

Court File No. CV-24-00086270-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

and

2673422 ONTARIO INC.

Respondent

MOTION RECORD

(Returnable December 10, 2024)

November 22, 2024

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

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Solicitors for the Receiver,

BDO Canada LLP

TO: Service List

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

2673422 ONTARIO INC.

Respondent

**APPLICATION UNDER 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**

**NOTICE OF MOTION
(Returnable December 10, 2024)**

BDO Canada LLP (“**BDO**”) in its capacity as court-appointed receiver (in such capacity, the “**Receiver**”), will make a Motion to a Judge.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

- In writing under subrule 37.12.1 (1) because it is on consent;
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

at the following location:

On December 10, 2024, at 10:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Hamilton, Ontario.

THE MOTION IS FOR:

1. An Order:
 - a) abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record, and validating service so that this motion is properly returnable on December 10, 2024;
 - b) approving the First Report of the Receiver dated November 18, 2024 (the “**First Report**”), and the activities and conduct of the Receiver set out therein provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
 - c) authorizing and directing the Receiver to execute a listing agreement (the “**Listing Agreement**”) on terms acceptable to the Receiver between the Receiver and Avison Young (“**AY**”) for the sale of the Real Property (as defined below) and to take such steps as the Receiver deems necessary or advisable to carry out the terms thereof;
 - d) authorizing and directing the Receiver, with AY as its real estate consultant, to carry out the sale process (the “**Sale Process**”), as described in the First Report and to take such steps and execute such documentation as the Receiver considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction under the Sale Process;
 - e) sealing the Confidential Appendix (as defined below) until the completion of the Sale Process, or until a further order of this Court;
 - f) the costs of this motion on a substantial indemnity basis, if opposed; and,
 - g) Such further and other relief as counsel may request and this honourable court may permit.

THE GROUNDS FOR THE MOTION ARE:

The Appointment of the Receiver

1. Pursuant to an Order of this Court made on August 13, 2024 (the “**Appointment Order**”), BDO was appointed Receiver, without security, of the assets, undertakings and properties of 2673422 Ontario Inc. (the “**Debtor**”), including the real property owned by the Debtor and municipally known as 737 King Street East, Hamilton, Ontario (the “**Real Property**”).
2. The Real Property consists of a two story walk-up hotel, containing 38 hotel rooms. The Receiver has not taken physical possession of the Real Property, and the Debtor continues to operate the business from the Real Property, on a day-to-day basis.

The Receiver’s Activities

3. The Receiver’s activities since its appointment have concentrated on, among other things:
 - a. communicating with the principal of the Debtor and the Debtor’s counsel;
 - b. arranging for two appraisals to be completed in relation to the Real Property;
 - c. engaging the services of EXP Services Inc., to complete a Phase I Environmental Site Assessment of the Real Property;
 - d. requesting and reviewing the listing proposals from three commercial real estate brokerages; and,
 - e. preparing the First Report.
4. The Receiver states that its actions, as outlined in the First Report, should be approved by this Honourable Court.

The Sale Process

5. Paragraph 3(j) of the Appointment Order authorizes the Receiver to market any or all the Property of the Debtor, including advertising and soliciting offers in respect of the Property

of the Debtor, including the Real Property, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

6. Paragraph 3(k) of the Appointment Order authorizes the Receiver to sell the Property of the Debtor, subject to Court approval, having regard to the monetary limits set out therein.
7. Paragraph 3(l) of the Appointment Order authorizes the Receiver to apply for a 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.
8. The Receiver obtained two appraisals of the Real Property (the “**Appraisals**”).
9. The Receiver received listing proposals for the marketing and sale of the Real Property from AY, CBRE, and Colliers (the “**Listing Proposals**”).
10. Following such process, the Receiver recommends and requests that it be authorized to retain and execute the Listing Agreement with AY to market the Real Property, which is based on:
 - a. The commission structure payable to AY;
 - b. AY’s proposed timeline and process to list and sell the Real Property; and,
 - c. AY’s view of the value of the Real Property.
11. The Sale Process, as reported in the First Report, is recommended by the Receiver and includes:
 - a. A transparent listing process, with the sale of the Real Property to be on an “as is, where is” basis;
 - b. Preparation of marketing material for prospective purchasers by AY;
 - c. Assisting prospective purchasers with site visits, providing access to the data room (upon execution of a confidentiality agreement) and conducting discussions with prospective purchasers and agents (if applicable);

- d. Bid review, negotiation and acceptance; and
 - e. Court approval of accepted bid and the closing of sale of the Real Property.
12. The Receiver is of the view that the Sale Process is appropriate as it will optimize the chance of securing the best return for the Real Property and recommends the Sale Process as same will involve a process with integrity and will encourage a competitive environment for the solicitation of offers.

