

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**CANADIAN IMPERIAL BANK OF COMMERCE**

**Applicant**

**and**

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,  
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &  
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

**Respondents**

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*  
*ACT*, R.S.C. 1985, C.B-3, AS AMENDED, SECTION 68 OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990 C. C. 30, AND UNDER SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C. 43**

**NINTH REPORT  
OF  
ALVAREZ & MARSAL CANADA INC.,  
AS RECEIVER AND MANAGER AND CONSTRUCTION LIEN TRUSTEE  
OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF URBANCORP  
(LESLIEVILLE) DEVELOPMENTS INC., URBANCORP (RIVERDALE)  
DEVELOPMENTS INC., & URBANCORP (THE BEACH) DEVELOPMENTS INC.**

**June 12, 2019**

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## 1.0 OVERVIEW

1. On May 31, 2016, the Ontario Superior Court of Justice (the “**Court**”) granted an order (the “**Appointment Order**”) appointing Alvarez & Marsal Canada Inc. as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 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, and as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”, and together with the Receiver, the “**Construction Receiver**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the “**CLA**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp (Riverdale) Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale, the “**Guarantors**”, and the Guarantors, together with UC Leslieville, the “**Debtors**”) (such proceedings, the “**Receivership Proceedings**”).
2. On March 18, 2019, the Certain Curzon Purchasers (as defined in the Agreed Statement of Facts, defined below) filed a motion in these proceedings challenging one of the purchase price adjustments charged by the Construction Receiver in connection with the sale of residential townhouse units at UC Leslieville’s Curzon Street construction project (the “**Certain Curzon Purchaser Motion**”).
3. In response to the Certain Curzon Purchaser Motion, the Certain Curzon Purchasers, UC Leslieville’s ranking secured creditor Terra Firma Capital Corporation (“**Terra Firma**”) and the Construction Receiver negotiated an agreed statement of facts, dated June 11, 2019 (the “**Agreed Statement of Facts**”). A copy of the Agreed Statement of Facts is attached hereto as Exhibit “A”.
4. Capitalized terms not otherwise defined in this Ninth Report of the Construction Receiver (the “**Ninth Report**”) are as defined in the Agreed Statement of Facts. For appropriate context on the issues, the Construction Receiver recommends readers review the Agreed Statement of Facts prior to reviewing this Ninth Report.

### 1.1 *Purpose of the Report*

5. The purpose of this Ninth Report is to provide the Construction Receiver’s position on the Certain Curzon Purchaser Motion, and to supplement the Agreed Statement of Facts with information regarding the average purchase price paid for Leslieville Units by Opt-In Leslieville Purchasers and New Leslieville Purchasers.
6. In addition to this Ninth Report, the Construction Receiver has prepared a supplement to the Ninth Report, dated contemporaneously herewith (the “**Supplement**”), which includes a description of certain correspondence related to the negotiation of the Opt-In Leslieville Purchaser APS, and copies of such correspondence.

7. The Construction Receiver understands the Certain Curzon Purchasers object to the admissibility and/or privileged nature of such correspondence. In the Construction Receiver's view, the correspondence is relevant to the Issue for Determination, and not privileged. The Construction Receiver has been advised by Terra Firma that Terra Firma holds the same view.
8. The Supplement will be provided to Shibley Righton and Terra Firma, but not filed with the Court, pending resolution of the Certain Curzon Purchasers' privilege concerns.

## 1.2 *Currency*

9. Unless otherwise noted, all currency references in this Ninth Report are to Canadian dollars.

## 2.0 **CONSTRUCTION RECEIVER'S POSITION REGARDING PARKS LEVY**

10. In the Construction Receiver's view, for the reasons set out below, in the Agreed Statement of Facts and in its factum, the Parks Levy was correctly charged as a purchase price adjustment on closing of the Leslieville Units.
11. Purchase price closing adjustments are clearly provided for in each Certain Curzon Purchaser's Opt-In Leslieville Purchaser APS, including in respect of the Parks Levy at section 7(d)(iii), referred to in the Agreed Statement of Facts as the "Park Levy Clause".
12. The Opt-In Leslieville Purchaser APS generally, and the Park Levy Clause specifically, was the product of a highly negotiated settlement process in which Opt-In Leslieville Purchasers were represented by sophisticated counsel, Dickinson Wright. The Opt-In Leslieville Purchaser APS, including the Park Levy Clause, was subsequently approved by the Court in connection with the approval of the Settlement generally.
13. The fundamental question for the Court in determining the Issue for Determination is interpreting the Park Levy Clause: either subsection 7(d)(iii) is meant to include the cost that the UC Leslieville estate incurred in connection with conveying the Parkland to the City, as the Construction Receiver maintains, or it is only meant to include the cost to the UC Leslieville estate if the City were to have elected to take a cash payment in lieu of such conveyance, as the Certain Curzon Purchasers maintain.
14. In the Construction Receiver's view, physical conveyance of land is economically identical to paying cash-in-lieu of the same value, and therefore constitutes payment of a park levy. It would be commercially unreasonable and lead to perverse economic incentives if the Park Levy Clause was interpreted to allocate the risk and economic cost of a physical conveyance of land on the UC Leslieville estate, but allocate the risk and identical economic cost of the requirement by a

municipality to pay cash-in-lieu of conveying the land on the Leslieville Unit purchasers.

