

**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 7686 APPLEBY LINE, MILTON, ONTARIO**

**February 21, 2024**

## **TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>3</b>
<b>2.0</b>	<b>TERMS OF REFERENCE AND DISCLAIMER .....</b>	<b>3</b>
<b>3.0</b>	<b>PURPOSE OF THIS REPORT .....</b>	<b>4</b>
<b>4.0</b>	<b>BACKGROUND.....</b>	<b>5</b>
<b>5.0</b>	<b>OCCUPANCY AGREEMENT .....</b>	<b>6</b>
<b>6.0</b>	<b>RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS .....</b>	<b>7</b>
<b>7.0</b>	<b>CHARGES .....</b>	<b>8</b>
<b>8.0</b>	<b>MARKETING PROCESS .....</b>	<b>13</b>
<b>9.0</b>	<b>DISCHARGE ARRANGEMENT .....</b>	<b>15</b>
<b>10.0</b>	<b>FEES OF THE RECEIVER AND ITS LEGAL COUNSEL .....</b>	<b>19</b>
<b>11.0</b>	<b>ACTIVITIES OF THE RECEIVER SINCE THE RECEIVERSHIP DATE .....</b>	<b>20</b>
<b>12.0</b>	<b>REMAINING RECEIVERSHIP MATTERS AND DISCHARGE .....</b>	<b>21</b>
<b>13.0</b>	<b>CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>22</b>

**Appendix A - Appointment Order**

**Appendix B – Parcel Register**

**Appendix C – C&K Payout Statement**

**Appendix D – 992 Canada Payout Statement (First 992 Charge)**

**Appendix E – 992 Canada Payout Statement (Second 992 Charge)**

**Appendix F – Carrier Payout Statement**

**Appendix G – Request for Additional Information**

**Appendix H – Ferguson Affidavit**

**Appendix I – Culleton Affidavit**

## 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 7686 Appleby Line, 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., 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. (collectively, the “**Applicants**”), A&M was appointed Receiver of the Property. A copy of the Appointment Order is attached hereto as Appendix “A”.

## 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 Paul DeBattista (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 use of this Court and the Property's stakeholders as general information relating to these receivership proceedings (the "**Receivership Proceedings**") and to assist the Court in making a determination of whether to approve the relief sought on a motion by Paul DeBattista currently returnable on February 23, 2024. 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/7686appleby> (the "**Case Website**").

### **3.0 PURPOSE OF THIS REPORT**

3.1 The purpose of this First Report is to:

- (a) provide background information with respect to 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;

- (c) provide the Court with a summary of the Receiver’s cash receipts and disbursements (“**R&D**”) for the period August 17, 2023 to February 20, 2024;
- (d) provide the Court with information and, where applicable, the Receiver’s views on Mr. DeBattista’s motion for an order (the “**Discharge Order**”), among other things:
  - (i) authorizing the Receiver to make the proposed Distributions (as defined herein);
  - (ii) approving the fees and disbursements of the Receiver and the fees and disbursements of the Receiver’s independent counsel, Chaitons LLP (“**Chaitons**”); and
  - (iii) approving the discharge of the Receiver upon filing of a certificate confirming that the remaining tasks required to complete the administration of this receivership have been completed by the Receiver (the “**Discharge Certificate**”).<sup>1</sup>

## 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.

---

<sup>1</sup> As of the date of this Report, Mr. DeBattista has not provided a form of draft order for his motion.

- 4.2 The Property is a 45.58-acre residential property with a bungalow dwelling comprised of approximately 8,000 square feet of living space. The Property is the principal residence of Mr. DeBattista, the owner of the Property.

## **5.0 OCCUPANCY AGREEMENT**

- 5.1 On September 7, 2023, the Receiver entered into an occupancy agreement (the “**Occupancy Agreement**”) with Mr. DeBattista and Rose DeBattista (together, the “**Occupants**”) which allows for the Occupants to continue residing at the Property on a month-by-month basis in exchange for, among other things, (a) a monthly occupancy fee of \$1,500 (the “**Occupancy Fee**”); (b) right of entry onto and into the Property by the Receiver and its Agents (as defined in the Occupancy Agreement); and (c) maintenance and upkeep of the Property at the cost of the Occupants.
- 5.2 The Occupancy Agreement also provides that the Occupants must vacate the Property in order to permit the Receiver to complete a sale of the Property on 30 days written notice, or such longer notice period as the Receiver may in its sole discretion decide to provide.
- 5.3 On November 1, 2023, the Receiver issued a notice of default to the Occupants citing the failure of the Occupants to (a) remit the October and November Occupancy Fee; and (b) cooperate with the Receiver and its Agent to facilitate showings of the Property to prospective purchasers (the “**First November Defaults**”). In accordance with the Occupancy Agreement, the Receiver allowed the Occupants until November 6, 2023 to remedy the First November Defaults. The Receiver confirmed that the First November Defaults were remedied within the allowed period.

5.4 On November 27, 2023, the Receiver issued a notice of default to the Occupants citing the failure of the Occupants to cooperate with the Receiver and its Agent to facilitate showings of the Property to prospective purchasers (the “**Second November Default**”). In accordance with the Occupancy Agreement, the Receiver allowed the Occupants until November 30, 2023 to remedy the Second November Default. The Receiver confirmed that the Second November Default was remedied within the allowed period.

## 6.0 RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

6.1 A summary of the Receiver’s Statement of Receipts and Disbursements for the period August 17, 2023 to February 20, 2024 (the “**Reporting Period**”) is provided below:

<b>Receipts &amp; Disbursements</b>	
For the period of 8/17/2023 to 2/20/2024	
\$	
<b>Receipts</b>	
Receiver's Certificate Advances	25,000
Occupancy Fee	9,000
Deposit Interest	2,633
<b>Total Receipts*</b>	<b>\$ 36,633</b>
<b>Disbursements</b>	
Property Insurance	8,760
Appraisal	1,075
Interest	308
Bank Fees & Other	92
HST Paid	140
<b>Total Disbursements</b>	<b>\$ 10,375</b>
<b>Net Cash Flow</b>	<b>\$ 26,258</b>
Opening Cash Balance	-
Net Cash Flow	\$ 26,258
<b>Ending Cash Balance</b>	<b>\$ 26,258</b>
<i>* Excludes the Deposit (as defined in this First Report) of \$350,000</i>	

- 6.2 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 Certificate bears interest at 12% per annum and are subject to a 1% commitment fee (the "**Receiver's Borrowings**").
- 6.3 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.
- 6.4 Disbursements for the Reporting Period totalled \$10,375 and comprised primarily of:
- (a) insurance costs of \$8,760;
  - (b) appraisal fee of \$1,075;
  - (c) HST paid on fees and costs of \$140; and
  - (d) Receiver's Certificate interest, bank fees, and other costs of \$400.

## **7.0 CHARGES**

- 7.1 The Receiver understands that the relative priorities of the charges registered on the Property (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 C&K in the principal amount of \$2.2 million (the "**C&K Charge**");



- (b) Second – the charge in favour of 9929916 Canada Inc. (“**992 Canada**”) in the principal amount of \$400,000 (the “**First 992 Charge**”);
- (c) Third – the charge in favour of 992 Canada in the principal amount of \$150,000 (the “**Second 992 Charge**” and together with the First 992 Charge, the “**992 Charges**”);
- (d) Fourth – the charge in favour of the Estate of Laurent Carrier in the principal amount of approximately \$1.4 million (the “**Carrier Charge**”);
- (e) Fifth – the charge in favour of Pine-Ontario Development Ltd. and 2487586 Ontario Inc. (together “**Pine Ontario**”) in the amount of \$500,000 (the “**Pine Ontario Charge**”); and
- (f) Sixth – the lien in favour of the Canada Revenue Agency (the “**CRA**”) in the amount of \$10,137 (the “**CRA Lien**”).

7.2 Attached hereto as Appendix “**B**” is a copy of the parcel register for the Property as of February 20, 2024.

C&K Charge

7.3 The Receiver understands that the C&K Charge was granted by Mr. DeBattista in favour of C&K in connection with a loan pursuant to a commitment letter dated November 26, 2019 (the “**C&K Commitment Letter**”).

7.4 Based on the Receiver’s review of an acknowledgement dated March 8, 2020, signed by Mr. DeBattista, and through independent confirmation from Mr. DeBattista, the Receiver is satisfied that the Applicants advanced funds pursuant to the C&K Commitment Letter. C&K has produced a payout statement that shows that, as of February 21, 2024, the

aggregate amount owed by Mr. DeBattista to C&K and secured by the C&K Charge was approximately \$2,588,610 for principal, interest, fees and costs. A copy of C&K's payout statement is attached as Appendix "C". The Receiver is satisfied with the calculations in this payout statement.

#### First 992 Charge

- 7.5 The Receiver understands that the First 992 Charge was granted by Mr. DeBattista in favour of Valour Mortgage Services Inc ("**Valour**") in respect to a mortgage registered against the Property on May 13, 2016. On April 5, 2022, Valour transferred the First 992 Charge to 992 Canada.
- 7.6 992 Canada produced a payout statement projecting that as of February 23, 2024, the aggregate amount owed by Mr. DeBattista to 992 Canada and secured by the First 992 Charge will be approximately \$ 512,247 for principal, interest, fees and costs. A copy of 992 Canada's payout statement in respect of the First 992 Charge is attached as Appendix "D". The Receiver is satisfied with the calculations in this payout statement.

