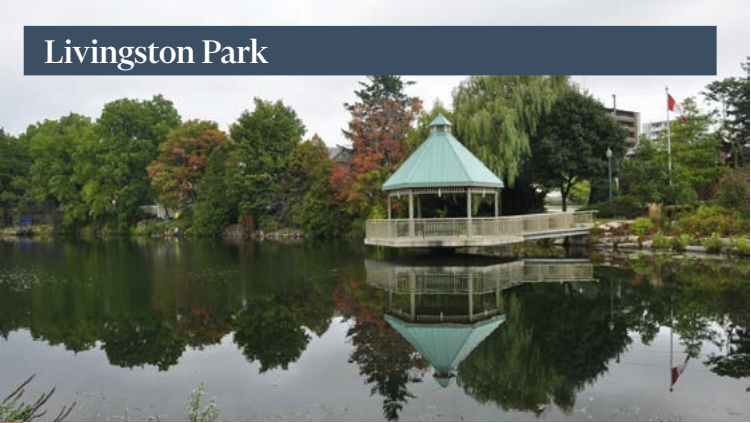
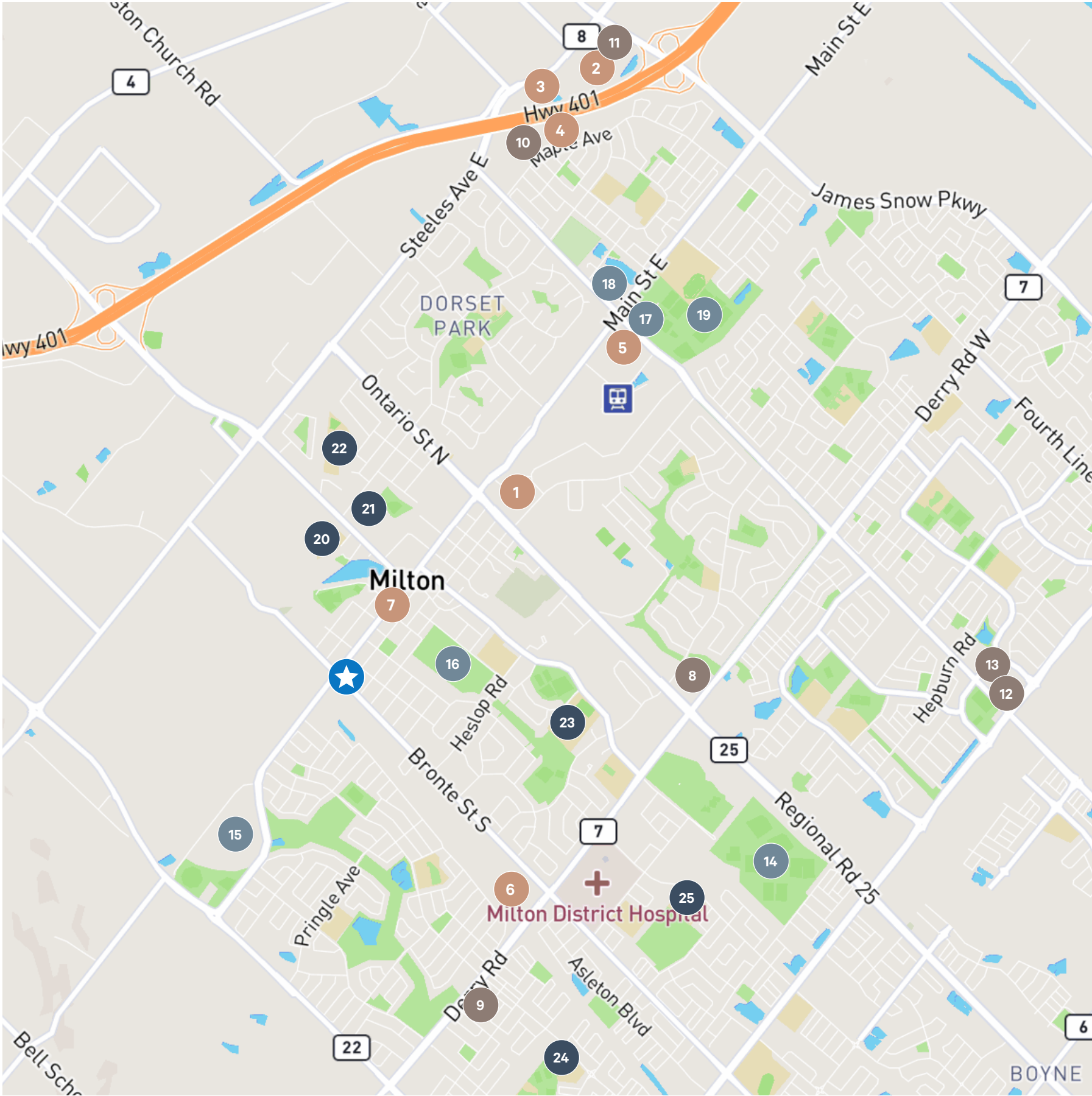
1.534
Sq. Ft. Basement



Floor Plans



Location Overview



Major Transit

2.8 km | 4-min to Highway 401 at Martin St Interchange

2.6 km | 5-min to Milton GO Train Station

10.9 km | 10-min to Highway 407 at Bronte Rd Interchange

- Amenities
- RETAIL

1. Milton Mall

2. SmartCentres Milton

3. Milton Crossroads

4. Milton Square

5. Milton Common

6. Derry Heights Plaza

7. Main Street Shopping Corridor
- GROCERY

8. Food Basics

9. No Frills

10. Longos

11. Walmart Supercentre

12. FreshCo

13. Metro
- RECREATION

14. Milton Community Sports Park

15. Sherwood Community Centre

16. Milton Fall Fair Grounds

17. Milton Memorial Area

18. First Ontario Arts Centre Milton

19. Lions Sports Park
- SCHOOLS

20. Martin Street Public School

21. Holy Rosary Catholic School

22. W.I. D Middle School

23. Milton District High School

24. PL Robertson Public School

25. Anne J. MacArthur Public School

Due Diligence

Supporting material that is relevant to this offering has been made available in CBRE’s confidential online property library. Prospective purchasers seeking access are required to complete this offering’s Confidentiality Agreement on the following pages and return it electronically to: allison.conetta@cbre.com

Documents from the second submission for the development application itemized below are available:

- Final Site Plan Drawings (Signed)
- Site Plan
- Site Plan (Photometric)
- Site Grading Plan
- Landscape Plan
- Floor Plans
- Elevations
- Details, Notes & Barrier Free
- Site Servicing Plan
- Construction Notes
- Traffic Signage & Pavement Marking Plan
- Site Lighting Details
- Land Survey
- Title Insurance
- Final Site Plan Approval Cover Letter, 2022
- Property Tax Statement 2020



Offering Process

CBRE Limited (the “Advisor”) has been exclusively retained to seek proposals to acquire an interest in the Property. All offers are requested to be submitted electronically to:

Ian Hunt*
Senior Vice President
+1 416 495 6268
ian.hunt@cbre.com

ASKING PRICE:
\$1,250,000

LAND SPECIALISTS

Daniel Satoor*
Associate Vice President
+1 416 495 6203
daniel.satoor@cbre.com

Ian Hunt*
Senior Vice President
+1 416 495 6268
ian.hunt@cbre.com

Torey Ferrelli
Sales Representative
+1 416 495 6246
torey.ferrelli@cbre.com

Jason Child*
Senior Vice President
+1 416 495 6249
jason.child@cbre.com

Allison Conetta
Sales Representative
+1 416 495 6287
allison.conetta@cbre.com

*Sales Representative | All outlines approximate

This disclaimer shall apply to CBRE Limited, Real Estate Brokerage, and to all other divisions of the Corporation; to include all employees and independent contractors (“CBRE”). The information set out herein, including, without limitation, any projections, images, opinions, assumptions and estimates obtained from third parties (the “Information”) has not been verified by CBRE, and CBRE does not represent, warrant or guarantee the accuracy, correctness and completeness of the Information. CBRE does not accept or assume any responsibility or liability, direct or consequential, for the Information or the recipient’s reliance upon the Information. The recipient of the Information should take such steps as the recipient may deem necessary to verify the Information prior to placing any reliance upon the Information. The Information may change and any property described in the Information may be withdrawn from the market at any time without notice or obligation to the recipient from CBRE. CBRE and the CBRE logo are the service marks of CBRE Limited and/or its affiliated or related companies in other countries. All other marks displayed on this document are the property of their respective owners. All Rights Reserved. Mapping Sources: Canadian Mapping Services canadamapping@cbre.com; MapPoint, DMTI Spatial, Environics Analytics, Microsoft Bing, Google Earth 04/2023.

View South

CBRE

CBRE Limited, Brokerage
2005 Sheppard Ave E
Suite #800
Toronto, ON, M2J 5B4
www.cbre.ca

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "**Agreement**") is entered into as of the ____ day of _____, 2023 by _____, (the "**Obligor**") for the benefit of Alvarez & Marsal Canada Inc. ("**A&M**") or ("**Receiver**") in its capacity as duly appointed court-appointed Receiver of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (collectively the "**Property**"), pursuant to the order of the Ontario Superior Court of Justice (the "**Court**") dated August 15, 2023 (as thereafter amended from time to time, called the "**Appointment Order**"). The Obligor and the Receiver are sometimes referred to herein individually as a "Party" and collectively as the "**Parties**."

WHEREAS, the Parties are conducting ongoing discussions regarding the Obligor's assistance in a potential sale of the Property or other potential services which may be provided by the Obligor (the "**Services**"); and

WHEREAS, in the course of exploring the possibility of undertaking such a mandate or providing such services, the Receiver has furnished and/or will furnish information to Obligor which is confidential and proprietary to the Receiver; and

WHEREAS, the Receiver considers all discussions and negotiations between the Parties relating to such business transaction and the possibility of entering into such business transaction to be confidential and proprietary;

NOW THEREFORE, for and in consideration of the premises of this Agreement and the mutual covenants, representations and warranties set forth herein, the sufficiency of which are hereby acknowledged by the Parties, Obligor hereby agrees as follows:

1. Information. As used in this Agreement, "**Information**" means:
 - (a) the existence and any content of any discussions or negotiations between the Parties relating to the Property;
 - (b) any and all information the Receiver has furnished to Obligor with regard to the Property, whether furnished before or after the date of this Agreement, whether tangible or intangible, in whatever form or medium provided and including without limitation any information regarding any concepts, ideas, products or trade secrets; and
 - (c) any and all information generated by Obligor or by Obligor's Representatives (as defined below) that contains, reflects, or is derived from all or any part of the information described in subsections (a) and (b) above.

"**Representatives**" shall mean, collectively, the respective officers, directors, partners, members, employees, affiliates, agents, attorneys, accountants or other representatives of either the Receiver or Obligor, as applicable. The term "Information" shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Obligor or by any of its Representatives in violation of this agreement, (ii) was available to Obligor on a non-confidential basis prior to disclosure to Obligor by the Receiver, (iii) is or becomes available to Obligor from a source (other than the Receiver) which, to the knowledge of Obligor after due

inquiry, is not bound by a confidentiality agreement with respect to such Information, or (iv) is independently developed by Obligor or its Representatives without using any Information.

2. Confidentiality and Nondisclosure.

In consideration of the Receiver's disclosure to Obligor of the Information, Obligor agrees that it will keep the Information confidential and that no part of the Information will, without the prior written consent of the Receiver, be disclosed by Obligor or by any of Obligor's Representatives in any manner whatsoever, in whole or in part, and shall not be used, nor shall any concepts, ideas, products or trade secrets be implemented, employed or otherwise exploited, by Obligor or by its Representatives in any manner whatsoever, in whole or in part, other than in connection with such business transaction or as provided in Section 3 below. Moreover, Obligor agrees to transmit the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting Obligor in evaluating the business transaction, who are informed of this Agreement and who agree to be bound by the terms hereof as if a party hereto. In any event, Obligor shall be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take any and all available and lawful measures (including but not limited to court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Information.

Without the prior written consent of the Receiver, neither Obligor nor any of its Representatives shall disclose to any person or entity the fact that Obligor has received any of the Information or is considering the acquisition or other business transaction.

3. Court Order. If Obligor, or anyone to whom it supplies the Information, receives a request to disclose all or any part of the Information under the terms of the subpoena or order issued by a court or by a governmental body, the Obligor agrees (i) to notify the Receiver immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with the Receiver on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such Information is required to prevent Obligor from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in the written opinion of counsel satisfactory to the Receiver, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Information.

4. Termination. Unless extended by agreement between the Parties or otherwise provided herein, this Agreement and its terms shall expire two (2) years from the date hereof. The rights and obligations of Obligor under Section 2 with respect to Information disclosed before the expiration or termination of this Agreement shall survive such expiration or termination.