15. Notwithstanding the Construction Receiver’s position on this point, as reported in the Eighth Report of the Construction Receiver, it is currently holding in reserve \$700,000, representing the aggregate Parks Levy, plus a reserve for costs (the “**Park Levy Reserve**”).

### **3.0 AVERAGE PURCHASE PRICES FOR LESLIEVILLE UNITS**

16. As described in the Agreed Statement of Facts, fifteen (15) Leslieville Units were purchased by New Leslieville Purchasers, thirteen (13) of which were subject to caps on purchase price adjustments.
17. However, New Leslieville Purchasers who negotiated a cap on their purchase price adjustments paid a significantly higher aggregate purchase price for their Leslieville Units than Opt-In Leslieville Purchasers, even taking into account the “top up” payment of \$255,000 paid by Opt-In Leslieville Purchasers as part of the Settlement and the Parks Levy.
18. Average purchase prices have been compiled by the Construction Receiver and are set out in Exhibit “B”, based on the statements of adjustments delivered in connection with closing.
19. The attached analysis breaks the Leslieville Units into model categories A1, A2, A3 and B, based on the various model levels at the Leslieville Project. In order to calculate a consistent, base Leslieville Unit purchase price, the purchase prices each include one parking unit. The purchase price of any extra parking and storage units purchased have been deducted where applicable.
20. These purchase price averages are summarized as follows:

<b>Unit Model Category</b>	<b>Average Opt-In Leslieville Purchaser Purchase Price</b>	<b>Average New Leslieville Purchaser Purchase Price (WITH CAP)</b>	<b>Average Additional Purchase Price Paid by New Leslieville Purchaser</b>	<b>Average Additional % Purchase Price Paid by New Leslieville Purchaser</b>
A1	\$850,176.86	\$974,250.00	\$124,073.14	14.59%
A2	\$856,198.00	\$1,017,487.70	\$161,289.70	18.84%
A3	\$873,571.43	\$1,179,674.05	\$306,102.62	35.04%

21. Accordingly, on average, New Leslieville Purchasers who negotiated caps on purchase price adjustments paid between 14% and 35% more for their Leslieville Units than the Opt-in Leslieville Purchasers.
22. No B model Leslieville Units were subject to a cap on purchase price adjustments, so that model is not reflected in the above summary (but is included in Exhibit B). Additionally, as Exhibit B discloses, one A2 model Leslieville Unit was purchased by a New Leslieville Purchaser pursuant to a New Leslieville Purchaser APS that did not include a cap on purchase price adjustments, for a net purchase price of \$1,111,768.61.

#### **4.0 CERTAIN CURZON PURCHASERS REPRESENTED BY DICKINSON WRIGHT**

23. As reflected in Paragraph 28 of the Agreed Statement of Facts, based on documents filed with the Court, thirty-four (34) of the forty-four (44) Certain Curzon Purchasers were represented by Dickinson Wright.
24. However, based on a client list disclosed in an email from Dickinson Wright to the Construction Receiver's independent counsel on March 30, 2017, attached hereto as Exhibit "C", as of March 30, 2017, Dickinson Wright acted for forty-one (41) of the forty-four (44) Certain Curzon Purchasers.
25. Some Leslieville Units were purchased by more than one Certain Curzon Purchaser, and one Certain Curzon Purchaser purchased two Leslieville Units. The common representation described in the foregoing paragraph means that Dickinson Wright represented purchasers of 29 of the 30 Leslieville Units purchased by Shibley Righton clients.

#### **5.0 CONCLUSION**

26. The Parks Levy was correctly charged on closing of the Leslieville Units, in accordance with the applicable agreements of purchase and sale, and the Construction Receiver respectfully requests that the Court dismiss the Certain Curzon Purchaser Motion.

All of which is respectfully submitted, this 12<sup>th</sup> day of June 2019.

**ALVAREZ & MARSAL CANADA INC. SOLELY IN ITS CAPACITY AS RECEIVER  
AND MANAGER AND CONSTRUCTION LIEN TRUSTEE OF THE ASSETS,  
UNDERTAKINGS AND PROPERTY OF URBANCORP (LESLIEVILLE)  
DEVELOPMENTS INC., URBANCORP (RIVERDALE) DEVELOPMENTS INC., &  
URBANCORP (THE BEACH) DEVELOPMENTS INC. AND NOT ITS PERSONAL OR  
CORPORATE CAPACITY**

Per:   
\_\_\_\_\_  
Douglas R. McIntosh  
President

NINTH REPORT

EXHIBIT "A"

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**CANADIAN IMPERIAL BANK OF COMMERCE**