Sealing Order

13. A summary of the Appraisals and the Listing Proposals are included with the First Report as a confidential appendix (the “**Confidential Appendix**”).
14. The disclosure of the information contained in the Confidential Appendix could potentially impair the value maximizing purpose of the Sale Process, and the sealing order sought in relation to the Confidential Appendix (i) aligns with the purpose of the Sale Process and the interest promoted therein; (ii) is fair and reasonable in the circumstances; and (iii) will achieve the desired benefit without unduly impairing the openness of the Court’s process
15. Until such time as the Sale Process is completed and the Real Property is sold, or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Appendix should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have.
16. Section 243 and 249 of the *Bankruptcy and Insolvency Act*.
17. Sections 100 and 137(2) of the *Courts of Justice Act*.
18. Rules 1.04, 2, 3, 37, 38, and 60.10 of the *Rules of Civil Procedure*.
19. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Appointment Order;
2. The First Report and the Appendices thereto; and,
3. Such materials as counsel may advise and this Honourable Court may permit.

November 22, 2024

HARRISON PENZA LLP
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)
Tel: 519-679-9660
Fax: 519-667-3362
Email: thogan@harrisonpensa.com

Solicitors for the Receiver,
BDO Canada LLP

TO: Service List

SERVICE LIST

Re: Application to appoint Receiver, returnable on August 13, 2024

	Name	Method of Service
1	<p>BDO Canada Limited 805-25 Main Street W. Hamilton, Ontario L8P 1H1</p> <p>Robyn Duwyn Tel: 519-578-6910 Email: rduwyn@bdo.ca</p>	By Email to: rduwyn@bdo.ca
2	<p>Motor City Community Credit Union Limited</p> <p>McTAGUE LAW FIRM LLP Barristers & Solicitors 455 Pelissier Street Windsor, Ontario N9A 6Z9</p> <p>Tom Serafimovski LSO#30330T TEL:519-255-4386 Email: tserafimovski@mctague.law</p> <p><i>Lawyers for the Applicants</i></p>	Email: tserafimovski@mctague.law
3	<p>2673422 Ontario Inc 737 King Street East, Hamilton, Ontario L8M 1A4</p>	By Courier
	<p>Baldwin Sennecke Halman, LLP 25 Adelaide Street East, Suite 1320 Toronto, ON M5C 3A1</p> <p>Jeffrey A. Halman Direct Line (416) 601-1036 Fax (416) 601-0655 JHalman@bashllp.com</p> <p><i>Lawyers for the respondent</i></p>	Email : JHalman@bashllp.com
4	<p>Her Majesty The Queen in Right of Ontario As represented by Ministry of Finance 33 King Street, 6 Floor Oshawa, Ontario L1H 8H5 Attention: Steven Groeneveld</p> <p>Senior Counsel, Ministry of Finance Tel: 905-440-2470 Email: steven.groeneveld@ontario.ca</p>	By Email to: steven.groeneveld@ontario.ca

5	Canada Revenue Agency c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, Ontario M5G 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justie.gc.ca	By Email to: AGC-PGC.TorontoTaxFiscal@justie.gc.ca
6	Insolvency Unit Province of Ontario Email: insolvency.unit@ontario.ca	By Email to: insolvency.unit@ontario.ca
7	The Corporation of the Municipality of Hamilton 71 Main Street West Hamilton, Ontario L8P 4Y5	By Courier
8	Jayprakash Patel 14 Grossbeak Crescent Scarborough, Ontario M1X 1X1	By Courier
9	Komalben Patel 22 Brakenbridge Street Ajax, Ontario L1Z 186	By Courier
10	Samit Patel 71 Muscat Crescent Ajax, Ontario L1Z 0B8	By Courier
11	Nisha Patel 71 Muscat Crescent Ajax, Ontario L1Z 0B8	By Courier
12	Hiten Negandhi 197 Autumn Hill Boulevard Thornhill, Ontario L4J 8Y7	By Courier