5. Accuracy of Information. Neither the Receiver nor any of its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Information.

6. Return / Destruction of Information. At any time, the Receiver may request from Obligor that any of its documents (and all copies thereof, including electronic records thereof) containing the Information be returned or destroyed, and Obligor shall promptly return or destroy all such documents and furnish the Receiver with a certificate of Obligor's secretary certifying that Obligor has returned or destroyed all compilations, analyses, summaries or other documents created by Obligor that contain any Information. The Obligor acknowledges that the deletion,

return or destruction of any such Information and other material will not relieve the Obligor of any of its obligations under this Agreement.

7. No Waiver. No failure or delay by the Receiver in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

8. Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

9. Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

10. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO APPLICABLE TO CONTRACTS BETWEEN RESIDENTS OF PROVINCE OF ONTARIO THAT ARE TO BE WHOLLY PERFORMED WITHIN SUCH PROVINCE. OBLIGOR AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT IN THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ("ONTARIO COURT") IN THE PROVINCE OF ONTARIO. OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE ONTARIO COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN THE ONTARIO COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING, AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY.

IN WITNESS WHEREOF, Obligor has entered into this Agreement as of the day and year first set forth above.

OBLIGOR:

By: _____

Name: _____

Title: _____

Appendix G – Redacted Sale Agreement

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 27th day of November, 2023.

BETWEEN:

ALVAREZ & MARSAL (CANADA) INC.,
solely in its capacity as the Court-appointed receiver and manager
of 17 Bronte Street South, Milton, Ontario, and not in its personal
capacity or in any other capacity

(in such capacity, the “**Receiver**”)

- and -

GTA SOLID CONTRACTING INC.

(the “**Purchaser**”)

WHEREAS pursuant to an Order of The Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on August 15, 2023 (the “**Receivership Order**”), Alvarez & Marsal (Canada) Inc. (“**A&M**”) was appointed as the Receiver, without security, of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario and having the legal description set out in Schedule “A” (the “**Real Property**”) owned by Village Developments Inc. (the “**Debtor**”);

AND WHEREAS the Purchaser wishes to purchase and the Receiver wishes to sell the Real Property upon the terms and subject to the conditions set out herein;

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 Definitions.

In this Agreement:

“**Agreement**” means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to “**article**”, “**section**” or “**schedule**” mean the specified article, section of, or schedule to this Agreement and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

“Applicable Law” means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

“Approval and Vesting Order” means the approval and vesting order issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser the Real Property free and clear of all Encumbrances other than the Permitted Encumbrances, and which order shall be in a form substantively similar to the draft order attached as **Schedule “B”** hereto;

“Business” means the business of the Debtor;

“Business Day” means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;

“Claims” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Real Property or the Debtor, and **“Claim”** means any one of them;

“Closing” means the successful completion of the Transaction;

“Closing Date” means the date that is the later of: (i) the first Business Day following the date that is ten days following the date on which the Approval and Vesting Order is issued by the Court; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; or, if the Parties agree, such other date as agreed in writing by the Parties;

“Closing Time” means 2:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties;

“Court” has the meaning set out in the recitals hereof;

“Credit Bid Amount” means the difference between (i) the Purchase Price and (ii) the sum of the Priority Payables, the First Mortgage Indebtedness, and the Second Mortgage Indebtedness;

“Deposit” has the meaning given in section 4.2 herein;

“Encumbrances” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever affecting the Real Property;

“**ETA**” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“**First Mortgage Indebtedness**” means the indebtedness owed by the Debtor to Bamburgh Holdings Inc., Yerusha Investments Inc. and 1008118 Ontario Limited as of the Closing Date and secured by their mortgage on the Real Property;

“**Governmental Authority**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof, including, without limitation, any municipality in which the Real Property is located; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and “**Governmental Authority**” means any one of them;

“**HST**” means harmonized sales tax imposed under Part IX of the ETA;

“**ITA**” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“**Notice**” has the meaning given in section 14.3 herein;

“**Parties**” means the Receiver and the Purchaser;

“**Permitted Encumbrances**” means all those Encumbrances described in **Schedule “C”** hereto;

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

“**Priority Payables**” means all amounts owing (including all amounts accrued but not yet payable) by the Debtor as of the Closing Date which rank *pari passu* or in priority to the First Mortgage Indebtedness, including but not limited to the amounts secured by, or to be secured by, the Receivership Charge allocable to the Real Property and all accrued realty taxes and any related penalties and interest, and all costs incurred in connection with completion of the Transaction, including real estate commissions;

“**Property**” has the meaning set out in the Receivership Order;

“**Purchase Price**” has the meaning set out in section 4.1 herein;

“**Real Property**” has the meaning set out in the recitals hereof;

“**Receiver**” has the meaning set out in the recitals hereof;

“**Receivership Charge**” means the charge granted in favour of the Receiver pursuant to the terms of the Receivership Order;

“Receivership Order” has the meaning set out in the recitals hereof;

“Second Mortgage Indebtedness” means the indebtedness owing by Canadian Western Trust Company to the Debtor as of the Closing Date and secured by its mortgage on the Real Property;

“Taxes” means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

“Third Mortgage Indebtedness” means the secured indebtedness owing by the Debtor to GTA Solid Contracting Inc. as of the Closing Date and secured by its mortgage on the Real Property; and

“Transaction” means the transaction of purchase and sale contemplated by this Agreement.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The following schedules are incorporated in and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Real Property
Schedule B	Approval and Vesting Order
Schedule C	Permitted Encumbrances
Schedule D	Closing Conditions

ARTICLE 3 AGREEMENT TO PURCHASE

3.1 Purchase and Sale of the Real Property.

- (1) Relying on the representations and warranties herein, the Receiver hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, the Real Property, free and clear of all Encumbrances other than the Permitted Encumbrances.
- (2) Subject to the Closing, the Receiver hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all of its rights, claims and demands whatsoever in the Real Property.

ARTICLE 4
PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE

4.1 Purchase Price.

The purchase price for the Real Property shall be the aggregate of [REDACTED] (the “**Purchase Price**”).

4.2 Deposit.

- (1) The sum of **FIFTY THOUSAND DOLLARS** (\$50,000.00) (the “**Deposit**”) shall be paid to the Receiver upon execution of this Agreement, to be held by the Receiver pending completion or other termination of this Agreement and to be credited in reduction of the purchase price on closing.
- (2) The Parties agree that the Receiver shall cause the Deposit to be placed in a non-interest bearing account and on completion of the Transaction shall be credited to the Purchaser on the Closing Date.