**Applicant**

**and**

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,  
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &  
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**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*  
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*COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C. 43**

**AGREED STATEMENT OF FACTS**

**June 11, 2019**

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## 1.0 OVERVIEW

1. The following parties (collectively, the “**Parties**”) have agreed to this agreed statement of facts (the “**Agreed Statement of Facts**”):
  - a. Terra Firma Capital Corporation (“**Terra Firma**”);
  - b. Sahand Pouladi, Susan Pouladi, Wan-Ming Shin, Howard Quinn, Keefe Lee, Robert Gill, Pravin Patel, Emil Calixterio, Trisha Enriquez, Fabian Gilbert, Linda Ing, Selina Nazim, Dan Shemesh, Shayna Segal, Kevin Chi-Kee Shin, Frederick Tang, Allan Chi-Lun Shin, Jimmy Wong, Le Luu, Robert J.D. Bryans, Y-Le Dao, Chen Fai Law, Adam Wright, Ashton Wright, Leona Savoie, Vipin Tiwari, Helen Tang, Dean S. Geggie (By Power of Attorney Jackson Geggie), Samantha S. Burrows (By Power of Attorney Jackson Geggie), Dana Ross, Guomei Pan, Russell S. Morris, Michelle Posner, Eun Lee, Jongho Park, Alvib Yu Bon Poon, Eric Kafka, Blake Smith, Joong Hyup Shin, Won-Mi Shin, Kandia Aird, Issa Guindo, Alison Montone-Lyon and Justin Armstrong (collectively, the “**Certain Curzon Purchasers**”);
  - c. Alvarez & Marsal Canada Inc. as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 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, and as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”, and together with the Receiver, the “**Construction Receiver**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, of all of the assets, undertakings, and property acquired for, or used in relation to the business of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”).
2. On May 31, 2016, the Ontario Superior Court of Justice (the “**Court**”) granted an order appointing the Construction Receiver over all of the assets, undertakings,

and property acquired for, or used in relation to the business of, among other parties, UC Leslieville (such proceedings, the “**Receivership Proceedings**”).

3. Between October 18 and 25, 2018, the Construction Receiver closed the sale of residential condominium townhouse units (the “**Leslieville Units**”) within UC Leslieville’s Curzon Street construction project (the “**Project**”) to purchasers, including thirty (30) Leslieville Units sold to the Certain Curzon Purchasers.
4. On closing, purchase price closing adjustments and other amounts were charged by the Construction Receiver to each of the Certain Curzon Purchasers.
5. The Certain Curzon Purchasers object to the Construction Receiver charging the purchase price amount referred to on each Certain Curzon Purchasers’ statement of adjustments as the “**Parks Levy**”.
6. The Construction Receiver and Terra Firma state that the Parks Levy was properly charged to the Certain Curzon Purchasers under the terms of their respective agreements of purchase and sale.
7. Pending the adjudication of the Issue for Determination (defined below), the Construction Receiver has said it will hold the total of \$700,000 in reserve.

## **2.0 ISSUE FOR DETERMINATION AND ORDERS SOUGHT**

8. The Parties seek from the Court a determination of the following issue (the “**Issue for Determination**”):

Was the Parks Levy properly charged by the Construction Receiver to the Certain Curzon Purchasers, pursuant to the terms of their respective agreements of purchase and sale?

9. If the answer to the Issue for Determination is affirmative, the Parties agree that the Court should grant an order approving the Parks Levy.

10. If the answer to the Issue for Determination is negative, the Parties agree that the Court should grant an order directing the Construction Receiver to repay each of the Certain Curzon Purchasers their respective amounts of the Parks Levy, inclusive of HST, as set out in in Exhibit “19”, together with interest at a rate of 2.0% per annum.
11. Each of the Parties reserves the right to seek a costs order.

### **3.0 AGREED STATEMENT OF FACTS**

12. The Parties agree that the facts contained herein are to be admitted in this proceeding for the purpose of the Court determining the Issue for Determination, and for no other purpose. The Parties furthermore agree to the truth and authenticity of the documents contained as Exhibits in the joint brief of documents prepared in connection with this agreed statement of facts and filed herewith (the “**Joint Book of Documents**”). All references to Exhibits are as contained in the Joint Book of Documents.
13. Each of the Parties reserves the right to file additional evidence in this proceeding.

### **4.0 THE LESLIEVILLE PROJECT PARKLAND DEDICATION**

14. Pursuant to section 42(1) of the *Planning Act* (Ontario), as a condition of development of land, a council or local municipality may require that land in an amount not exceeding, in the case of land proposed for residential purposes, 5 per cent of the land be conveyed to the municipality for park or other public recreation purposes.
15. Pursuant to 42(6) of the *Planning Act*, the council may also require a payment in lieu of a conveyance, to the value of the land otherwise required to be conveyed.