#### Second 992 Charge

- 7.7 The Receiver understands that the Second 992 Charge was granted by Mr. DeBattista in favour of Valour in respect to a mortgage registered against the Property on May 13, 2016. On April 8, 2022, the Second 992 Charge was transferred to 992 Canada.
- 7.8 992 Canada produced a payout statement projecting that as of February 23, 2024, the aggregate amount owed by Mr. DeBattista to 992 Canada and secured by the Second 992 Charge will be approximately \$200,929 for principal, interest, fees and costs. A copy of

992 Canada's payout statement in respect of the Second 992 Charge is attached as Appendix "E". The Receiver is satisfied with the calculations in this payout statement.

#### Carrier Charge

- 7.9 The Receiver understands that the Carrier Charge was granted by Mr. DeBattista in favour Mr. Carrier in respect to a mortgage registered on the Property on May 22, 2015.
- 7.10 Through evidence provided by the Estate of Laurent Carrier and through independent confirmation from Mr. DeBattista, the Receiver is satisfied that Mr. Carrier advanced funds pursuant to the Carrier Mortgage.
- 7.11 The Estate of Laurent Carrier produced a payout statement that shows that, as of January 1, 2024, the aggregate amount owed by Mr. DeBattista and secured by the Carrier Charge was approximately \$3.1 million for principal, interest, fees and costs. A copy of Mr. Carrier's payout statement is attached as Appendix "F". The Receiver is satisfied with the calculations in this payout statement.

#### Pine Ontario Charge

- 7.12 The Receiver understands that the Pine Ontario Charge represents a collateral charge granted by Mr. DeBattista to Pine Ontario in connection to a vendor take back mortgage arrangement for two properties owned by Village Development Inc. ("**Village**"), a corporation controlled by Mr. DeBattista, for costs that Pine Ontario may be entitled to claim against Village.

CRA Lien

- 7.13 The Receiver understands that the CRA Lien was registered by the CRA in respect to sales tax remittances owing by Mr. DeBattista as a sole proprietorship.
- 7.14 Based on a schedule provided by the CRA dated September 20, 2023, sales tax remittances owing by Mr. DeBattista as a sole proprietorship, including interest and penalties, totaled approximately \$10,600.
- 7.15 The below table summarizes amounts 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:

\$	
C&K Charge	\$2,588,610
First 992 Charge	512,247
Second 992 Charge	200,929
Carrier Charge	3,085,838
Pine Ontario Charge	500,000
CRA Lien	10,573
<b>Total</b>	<b>\$6,898,197</b>

## 8.0 MARKETING PROCESS

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

- (a) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
- (b) 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.

8.2 The Receiver commissioned Accredited Appraisals Inc. to complete an independent appraisal of the Property.

### Engagement of RAR

8.3 To assist in marketing the Property, the Receiver engaged Right at Home Realty ("**RAR**") for the development and implementation of the real property sale process (the "**Marketing Process**") for the following reasons:

- (a) RAR is a leading residential real estate brokerage firm in Canada;
- (b) the RAR representative managing the mandate has extensive experience buying and selling luxury homes in the Greater Toronto Area and is familiar with receivership matters;

- (c) the commission rate of 4.0%<sup>2</sup>, including any co-operating brokerage fees, proposed by RAR, is comparable to fee arrangements in other 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 RAR.

#### Marketing Process

- 8.4 The Property was posted on the MLS system on September 28, 2023.
- 8.5 Ultimately, one party (the “**Bidder**”) submitted an offer on December 5, 2023 (the “**MLS Offer**”).
- 8.6 Upon review of the MLS Offer, the Receiver, in consultation with the Applicants, determined that the purchase price was not acceptable as it was (a) below the appraised value of the Property and would result in material shortfalls to certain secured creditors and (b) contemplated a closing date of June 28, 2024 and (c) was conditional on the Bidder obtaining financing which, together, could pose a significant transaction risk.
- 8.7 In consultation with the Receiver, RAR engaged in negotiations with the Bidder to encourage them to improve upon their initial bid. The Bidder ultimately submitted an amended offer which reflected improved economic terms and a shorter closing period but nonetheless would result in a shortfall to 992 Canada and no expected recoveries in respect of the Carrier Charge.

---

<sup>2</sup> As Mr. DeBattista is looking to discharge the Receiver following repayments of his creditor claims under the Charges, RAR has agreed to a break fee of \$40,000 plus HST in the event the Court grants the Discharge Order (the “**RAR Break Fee**”).

8.8 On February 12, 2024, the Bidder submitted a third offer with amended terms. The Receiver has yet to engage in negotiations with the Bidder on this amended offer in light of Mr. DeBattista’s scheduled motion for the discharge of the Receiver.

## **9.0 DISCHARGE ARRANGEMENT**

9.1 Throughout the Receivership Proceedings, on numerous occasions, Mr. DeBattista advised the Receiver that he was working with certain mortgage brokers to either refinance the Property or purchase the Property. The Receiver informed Mr. DeBattista that he was welcome to submit an offer or a discharge proposal, however any offers would have to be accompanied by proof of sufficient financing and he would not be privy to the details of other bids received during the Marketing Process.

9.2 Throughout these Receivership Proceedings, Mr. DeBattista provided several alternative frameworks for a discharge or a sale, however the Receiver determined that the proposals were not acceptable as they were not accompanied with sufficient proofs of financing.

9.3 On December 8, 2023, Mr. DeBattista, through his counsel, provided the Receiver with a Letter of Commitment from BIP Management Corporation (“**BIP**”) dated December 7, 2023 for a mortgage of \$3 million. Subsequently, the Receiver engaged in several discussions with Mr. DeBattista and his counsel to clarify Mr. DeBattista’s proposal.

9.4 The Receiver, in consultation with the Applicants, 992 Canada and the Estate of Laurent Carrier, confirms that it would not oppose a motion to discharge the Receivership Proceedings (the “**Discharge Arrangement**”) provided that (i) all creditors who are party to the Charges are served with motion materials on a timely basis and such creditors do not

oppose the Discharge Arrangement; and (ii) \$3.7 million (the “**Payment Amount**”) will be provided to the Receiver in the following manner:

- (a) \$3.35 million<sup>3</sup> to be wired to the Receiver upon issuance of the Discharge Order (the “**Closing Payment**”); and
- (b) application of the \$350,000 non-refundable deposit held by the Receiver<sup>4</sup> (the “**Deposit**”).

#### Source of Funds

- 9.5 On February 8, 2024, Mr. DeBattista presented an amended Letter of Commitment from BIP providing for a mortgage of \$4.2 million for both the Property and another property subject to separate receivership proceedings (the “**Bronte Property**”)<sup>5</sup>. The Receiver notified Mr. DeBattista’s counsel that the Bronte Property would not be available as collateral to BIP. As of the date of this First Report, direct confirmation from BIP that its financing will proceed without the Bronte Property as collateral has not been received.
- 9.6 On February 16, 2024, Mr. DeBattista’s counsel informed Chaitons that GK Law, counsel to BIP, are holding their loan funds in trust. As of the date of this Report, Chaitons has requested, but has not received, direct confirmation from GK Law regarding the terms and conditions for the release of funds to the Receiver. Attached as Appendix “**G**” is a copy

---

<sup>3</sup> Mr. DeBattista and 992 Canada were to enter into an agreement whereby 992 Canada will not oppose the discharge of the Receivership Proceedings in exchange for a distribution equal to the total amounts owing under the 992 Canada Charges less \$500,000 and additional security on a separate property provided by a related party to Mr. DeBattista (the “**992 Arrangement**”). On February 8, 2024, Mr. DeBattista, through his counsel, notified the Receiver that the 992 Arrangement will no longer be pursued and that the Closing Payment will be increased from \$2.85 million to \$3.35 million.

<sup>4</sup> The Deposit was paid to the Receiver on December 15, 2023.

<sup>5</sup> The Bronte Property is subject to a separate receivership proceeding whereby the Receiver has obtained court approval for the sale of the Bronte Property. That sale is currently scheduled to close by the end of February.



of the correspondence between Chaitons and Mr. DeBattista’s counsel in respect of this request for information.

### Distributions

9.7 Should this Court grant the Discharge Order, the Receiver intends to make the following payments immediately following receipt of the Closing Payment:

- (a) payment of any amounts which rank in priority to the C&K Charge, including but not limited to realty taxes<sup>6</sup>, fees of the Receiver and its counsel, the Receiver’s Borrowings and the RAR Break Fee (the “**Priority Payables**”);
- (b) payment to C&K in the amount of the balance owing in respect to the C&K Charge (the “**C&K Distribution**”);
- (c) payment to 992 Canada in an amount equal to the total balance owing under the 992 Canada Charges (the “**992 Canada Distribution**”); and
- (d) payment to the Estate of Laurent Carrier in an amount equal to the difference between (i) \$3.7 million and (ii) the sum of the Priority Payables, the C&K Distribution and the 992 Canada Distribution (the “**Carrier Distribution**” and together with the C&K Distribution and the 992 Canada Distribution, the “**Distributions**”).

9.8 The Receiver understands through discussions with counsel to the Estate of Laurent Carrier that it does not intend to oppose the Discharge Arrangement. Nevertheless, the Receiver

---

<sup>6</sup> Pursuant to a Certificate of the Treasurer issued by the Town of Milton on February 17, 2024, tax arrears, including interest and penalties, owing on the Property total \$549.02.

has notified Mr. DeBattista's lawyer that he must provide adequate notice of his motion to counsel to the Estate of Laurent Carrier.

9.9 The Receiver also understands that Mr. DeBattista is working on separate arrangements to address the Pine Ontario Charge and the CRA Charge.