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

and

2673422 ONTARIO INC.

Applicant

Respondent

Court File No. CV-24-00086270-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON, ONTARIO

NOTICE OF MOTION

HARRISON PENZA LLP

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Solicitors for the Receiver,
BDO Canada LLP

Tab 2

Court File No CV-24-00086270-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN :

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

2673422 ONTARIO INC.

Respondent

**FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER OF
2673422 ONTARIO INC.**

November 18, 2024

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- Appendix B** - Affidavit of Steve Schincariol
- Appendix C** - Receiver's Notice under the *Bankruptcy and Insolvency Act*
- Appendix D** - Proposed AY Listing Agreement
- Appendix E** - Agreement of Purchase and Sale
- Confidential Appendix A** - Summary of the Appraisals and the Listing Proposals

1. Introduction and Background

1.1 Introduction

1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of the assets, undertakings and properties of 2673422 Ontario Inc. (“**2673 Ontario**” or the “**Debtor**”), including the real property municipally known as 737 King Street East, Hamilton, Ontario (“**737 King**” or the “**Real Property**”).

1.1.2 Upon application by Motor City Community Credit Union Limited (“**MCCCU**” or the “**Credit Union**”) BDO was appointed as Receiver by the Order of Madam Justice Sheard dated August 13, 2024 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

1.2.1 737 King is a two-story walk-up hotel, located in the city of Hamilton, just east of downtown. The property consists of 38 hotel rooms and currently operates as the ‘Budget Inn’.

1.2.2 Mr. Samit Patel is the President and one of several Directors of the Debtor. The Receiver understands that Mr. Patel’s spouse, Nisha Patel, is the Treasurer of the Debtor and also a Director.

1.2.3 Further to a Commitment letter dated February 20, 2019 MCCCU provided 2673 Ontario with a credit facility comprised of a Fixed Rate Loan in the amount of \$1,650,000 (the “**2673 Credit Facility**” or the “**Mortgage**”)

1.2.4 As security for the 2673 Credit Facility, MCCCU was granted security by 2673 Ontario, which included a Business Loan General Security Agreement dated March 29, 2019 and a Charge/Mortgage on the Real Property registered on April 2, 2019 in the principal sum of \$1,650,000.

- 1.2.5 For further background see the affidavit of Steve Schincariol sworn June 28, 2024 as a representative of MCCCUC and filed in support of the within application, a copy of which is attached w/o exhibits at **Appendix “B”**.
- 1.2.6 As noted above, on August 13, 2024, Madam Justice Sheard granted the relief sought by MCCUC and granted the Appointment Order over all of the assets, undertakings and properties of 2673 Ontario, including the Real Property (collectively, the **“Property”**).
- 1.2.7 The Appointment Order empowers but does not obligate the Receiver to, among other things:
- (a) take possession of and exercise control over the Property.
 - (b) take possession of and exercise control of any and all proceeds, receipts and disbursements arising out of or from the Property.
 - (c) receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, changing the 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.
 - (d) manage, operate and carry on the business of 2673 Ontario, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of 2673 Ontario.
 - (e) receive and collect all monies and accounts now owed or hereafter owing to 2673 Ontario and to exercise all remedies of 2673 Ontario in collecting such monies, including, without limitation, to enforce any security held by 2673 Ontario.
 - (f) market the Real Property, including advertising and soliciting offers in respect of the Real Property and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and

- (g) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$150,000 and with the approval of the Court in which the purchase price exceeds these monetary thresholds.

2. Terms of Reference

- 2.1 In preparing this First Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from 2673 Ontario's books and records and discussions with management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Receiver's First Report

- 3.1 This constitutes the Receiver's First Report to the Court (the "**First Report**") in this matter and is filed:
- (a) to provide this Court with information on:
 - (i) the Receiver's activities since the date of the Appointment Order;
 - (ii) the Receiver's advice and recommendation with respect to the marketing and sale of the 737 King Property; and
 - (b) in support of the Receiver's motion for Orders:
 - (i) authorizing the Receiver to enter into a listing agreement with Avison Young for the sale of the 737 King Property, at an initial listing price of \$3,200,000;
 - (ii) approving a form of Agreement of Purchase and Sale for the 737 King Property;
 - (iii) approving the Sales and Marketing Process;
 - (iv) sealing the confidential appendix to this First Report
 - (v) approving the First Report and the activities and conduct of the Receiver described herein;