*Correspondence Prior to Site Plan Approval*

16. On December 15, 2011, an internal City of Toronto memorandum (the “**December Memorandum**”) concluded that a parkland dedication of 696 m<sup>2</sup> would be required for the Project. A copy of the December Memorandum is attached hereto as Exhibit “1”.
17. In or about late January of 2013, the City sent UC Leslieville a letter dated January 28, 2013, attached as Exhibit “2” (the “**January Letter**”).
18. Shortly following receipt of the January Letter, UC Leslieville obtained letter of credit number SBGT752755, dated February 12, 2013 (the “**Parks LC**”), in the amount of \$769,280. The named beneficiary of the Parks LC was the City of Toronto. A copy of the Parks LC is attached hereto as Exhibit “3”.
19. The Parks LC furthermore provides that it is being delivered pursuant to a “Section 42 Parkland Dedication Agreement dated December 15, 2011”. The Construction Receiver has advised Terra Firma and the Certain Curzon Purchasers that it has searched the UC Leslieville records available to it and has not been able to locate this agreement, and furthermore that it has made inquiries to the City of Toronto about the agreement, and has been advised by a senior lawyer in the City of Toronto Legal Services division that a section 42 Planning Act parkland dedication agreement “wasn’t entered into in this case”. Terra Firma and the Certain Curzon Purchasers have no evidence to contradict the advice received by the Construction Receiver described in the foregoing sentence.
20. The Project’s Notice of Approval Conditions, prepared by the City and dated January 25, 2016 (the “**NOAC**”), is attached as Exhibit “4”.

### *Site Plan Approval*

21. On October 23, 2017, UC Leslieville (by the Construction Receiver) and the City entered into a site plan agreement in respect of the Project (the “**Site Plan**”). A copy of the Site Plan is attached as Exhibit “5”.
22. On October 26, 2017, the Construction Receiver sought and obtained an order of Mr. Justice Myers that, among other things, (a) approved the Construction Receiver executing the Site Plan on behalf of UC Leslieville, and (b) authorized the Construction Receiver to convey part of Lot 11, Concession 1 FTB (Geographic Township of York) Designated as Parts 2 and 3 on Plan 66R29585, City of Toronto (the “**Parkland**”) to the City. A copy of Mr. Justice Myers’ order is attached as Exhibit “6”.
23. By letter dated November 6, 2017, the City advised that the UC Leslieville’s application was approved, as set out in the NOAC. A copy of this November 6, 2017 letter is attached as Exhibit “7”.

### *Parkland Conveyance*

24. On May 23, 2018, the Parkland was conveyed to the City by the Construction Receiver. The square footage of the Parkland that was ultimately conveyed was 700.09 m<sup>2</sup>. A copy of the Parkland transfer is attached as Exhibit “8”.
25. On October 4, 2018, the City returned the Parks LC to the Construction Receiver for cancellation. A copy of the October 4, 2018 letter is attached as Exhibit “9”.

## **5.0 HISTORY OF THE PURCHASE OF LESLIEVILLE UNITS**

26. As of the date of the Construction Receiver’s appointment on May 31, 2016, many of the 55 Leslieville Units had been sold by UC Leslieville pursuant to agreements of purchase and sale (the “**Original Leslieville Purchaser APS**”) executed by UC Leslieville with each purchaser, each dated various months in

2011 (the “**Original Leslieville Purchasers**”). A sample of the Original Leslieville Purchaser APS is attached as Exhibit “10”.

27. On July 15, 2016 Terra Firma served a motion (the “**Terra Firma Motion**”) seeking a declaration, among other things, that the interests of the Original Leslieville Purchasers were subordinate to the interest of Terra Firma, and seeking an order vesting all of UC Leslieville’s right title and interest in the Leslieville Project in Terra Firma – in effect, the Terra Firma motion would have prevented the Original Leslieville Purchasers from closing on Leslieville Units, if and when they were completed.
28. This Court deferred the hearing of the Terra Firma Motion in order to allow discussions to take place between Terra Firma and the key stakeholders, including a subset of forty-six (46) purchasers of the Leslieville Project, who were represented by Dickinson Wright LLP (“**Dickinson Wright**”).
29. Based on the Notice of Appearance and Notice of Change of Lawyer filed by Shibley Righton on behalf of the Certain Curzon Purchasers, attached hereto as Exhibit “11”, and a Notice of Application dated May 5, 2016 filed by Dickinson Wright attached hereto as Exhibit “12”, thirty-four (34) of the Certain Curzon Purchasers were represented by Dickinson Wright.
30. These discussions resulted in an agreement enabling the Original Leslieville Purchasers to complete the purchases of their respective townhomes provided they were prepared to pay an additional \$255,000, referred to as the "top-up" amount (the “**Settlement**”).
31. The Settlement was approved by the Court pursuant to the order of Mr. Justice Newbould, dated May 2, 2017 (and amended on May 11, 2017), a copy of which is attached as Exhibit “13”.