9.10 The below table is an illustrative estimate of the Priority Payables and Distributions. Actual payments will be dependent on timing of payment and reconciliation of Priority Payables. Excess funds remaining after the reconciliation of the Priority Payables, if any, will be distributed to the Estate of Laurent Carrier.

\$	
Priority Payables	
Estimated Tax Arrears	\$536
RAR Break Fee	45,200
Estimated Professional Fees	90,000
Receiver's Borrowings	26,771
Less: Cash on Hand	(26,258)
C&K Distribution	2,579,734
992 Canada Distribution	715,439
Carrier Distribution	268,578
<b>Total</b>	<b>\$3,700,000</b>

9.11 Following the Distributions and completion of any other activities required for the administration of the receivership estate, the Receiver will file the Discharge Certificate with the Court, and the discharge of the Receiver will become effective at that time.

## **10.0 FEES OF THE RECEIVER AND ITS LEGAL COUNSEL**

- 10.1 Pursuant to paragraphs 20 and 21 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 February 17, 2024 (the “**A&M Application Period**”), the Receiver expended a total of 63.6 hours in connection with this matter, giving rise to fees and disbursements totaling \$45,176.25 (inclusive of disbursements of \$275.98 and HST of \$5,197.27). The Receiver estimates that its fees and expenses from February 18, 2024 to its discharge will not exceed \$15,000, plus disbursements and HST, provided that the relief sought by Mr. DeBattista’s motion is granted on February 23, 2024. 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 February 21, 2024 and attached hereto as Appendix “**H**” (the “**Ferguson Affidavit**”).
- 10.3 The Receiver believes that the invoice attached to the Ferguson Affidavit accurately reflects 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 January 31, 2024 (the “**Chaitons Application Period**”), Chaitons expended a total of 7.15 hours in connection with this matter, giving rise to fees and disbursements totaling \$5,750.25 (comprised of fees of \$5,750.25, of disbursements of \$104.09, and HST of \$747.53). Chaitons estimates that its fees and expenses from January 31, 2024 to its discharge will not exceed \$12,000, plus disbursements and HST, provided that the relief granted on Mr. DeBattista’s motion is

granted on February 23, 2024. 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 Laura Culleton sworn on February 20, 2024 and attached hereto as Appendix “I” (the “**Culleton Affidavit**”).

- 10.5 The Receiver confirms that the fees and disbursements set out in the Culleton 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, including the fees and disbursements of the Receiver and Chaitons from the date of this First Report to the date of discharge, will not exceed \$27,000 plus HST and disbursements.

## **11.0 ACTIVITIES OF THE RECEIVER SINCE THE RECEIVERSHIP DATE**

- 11.1 In addition to the activities described herein, since the Receivership Date, the primary activities of the Receiver have included the following:
- (a) attended at the Property;
  - (b) sent a notice to creditors of the Property pursuant to section 245 and 246(1) of the *Bankruptcy and Insolvency Act*;
  - (c) negotiated the Occupancy Agreement with the Occupants;
  - (d) obtained information regarding the Property, including books and records relating to the Property from Mr. DeBattista;
  - (e) attended update calls with RAR in respect of the Marketing Process;

- (f) held discussions with Mr. DeBattista in respect of the Property and his redemption proposal;
- (g) obtained insurance coverage for the Property;
- (h) engaged Chaitons as independent counsel;
- (i) arranged for Chaitons to register a copy of the Appointment Order against title to the Property;
- (j) established and maintained the Case Website for these Receivership Proceedings; and
- (k) prepared this First Report.

## **12.0 REMAINING RECEIVERSHIP MATTERS AND DISCHARGE**

12.1 The 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 Mr. DeBattista's motion;
- (b) responding to information requests from creditors and other stakeholders;
- (c) subject to the approval of the Court, making the Priority Payments and proposed Distributions;
- (d) preparing the Receiver's final report and statement of accounts as required by s.246(3) of the BIA; and
- (e) other administrative matters related to the Receiver's appointment.

### **13.0 CONCLUSIONS AND RECOMMENDATIONS**

13.1 Based on the foregoing, the Receiver respectfully recommends that the Court grant the relief requested by Mr. DeBattista, provided that he completes the various steps described herein for the repayment of amounts owed to his creditors having claims against the Property.

All of which is respectfully submitted this 21<sup>st</sup> day of February 2024.

**Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed Receiver of  
7686 Appleby Line, Milton, Ontario  
and not in its personal capacity**



Per: Stephen Ferguson  
Senior Vice-President

# Appendix A

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

THE HONOURABLE	)	TUESDAY, THE 15 <sup>TH</sup>
	)	
JUSTICE PENNY	)	DAY OF AUGUST, 2023

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

**ORDER  
(appointing Receiver – Appleby Property)**

THIS APPLICATION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing Alvarez & Marsal (Canada) Inc., as receiver (in such capacity, the “Receiver”) without security, of the lands and premises municipally known as 7686 Appleby Line, Milton, Ontario owned by the Respondent



Paul DeBattista (the “Debtor”) and legally described in Schedule A hereto, including all proceeds thereof (the “Property”) was heard this day by Zoom judicial videoconference.

ON READING the affidavit of Gary Gruneir sworn May 31, 2023 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, counsel for the Debtor, counsel for GTA Solid Contracting Inc. appearing but not making submissions, no one else on the service list appearing although duly served as appears from the affidavit of service of Janet Nairne sworn June 8, 2023, the affidavit of service of Bruno Luna sworn June 19, 2023, the affidavit of service of Victory Mwesigwa sworn June 19, 2023, the affidavit of service of Saad Ahmad sworn June 19, 2023, and on being advised of the consent of the Applicants and the Debtor to the within order, and on reading the consent of Alvarez & Marsal (Canada) Inc. to act as the Receiver,

#### **EFFECTIVE DATE OF RELIEF**

1. THIS COURT ORDERS that Paragraphs 2 through 34 of this Order shall not take effect and shall be suspended until 12:00 pm on August 17, 2023 (the “Effective Date”). On the Effective Date, Paragraphs 2 through 34 of this Order shall immediately take effect without any further Order of the Court, unless the mortgage held by the Applicant C & K Mortgage Services Inc. over the Appleby Property (the “Mortgage”) is brought into good standing in relation to the payment of interest, protective expenses incurred under the Mortgage and legal fees. If the Mortgage is brought into good standing in relation to the payment of interest, protective expenses incurred under the Mortgage and legal fees prior to the Effective Date, Paragraphs 2 through 34 of this Order shall be deemed to be of no force and effect.

#### **SERVICE**

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

## **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Alvarez & Marsal (Canada) Inc., is hereby appointed Receiver, without security, of the Property.

## **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to 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;
- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (e) to settle, extend or compromise any indebtedness owing to the Debtor with respect to the Property;

- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (h) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (i) with the approval of this Court, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (j) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for the Property;
- (o) to cease to perform any contracts of the Debtor with respect to the Property; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **WRIT OF POSSESSION**

5. THIS COURT ORDERS that leave be and is hereby granted to issue a writ of possession in respect of the lands and premises described in Schedule "A" hereto in order that the Sheriff of the Regional Municipality of Halton give possession of the lands and premises described in Schedule "A" hereto to the Receiver without delay.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

### **NO PROCEEDINGS AGAINST THE PROPERTY**

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

### **NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor in connection with or relating to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor in connection with or relating to the Property are

hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver.

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

### **PIPEDA**

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

provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **ACCESS RIGHTS**

17. THIS COURT ORDERS that the Receiver is authorized to have access to the Property and any buildings, dwellings, or rental units on the Property, and to provide access to the Property to the Receiver's agents, or any prospective purchaser of the Property and / or their agents or any other party.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

## **LIMITATION ON THE RECEIVER'S LIABILITY**

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



shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the

payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

## **SERVICE AND NOTICE**

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

28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true

copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

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

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

31. 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.

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

33. THIS COURT ORDERS that the Applicants shall have their costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor'S estate with such priority and at such time as this Court may determine.

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

  
\_\_\_\_\_

## **SCHEDULE “A”**

<i>Municipal address</i>	<b>7686 Appleby Line, Milton ON</b>
<i>PIN</i>	PIN: 24965-0118 (LT)
<i>Description</i>	Legal Description: PT LT 15, CON 5 NNS, AS IN 546162, MILTON/NELSON

**SCHEDULE “B”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. ●

AMOUNT \$ ●

1. THIS IS TO CERTIFY that Alvarez & Marsal (Canada) Inc., the receiver (the “Receiver”) of the lands and premises municipally known as 7686 Appleby Line, Milton, Ontario owned by the Respondent Paul DeBattista (the “Debtor”), including all proceeds thereof (the “Property”), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the ● day of ●, 20● (the “Order”) made in an application having Court file number ●-CL-●, has received as such Receiver from the holder of this certificate (the “Lender”) the principal sum of \$●, being part of the total principal sum of \$● which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_\_, day of \_\_\_\_\_.