4. Receiver's Activities

Securing the Real Property

- 4.1 The Receiver has not taken physical possession of the Property and the Debtor continues to operate the hotel on a day to day basis. From the Receiver's review of market conditions and available financial records provided by the Debtor, the Receiver does not expect that 737 King generates positive cash flow.
- 4.2 From guest receipts the Debtor pays operating expenses, including insurance and employee costs. The property tax arrears continue to accrue.
- 4.3 The Debtor provided the Receiver with confirmation of a property and general liability insurance policy covering the period August 24, 2024 to August 24, 2025.

Debtor Conduct and Efforts to Refinance

- 4.4 The Debtor has provided general co-operation to the Receiver including, as noted above, providing limited financial and insurance information and continuing day to day management of the business.
- 4.5 Immediately upon appointment the Receiver contacted the Debtor and in a telephone conversation on August 15, 2024, Mr. Patel advised the Receiver that he would shortly be paying out the 2673 Credit Facility with funds to be received from an international business venture. No evidence of the funds has been provided to the Receiver.
- 4.6 On September 24, 2024 the Receiver was contacted by legal counsel to the Debtor ("**Debtor's Counsel**"). On September 27, 2024 Debtor's Counsel provided a letter from a mortgage/financing broker indicating that it was working to obtain new financing over 737 King and requesting the Receiver provide some time for a Letter of Intent ("**LOI**") to be received early the week of October 2, 2024. No LOI was provided to the Receiver.
- 4.7 On October 8, 2024, The Receiver requested an update from the Debtor's Counsel on the status of the LOI. Subsequently, on October 21, 2024 Debtor's Counsel provided a copy of a letter from the mortgage broker dated October 20, 2024 advising

that a named lender had approved a new first mortgage, conditions for a term sheet had been fulfilled and requesting a further 48 hours for the term sheet to be prepared. Debtor's counsel advised that he understood the new financing was in the amount of \$1.8 million.

- 4.8 The term sheet was not received within the 48 hour period, but on October 30, 2024 Debtor's Counsel advised that the Debtor had informed him that funds would be received in his trust account by 12:00 noon on October 31, 2024. On November 3, 2024 Debtor's Counsel advised the funds had not been received.
- 4.9 As of the date of this report neither the Debtor nor the Debtors Counsel has provided the LOI, term sheet or evidence of funds.

Environmental

- 4.10 The Receiver commissioned an environmental consulting firm, EXP Services Inc. ("**EXP**") to conduct a Phase I Environmental Site Assessment ("**Phase I ESA**") and Groundwater Sampling program report.
- 4.11 The Phase 1 ESA noted several possible environmental concerns from prior manufacturing use of adjacent properties and typical to a building of this age such as the potential for asbestos and lead paint, but no recommendation to conduct a Phase II Environmental Assessment.
- 4.12 EXP conducted groundwater testing on 3 existing monitoring wells that been installed during a previous investigation in 2010-2011. The only substance determined to exceed the relevant Ministry of the Environment Conservation and Parks table was chloroform. Chloroform can be a by-product of municipal water chlorination in the presence of organic matter and it is speculated that the chloroform may be caused by leaking from a municipal water pipe located off-site and to the south of the 737 King property. No further investigations were recommended by EXP.
- 4.13 The results of the current groundwater testing are similar to the results obtained in the 2011, 2013, 2015 and 2018 testing.

Receiver's Banking

- 4.14 The Receiver made arrangements for a new bank account for the Receiver to

facilitate future receipts and disbursements with respect to the receivership administration.

- 4.15 The Receiver issued Receiver's Certificate #1 to MCCCUCU in support of an advance of \$20,000, from which the Receiver paid the cost of real estate appraisals (as further discussed in Section 5) and the Phase I ESA and Groundwater Sampling program report.
- 4.16 The Receiver currently has \$55.50 on deposit in the estate trust account.

Statutory Notices

- 4.17 The Receiver prepared and issued a combined notice pursuant to Section 245(1) and 246(1) of the Bankruptcy and Insolvency Act ("**BIA**") to the Office of the Superintendent of Bankruptcy (the "**Receiver's Notice**"). A copy of the Receiver's Notice is attached hereto at **Appendix C**.