4.3 Satisfaction of Purchase Price.

The Purchaser shall indefeasibly pay and satisfy the Purchase Price as follows:

- (a) the Priority Payables (less a credit for the amount of the Deposit) shall be satisfied by wire transfer of immediately available funds to the Receiver on Closing;
- (b) the First Mortgage Indebtedness shall be satisfied in full by wire transfer of immediately available funds to the Receiver on Closing;
- (c) the Second Mortgage Indebtedness shall be satisfied in full by wire transfer of immediately available funds to the Receiver; and
- (d) the Credit Bid Amount shall be satisfied by way of reduction of the Third Mortgage Indebtedness on Closing on a dollar-for-dollar basis.

4.4 Adjustment of Purchase Price.

- (1) The Purchase Price shall be adjusted as of the Closing Time in a manner and amount to be agreed upon by the Parties, acting reasonably for any realty taxes (including interest thereon), utilities and any other items which are usually adjusted in purchase transactions involving real property in the context of a receivership sale. For greater certainty, and notwithstanding any provision to the contrary in this Agreement, the Purchaser shall be solely responsible for any and all realty taxes that are added to the tax roll on or after the Closing Date, regardless of the period to which such realty taxes apply. The Receiver shall prepare a statement of adjustments and deliver same with all supporting documentation to the Purchaser for its approval by no later than three Business Days prior to the Closing Date. If the amount of any adjustments required to

be made pursuant to this Agreement cannot be reasonably determined by two Business Days prior to the Closing Date, then, and only then: (i) an estimate shall be agreed upon by the Parties as of the Closing Date based upon the best information available to the Parties at such time, each Party acting reasonably; and (ii) the Parties shall enter into an agreement on or prior to the Closing Date to readjust the adjustments within 30 days after the Closing Date, which readjustment shall serve as a final determination.

- (2) Other than as provided for in this section 4.4, there shall be no adjustments to the Purchase Price.

ARTICLE 5 TAXES

5.1 Taxes.

The Purchaser shall be responsible for all federal and provincial sales taxes, land transfer tax, goods and services, HST and other similar taxes and duties and all registration fees payable upon or in connection with the conveyance or transfer of the Real Property to the Purchaser. If the sale of the Real Property is subject to HST, then such tax shall be in addition to the Purchase Price. The Receiver will not collect HST if the Purchaser provides to the Receiver a warranty that it is registered under the ETA, together with a copy of the required ETA registration at least five Business Days prior to Closing, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Receiver in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the Transaction.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing.

Closing shall take place at the Closing Time on the Closing Date or at such other time as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Receiver's Closing Deliverables.

The Receiver covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date as expressly provided herein:

- (1) a copy of the issued Approval and Vesting Order and the attached Receiver's Certificate;

- (2) a statement of adjustments prepared in accordance with section 4.4 hereof;
- (3) an undertaking by the Receiver to readjust the adjustments set out in section 4.4 hereof;
- (4) a certificate from the Receiver, dated as of the Closing Date, certifying:
 - (a) that, except as disclosed in the certificate, the Receiver has not been served with any notice of appeal with respect to the Approval and Vesting Order, or any notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or to enjoin, restrict or prohibit the Transaction;
 - (b) that all representations, warranties and covenants of the Receiver contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (c) the non-merger specified in section 14.2 and elsewhere herein; and
- (5) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.1 hereof has been fulfilled, performed or waived as of the Closing Time.

6.4 Purchaser's Closing Deliverables.

The Purchaser covenants to execute, where applicable, and deliver the following to the Receiver at Closing or on such other date as expressly provided herein:

- (1) the indefeasible payment and satisfaction in full of the Purchase Price according to section 4.3 hereof;
- (2) an undertaking by the Purchaser to readjust the adjustments set out in section 4.4 hereof;
- (3) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.3 hereof has been fulfilled, performed or waived as of the Closing Time;
- (4) a certificate from the Purchaser, dated as of the Closing Date, certifying:
 - (a) that all representations, warranties and covenants of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (b) the non-merger specified in section 14.2 and elsewhere herein;
- (5) if necessary, payment or evidence of payment of HST applicable to the Real Property or, if applicable, appropriate tax exemption and indemnification certificates to the Receiver's satisfaction, acting reasonably, with respect to HST in accordance with Article 5 hereof; and
- (6) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Receiver, acting reasonably, Applicable Law or any Government Authority.

6.5 Receiver's Certificate.

Upon receipt of written confirmation from the Purchaser that all of the conditions contained in section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Receiver of all of the conditions contained in section 7.1, the Receiver shall forthwith deliver to the Purchaser the Receiver's Certificate comprising Schedule "A" of the Approval and Vesting Order, and shall file same with the Court.

ARTICLE 7 CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Receiver.

The obligation of the Receiver to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser;
- (3) the Purchaser shall have complied with all the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (5) the Court shall have issued the Approval and Vesting Order.

7.2 Conditions in Favour of Receiver Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Receiver, then the Receiver may, at its sole discretion, and without limiting any rights or remedies available to it at law or in equity:

- (a) terminate this Agreement by notice to the Purchaser, in which event the Receiver shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.3 Closing Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (a) the condition of the Purchaser contained at Schedule D of this Agreement shall be completed, fulfilled or waived;
- (b) all the representations and warranties of the Receiver contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (c) all the covenants of the Receiver under this Agreement to be performed on or before the Closing Date shall have been duly performed by the Receiver;
- (d) the Receiver shall have complied with all the terms contained in this Agreement applicable to the Receiver prior to the Closing Date;
- (e) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (f) the Court shall have issued the Approval and Vesting Order.

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion:

- (a) terminate this Agreement by notice to the Receiver, in which event the Purchaser and the Receiver shall be released from their obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

ARTICLE 8 REPRESENTATIONS & WARRANTIES OF THE RECEIVER

8.1 The Receiver represents and warrants to the Purchaser as follows, with the knowledge and expectation that the Purchaser is placing complete reliance thereon and, but for such representations and warranties, the Purchaser would not have entered into this Agreement:

- (1) the Receiver has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action

on the part of the Receiver, subject to the Approval and Vesting Order. This Agreement is a valid and binding obligation of the Receiver enforceable in accordance with its terms; and

(2) the Receiver is not a non-resident of Canada for the purposes of the ITA.