*Opt-In Purchasers*

32. The terms of the Settlement contemplated that the Original Leslieville Purchasers would be entitled to opt-in, including by paying the top-up amount, thereby becoming “**Opt-In Leslieville Purchasers**”, and execute the Opt-In Leslieville Purchaser agreement of purchase and sale (each an “**Opt-In Leslieville Purchaser APS**”), A sample of the Opt-In Leslieville Purchaser APS is attached as Exhibit “14”.
33. The following subsection 7(d)(iii) was included in each Opt-In Leslieville Purchaser APS executed by each Certain Curzon Purchaser (the “**Park Levy Clause**”):
  - (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
    - (iii) the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
34. The form of Opt-In Leslieville Purchaser APS was approved by the Court in the Purchaser Package Approval Order, as amended (with such non-material amendments to the APS as the Construction Receiver may deem necessary or desirable), on May 2, 2017. A copy of the Purchaser Package Approval Order is attached hereto as Exhibit “15”.
35. All of the Certain Curzon Purchasers purchased their Leslieville Units pursuant to Opt-In Leslieville Purchaser APSs, with the exception of one Certain Curzon Purchaser who bought one Leslieville Unit pursuant to an Opt-In Leslieville

Purchaser APS and one Leslieville Unit pursuant to a New Leslieville Purchaser APS (defined below).

36. Each Original Leslieville Purchaser APS contained at subsection 6(d)(iii) a clause identical to the Park Levy Clause cited above.

*New Purchasers*

37. In total, fifteen (15) of the fifty-five (55) Leslieville Units were purchased by non-Opt-In Leslieville Purchasers, with such purchasers referred to herein as “**New Leslieville Purchasers**”. None of the Certain Curzon Purchasers are exclusively New Leslieville Purchasers, but one Certain Curzon Purchaser who is an Opt-In Leslieville Purchaser also signed a New Leslieville Purchaser APS for a second Leslieville Unit.
38. New Leslieville Purchasers executed New Leslieville Purchaser agreements of purchase and sale (each a “**New Leslieville Purchaser APS**”), a sample of which is attached as Exhibit “16”.
39. New Leslieville Purchasers of thirteen (13) of Leslieville Units obtained a cap on certain purchase price closing amounts under paragraph 6(d)(iii) to 6(d)(ix) of their New Leslieville Purchaser APS. Total purchase price closing amounts for each New Leslieville Purchasers with caps were \$8,000 plus HST per Leslieville Unit. An additional \$200 was charged for title insurance, for a total purchase price adjustment of \$8,200, plus HST.
40. Each of the New Leslieville Purchaser APS amendments documenting the caps, redacted to protect personal information of the New Leslieville Purchasers (who are not Certain Curzon Purchasers) are attached as Exhibit “17”.

## **6.0 PURCHASE PRICE ADJUSTMENTS AND THE PARK LEVY**

41. On the closing of the Leslieville Units, the Construction Receiver charged purchase price adjustments and other charges to the Certain Curzon Purchasers,

including the Parks Levy, set out in statements of adjustments sent to purchasers' counsel.

42. Attached as Exhibit "18" is a summary of all purchase price adjustments and other amounts charged in respect of the Leslieville Units, prepared by the Construction Receiver (the "**Adjustment Summary**"). Line 16 of the Adjustment Summary aggregates purchase price adjustments and other amounts charged, indicating that purchase price adjustments and other amounts charged in respect of the fifty-five (55) Leslieville Units were a total of approximately \$1.3 million, inclusive of HST.
43. The Construction Receiver charged the forty-two (42) Leslieville Purchasers without caps on their purchase price amounts charged, on closing, a Parks Levy in the aggregate amount of \$588,804.10 (plus \$76,544.53 HST). The amounts paid towards the Parks Levy by Certain Curzon Purchasers, a total of \$417,694.18 (plus \$54,300.21 HST) is broken down by each Certain Curzon Purchaser in the chart summary attached as Exhibit "19".
44. The Construction Receiver's real estate counsel received complaints from counsel to several purchasers upon receipt of statements of adjustments, in each case specifically objecting to the Parks Levy (among other things). Attached as Exhibit "20" is an email exchange in October 2018 between the Construction Receiver and one of the Certain Curzon Purchasers (copying 3 other Certain Curzon Purchasers), reflecting the Certain Curzon Purchaser's concern about the Park Levy.
45. All of the Certain Curzon Purchasers closed their Leslieville Units and paid the Parks Levy set out in their applicable statement of adjustment.
46. The Construction Receiver has advised Terra Firma and Shibley Righton that the quantum of the Parks Levy was calculated by the Construction Receiver based on the face value of the Parks LC and allocated among the common interest allocation attributable to the applicable Leslieville Unit. Terra Firma and the

Certain Curzon Purchasers do not allege any miscalculations were made to any purchaser's proportionate interest/share paid, without prejudice to the Certain Curzon Purchaser's position that no Park Levy should have been charged at all.

**7.0 DECLARATION AND OWNERSHIP PERCENTAGE**

47. A copy of the Project's condominium declaration, received by the land registrar on September 7, 2018, is attached hereto as Exhibit "21".
48. The common interest allocation attributable to each of the Certain Curzon Purchasers is included in Exhibit "22".