Independent Counsel

- 4.18 Receiver has retained Harrison Pensa LLP ("**HP**") as independent counsel. HP will review the security documentation of MCCCUCU and provide the Receiver with an opinion on the validity, priority and enforceability of the security as amongst the secured creditors and as against the unsecured creditors.

5. Sale of the 737 King Property

- 5.1 The Receiver obtained two appraisals (the “**Appraisals**”) of the Real Property, as follows:
- i. Antec Appraisal Group of Burlington, Ontario, effective October 7, 2024
 - ii. Metrix Realty Group of London, Ontario, effective October 10, 2024
- 5.2 The Receiver obtained listing proposals from the Hotel/Hospitality or Retail groups of three experienced commercial real estate brokers namely Avison Young (“**AY**”), CBRE (“**CBRE**”) and Colliers (“**Colliers**”). Each of the brokers inspected the 737 King Property between September 17, 2024 and September 22, 2024 and subsequently submitted listing proposals / opinions of value (the “**Listing Proposals**”).
- 5.3 The Listing Proposals vary in commission structure, suggested listing price, duration of the listing agreement and other terms. A summary of the Appraisals and the Listing Proposals is attached as **Confidential Appendix A**.
- 5.4 The Receiver reviewed the Appraisals, broker opinions of value and suggested listing prices, proposed commission structures and proposed marketing plans.
- 5.5 A summary of the proposed AY marketing plan (the “Marketing Plan”), following the execution of a listing agreement, is as follows:
- (a) Gather pre-marketing due diligence materials such as environmental and building condition reports, building plans, zoning and bylaw documents;
 - (b) Establish a due diligence data room;
 - (c) Prepare marketing materials such as customized brochure, digital marketing such as website and social medial content, with all marketing costs to be borne by AY;
 - (d) Launch listing to MLS and AY database of investors; Conduct phone and in-person meetings with interested parties;

- (e) Execute confidentiality agreements and conduct tours and meetings with interested parties;
 - (f) Assist potential buyers with investigation;
 - (g) Prepare bi-monthly marketing activity reports, including stats, email analytics, market feedback and recommendations for next steps;
 - (h) Review offers received, present to Receiver and make recommendations on sign back;
 - (i) Negotiate Agreement of Purchase and Sale; and
 - (j) Assist in due diligence process leading to waiver of conditions and closing of transaction.
- 5.6 Other key terms of the AY listing agreement (the “**Listing Agreement**”) are as follows: MLS listing for term of 6 months; and Commission of 3.0% + HST (inclusive of Co-operating broker commission of 1.0% + HST).
- 5.7 If the Debtor refinances the Real Property following the execution of the AY Listing Agreement a commission of 1.5% + HST of the current listing price will be payable to AY (the “**Listing Fee**”).
- 5.8 The Receiver and AY have agreed that an initial listing price of \$3,200,000 is appropriate for current market conditions and the Receiver’s objective. Accordingly, the Receiver seeks approval to enter into the listing agreement with AY, with an initial listing price of \$3,200,000. MCCCUC supports this recommendation. The proposed AY Listing Agreement is attached as **Appendix D**.
- 5.9 HP has prepared a proposed Agreement of Purchase and Sale for the 737 King Property (the “**APS**”) to be used by the commercial broker in soliciting offers for the Real Property. The APS is attached as **Appendix E**.

Sales and Marketing Process

- 5.10 In addition to the Marketing Plan outline above, the proposed Sales and Marketing Process that the Receiver seeks approval of is as follows:

- a) A transparent listing process;
- b) As soon as is reasonably possible, the listing brokers will list the Real Property on the MLS service at a \$3,200,000 listing price and distribute marketing material notifying prospective purchasers of the existence of the offering and inviting prospective purchasers to submit an offer in respect of the Real Property;
- c) The sale of the Real Property will be on an “as is, where is” basis without representations or warranties of any kind, nature, or description by the Receiver, or any of its directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Successful Offer (as defined herein) and approved by the Court.
- d) By submitting an Offer, each Offeror shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Real Property prior to making its Offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Real Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Real Property or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Successful Offer and approved by the Court.
- e) The Receiver shall have the right to deny or limit any parties access to confidential information at any time, which may include denying access to confidential information, if in the Receiver’s sole discretion views such party is not likely to be serious about submitting a bid for the Real Property.
- f) The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.
- g) The Receiver shall not be under any obligation to accept the highest or best (or any) offer made, and any selection of the Successful Offer(s) shall be entirely in the discretion of the Receiver. For greater certainty, the Receiver is hereby

permitted to decline acceptance of any offer. The Receiver shall make it clear that this proposed sale process is not a tender.