ARTICLE 9 REPRESENTATIONS & WARRANTIES OF THE PURCHASER

9.1 The Purchaser represents and warrants to the Receiver as follows, with the knowledge and expectation that the Receiver is placing complete reliance thereon and, but for such representations and warranties, the Receiver would not have entered into this Agreement:

- (1) the Purchaser is a corporation duly formed and validly subsisting under the laws of the Province of Ontario;
- (2) the Purchaser has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. Neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Government Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms;
- (3) the Purchaser is or will be a registrant under Part IX of the ETA on the Closing Date; and
- (4) the Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

ARTICLE 10 COVENANTS

10.1 Mutual Covenants.

Each of the Receiver and the Purchaser hereby covenants and agrees that, from the date hereof until Closing, each shall take all such actions as are necessary to have the Transaction approved in the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions set forth in Article 7 hereof.

10.2 Receiver Covenants.

The Receiver hereby covenants and agrees that, from the date hereof until Closing, it shall take all such reasonable actions as are necessary to provide to the Purchaser all necessary information in respect of the Real Property reasonably required to complete, if necessary, the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.

10.3 Purchaser Covenants.

The Purchaser hereby covenants and agrees that, from the date hereof until the Closing Date, it shall take all such actions as are necessary to provide to the Receiver all necessary information in respect of the Purchaser reasonably required to complete, if necessary, the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.

ARTICLE 11 POSSESSION AND ACCESS PRIOR TO CLOSING

11.1 Possession of Real Property.

At the Closing Time, the Purchaser shall take possession of the Real Property where situated. In no event shall the Real Property be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived and the Purchaser has satisfied or the Receiver has waived all the delivery requirements outlined in section 7.1 hereof.

11.2 Risk.

- (1) The Real Property shall be and remain at the risk of the Receiver until Closing and at the risk of the Purchaser from and after Closing.

ARTICLE 12 AS IS, WHERE IS

12.1 Condition of the Real Property.

The Purchaser acknowledges that the Receiver is selling and the Purchaser is purchasing the Real Property on an “*as is, where is*” and “*without recourse*” basis as the Real Property shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Receiver nor the Debtor has guaranteed or will guarantee title to or marketability, use or quality of the Real Property, that the Purchaser has conducted such inspections of the condition and title to the Real Property as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever

concerning the Real Property, or the right of the Receiver to sell, assign, convey or transfer same, save and except as expressly provided in this Agreement. The description of the Real Property contained in this Agreement is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may be validly terminated:

- (1) upon the mutual written agreement of the Parties;
- (2) pursuant to section 7.2 hereof by the Receiver; or
- (3) pursuant to section 7.4 hereof by the Purchaser.

13.2 Remedies for Breach of Agreement.

If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Receiver under this Agreement, then the Deposit, without deduction, shall be returned to the Purchaser forthwith (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Purchaser's sole right and remedy as a result of the Receiver's breach). If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Purchaser under this Agreement, then the Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty, which Deposit the Parties agree is a genuine estimate of the liquidated damages that the Receiver would suffer in such circumstances (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Receiver's sole right and remedy as a result of the Purchaser's breach).

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of a Party, then:

- (1) all obligations of each of the Receiver and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement;
- (2) the Deposit, without deduction, shall be returned to the Purchaser forthwith; and
- (3) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief.

ARTICLE 14 GENERAL CONTRACT PROVISIONS

14.1 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

14.2 Survival Following Completion.

Notwithstanding any other provision of this Agreement, section 4.4, article 8, article 9, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of A&M as the Receiver, the Parties' respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.3 Notice.

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a "Notice") shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

(a) to the Receiver:

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900

Toronto ON M5J 2J1
Attention: Stephen Ferguson
Email: sferguson@alvarezandmarsal.com

and a copy to the Receiver's counsel to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Attention: George Benchetrit
Email: george@chaitons.com

(b) to the Purchaser:

GTA Solid Contracting Inc.
c/o Regency Law Group Professional Corporation

194 James Street South
Hamilton ON L8P 3A7

Attention: Noah G. Aresta
Gregory Mallia
Email: naresta@regencylawgroup.ca
gmallia@regencylawgroup.ca

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.4 **Waiver.**

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.5 **Consent.**

Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit or the requirement for such consent is not required pursuant to the terms of the Approval and Vesting Order, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

14.6 **Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.7 **Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This

Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.8 **Time of the Essence.**

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.9 **Time Periods.**

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

14.10 **Assignment.**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Receiver's prior written approval. Up until the granting of the Approval and Vesting Order, the Purchaser shall have the right to direct that title to the Real Property be taken in the name of another person, entity, joint venture, partnership or corporation (presently in existence or to be incorporated) provided that the Purchaser notifies the Receiver of the name of the assignee at least 7 Business Days prior to issuance of the Approval and Vesting Order and that the assignee shall, in writing, agree to assume and be bound by the terms and conditions of this Agreement (the "**Assumption Agreement**") and a copy of such Assumption Agreement is delivered to the Receiver forthwith after having been entered into, in which case the Purchaser shall nonetheless not be released from any and all further obligations and liabilities hereunder.

14.11 **Expenses.**

Except as otherwise set out in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

14.12 **Severability.**

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.13 **No Strict Construction.**

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

14.14 Cumulative Remedies.

Unless otherwise expressly stated in this Agreement, no remedy conferred upon or reserved to one or both of the Parties is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

14.15 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.16 Receiver's Capacity.

It is acknowledged by the Purchaser that A&M is entering into this Agreement solely in its capacity as the Receiver and that A&M shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.

14.17 Planning Act.

This Agreement is to be effective only if the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, are complied with.

14.18 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, nothing in this Agreement shall be construed to create any rights or obligations except amongst the Parties and no other person or entity shall be regarded as a third party beneficiary of this Agreement.

14.19 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".


14.20 Counterparts.

This Agreement may be executed in counterparts and by facsimile or PDF, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

/SIGNATURE PAGE FOLLOWS./

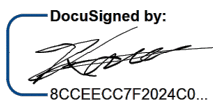
IN WITNESS WHEREOF the Receiver has duly executed this Agreement as of the date first above written.

**ALVAREZ & MARSAL (CANADA) INC.,
solely in its capacity as the Court-appointed
receiver and manager of 17 Bronte Street South,
Milton, Ontario, and not in its personal capacity or
in any other capacity**

Per: 
Name: Stephen Ferguson
Title: Senior Vice President

ACCEPTED by the Purchaser this 27th day of November, 2023.

GTA SOLID CONTRACTING INC.