CANADIAN IMPERIAL BANK OF COMMERCE V. URBANCORP (LESLIEVILLE)  
DEVELOPMENTS INC. et. al.

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

Proceeding commenced at Toronto

**AGREED STATEMENT OF FACTS  
(Returnable June 19, 2019)**

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Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

NINTH REPORT

EXHIBIT "B"

**Urbancorp (Leslieville) Developments Inc.**

Purchase Price Analysis - Cap vs. No Cap (Unit by Unit)

Prepared on May 18, 2019

Suite No.	Opt In	Shibley client	Adjustment Cap	Model	Contract price per Statement of Adjustments ("SOA") <sup>(1)</sup> <b>A</b>	Less: Amount paid for extra parking units and storage units <b>B</b>	Less: Notional Purchase Price <sup>(2)</sup> of extra parking units and storage units purchased for a nominal amount <b>C</b>	Notional Purchase Price for one Residential Unit with parking <b>A-B-C</b>	Comments
111	YES	YES	NO	A1	\$845,000.00		\$845,000.00		
112	YES	NO	NO	A1	\$845,000.00		\$845,000.00		
115	YES	YES	NO	A1	\$845,000.00		\$845,000.00		
118	YES	YES	NO	A1	\$880,000.00	(\$35,000.00)	\$845,000.00	Contract price per SOA includes 1 extra parking unit.	
119	YES	YES	NO	A1	\$875,000.00		\$875,000.00		
301	YES	YES	NO	A1	\$872,802.00	(\$2,802.00)	(\$3,231.39)	\$866,768.61	Contract price per SOA includes 1 storage unit purchased for \$2,800, and 1 storage unit purchased for a nominal price.
302	YES	YES	NO	A1	\$886,300.00	(\$41,300.00)		\$845,000.00	Contract price per SOA includes 1 extra parking unit and 2 storage units.
303	YES	YES	NO	A1	\$845,000.00			\$845,000.00	
306	YES	YES	NO	A1	\$845,000.00			\$845,000.00	
308	YES	YES	NO	A1	\$845,000.00			\$845,000.00	
<b>Opt-In Purchasers (No cap) - Residential model A1</b>							<b>Unit count</b>	10	
							<b>Average purchase price</b>	\$850,176.86	
209	YES	YES	NO	A2	\$864,990.00	(\$10,000.00)		\$854,990.00	Contract price per SOA includes 4 storage units.
210	YES	YES	NO	A2	\$854,000.00			\$854,000.00	
311	YES	NO	NO	A2	\$861,000.00	(\$7,000.00)		\$854,000.00	Contract price per SOA includes 2 storage units.
318	YES	YES	NO	A2	\$899,251.00	(\$45,251.00)		\$854,000.00	Contract price per SOA includes 1 extra parking unit.
319	YES	NO	NO	A2	\$864,000.00			\$864,000.00	
<b>Opt-In Purchasers (No cap) - Residential model A2</b>							<b>Unit count</b>	5	
							<b>Average purchase price</b>	\$856,198.00	

**Urbancorp (Leslieville) Developments Inc.**

Purchase Price Analysis - Cap vs. No Cap (Unit by Unit)

Prepared on May 18, 2019

Suite No.	Opt In	Shibley client	Adjustment Cap	Model	Contract price per Statement of Adjustments ("SOA") <sup>(1)</sup> <b>A</b>	Less: Amount paid for extra parking units and storage units <b>B</b>	Less: Notional Purchase Price <sup>(2)</sup> of extra parking units and storage units purchased for a nominal amount <b>C</b>	Notional Purchase Price for one Residential Unit with parking <b>A-B-C</b>	Comments
102	YES	YES	NO	A3	\$865,000.00		\$865,000.00		
107	YES	YES	NO	A3	\$911,300.00	(\$6,300.00)	\$905,000.00	Contract price per SOA includes 2 storage units.	
108	YES	YES	NO	A3	\$868,400.00	(\$3,400.00)	\$865,000.00	Contract price per SOA includes 2 storage units.	
109	YES	YES	NO	A3	\$878,500.00	(\$3,500.00)	\$875,000.00	Contract price per SOA includes 1 storage unit.	
201	YES	YES	NO	A3	\$875,000.00		\$875,000.00		
203	YES	NO	NO	A3	\$865,000.00		\$865,000.00		
205	YES	YES	NO	A3	\$865,000.00		\$865,000.00		
<b>Opt-In Purchasers (No cap) - Residential model A3</b>							<b>Unit count</b>	<b>7</b>	
							<b>Average purchase price</b>	<b>\$873,571.43</b>	