Alvarez & Marsal (Canada) Inc., solely in its capacity  
as Receiver of the Property, and not in its personal  
capacity

Per:

\_\_\_\_\_  
Name:

Title:

**C & K MORTGAGE SERVICES INC. et al.**  
Applicants

-and- **VILLAGE DEVELOPMENTS INC. et al.**  
Respondents

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

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**  
(appointing Receiver - Appleby Property)

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**DAVID P. PREGER (36870L)**

Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)  
Tel: 416646-4606

**LISA S. CORNE (27974M)**

Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: 416-646-4608  
Fax: 844-670-6009

Lawyers for the Applicants



# Appendix B

PROPERTY DESCRIPTION: PT LT 15, CON 5 NNS , AS IN 546162 ; MILTON/NELSON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/07/22

OWNERS' NAMES

DEBATTISTA, PAUL

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/07/22 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/07/22**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/07/19 **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1996/07/22 **</div></div>						
119980	1961/01/25	BYLAW				C
392130	1974/06/12	AGREEMENT			THE CORPORATION OF THE TOWN OF MILTON	C
546162	1981/08/28	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	SCOTT, GLENNA MARIE	
		REMARKS: SKETCH ATTACHED				
H778534	1999/03/02	TRANSFER		*** COMPLETELY DELETED *** SCOTT, GLENNA MARIE	LALSINGH, SUSHILA LOUGH, THOMAS	
		REMARKS: PLANNING ACT STATEMENTS				
H778535	1999/03/02	CHARGE		*** COMPLETELY DELETED *** LALSINGH, SUSHILA LOUGH, THOMAS	SCOTT, GLENNA MARIE	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR58935	2001/07/04	NOTICE AGREEMENT	\$990,000	*** COMPLETELY DELETED *** LALSINGH, SUSHILA LOUGH, THOMAS	THE CORPORATION OF THE TOWN OF MILTON	C
HR244212	2003/11/18	APL (GENERAL)  REMARKS: HR58935		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF MILTON		
HR267749	2004/03/02	DISCH OF CHARGE  REMARKS: RE: H778535		*** COMPLETELY DELETED *** SCOTT, GLENNA MARIE		
HR267750	2004/03/02	CHARGE		*** COMPLETELY DELETED *** LALSINGH, SUSHILA LOUGH, THOMAS	SUMMERS, GLENNA MARIE	
HR473979	2006/05/04	TRANSFER		*** COMPLETELY DELETED *** LALSINGH, SUSHILA LOUGH, THOMAS	LOUGH, THOMAS	
HR484397	2006/06/14	NOTICE  REMARKS: HR267750		*** COMPLETELY DELETED *** LOUGH, THOMAS	SUMMERS, GLENNA MARIE	
HR582351	2007/07/09	TRANSFER REMARKS: PLANNING ACT STATEMENTS		LOUGH, THOMAS	DEBATTISTA, PAUL	
HR582352	2007/07/09	DISCH OF CHARGE  REMARKS: RE: HR267750		*** COMPLETELY DELETED *** SUMMERS, GLENNA MARIE		
HR582353	2007/07/09	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	LOUGH, THOMAS	
HR582422	2007/07/09	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	C-GARD CAPITAL INC. STRATHMAN, HELEN	
HR582442	2007/07/09	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	SAIKEN CORPORATION THE CANADA TRUST COMPANY	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR582443	2007/07/09	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	SAIKEN CORPORATION THE CANADA TRUST COMPANY	
	REMARKS: HR582442 - RENTS					
HR650339	2008/03/25	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	FIRM CAPITAL MORTGAGE FUND INC. THE EQUITABLE TRUST COMPANY	
HR650340	2008/03/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	FIRM CAPITAL MORTGAGE FUND INC. THE EQUITABLE TRUST COMPANY	
	REMARKS: HR650339-RENTS					
HR650357	2008/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** SAIKEN CORPORATION THE CANADA TRUST COMPANY		
	REMARKS: RE: HR582442					
HR650396	2008/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOUGH, THOMAS		
	REMARKS: RE: HR582353					
HR650442	2008/03/26	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	LOUGH, THOMAS	
HR650483	2008/03/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** C-GARD CAPITAL INC. STRATHMAN, HELEN		
	REMARKS: RE: HR582422					
HR714348	2008/11/05	APL (GENERAL)		*** COMPLETELY DELETED *** ROBERTSON, ATHOL BOURAS, AUDREY		
	REMARKS: CERTIFICATE OF PENDING LITIGATION					
HR740330	2009/03/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 1177730 ONTARIO LIMITED		
HR753421	2009/05/22	CERTIFICATE		*** COMPLETELY DELETED *** 1177730 ONTARIO LIMITED	DEBATTISTA, PAUL	
	REMARKS: HR740330					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #20

24965-0118 (LT)

PAGE 4 OF 11  
PREPARED FOR dinomazz  
ON 2024/02/20 AT 11:51:49

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR759743	2009/06/17	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: INCOME TAX LIEN				
HR785707	2009/09/18	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	THE CANADA TRUST COMPANY	
HR821239	2010/02/24	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	EQUIMOR FIRST MORTGAGE INCOME FUND INC. HORCHIK, DAN D'AMICO, FRANK D'AMICO, MARIA GIRVAN, STELLA GIRVAN, JAMES 909413 ONTARIO LTD. BRAY, BARRY OLYMPIA TRUST COMPANY MARTINS, ANTONIO SWEET, JOHN EQUIMOR CORPORATION ROZEN, CORNEL YUDIN, LAZAR GAUTHIER, JACQUELINE	
HR821248	2010/02/24	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	EQUIMOR FIRST MORTGAGE INCOME FUND INC. HORCHIK, DAN D'AMICO, FRANK D'AMICO, MARIA GIRVAN, STELLA GRIVAN, JAMES 909413 ONTARIO LTD. BRAY, BARRY SECURE CAPITAL MIC NIC. OLYMPIA TRUST COMPANY MARTIN, ANTONIO SWEET, JOHN EQUIMOR CORPORATION	
		REMARKS: HR650442 TO HR821239				
HR821260	2010/02/24	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	CARRIER, LAURENT	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR821286	2010/02/24	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	CARRIER, LAURENT	
		REMARKS: HR650442 TO HR821260				
HR821293	2010/02/24	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	BOURAS, AUDREY ROBERTSON, ATHOL	
HR821417	2010/02/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** 1177730 ONTARIO LIMITED		
		REMARKS: HR740330.				
HR821559	2010/02/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRM CAPITAL MORTGAGE FUND INC. THE EQUITABLE TRUST COMPANY		
		REMARKS: HR650339.				
HR823076	2010/03/02	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: HR759743.				
HR823727	2010/03/05	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	THE CANADA TRUST COMPANY	
HR824135	2010/03/08	APL AMEND ORDER		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	ROBERTSION, ATHOL BOURAS, AUDREY	
HR827031	2010/03/18	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** EQUIMOR CORPORATION	MARTIN, ANTONIO	
		REMARKS: HR821239.				
HR889698	2010/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY		
		REMARKS: HR785707.				
HR890340	2010/11/18	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	CARRIER, LAURENT	
HR890440	2010/11/18	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	CARRIER, LAURENT	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: HR650442 TO HR890340				
HR891369	2010/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** BOURAS, AUDREY ROBERTSON, ATHOL		
		REMARKS: HR821293.				
HR892135	2010/11/26	POSTPONEMENT		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY	CARRIER, LAURENT	
		REMARKS: HR823727 TO HR890340				
HR921202	2011/04/15	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
HR921226	2011/04/15	POSTPONEMENT		*** COMPLETELY DELETED *** CARRIER, LAURENT	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
		REMARKS: HR890340 TO HR921202				
HR921227	2011/04/15	POSTPONEMENT		*** COMPLETELY DELETED *** CARRIER, LAURENT	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
		REMARKS: HR821260 TO HR921202				
HR921228	2011/04/15	POSTPONEMENT		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
		REMARKS: HR823727 TO HR921202				
HR921229	2011/04/15	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
		REMARKS: HR650442 TO HR921202				
HR921291	2011/04/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUIMOR FIRST MORTGAGE INCOME FUND INC. HORCHIK, DAN D'AMICO, FRANK D'AMICO, MARIA GIRVAN, STELLA GIRVAN, JAMES 909413 ONTARIO LTD. BRAY, BARRY OLYMPIA TRUST COMPANY MARTINS, ANTONIO SWEET, JOHN ROZEN, CORNEL		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				YUDIN, LAZAR GAUTHIER, JACQUELINE EQUIMOR CORPORATION		
	REMARKS: HR821239.					
HR943664	2011/07/14	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	PACE SAVINGS & CREDIT UNION LIMITED	
	REMARKS: HR921202.					
HR995983	2012/02/16	NO CHNG ADDR INST		*** COMPLETELY DELETED *** HARBOUREDGE MORTGAGE INVESTMENT CORPORATION		
	REMARKS: HR921202.					
HR1010684	2012/04/23	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PACE SAVINGS & CREDIT UNION LIMITED	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
	REMARKS: HR921202.					
HR1248290	2015/02/18	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF MILTON		
HR1249269	2015/02/24	DECLARATION		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF MILTON		
	REMARKS: HR1248290					
HR1267512	2015/05/22	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	RED ROCK HOLDINGS INC. CHETWYND HOUSE HOLDINGS LIMITED SCHUMACHER, JOHN KELSALL	
HR1267521	2015/05/22	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	
HR1267533	2015/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARRIER, LAURENT		
	REMARKS: HR890340.					
HR1267534	2015/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARRIER, LAURENT		
	REMARKS: HR821260.					
HR1267536	2015/05/22	CHARGE	\$1,408,853	DEBATTISTA, PAUL	CARRIER, LAURENT	C



REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR1267623	2015/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOUGH, THOMAS		
		REMARKS: HR650442.				
HR1267624	2015/05/22	CHARGE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	LOUGH, THOMAS	
HR1267643	2015/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** HARBOUREDGE MORTGAGE INVESTMENT CORPORATION		
		REMARKS: HR921202.				
HR1267652	2015/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY		
		REMARKS: HR823727.				
HR1268962	2015/05/28	CT TAX ARREAR CANC		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF MILTON		
		REMARKS: HR1248290.				
HR1352511	2016/04/27	APL CH NAME INST		*** COMPLETELY DELETED *** KELSALL	KELSALL, BRIAN	
		REMARKS: HR1267512.				
HR1357040	2016/05/13	CHARGE	\$2,200,000	DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	C
HR1357041	2016/05/13	CHARGE	\$400,000	DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	C
HR1357042	2016/05/13	CHARGE	\$150,000	DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	C
HR1357068	2016/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** RED ROCK HOLDINGS INC. CHETWYND HOUSE HOLDINGS LIMITED SCHUMACHER, JOHN KELSALL, BRIAN		
		REMARKS: HR1267512.				
HR1357247	2016/05/16	NOTICE	\$1	DEBATTISTA, PAUL	CARRIER, LAURENT	C
		REMARKS: AMEND HR1267536				
HR1357248	2016/05/16	NOTICE		*** COMPLETELY DELETED *** DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	
		REMARKS: AMEND HR1267521				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR1357254 <i>REMARKS: YR1267536 TO HR1357040</i>	2016/05/16	POSTPONEMENT		CARRIER, LAURENT	VALOUR MORTGAGE SERVICES INC.	C
HR1357255 <i>REMARKS: HR1267536 TO HR1357041</i>	2016/05/16	POSTPONEMENT		CARRIER, LAURENT	VALOUR MORTGAGE SERVICES INC.	C
HR1357256 <i>REMARKS: HR1267536 TO HR1357042</i>	2016/05/16	POSTPONEMENT		CARRIER, LAURENT	VALOUR MORTGAGE SERVICES INC.	C
HR1357257 <i>REMARKS: HR1267624 TO HR1357040</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	VALOUR MORTGAGE SERVICES INC.	
HR1357258 <i>REMARKS: HR1267624 TO HR1357041</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	VALOUR MORTGAGE SERVICES INC.	
HR1357259 <i>REMARKS: HR1267624 TO HR1357042</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** LOUGH, THOMAS	VALOUR MORTGAGE SERVICES INC.	
HR1357260 <i>REMARKS: HR1267521 TO HR1357041</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** VALOUR MORTGAGE SERVICES INC.	VALOUR MORTGAGE SERVICES INC.	
HR1357261 <i>REMARKS: HR1267521 TO HR1357040</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** VALOUR MORTGAGE SERVICES INC.	VALOUR MORTGAGE SERVICES INC.	
HR1357262 <i>REMARKS: HR1267521 TO HR1357042</i>	2016/05/16	POSTPONEMENT		*** COMPLETELY DELETED *** VALOUR MORTGAGE SERVICES INC.	VALOUR MORTGAGE SERVICES INC.	
HR1359555 <i>REMARKS: HR1357040</i>	2016/05/26	NO ASSGN RENT GEN		DEBATTISTA, PAUL	VALOUR MORTGAGE SERVICES INC.	C
HR1481274 <i>REMARKS: HR1357042.</i>	2017/08/16	TRANSFER OF CHARGE		VALOUR MORTGAGE SERVICES INC.	COMMUNITY TRUST COMPANY	C
HR1549900 <i>REMARKS: TAX LIEN</i>	2018/06/18	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR1663524	2019/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** VALOUR MORTGAGE SERVICES INC.		
		REMARKS: HR1267521.				
HR1689440	2020/03/11	TRANSFER OF CHARGE		VALOUR MORTGAGE SERVICES INC.	C & K MORTGAGE SERVICES INC.	C
		REMARKS: HR1357040.				
HR1689469	2020/03/12	NO ASSGN RENT GEN		VALOUR MORTGAGE SERVICES INC.	C & K MORTGAGE SERVICES INC.	C
		REMARKS: ASSIGNS RENTS HR1359555				
HR1701309	2020/05/19	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: HR1549900.				
HR1772616	2021/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOUGH, THOMAS		
		REMARKS: HR1267624.				
HR1840810	2021/10/29	CHARGE	\$500,000	DEBATTISTA, PAUL	PINE-ONTARIO DEVELOPMENT LTD. 2487586 ONTARIO INC.	C
HR1881023	2022/04/05	TRANSFER OF CHARGE		VALOUR MORTGAGE SERVICES INC.	9929916 CANADA INC.	C
		REMARKS: HR1357041.				
HR1882026	2022/04/08	TRANSFER OF CHARGE		COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	C
		REMARKS: HR1357042.				
HR1882027	2022/04/08	TRANSFER OF CHARGE		OLYMPIA TRUST COMPANY	9929916 CANADA INC.	C
		REMARKS: HR1357042.				
HR1967509	2023/06/05	LIEN	\$10,137	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
HR1968242	2023/06/08	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
HR1983874	2023/08/21	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALVAREZ & MARSAL (CANADA) INC.	C
		REMARKS: APPOINTS ALVAREZ & MARSAL (CANADA) INC. AS RECEIVER				
HR2016284	2024/02/14	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		

REMARKS: HR1968242.

# Appendix C



RESCOM Capital  
1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

T. 416.485.2636  
F. 416.482.4043  
[www.rescomcapital.com](http://www.rescomcapital.com)

Broker Licence: 10822 C & K Mortgage Services Inc. O/A Rescom Capital

February 21, 2024

Paul DeBattista  
7686 APPLEBY LINE  
MILTON, ON L9E 0N1

## MORTGAGE STATEMENT

RE: First Mortgage on 7686 Appleby Line, MILTON, ON

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

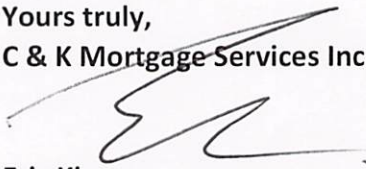
Principal as at	March 1, 2023				\$	2,200,000.00
Interest per attached schedule						249,401.33
Statement fees	13	@	\$	250.00		3,250.00
HST on Statement fees						422.50
Late/Non Payment fees	29	@	\$	200.00		5,800.00
HST on Late/Non Payment fees						754.00
Fees for enforcement proceedings	66.7 Hours @		\$300			20,010.00
HST on Fees for enforcement proceedings						2,601.30
Mortgage Extension fees						34,833.33
Renewal fee						22,000.00
Balance of renewal fee 7738 Appleby						12,500.00
Protective Disbursements or payables						6,214.74
Balance in Rescom Capital trust account					Credit	(9,622.91)
Legal fees to February 21, 2024						40,445.53
Total Due - Payable to C&K Mortgage Services Inc. In Trust						\$ 2,588,609.82

Per diem \$ 733.75 if payment not received by 1 PM on February 21, 2024

This statement is valid until December 1, 2023

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

Additional legal fees may apply

  
Eric Kis  
Controller  
[eric@rescomcapital.com](mailto:eric@rescomcapital.com)

e&oe

**RE: First Mortgage on 7686 Appleby Line, MILTON, ON**

**Interest Owing**

Interest on late payments	to	April 1, 2023	\$	2,227.95
Interest to	April 1, 2023			20,166.67
Late Interest to	May 1, 2023			205.28
Interest to	May 1, 2023			20,166.67
Late Interest to	June 1, 2023			392.03
Interest to	June 1, 2023			20,166.67
Late Interest to	July 1, 2023			580.48
Interest to	July 1, 2023			20,166.67
Late Interest to	August 1, 2023			770.66
Interest to	August 1, 2023			20,166.67
Late Interest to	September 1, 2023			962.59
Interest to	September 1, 2023			20,166.67
Late Interest to	October 1, 2023			1,156.27
Interest to	October 1, 2023			20,166.67
Late Interest to	November 1, 2023			1,351.73
Interest to	November 1, 2023			20,166.67
Late Interest to	December 1, 2023			1,548.99
Interest to	December 1, 2023			20,166.67
Late Interest to	January 1, 2024			1,748.05
Interest to	January 1, 2024			20,166.67
Late Interest to	February 1, 2024			1,948.93
Interest to	February 1, 2024			20,166.67
Late Interest to	February 21, 2024	20 days @	70.74	1,414.80
Interest to	February 21, 2024	20 days @	663.01	13,260.20
<b>Total Interest</b>				<b>249,401.33</b>

# Appendix D



P: (416) 551-1900

W: pettlelaw.com



F: (905) 683-8534

E: mike@pettlelaw.com

Michael Pettle Professional Corporation

February 21, 2024

File No. 23-1271

*Sent Via Email:* [pauldebattista@outlook.com](mailto:pauldebattista@outlook.com) & [dgmazzorate@bellnet.ca](mailto:dgmazzorate@bellnet.ca)

**Dino Mazzorato**  
**Barrister & Solicitor**  
79 Martin Street  
Milton, ON L9T 2R3

Attention: Dino Mazzorato

Re: Payout Statement of Second Mortgage registered as Instrument Number HR1357041 registered against 7686 Appleby Lane, Milton, ON L9T 2Y1 (the “**Property**”) as 9929916 Canada Inc. (the “**Lender**”) loan to Paul Debattista (the “**Borrower**”)

I, Michael J. Pettle, am the solicitor acting on behalf of the **9929916 Canada Inc.** in regards to the Second mortgage provided to **Paul Debattista** secured against the Property registered as Instrument Number **HR1357041** registered on **May 13, 2016**. As per your request, please be advised that the balance due and owing with respect to the above mortgage loan is as follows:

<b>Mortgage Loan:</b>	
Principal Outstanding as of February 23, 2024	\$400,000.00
Renewal / Extension Fee	\$56,000.00
Interest Owing from March 2 to November 30, 2023 (273 days)	\$35,902.23
Interest Owing from November 30, 2023 to February 23, 2024 (85 days)	\$11,178.35
Late Payment Fees	\$2,700.00
Interest on Late Payments	\$2,000.00
<b>Fees:</b>	
Discharge Statement Fee	\$1,500.00
Discharge Preparation & Execution Fee	\$600.00
Legal Fee for Discharge and issuing Statement of Claim (including HST)	\$2,284.00
Discharge Registration	\$82.00
<b>TOTAL REQUIRED TO DISCHARGE</b>	<b>\$512,246.58</b>
<b>Per Diem: \$131.51</b>	

All payments must be made by way of certified funds payable to “**Michael Pettle Professional Corporation, In Trust**”. Please note that payment must be received no later than **2 p.m.** on the date of discharge. Any payments received thereafter will be subject to the *per-diem* referred to above. Please note this statement is only valid until **February 23, 2024**, after which time a new statement must be obtained as there may be additional costs.