Request for a Sealing Order

5.11 The Receiver is seeking a sealing order in respect of the Confidential Appendices to this First Report as they each contain commercially sensitive information, the release of which prior to completion of a transaction would be prejudicial to the stakeholders of the Debtor's estate. The requested sealing of the Confidential Appendices is for a temporary period, until the earlier of the completion of a transaction or further Order of this Court.

6. Recommendations

6.1. The Receiver recommends and respectfully requests that the Court grant the relief summarized at paragraph 3.1(b) of this First Report.

All of which is Respectfully Submitted this 18 day of November, 2024

BDO Canada Limited in its capacity as Court Appointed Receiver of
2673422 Ontario Inc. and not in any personal capacity.



Per: Robyn Duwyn, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX A

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE L. SHEARD)

TUESDAY, THE 13TH
DAY OF AUGUST, 2024

BETWEEN:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

2673422 ONTARIO INC.

Respondent



**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant 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 BDO Canada LLP ("BDO") as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets,, undertakings and properties of 2673422 Ontario Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 55 Main Street West, Hamilton, Ontario, via video conference.

ON READING the affidavit of Steven Schincariol sworn June 28, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor although duly served as appears from the affidavits of service of Scott Greenaway sworn July 31, 2024 and of Emily Ryan-Harrison sworn July 31, 2024 and on reading the consent of BDO to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. **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 manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor in relation to the Property or any part or parts thereof;
- (f) 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;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) 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;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, 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;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$150,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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 and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) 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 any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the 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.

5. **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 business or affairs of the Debtor, 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 5 or in paragraph 6 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.

6. **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.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **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 DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor in relation 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 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, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **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 whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the 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

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. 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

15. **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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **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

17. **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

18. **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.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its 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.

20. **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

21. **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 \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the 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.

22. **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.

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

24. **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

25. **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 <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/2673422-ontario-inc>

26. **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

27. **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.

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

29. **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.

30. **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.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's 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.

32. **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.



Issued and entered electronically by
Alexandre Boulianne Digitally signed by
Alexandre Boulianne
Date: 2024.08.16
09:23:44 -04'00'
Local Registrar
45 Main St East
Hamilton, ON
L8N 2B7

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada LLP (“**BDO**”) the receiver (the "**Receiver**") of the assets, undertakings and properties of 2673422 Ontario Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action 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 Windsor, 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 _____, 2024.

BDO solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED v. 2673422 ONTARIO INC.
Applicant Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

TOM SERAFIMOVSKI
LSO # 30330T
McTAGUE LAW FIRM LLP
Barristers & Solicitors
455 Pelissier Street
Windsor, Ontario N9A 6Z9
(T) 519-255-4386
(E) tserafimovski@mctague.law

LAWYERS FOR THE APPLICANT

Our File: 83577

APPENDIX B

Court File No.: CV-

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

2673422 ONTARIO INC.

Respondent

AFFIDAVIT OF STEVE SCHINCARIOL

I, STEVE SCHINCARIOL, of the City of Windsor, in the County of Essex and Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice President of Commercial Operations with the Applicant, Motor City Community Credit Union Limited (“MCCCU”). The facts in this Affidavit are within my personal knowledge or determined from the facts of the documents attached as exhibits and from information and advice provided to my by others. When matters set out below are based upon information and advice from others, I have identified the source of information and believe it to be true.

2. This Affidavit is sworn in support of MCCCU’s Application for the appointment of BDO Canada LLP (“BDO”) as Receiver of the property, assets and undertakings of the Respondent, 2673422 Ontario Inc. (the “Debtor”).

3. The Debtor is an Ontario corporation carrying on business as a Budget Inn 2000 Hotel located at 737-739 King Street East in Hamilton.

4. Pursuant to a Commitment Letter dated February 20, 2019 (the "**Commitment Letter**") MCCCUC agreed to provide the Debtor credit facility in the sum of \$1,650,000.00 by way of commercial mortgage to assist with the purchase of 737 King Street East in Hamilton, Ontario. The term of the credit facility was for 5 years and expired on April 1, 2024. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Commitment Letter.

5. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a true copy of the parcel registry for the real property retrieved on April 15, 2024. As per the parcel registry, the Debtor is the legal owner of the real property described as 737-739 King Street East in Hamilton, Ontario. It is my understanding that the Debtor operates a hotel on the property known as Budget Inn 2000.

6. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of the Certificate of Incorporation for the Debtor.

7. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a true copy of the Charge registered on April 2, 2019 including the Acknowledgement and Direction signed by the Debtor and the Guarantors as well as the schedule of additional provisions to the mortgage granting MCCCUC the right to appoint a Receiver in the event of default under the credit facility.

8. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a true copy of the Guarantee executed by Jayprakash Patel, Nisha Patel, Samit Patel, Hiten Negandh and Komalben Patel regarding the indebtedness of the Debtor.

9. Attached hereto and marked as **Exhibit “F”** to this my Affidavit is a true copy of Business Loan General Security Agreement (“**GSA**”) dated March 29, 2019 signed by the appropriate representative for the Debtor granting MCCCUC the right to appoint a Receiver in the event of the default of the credit facility.

10. Attached hereto and marked as **Exhibit “G”** to this my Affidavit is a true copy of Ontario PPSA registration confirming that the aforesaid GSA has been registered.

11. In October of 2023, it came to my attention that the Debtor was in arrears of property taxes with the Municipality of Hamilton in the sum of \$70,742.03. Attached hereto and marked as **Exhibit “H”** to this my Affidavit is a true copy of Treasurer Certificate of Outstanding Realty Taxes as at October 6, 2023.

12. As the Debtor was in arrears of property taxes, which is a default under the credit facilities, GSA and the charge/mortgage, MCCCUC retained McTague Law Firm to send demand letters to the Debtor and the Guarantors. Attached hereto and marked as **Exhibit “I”** to this my Affidavit is a true copy of the letter dated December 21, 2023 advising the Debtor that it was in arrears of the property taxes and the mortgage payments and serving as formal notice of default and demand for payment under the terms of the mortgage and the GSA.

13. I am advised by our lawyer, Tom Serafimovski, and verily believe that he received an email on January 8, 2024 from the President of the Debtor, Sumit Patel (“**Mr. Patel**”), requesting an extension until January 30 to pay off this mortgage. Mr. Serafimovski responded on a “without prejudice basis” that MCCCUC was prepared to allow until January 30, 2024 to pay off the mortgage but required payment of \$13,000.00 on or before January 15, 2024 for the current mortgage arrears,

which the Debtor did make by way of wire transfer funds on January 18, 2024. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a true copy of the email exchange between Mr. Patel and Mr. Serafimovski from January 8, 2024 to January 26, 2024, whereby Mr. Patel advises that the Debtor is in the process of getting a first mortgage and that MCCCUCU would be paid off before the renewal date.

14. Attached hereto and marked as **Exhibit "K"** to this my Affidavit is a true copy of an email that Darwin Harasym of McTague Law Firm sent to Mr. Patel on March 22, 2024 advising that the mortgage matures on April 1, 2024 and inquiring if the Debtor will pay off the mortgage by then.

15. As we did not hear anything further from the Debtor, I instructed our lawyers to send a Notice of Intention to Enforce Security pursuant to the Sec. 244 of the *Bankruptcy and Insolvency Act*. Attached hereto and marked as **Exhibit "L"** to this my Affidavit is a true copy of our lawyer's letter dated April 16, 2024 to the Debtor and the Guarantors enclosing a true copy of the Notice of Intention to Enforce Security.

16. I am advised by Tom Serafimovski and verily believe that he received an email on April 29, 2024 from the Debtor that they required another month extension to pay the mortgage. Our lawyer, Darwin Harasym responded to Mr. Patel, the representative of the Debtor, on April 30, 2024 inquiring why they needed more time as the mortgage had fully matured, had not been renewed and needed to be paid out and that any requests by MCCCUCU was being done without prejudice and not a waiver or extension of any rights regarding the enforcement of the loan and the mortgage.

17. I am advised by Tom Serafimovski and Darwin Harasym and verily believe that they have had no further contact from the Debtor. The Debtor has continued to make monthly payments on the mortgage but the term has expired and the Debtor has failed to pay the mortgage which currently is in the sum of \$1,461,613.95 plus legal fees.