501	YES	NO	NO	B	\$954,900.00		\$954,900.00	
502	YES	NO	NO	B	\$934,900.00		\$934,900.00	
505	YES	NO	NO	B	\$944,900.00		\$944,900.00	
506	YES	YES	NO	B	\$954,000.00		\$954,000.00	
507	YES	YES	NO	B	\$954,000.00		\$954,000.00	
508	YES	YES	NO	B	\$934,900.00		\$934,900.00	
509	YES	YES	NO	B	\$954,000.00		\$954,000.00	
510	YES	NO	NO	B	\$990,160.00	(\$36,160.00)	\$954,000.00	
515	YES	YES	NO	B	\$934,900.00		\$934,900.00	
516	YES	YES	NO	B	\$934,900.00		\$934,900.00	
517	YES	NO	NO	B	\$957,500.00	(\$3,500.00)	\$954,000.00	Contract price per SOA includes 1 storage unit.
518	YES	YES	NO	B	\$938,855.00	(\$3,955.00)	\$934,900.00	Contract price per SOA includes 1 storage unit.
519	YES	YES	NO	B	\$934,900.00		\$934,900.00	
520	YES	YES	NO	B	\$934,900.00		\$934,900.00	
521	YES	NO	NO	B	\$934,900.00		\$934,900.00	

**Urbancorp (Leslieville) Developments Inc.**

Purchase Price Analysis - Cap vs. No Cap (Unit by Unit)

Prepared on May 18, 2019

Suite No.	Opt In	Shibley client	Adjustment Cap	Model	Contract price per Statement of Adjustments ("SOA") <sup>(1)</sup> <b>A</b>	Less: Amount paid for extra parking units and storage units <b>B</b>	Less: Notional Purchase Price <sup>(2)</sup> of extra parking units and storage units purchased for a nominal amount <b>C</b>	Notional Purchase Price for one Residential Unit with parking <b>A-B-C</b>	Comments
522	YES	YES	NO	B	\$944,900.00		\$944,900.00		
523	YES	NO	NO	B	\$934,900.00		\$934,900.00		
525	YES	YES	NO	B	\$974,450.00	(\$39,550.00)	\$934,900.00	Contract price per SOA includes 1 extra parking unit.	
<b>Opt-In Purchasers (No cap) - Residential model B</b>							<b>Unit count</b>	18	
							<b>Average purchase price</b>	\$942,427.78	

310	NO	NO	NO	A2	\$1,115,002.00	(\$2.00)	(\$3,231.39)	\$1,111,768.61	Contract price per SOA includes 1 storage unit purchased at nominal price.
<b>New Purchasers (No cap) - Residential model A2</b>							<b>Unit count</b>	1	
							<b>Average purchase price</b>	\$1,111,768.61	

503	NO	YES	NO	B	\$1,300,000.00			\$1,300,000.00	
<b>New Purchasers (No cap) - Residential model B</b>							<b>Unit count</b>	1	
							<b>Average purchase price</b>	\$1,300,000.00	

116	NO	NO	YES	A1	\$955,000.00			\$955,000.00	
117	NO	NO	YES	A1	\$1,000,000.00			\$1,000,000.00	
307	NO	NO	YES	A1	\$999,910.00	(\$7,910.00)		\$992,000.00	Contract price per SOA includes 2 storage units.
309	NO	NO	YES	A1	\$953,500.00	(\$3,500.00)		\$950,000.00	Contract price per SOA includes 1 storage unit.
<b>New Purchasers (With cap) - Residential model A1</b>							<b>Unit count</b>	4	
							<b>Average purchase price</b>	\$974,250.00	

**Urbancorp (Leslieville) Developments Inc.**

Purchase Price Analysis - Cap vs. No Cap (Unit by Unit)

Prepared on May 18, 2019

Suite No.	Opt In	Shibley client	Adjustment Cap	Model	Contract price per Statement of Adjustments ("SOA") <sup>(1)</sup> <b>A</b>	Less: Amount paid for extra parking units and storage units <b>B</b>	Less: Notional Purchase Price <sup>(2)</sup> of extra parking units and storage units purchased for a nominal amount <b>C</b>	Notional Purchase Price for one Residential Unit with parking <b>A-B-C</b>	Comments
207	NO	NO	YES	A2	\$998,000.00			\$998,000.00	
208	NO	NO	YES	A2	\$1,030,002.00	(\$2.00)	(\$3,231.39)	\$1,026,768.61	Contract price per SOA includes 1 storage unit purchased at nominal price.
312	NO	NO	YES	A2	\$1,051,902.26	(\$33,902.26)	(\$3,231.39)	\$1,014,768.61	Contract price per SOA includes 1 extra parking unit purchased at \$33,900 and 1 storage unit purchased at nominal price.
315	NO	NO	YES	A2	\$975,192.26	(\$2.26)	(\$37,288.71)	\$937,901.29	Contract price per SOA includes 1 extra parking unit purchased at nominal price.
317	NO	NO	YES	A2	\$1,146,160.00	(\$36,160.00)		\$1,110,000.00	Contract price per SOA includes 1 extra parking unit.
<b>New Purchasers (With cap) - Residential model A2</b>							<b>Unit count</b>	5	
							<b>Average purchase price</b>	\$1,017,487.70	
101	NO	NO	YES	A3	\$1,185,002.00	(\$2.00)	(\$37,288.71)	\$1,147,711.29	Contract price per SOA includes 1 extra parking unit purchased at nominal price.
105	NO	NO	YES	A3	\$1,190,000.00			\$1,190,000.00	
106	NO	NO	YES	A3	\$1,213,000.00			\$1,213,000.00	
202	NO	NO	YES	A3	\$1,208,509.52	(\$4.52)	(\$40,520.10)	\$1,167,984.90	Contract price per SOA includes 1 extra parking unit and 1 storage unit purchased at nominal prices.
<b>New Purchasers (With cap) - Residential model A3</b>							<b>Unit count</b>	4	
							<b>Average purchase price</b>	\$1,179,674.05	