Yours very truly,

Michael J. Pettle

Barrister, Solicitor & Notary Public

3063 Lake Shore Blvd. W., Etobicoke, Ontario M8V 1K6

# Appendix E

P: (416) 551-1900

W: pettlelaw.com



F: (905) 683-8534

E: mike@pettlelaw.com

Michael Pettle Professional Corporation

February 21, 2024

File No. 23-1271

**Sent Via Email:** [esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com) & [dgmazzorate@bellnet.ca](mailto:dgmazzorate@bellnet.ca)

**Dino Mazzorato**  
**Barrister & Solicitor**  
79 Martin Street  
Milton, ON L9T 2R3

Attention: Dino Mazzorato

Re: Payout Statement of Third Mortgage registered as Instrument Number HR1357042 registered against 7686 Appleby Lane, Milton, ON L9T 2Y1 (the “**Property**”) as 9929916 Canada Inc. (the “**Lender**”) loan to Paul Debattista (the “**Borrower**”)

I, Michael J. Pettle, am the solicitor acting on behalf of the **9929916 Canada Inc.** in regards to the Third mortgage provided to **Paul Debattista** secured against the Property registered as Instrument Number **HR1357042** registered on **May 13, 2016**. As per your request, please be advised that the balance due and owing with respect to the above mortgage loan is as follows:

<b>Mortgage Loan:</b>	
Principal Outstanding	\$150,000.00
Renewal / Extension Fee	\$21,000.00
Interest Owing from January 13 to November 30, 2023 (321 days)	\$17,147.82
Interest Owing from November 30, 2023 to February 23, 2024 (85 days)	\$4,540.70
Late Payment Fees	\$3,000.00
Interest on Late Payments	\$1,113.75
<b>Fees:</b>	
Discharge Statement Fee	\$1,500.00
Discharge Preparation & Execution Fee	\$600.00
Legal Fee for Discharge and issuing Statement of Claim (including HST)	\$1,945.00
Discharge Registration	\$82.00
<b>TOTAL REQUIRED TO DISCHARGE</b>	<b>\$200,929.27</b>
<b>Per Diem: \$53.42</b>	

All payments must be made by way of certified funds payable to “**Michael Pettle Professional Corporation, In Trust**”. Please note that payment must be received no later than **2 p.m.** on the date of discharge. Any payments received thereafter will be subject to the *per-diem* referred to above. Please note this statement is only valid until **February 23<sup>rd</sup>, 2023**, after which time a new statement must be obtained as there may be additional costs.

Yours very truly,  
*Michael Pettle*  
Michael J. Pettle

Barrister, Solicitor & Notary Public

3063 Lake Shore Blvd. W., Etobicoke, Ontario M8V 1K6

# Appendix F

## **MORTGAGE STATEMENT FOR INFORMATION PURPOSES**

RE: DISCHARGE OF LAURENT CARRIE MORTGAGE TO PAUL DEBATTISTA  
7686 APPLEBY LINE, MILTON, ONTARIO  
AS AT JANUARY 1, 2024

---

Loan Principal:	\$1,408,853.00
Interest on principal loan @ 14% from May 15, 2015 to January 1, 2024	\$1,701,985.26
Less interest payment received on or about March 15, 2016	25,000.00
Total Balance owing	\$3,085,838.26
Payable by certified cheque to: <b>Estate of Laurent Carrier</b>	<b><u>\$3,085,838.26</u></b>

DATED AT Richmond Hill this      day of January, 2024

**ESTATE OF LAURENT CARRIER**

Per: \_\_\_\_\_

Mary Carrier  
Estate Trustee

E. & O.E.

# Appendix G

**From:** [George Benchetrit](#)  
**To:** ["dgmazzorato@bellnet.ca"](mailto:dgmazzorato@bellnet.ca)  
**Cc:** [Mann, Esther](#); ["Paul Debattista"](#); [Ferguson, Stephen](#)  
**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.  
**Date:** Tuesday, February 20, 2024 2:48:44 PM

---

**[EXTERNAL EMAIL]: Use Caution**

Dino,

Please send the updated PIN page.

There should be no uncertainty as to the lenders' requirements here. Are they requiring discharges of all mortgages and liens prior to the release of funds? Any other requirements?

---

**George Benchetrit | Partner\***  
\*Denotes Professional Corporation  
**Chaitons LLP | T: 416.218.1141**

---

**From:** Dino G. Mazzorato <dgmazzorato@bellnet.ca>  
**Sent:** Tuesday, February 20, 2024 2:38 PM  
**To:** George Benchetrit <George@chaitons.com>  
**Cc:** 'Mann, Esther' <esther.mann@alvarezandmarsal.com>; 'Paul Debattista' <pauldebattista@outlook.com>  
**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.

CAUTION: [External]

Conditions in the commitment letter have been met so I interpreted the e-mail to mean there are no terms except the standard exchange of documents and registration of the mortgage. Please terminate the listing as Paul has established that funds are available. Pulled a PIN page this morning and the HST lien has been discharged.

**Dino Mazzorato**

☎: (905) 878-4149

Fax: (905) 878-4984

✉: [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this.

---

**From:** George Benchetrit <[George@chaitons.com](mailto:George@chaitons.com)>  
**Sent:** Tuesday, February 20, 2024 12:04 PM  
**To:** 'dgmazzorato@bellnet.ca' <[dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)>  
**Cc:** 'Mann, Esther' <[esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com)>; 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>  
**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.

Thanks Dino.

As previously indicated, we still need confirmation from Gabriel regarding the terms for the release of those funds to the Receiver.

---

**George Benchetrit | Partner\***  
\*Denotes Professional Corporation  
**Chaitons LLP | T: 416.218.1141**

---

**From:** Dino G. Mazzorato <[dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)>  
**Sent:** Tuesday, February 20, 2024 11:56 AM  
**To:** George Benchetrit <[George@chaitons.com](mailto:George@chaitons.com)>  
**Cc:** 'Mann, Esther' <[esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com)>; 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>  
**Subject:** FW: DeBattista Mortgage 7686 Appleby Line.

CAUTION: [External]

Confirmation funds are being held by Gabriel.

**Dino Mazzorato**

☎: (905) 878-4149

Fax: (905) 878-4984

✉: [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only



for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this.

---

**From:** Gabriel Krikunez <[gabriel@gklaw.ca](mailto:gabriel@gklaw.ca)>  
**Sent:** Tuesday, February 20, 2024 11:42 AM  
**To:** [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)  
**Cc:** 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>  
**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.

Attached are copies of the drafts I received, the names of the issuers being noted at the top left of the drafts.

As you know, the funds are to be used to complete the mortgage transaction contemplated between my clients and Paul Debattista and Village Developments Inc. There are no specific terms of release otherwise.

Gabriel Krikunez, B.Sc., MBA, LL.B.  
Barrister and Solicitor, Notary Public  
T: 416-665-9000  
F: 416-665-9002  
2180 Steeles Ave. West  
Suite 213  
Vaughan, ON  
L4K 2Z5

[www.gklaw.ca](http://www.gklaw.ca)

\*\*\*\*\*

This e-mail (including attachments, if any) may be privileged and/or confidential, is intended for the above named recipient(s) only and the sender does not waive any related rights and obligations. Any distribution, use or copying, or disclosure of this e-mail or the information it contains by other than the intended recipient is strictly prohibited. If you received this e-mail in error, please advise me (by return e-mail or otherwise) and delete this e-mail from your system, immediately.

Ce courrier électronique et les fichiers qui peuvent y être attachés est confidentiel et protégé, destiné uniquement aux personnes indiquées dans l'en-tête. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie, ou divulcation de ce message ou des renseignements qu'il contient par une personne qu'un destinataire envisagé de celui-ci est strictement défendue. Si vous recevez ce courrier électronique par erreur, veuillez m'en aviser immédiatement, par retour de courrier électronique ou par un autre moyen et supprimer immédiatement ce message de votre système.

---

**From:** Dino G. Mazzorato <[dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)>  
**Sent:** February 16, 2024 3:24 PM  
**To:** 'George Benchetrit' <[George@chaitons.com](mailto:George@chaitons.com)>; Gabriel Krikunez <[gabriel@gklaw.ca](mailto:gabriel@gklaw.ca)>  
**Cc:** 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>; 'Mann, Esther' <[esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com)>; 'Ferguson, Stephen' <[sferguson@alvarezandmarsal.com](mailto:sferguson@alvarezandmarsal.com)>  
**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.

Can you do what is requested Gabriel.

**Dino Mazzorato**

☎: (905) 878-4149

Fax: (905) 878-4984

✉: [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this.