Per: 
Name: George Karagiannis
Title: President

SCHEDULE A (APS)

“Real Property”

Municipal address

17 Bronte Street South, Milton ON

PIN Description

PIN: 24952-0157 (LT)

Legal Description: PT LT 2 NLK 1 ON PL 7 BEING PT 2 ON PL
20R-19786; S/T EASE IN GROSS OVER PT 1 ON PL 20R-21184
AS IN HR 1594215; TOWN OF MILTON TOWN OF MILTON

SCHEDULE B (APS)
“Approval and Vesting Order”

Court File No. CV-23-00700497-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEEKDAY, THE #
)	
JUSTICE)	DAY OF MONTH, 20YR

B E T W E E N:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL and COMFORT CAPITAL INC.**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. and 2865594 ONTARIO INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Alvarez & Marsal (Canada) Inc. (“**A&M**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario and legally described in Schedule A hereto (the “**Bronte Property**”) owned by Village Developments Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and GTA Solid Contracting Inc. (the “**Purchaser**”) dated November ●, 2023 and appended to the Report of the Receiver dated [DATE] (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Bronte Property, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Bronte Property to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule B hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Bronte Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated August 15, 2023; and (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 (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 C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Bronte Property are hereby expunged and discharged as against the Bronte Property.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Halton 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 Bronte 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 D hereto.

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Bronte Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a 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.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Bronte Property

PIN: 24952-0157 (LT)

Description: PT LT 2 BLK 1 ON PL 7 BEING PT 2 ON PL 20R-19786; S/T EASE IN GROSS OVER PT 1 ON PL 20R-21184 AS IN HR1594215; TOWN OF MILTON

Schedule B –Form of Receiver’s Certificate

Court File No. CV-23-00700497-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL and COMFORT CAPITAL INC.**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. and 2865594 ONTARIO INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the “**Court**”) dated August 15, 2023, Alvarez & Marsal (Canada) Inc. (“**A&M**”) was appointed as the receiver (the “**Receiver**”) of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario owned by Village Developments Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “**Sale Agreement**”) between the Receiver and GTA Solid Contracting Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Bronte Property, which vesting is to be effective with respect to the Bronte Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have

been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Bronte Property 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 Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Alvarez & Marsal (Canada) Inc., in its capacity as the Court-appointed receiver of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario, and not in its personal capacity

Per: _____
Name:
Title:

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)**

20R19786 2014/02/12 PLAN REFERENCE

20R21184 2018/08/16 PLAN REFERENCE

HR1594215 2018/12/20 TRANSFER EASEMENT

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

HR1685555	2020/02/21	CHARGE \$250,000	GTA SOLID CONTRACTING INC.
HR1689124	2020/03/10	CHARGE \$400,000	BAMBURGH HOLDINGS LTD. YERUSHA INVESTMENTS INC. 1008118 ONTARIO LIMITED
HR1689128	2020/03/10	POSTPONEMENT	BAMBURGH HOLDINGS LTD. YERUSHA INVESTMENTS INC. 1008188 ONTARIO LIMITED
HR1810513	2021/07/19	CHARGE \$300,000	CANADIAN WESTERN TRUST COMPANY
HR1810787	2021/07/19	POSTPONEMENT	CANADIAN WESTERN TRUST COMPANY
HR1810789	2021/07/19	NOTICE	GTA SOLID CONTRACTING INC.
HR1867328	2022/02/11	CHARGE \$200,000	ROBINSON, JOHN
HR1983873	2023/08/21	APL COURT ORDER	ALVAREZ & MARSAL (CANADA) INC.

SCHEDULE C (APS)

“Permitted Encumbrances”

20R19786 2014/02/12 PLAN REFERENCE

20R21184 2018/08/16 PLAN REFERENCE

HR1594215 2018/12/20 TRANSFER EASEMENT

SCHEDULE D (APS)

“CLOSING CONDITIONS”

1. The offer is conditional upon the Purchaser arranging, at the Purchaser's own expense, a new first charge mortgage satisfactory to the Purchaser in the Purchaser's sole and absolute unfettered discretion. Unless the Purchaser gives notice in writing delivered to the Receiver in accordance with this Agreement no later than 10 business days from the date of this Agreement that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole opinion by notice of fulfillment or by waiver in writing to the Receiver as aforesaid within the time period stated herein.

Appendix H – Ferguson Affidavit

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL AND COMFORT CAPITAL INC**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. AND 2865594 ONTARIO INC.**

Respondent

**AFFIDAVIT OF STEPHEN FERGUSON
(sworn January 11, 2024)**

I, STEPHEN FERGUSON, of the City of Toronto in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a Senior Vice President with Alvarez & Marsal Canada Inc. (“**A&M**”), which was appointed as Licensed Insolvency Trustee (in such capacity, the “**Receiver**”) of lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (collectively the “Property”). As such, I have knowledge of the matters hereinafter deposed to.

2. Pursuant to an order of the Ontario Superior Court of Justice (the “**Court**”) made on August 15, 2023 with an effective date of August 17, 2023, on application by C&K Mortgage Services Inc., Bamburgh Holdings Inc., Yerusha Investments Inc., 1008118 Ontario Limited Canadian Western Trust Company, E. Manson Investments Ltd., Cory Noorlander, B & M Handelman Investments Ltd., Carol Handelman, Beatryce Spiegel, Randy Spiegel, Stacey Spiegel and

Comfort Capital Inc. (the “**Applicants**”), A&M was appointed as Receiver (in such capacity the “**Receiver**”) of the Property.

3. Attached hereto and marked as **Exhibit "1"** to this Affidavit is a copy of the invoice rendered by A&M (the “**A&M Account**”) in respect of these proceedings for the period from August 17, 2023 to January 6, 2024 which includes a summary of the hours incurred and standard hourly rates of the A&M personnel involved in this matter.


4. A&M expended a total of 44.2 hours in connection with this matter, giving rise to fees and disbursements totaling \$30,117.83 (inclusive of disbursements of \$190.95 and HST of \$3,464.88).

5. To the best of my knowledge, (i) A&M’s rates and disbursements are consistent with those in the market for these types of matters and (ii) the hourly billing rates charged by A&M in this matter are comparable to the rates charged by A&M for services rendered in other insolvency proceedings. A&M has had its rates and disbursements, including the rates of the professionals who provided services in these proceedings, approved by this Court for services provided in other insolvency and restructuring files.