**Notes:**

1. Contract price per SOA represents the purchase price of one residential unit with parking, plus any extra parking units and storage units purchased, inclusive of HST.
2. Notional purchase prices utilized for extra parking units and storage units were \$37,288.71 and \$3,231.39, respectively, based on the average purchase prices of units sold at "regular" prices.

NINTH REPORT

EXHIBIT "C"

Message

**From:** Dylan E. Augruso [DAugruso@dickinson-wright.com]  
**Sent:** 3/30/2017 9:45:54 PM  
**To:** PETERS, KELLY [/O=BLAKES/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=PETERS, KELLY497]; Lisa S. Corne [LCorne@dickinson-wright.com]  
**CC:** CAWTHORNE-HWANG, JULIENE [/O=BLAKES/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=CAWTHORNE-HWANG, JULIENEcf3]; Gruneir, Ryan (rgruneir@alvarezandmarsal.com) [rgruneir@alvarezandmarsal.com]; CHOW, MILLY [/O=BLAKES/OU=First Administrative Group/cn=Recipients/cn=MYC]  
**Subject:** RE: Urbancorp  
**Attachments:** image588580.JPG

Kelly,

We currently represent 46 purchasers. The following is a list of purchasers that we currently act for:

Unit	Purchasers
101	Stuart John Michieli
102	James Daniel Nicholas van der Borgh
105	Chitra Anand
107	Sahand Pouladi & Susan Arango Hoyos
108	Elaine Wan-Ming Shin / Howard Martin Quinn
109	Keefe Lee
111	Robert Gill / Pravin Patel
112	Zong Yan (aka. James) Liu
115	Emil Calixterio / Trisha Enriquez
117	Ming Wei Huang
118	Linda Ing-Gilbert / Fabian Gilbert
119	Selina Nazim
201	Shayna Anne Segal / Dan Shemesh
202	Jeffrey Richard Dobbin / Mirella Dobbin
203	Zahra Nathoo
205	Kevin Shin
207	Hui Zhang
209	Fred Tang/Audrey Ma
210	Allan Shin
301	Jimmy Wong / Le Luu
302	Robert James David Bryans
303	Chen Fai Law / Y-Le Dao
306	Ashton Marie Wright / Adam John Wright
308	Leona Savoie
311	Yan Fen Luo
315	J Adam Conrad / Erin Conrad
317	Waise Chi Hung Lee
318	Vipin Narain Tiwari / Helen Tang
319	Anwar Jamal

501	Xiao Hong Long
502	Peng Fei (aka. Erick) Li
506	Samantha Burrows / Dean Geggie
507	Dana Ross
508	Xiangfeng CAO
509	Russell Spencer Morris/Michelle Posner
510	Nicholas Krikorian
511	Jelena Cosic Leung / Norman Leung
515	Eunsim (aka. John) Lee
516	Alvin Yu Bon Poon
518	Eric Kafka/Blake Smith
519	Won Mi Shin
520	Kandia Aird / Issa Guindo
521	Afzal Nathoo
522	Alison Montone-Lyon
523	Muneereh Nathoo
525	Delia Lai/Vincent Cheng

Best,  
Dylan

**Dylan E. Augruso** Student at Law

199 Bay Street  
Suite 2200  
Commerce Court West  
Toronto ON M5L 1G4

Phone 416-777-2406  
Fax 844-670-6009  
Email [DAugruso@dickinsonwright.com](mailto:DAugruso@dickinsonwright.com)

**From:** PETERS, KELLY [<mailto:KELLY.PETERS@blakes.com>]

**Sent:** Wednesday, March 29, 2017 9:07 PM

**To:** Lisa S. Corne; Dylan E. Augruso

**Cc:** CAWTHORNE-HWANG, JULIENE; Gruneir, Ryan ([rgruneir@alvarezandmarsal.com](mailto:rgruneir@alvarezandmarsal.com)); CHOW, MILLY

**Subject:** Urbancorp

Lisa, Dylan,

On a related Urbancorp note, can you please provide us with a list of purchasers you currently represent? I am not sure if the list has changed over the passage of time and I want to confirm our list of unrepresented parties.

Thanks,  
Kelly

Kelly Peters  
Associate  
[kelly.peters@blakes.com](mailto:kelly.peters@blakes.com)  
Phone: 416-863-4271

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