---

**From:** George Benchetrit <[George@chaitons.com](mailto:George@chaitons.com)>

**Sent:** Friday, February 16, 2024 3:19 PM

**To:** 'dgmazzorato@bellnet.ca' <[dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)>; 'Gabriel Krikunez' <[gabriel@gklaw.ca](mailto:gabriel@gklaw.ca)>

**Cc:** 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>; 'Mann, Esther'

<[esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com)>; Ferguson, Stephen <[sferguson@alvarezandmarsal.com](mailto:sferguson@alvarezandmarsal.com)>

**Subject:** RE: DeBattista Mortgage 7686 Appleby Line.

Thank you.

I'll need an email directly from whoever holds the funds detailing as follows:

- Identity of the lender(s)
- Amounts held in trust
- Terms or conditions for the release of the funds

GB

---

**George Benchetrit | Partner\***

\*Denotes Professional Corporation

**Chaitons LLP | T: 416.218.1141**

-----Original Message-----

From: Dino G. Mazzorato <[dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)>

Sent: Friday, February 16, 2024 3:09 PM

To: 'Gabriel Krikunez' <[gabriel@gklaw.ca](mailto:gabriel@gklaw.ca)>; George Benchetrit <[George@chaitons.com](mailto:George@chaitons.com)>

Cc: 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>; 'Mann, Esther' <[esther.mann@alvarezandmarsal.com](mailto:esther.mann@alvarezandmarsal.com)>  
Subject: RE: DeBattista Mortgage 7686 Appleby Line.

CAUTION: [External]

George,  
See email below regarding confirmation of receipt of the mortgage advance received from first mortgage's counsel, Gabriel Krikunez.  
You can reach out to him if you require anything further.

Dino Mazzorato

D: (905) 878-4149

Fax: (905) 878-4984

(: [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this.

-----Original Message-----

From: Gabriel Krikunez <[gabriel@gklaw.ca](mailto:gabriel@gklaw.ca)>

Sent: Friday, February 16, 2024 3:04 PM

To: [dgmazzorato@bellnet.ca](mailto:dgmazzorato@bellnet.ca)

Cc: 'Paul Debattista' <[pauldebattista@outlook.com](mailto:pauldebattista@outlook.com)>

Subject: RE: DeBattista Mortgage 7686 Appleby Line.

I now have the funds.

Gabriel Krikunez, B.Sc., MBA, LL.B.  
Barrister and Solicitor, Notary Public  
T: 416-665-9000  
F: 416-665-9002  
2180 Steeles Ave. West  
Suite 213  
Vaughan, ON  
L4K 2Z5

[www.gklaw.ca](http://www.gklaw.ca)

\*\*\*\*\*

This e-mail (including attachments, if any) may be privileged and/or confidential, is intended for the above named recipient(s) only and the sender does not waive any related rights and obligations. Any distribution, use or copying, or disclosure of this e-mail or the information it contains by other than the intended recipient is strictly prohibited. If you received this e-mail in error, please advise me (by return e-mail or otherwise) and delete this e-mail from your system, immediately. Ce courrier électronique et les fichiers qui peuvent y être attachés est confidentiel et protégé, destiné uniquement aux personnes indiquées dans l'en-tête. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie, ou divulgation de ce message ou des renseignements qu'il contient par une personne qu'un destinataire envisagé de celui-ci est strictement défendue Si vous recevez ce courrier électronique par erreur, veuillez m'en aviser immédiatement, par retour de courrier électronique ou par un autre moyen et supprimer immédiatement ce message de votre système.

# Appendix H

**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 February 21, 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 7686 Appleby Line, 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 February 17, 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 63.6 hours in connection with this matter, giving rise to fees and disbursements totaling \$45,176.25 (inclusive of disbursements of \$275.98 and HST of \$5,197.27).

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 Paul DeBattista’s Notice of Motion and as described in Section 3.0 of the First Report of the Receiver dated February 21, 2024, the anticipated fees of the Receiver, exclusive of taxes and disbursement, to discharge are anticipated to not exceed \$15,000.

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 on )  
February 21, 2024, in accordance )  
with O. Reg 431/20, Administering )  
Oath or Declaration Remotely,



A commissioner, etc. )  
Laura Culleton )

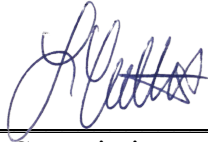


**STEPHEN FERGUSON**



This is **Exhibit "1"** of the

Affidavit of Stephen Ferguson  
Sworn before me this 21st day of February 2024

A handwritten signature in blue ink, appearing to read "R. H. Hutto", is written over a horizontal line.

A Commissioner, etc.



February 20, 2024

7686 Appleby Line (Appleby Property)  
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

**7686 APPLEBY LINE (APPLEBY PROPERTY) (the "Company")**

**INVOICE #1 – 848234**

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 February 17, 2024.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate *</u>	<u>Total</u>
S. Ferguson, Managing Director	9.2	\$955-\$1,050	\$9,128.00
E. Mann, Director	42.4	\$600-\$675	26,295.00
K. Meng, Analyst	10.6	\$360-\$380	3,820.00
A. Singels-Ludvik, Manager	1.4	\$325-\$350	460.00
	<u>63.6</u>		<u>\$39,703.00</u>
Add: Out of pocket expenses including case website maintenance charges, courier and research charges re property tax			<u>275.98</u>
			<u>\$39,978.98</u>
Add: HST @ 13%			<u>5,197.27</u>
<b>TOTAL INVOICE</b>			<u><b>\$45,176.25</b></u>

*\*Rate increase effective January 1, 2024*

**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 #: 7686 Appleby Line – Inv #1 (848234)  
HST#: 83158 2127 RT0001

<b><u>S. Ferguson</u></b>	<b><u>Hrs.</u></b>
Aug 14 Review of materials; emails to counsel to Applicant regarding same; call with Applicant.	0.5
Aug 15 Preparation for an attendance on Initial Hearing in respect of the receivership application.	0.2
Aug 17 Call with Applicant regarding property matters.	0.1
Aug 21 Internal update regarding property matters.	0.2
Aug 22 Attending to insurance and banking matters.	0.4
Aug 25 Review of Notice to Creditors; update with Appraiser.	0.2
Sept 7 Review of Occupancy Agreement; internal discussion regarding same.	0.7
Sept 11 Update discussion regarding property next steps.	0.3
Sept 12 Review of appraisal.	0.3
Sept 15 Internal discussion regarding sale process; review of purchase agreement.	0.4
Sept 27 Internal call regarding commitment letter and sale process.	0.6
Oct 4 Call with G. Gruneir regarding various matters; internal discussion regarding same.	0.2
Dec 8 Review of offers received on the property; internal discussions regarding same.	1.0
Dec 12 Internal discussion regarding offers received; call with Chaitons regarding same.	0.5
Feb 13 Internal discussion regarding upcoming court hearing; review of DeBattista materials.	1.0
Feb 14 Attending on Court hearing; follow-up discussion regarding same.	0.8
Feb 16 Call with Chaitons regarding next steps; internal discussion regarding same.	0.8
Feb 17 Internal communications regarding draft first report to Court (the "First Report") preliminary review of same.	1.0
<b>TOTAL – S. Ferguson</b>	<b>9.2 hrs.</b>

<b><u>E. Mann</u></b>	<b><u>Hrs.</u></b>
Aug 21 Attend at site to inspect the Property and attend call with P. DeBattista regarding the Property.	3.0
Aug 22 Arrange for insurance.	0.3
Aug 23 Draft Notice to Creditors.	1.5
Aug 25 Arrange for insurance; continue to draft Notice to Creditors; and discussions with P. DeBattista regarding existing creditors.	2.5
Aug 28 Finalize Notice to Creditors and arrange for mailout of same.	0.5
Aug 29 Prepare draft occupancy agreement between the Receiver and P. DeBattista and his family (the “Occupancy Agreement”) and discussions with Chaitons regarding same.	1.8
Aug 30 Correspond with P. DeBattista regarding appraisal and Occupancy Agreement.	0.8
Aug 31 Attend at the property; observe the appraisal process; and discussions with P. DeBattista on general matters.	2.5
Sept 10 Attend call with Right at Home Realty (“RAR”) regarding the listing; coordinate with P. DeBattista regarding the Occupancy Agreement.	1.5
Sept 11 Review marketing proposal from RAR.	0.4
Sept 13 Discuss marketing proposal from RAR internally and review draft listing agreement.	1.0
Sept 15 Finalize listing agreement with RAR.	0.3
Sept 25 Review OREA agreement and discussions with RAR regarding same; and attend call with P. DeBattista regarding the Occupancy Agreement.	1.0
Sept 27 Finalize OREA agreement and discussions with P. DeBattista regarding viewings protocol.	1.0
Oct 24 Call with G. Gruneir regarding various matters.	0.3
Oct 25 Attend call with RAR regarding listing updates and discussions with P. DeBattista regarding viewings protocol.	0.5
Oct 30 Draft letter to P. DeBattista regarding failure to comply with the Occupancy Agreement.	0.2