6. Assuming this Honourable Court grants the relief sought in the Receiver’s Notice of Motion and as described in Section 3.0 of the First Report of the Receiver dated January 11, 2024, the anticipated fees of the Receiver, exclusive of taxes and disbursement, to discharge are anticipated to not exceed \$10,000.

7. This Affidavit is sworn in connection with a motion by the Receiver to have its fees and disbursements approved, in relation to these proceedings approved by this Court and for no improper purpose.

SWORN by videoconference by)
Stephen Ferguson, stated as being)
located in the City of Toronto, in the)
Province of Ontario, before me at)
the City of Toronto, in the Province)
of Ontario on the 11th day of)
January, 2024, in accordance with)
O. Reg 431/20, Administering Oath)
or Declaration Remotely,


_____)
)

A commissioner, etc.
Laura Culleton



STEPHEN FERGUSON

This is **Exhibit "1"** of the
Affidavit of Stephen Ferguson
Sworn before me this 11th day of January 2024

A handwritten signature in blue ink, appearing to be "J. H. [unclear]", written over a horizontal line.

A Commissioner, etc.



January 9, 2024

17 Bronte Street South, Milton
c/o Alvarez & Marsal Canada Inc.
Court-appointed Receiver
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
PO Box 22
Toronto, ON M5J 2J1

17 BRONTE STREET SOUTH, MILTON (the "Company")

INVOICE #1 – 848235

For professional services rendered in connection with our appointment as Receiver of the Company pursuant to the Order granted by the Ontario Superior Court of Justice (Commercial List) on August 15, 2023, for the period to January 6, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
S. Ferguson, Managing Director	6.8	\$955	\$6,494.00
E. Mann, Director	27.1	\$600	16,260.00
K. Meng, Analyst	10.3	\$360	3,708.00
	<u>44.2</u>		<u>\$26,462.00</u>
Add: Out of pocket expenses including case website maintenance charges, security supplies including locks and chains to secure property and photocopying charges			<u>190.95</u>
			\$26,652.95
Add: HST @ 13%			<u>3,464.88</u>
TOTAL INVOICE			<u>\$30,117.83</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: **5519970**
Reference #: Bronte Street South – Inv #1 (848235)
HST#: 83158 2127 RT0001

17 Bronte Street South, Milton – 848235
DETAILED SUMMARY – to January 6, 2024

<u>S. Ferguson</u>	<u>Hrs.</u>
Aug 14 Review of materials; emails to counsel to Applicant regarding same; call with Applicant.	0.5
Aug 15 Preparation for and attendance on Initial Hearing.	0.2
Aug 17 Call with Applicant regarding various property matters.	0.1
Aug 21 Internal update regarding property.	0.2
Aug 22 Review of insurance documentation; attending to banking matters; call with Real Estate Broker.	0.4
Aug 25 Review of Notice to Creditors; update with potential real estate broker (CBRE).	0.2
Sept 13 Call with CBRE; internal discussion regarding same.	0.3
Sept 18 Attending to finalization of listing agreement with CBRE.	0.2
Oct 12 Discussion with E. Mann and Chaitons regarding redemption process; update with G. Gruneir.	0.5
Nov 15 Call with G. Gruneir regarding sale process status update.	0.3
Nov 20 Call with E. Mann regarding sale process status update; call with I. Hunt (CBRE) regarding same.	0.3
Nov 21 Review of draft asset purchase agreement and comments thereon; review of proposed purchase price/waterfall calculation.	0.7
Nov 26 Review of draft asset purchase agreement.	0.2
Nov 27 Attending to finalization of asset purchase Agreement.	0.4
Jan 4 Call with G. Gruneir regarding upcoming court materials; internal discussion regarding same.	0.8
Jan 6 Review of Receiver's First Report to Court (the "First Report") and comments thereon.	1.5
TOTAL – S. Ferguson	6.8 hrs.



17 Bronte Street South, Milton – 848235
DETAILED SUMMARY – to January 6, 2024

<u>E. Mann</u>	<u>Hrs.</u>
Aug 21 Attend at site to inspect and secure the property; post signs at the property; and attend call with P. DeBattista regarding the property.	3.0
Aug 22 Arrange for insurance.	0.5
Aug 23 Draft Notice to Creditors.	1.5
Aug 25 Arrange for insurance; continue to draft Notice to Creditors; discussions with P. DeBattista regarding existing creditors; and prepare information package for CBRE.	2.5
Aug 28 Finalize Notice to Creditors and arrange for mailout of same.	0.5
Sep 8 Prepare draft CBRE listing agreement.	1.2
Sep 18 Finalize CBRE listing agreement and correspondence internally and with CBRE regarding same.	0.5
Oct 2 Review CBRE marketing materials.	0.6
Oct 4 Review MLS active listing and signage posted at the property; and call with P. DeBattista.	0.4
Oct 5 Call with Mr. DeBattista regarding a potential redemption.	0.3
Oct 6 Call with Mr. DeBattista regarding a potential redemption and call with Chaitons regarding same.	1.0
Oct 13 Attend update call with G. Gruneir regarding payout statements; and correspondence with Chaitons regarding estimated priority payments.	0.5
Oct 18 Attend call with counsel to Mr. DeBattista regarding redemption process and update email to G. Gruneir regarding same.	0.3
Oct 25 Attend call with counsel to Mr. DeBattista regarding withdrawal of discharge motion and update email to G. Gruneir regarding same.	0.3
Oct 26 Review offer received and correspondence with CBRE regarding same.	0.5
Oct 30 Attend update call with G. Gruneir and S. Ferguson regarding offer received.	0.3
Nov 8 Attend call with Regency Law (counsel to GTA), G. Gruneir, and Chaitons regarding potential GTA offer; and review template APS.	0.5
Nov 16 Attend call with Regency Law regarding potential GTA offer.	0.3



17 Bronte Street South, Milton – 848235
DETAILED SUMMARY – to January 6, 2024

Nov 17	Review GTA offer and attend calls with Regency Law regarding same.	1.0
Nov 21	Review draft asset purchase agreement and preparing a proposed purchase price/waterfall calculation.	2.0
Nov 22	Correspondence with Chaitons regarding the draft asset purchase agreement.	0.5
Nov 24	Correspondence with Regency Law regarding the draft asset purchase agreement and finalizing terms of same.	0.5
Dec 11	Correspondence with Regency Law regarding a finance condition extension request from GTA and internal discussions around same; and attend update call with G. Gruneir.	0.4
Dec 14	Correspondence with Regency Law regarding a finance condition extension request from GTA and attend update call with G. Gruneir.	0.2
Dec 28	Begin drafting First Report.	3.0
Jan 6	Continue drafting First Report and discussions with S. Ferguson regarding same.	4.8
TOTAL – E. Mann		27.1 hrs.