Nov 1	Attend call with P. DeBattista regarding viewings and redemption proposal.	0.3
Nov 6	Attend call with G. Gruneir and P. DeBattista regarding general file matters.	0.6
Nov 24	Attend call with P. DeBattista and RAR regarding viewing protocols.	1.7
Nov 27	Draft letter to P. DeBattista regarding failure to comply with the Occupancy Agreement.	1.0
Nov 29	Correspond with P. DeBattista regarding payment of the occupancy fee.	0.3
Dec 7	Review offer submitted; discussions with RAR and internally on same.	1.5
Dec 11	Attend call with P. DeBattista and his counsel regarding the proposed redemption by P. DeBattista.	3.2
Dec 12	Attend calls with Chaitons and P. DeBattista regarding the proposed redemption; and discussions with creditors regarding proposed redemption.	2.8
Dec 20	Attend call with counsel to P. DeBattista and Chaitons regarding the proposed discharge motion.	0.5
Jan 7	Begin drafting the First Report and review various payout statements.	4.6
Jan 12	Attend call with the Estate of Laurent Carrier regarding the proposal from P. DeBattista.	0.5
Jan 29	Call with P. DeBattista regarding delays surrounding the proposed discharge motion.	0.5
Feb 12	Review offer received and materials submitted by P. DeBattista.	0.3
Feb 13	Call with RAR regarding offer received; discussions with Chaitons regarding the upcoming hearing;	0.5
Feb 14	Attend on Court hearing and follow-up discussions with Chaitons regarding same; update flow of funds summary.	2.3
Feb 17	Update First Report.	2.7
<b>TOTAL – E. Mann</b>		<b>42.4 hrs.</b>

<u>K. Meng</u>	<u>Hrs.</u>	
Aug 22	Correspond with insurance brokers; and prepare a Notice to Creditors.	2.0
Aug 28	Finalize and send Notice to Creditors.	1.2
Sept 5	Update case website.	0.5
Sept 8	Correspond with various creditors on general file matters.	0.4
Sept 24	Review listing agreement with RAR.	1.5
Sept 25	Review OREA agreement and correspond with RAR regarding same.	1.7
Sept 27	Finalize OREA agreement and internal discussions around same.	1.9
Sept 28	Correspond with A. Cassidy regarding listing updates.	0.3
Dec 6	Obtain property tax certificate from the Town of Milton.	0.2
Dec 11	Correspond with P. DeBattista regarding property tax payments.	0.3
Dec 27	Correspond with P. DeBattista regarding payment of the occupancy fee.	0.2
Dec 28	Correspond with P. DeBattista regarding payment of the occupancy fee.	0.2
Feb 17	Obtain property tax certificate from the Town of Milton.	0.2
<b>TOTAL – K. Meng</b>		<b>10.6 hrs.</b>

<u><b>A. Singels-Ludvik</b></u>		<u><b>Hrs.</b></u>
Aug 29	Process invoice for payment and update Schedule of Receipts and Disbursements (“R&D”).	0.2
Sept 12	Process invoice for payment and update R&D.	0.2
Sept 19	Process invoice for payment and update R&D.	0.2
Oct 19	Process invoice for payment and update R&D.	0.2
Nov 21	Process invoice for payment and update R&D.	0.2
Dec 20	Process invoice for payment and update R&D.	0.2

**7686 Appleby Line – 848234**

**DETAILED SUMMARY – August 15, 2023 to February 17, 2024**

Feb 2          Process invoice for payment and update R&D.

0.2

**TOTAL – A. Singels-Ludvik**

**1.4 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**

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, ON M2N 7E9

**George Benchetrit (34163H)**  
Tel: (416) 218-1141  
Email: [george@chaitons.com](mailto:george@chaitons.com)

**Laura Culleton (82428R)**  
Tel: (416)-218-1128  
Email: [laurac@chaitons.com](mailto:laurac@chaitons.com)

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



# Appendix I

**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 LAURA CULLETON**  
(sworn February 20, 2024)

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

1. I am an associate 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 7686 Appleby Line, Milton, Ontario (the “**Milton 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 allocated to the Milton Property for the period to and including January

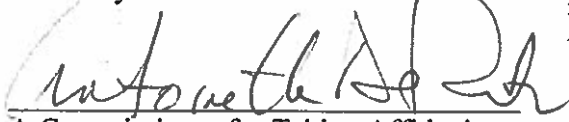
31, 2024, totalling \$6,601.87 (comprised of fees of \$5,750.25, \$104.09 of disbursements and HST of \$747.53).

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 sought on the motion by Paul DeBattista is granted on February 23, 2024, should not exceed \$12,000 plus disbursements and HST, including time already incurred in February 2024 and the upcoming motion.

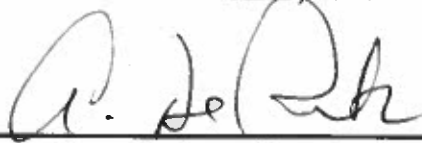
SWORN by Laura Culleton )  
of the City of Toronto, Province of )  
Ontario, before me at the City of )  
Toronto, in the Province of Ontario, )  
This 20<sup>th</sup> day of February, 2024, in )  
Accordance with O. Reg. 431/20, )  
Administering Oaths or Declaration )  
Remotely )

  
A Commissioner for Taking Affidavits, etc.

  
\_\_\_\_\_  
Laura Culleton

Antoinette DePinto, a Commissioner, etc.,  
Province of Ontario, for Chaitons LLP,  
Barristers and Solicitors.  
Expires November 23, 2026.

**THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF LAURA CULLETON  
SWORN BEFORE ME THIS 20TH  
DAY OF FEBRUARY, 2024**

A handwritten signature in black ink, appearing to be "A. DeR...", is written over a horizontal line.

**A Commissioner Etc.**

**TIME DOCKETS - RECEIVERSHIP OF 786 APPLEBY LINE, MILTON, ONTARIO**

<b>Date</b>	<b>Docket</b>	<b>Amount</b>
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
Sep 7, 23	Telephone conference with E Mann re Battista occupancy issues	\$238.50
Sep 15, 23	Telephone conference with E Mann re receivership properties and payouts or buyouts by P Di Battista	\$318.00
Oct 25, 23	Telephone conferences with A&M and G Gruneir re refinancings and related issues	\$159.00
Oct 29, 23	Memos to and from A&M and drafting letter to Dibattistas re Milton property	\$397.50
Nov 22, 23	Telephone conference with N Arete 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
Nov 27, 23	Memos to and from E Mann re default letter to DiBattistas	\$238.50
Dec 12, 23	Memos to and from A&M and D Mazzorato and Telephone conference with A&M re payments to mortgagees	\$636.00
Dec 19, 23	Telephone conference with D Mazzorato and E Mann re service list, relief sought, related issues for discharge motion	\$397.50
Jan 16, 24	Memos to and from D Mazzorato and A&M re Appleby hearing and related issues	\$330.00
Jan 17, 24	Memos to and from A&M and Telephone conference with D Mazzorato re status of Appleby payout	\$412.50
Jan 18, 24	Memos to and from S Ferguson and Telephone conference with D Mazzorato re deadlines for court hearing, etc.	\$330.00
Jan 25, 24	Memos to and from and Telephone conference with G Gruneir, S Ferguson re status of refinancing for Appleby	\$412.50
Jan 31, 24	Memos to and from A&M and D Mazzorato re appraisal for Appleby	\$330.00
<b>TOTAL</b>		<b>\$5,750.25</b>

BREAKDOWN	
Time Dockets Subtotal	\$5,750.25
Disbursements (Non-Taxable – See Attached Schedule A)	\$104.09
HST On Time Dockets	\$747.53
<b>TOTAL</b>	<b>\$6,601.87</b>

Schedule "A"

Matter Description

Matter Number

Client


VILLAGE DEVELOPMENTS INC. ET AL  
77448   
ALVAREZ & MARSAL CANADA INC.

Description

Government Disbursement Internet Search

Index	Date	Timekeeper	Quantity	Rate	Worked Amount	Billable Amount	Bill Date	Invoice
<u>2463290</u>	8/25/2023	BENCHETRIT, GEORGE	1.00	8.00	8.00	8.00	8/31/2023	292506
<u>2463292</u>	8/25/2023	BENCHETRIT, GEORGE	1.00	8.00	8.00	8.00	8/31/2023	292506
<u>2463294</u>	8/25/2023	BENCHETRIT, GEORGE	1.00	8.00	8.00	8.00	8/31/2023	292506
<u>2518662</u>	1/3/2024	BENCHETRIT, GEORGE	1.00	72.09	72.09	72.09	1/31/2024	295489
<u>2518671</u>	1/3/2024	BENCHETRIT, GEORGE	1.00	8.00	8.00	8.00	1/31/2024	295489
					104.09	104.09		

**THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF LAURA CULLETON  
SWORN BEFORE ME THIS 20TH  
DAY OF FEBRUARY, 2024**

A handwritten signature in black ink, appearing to be "A. J. DeLoach", is written over a horizontal line.

**A Commissioner Etc.**



**MEMBERS OF CHAITONS LLP**

	Year of Call	Hourly Rate	Total Hours	Total Time Charges
George Benchetrit	1993	\$795.00	4.95	\$3,935.25
George Benchetrit	1993	\$825.00	2.20	\$1,815.00
<b>TOTAL</b>			<b>7.15</b>	<b>\$5,750.25</b>

**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 LAURA CULLETON**

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, ON M2N 7E9

**George Benchetrit (34163H)**  
Tel: (416) 218-1141  
Email: [george@chaitons.com](mailto:george@chaitons.com)

**Laura Culleton (82428R)**  
Tel: (416)-218-1128  
Email: [laurac@chaitons.com](mailto:laurac@chaitons.com)

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

**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

**FIRST REPORT OF THE RECEIVER**

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, ON M2N 7E9

**George Benchetrit (34163H)**  
Tel: (416) 218-1141  
Email: [george@chaitons.com](mailto:george@chaitons.com)

**Laura Culleton (82428R)**  
Tel: (416)-218-1128  
Email: [laurac@chaitons.com](mailto:laurac@chaitons.com)

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