<u>K. Meng</u>	<u>Hrs.</u>	
Aug 21	Attend at site to inspect and secure the property; and post signs at the property.	3.5
Aug 22	Draft insurance documents for the property; and prepare Notice to Creditors.	1.8
Aug 28	Finalize and send Notice to Creditors.	1.3
Sept 14	Review marketing materials prepared by CBRE.	1.0
Nov 11	Draft the First Report.	2.7
TOTAL – K. Meng		10.3 hrs.



C & K MORTGAGE SERVICES INC. ET AL.

– AND -

VILLAGE DEVELOPMENTS INC. ET AL.

Applicants

Respondents

Court File No. CV-23-00700497-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at TORONTO

AFFIDAVIT OF STEPHEN FERGUSON

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Lawyers for Alvarez & Marsal Canada Inc., Court-
appointed Receiver

Appendix I – Chaitons Affidavit

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

B E T W E E N:

**C & K MORTGAGE SERVICES INC., BAMBURGH HOLDINGS INC.,
YERUSHA INVESTMENTS INC., 1008118 ONTARIO LIMITED,
CANADIAN WESTERN TRUST COMPANY, E. MANSON INVESTMENTS LTD.,
CORY NOORLANDER, B & M HANDELMAN INVESTMENTS LTD.,
CAROL HANDELMAN, BEATRYCE SPIEGEL, RANDY SPIEGEL,
STACEY SPIEGEL AND COMFORT CAPITAL INC.**

Applicants

- and -

**VILLAGE DEVELOPMENTS INC., PAUL DEBATTISTA,
2865595 ONTARIO INC. AND 2865594 ONTARIO INC.**

Respondents

AFFIDAVIT OF GEORGE BENCHETRIT
(sworn January 11, 2024)

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

1. I am a partner with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver (the “**Receiver**”) of the lands and premises municipally known as 17 Bronte Street South, Milton, Ontario (the “**Bronte Property**”) in this proceeding, and as such have knowledge of the matters to which I hereinafter depose.


2. Attached hereto as **Exhibit “A”** is a listing of the time dockets of Chaitons members with respect to this proceeding for the period beginning June 7, 2023 up to and including November 30, 2023, totalling \$7,269.05 (comprised of fees of \$6,161.25, disbursements of \$285.03 and HST of \$822.77).

3. I confirm that the dockets described above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it for the time period described above.

4. Attached hereto as **Exhibit “B”** is a summary of additional information with respect to the dockets described above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

5. I estimate that the time charges incurred and to be incurred by Chaitons to complete the administration of this estate, assuming that the relief granted on the Receiver’s motion returnable January 18, 2024 is granted, should not exceed \$15,000 plus disbursements and HST, including time incurred in December 2023, and comprising (among other things) the upcoming motion and completion of the sale transaction with respect to the Bronte Property.

SWORN remotely by George Benchetrit)
of the City of Toronto, Province of)
Ontario, before me at the City of)
Toronto, in the Province of Ontario,)
this 11th day of January, 2024, in)
Accordance with O. Reg. 431/20,)
Administering Oaths or Declaration)
Remotely)
)



A Commissioner for Taking Affidavits, *etc.*
Laura Culleton



George Benchetrit

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF GEORGE BENCHETRIT
SWORN BEFORE ME THIS _11_
DAY OF JANUARY, 2024**

A handwritten signature in blue ink, appearing to be "R. G. ...", is written over a horizontal line.

A Commissioner Etc.

CHAITONS LLP - TIME DOCKETS

Date	Docket	
Jun 7, 23	Review of application record; memos to and from S Ferguson re draft order; Telephone conference with S Ferguson and D Preger re related issues	\$318.00
Aug 14, 23	Telephone conferences with A&M re draft receivership order and related issues	\$198.75
Aug 15, 23	Review of revised draft receivership order and memos to and from DW re status of case	\$119.25
Aug 21, 23	Memos to and from A&M and C Wilson re registration of orders on title	\$198.75
Aug 25, 23	Review of title and mortgage documents and corporate profile reports; memos to and from A&M re information for notice purposes	\$397.50
Oct 4, 23	Telephone conference with E Mann re Bronte property	\$238.50
Oct 6, 23	Telephone conference with E Mann and D Mazzorato re Bronte property	\$318.00
Oct 10, 23	Memos to and from and Telephone conferences with A&M, D Mazzorato, G Grunier re discharge of receiver for Bronte property; drafting discharge order re Bronte property	\$795.00
Oct 25, 23	Telephone conferences with A&M and G Gruneir re refinancings and related issues	\$159.00
Nov 8, 23	Telephone conference with A&M re Bronte transaction; drafting template APS for Bronte	\$795.00
Nov 18, 23	Memos to and from A&M re Bronte APS; drafting revised language for APS	\$636.00
Nov 20, 23	Memos to and from and Telephone conferences with A&M and N Aresta re Bronte transaction issues; drafting Bronte AVO	\$874.50
Nov 21, 23	Telephone conferences with and memos to and from A&M re Bronte transaction documents and issues	\$556.50
Nov 22, 23	Telephone conference with N Areste re sale of Bronte property; memos to and from and telephone conference with A&M re sale of Appleby property, structure of payouts, related issues; review of postponements registered on title to Appleby	\$318.00

Date	Docket	
Nov 24, 23	Memos to and from A&M re revisions to APS for sale of Bronte	\$238.50
TOTAL		\$6,161.25

Subtotal	\$6,161.25
Disbursements	\$285.03
HST on time docketts	\$800.96
HST on disbursements	\$21.81
TOTAL	\$7,269.05

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF GEORGE BENCHETRIT
SWORN BEFORE ME THIS _11_
DAY OF JANUARY, 2024**

A handwritten signature in blue ink, appearing to be "J. K. Miller", is written over a horizontal line.

A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hourly Rate	Amount Billed
George Benchetrit	1993	\$795	\$6,161.25
Total Hours and Amounts Billed			\$6,161.25
Average Hourly Rate		\$795	
Disbursements			\$285.03
Total Costs			\$6,446.28
Total Taxes (HST)			\$822.77
TOTAL			\$7,269.05

C & K MORTGAGE SERVICES INC. ET AL.

– AND –

VILLAGE DEVELOPMENTS INC. ET AL.

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FIRST REPORT OF THE RECEIVER

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