18. The General Security Agreement and the Charge each provide for the appointment of a Receiver upon default.

19. The Debtor has failed to repay the outstanding mortgage which term has expired and has not been renewed and has also failed to pay all outstanding tax arrears which is a default under the loan, GSA and the mortgage terms.

20. MCCCCU has been accommodating and reasonable by providing the Debtor time to repay the amounts owing under the mortgage and credit facility. MCCCCU is entitled to take any and all steps necessary to enforce the security including the appointment of a Receiver.

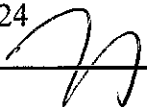
21. Attached hereto and marked as **Exhibit "M"** to this my Affidavit is a true copy of executed consent by BDO to act as Receiver of the property, assets and undertaking of the Debtor.

22. This Affidavit is sworn in support of this Application for an Order to appoint BDO as Receiver and for no other or improper purpose.

SWORN before me at the)
City of Windsor, in the)
County of Essex, this 28)
day of June, 2024)



STEVE SCHINCARIOL



A Commissioner, etc.

APPENDIX C

Notice of Receiver
Subsection 245(1) and 246 (1) of the Act
Form 87

In the matter of the receivership of the property of:

2673422 Ontario Inc. (the "Company")

Take Notice that:

1. On the 13th day of August, 2024, the undersigned BDO Canada Limited ("BDO") became Receiver (the "Receiver") in respect of the property of 2674322 Ontario Inc. (the "Company"), described below as:

I.	Real Property	Unknown
II.	Rents Receivable	Unknown
III.	Cash and Bank Accounts	Unknown
IV.	All other assets, undertakings and properties	Unknown

- 2 The undersigned became Receiver in respect of the property described above by virtue of Order of the Ontario Superior Court of Justice. The Order was issued on and was effective and entered on August 13, 2024. A copy of the Appointment Order is attached herewith.
- 3 The undersigned has not taken possession and control of the property listed above.
- 4 The following information relates to the receivership:

Address of Company : 71 Muscat Crescent, Ajax, ON
Principle Location of Business: 737 King Street East, Hamilton, ON

Principal Business Operations: Hotel/motel operating as 'Budget Inn'

- 5 The intended plan of action of the Receiver during the receivership is:

The Company is the owner of 737-739 King Street East, Hamilton, ON (the "Budget Inn"), a 40 unit hotel/motel that is rented on a daily or weekly basis. The Receiver intends to conduct a sales process to solicit proposals to purchase the Budget Inn. During this time, the Receiver will monitor the operations of the Company as current management continues to operate the Budget Inn.

- 6 The parties below hold a security interest over the property of the Debtor:

Motor City Community Credit Union	\$1,461,613.95
City of Hamilton	\$70,742.03

- 7 A list of unsecured creditors is attached as Appendix A.

Please do not contact our office if the balance owing to you on the attached list is incorrect. As this is a Receivership administration and not a Bankruptcy, there is no mechanism to file a proof of claim. Should the Receiver need to contact you at a later time, written correspondence will be directed to the mailing address indicated on the attached.

8 Estimated Realization

The estimated realization cannot be determined at this early stage in the Receivership.

9 Contact person for the Receiver:

BDO Canada Limited
100-633 Colborne Street
London ON N6B 2V3

Attention: Maxine Finnegan
519-953-0753

Dated at London, Ontario this 20th day of August, 2024

BDO Canada Limited
Court Appointed Receiver of
2673422 Ontario Inc.

Per: 
Robyn Duwyn, CPA, CA, CIRP
Senior Vice President

Appendix A
Unsecured Creditors

No known unsecured creditors

APPENDIX D

~~1. The Seller agrees to pay to the Listing Brokerage the amount of the Commission set out above, whether or not the Seller's Property is sold, and whether or not the Seller is the beneficial owner of the Property at the time of the sale. The Commission shall be payable to the Listing Brokerage in full at the time of the sale of the Property.~~

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

~~1.1. The Seller agrees to pay to the Listing Brokerage the amount of the Commission set out above, whether or not the Seller's Property is sold, and whether or not the Seller is the beneficial owner of the Property at the time of the sale. The Commission shall be payable to the Listing Brokerage in full at the time of the sale of the Property.~~

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction. The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

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

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

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or buyer.

~~4. The Seller agrees to pay to the Listing Brokerage the amount of the Commission set out above, whether or not the Seller's Property is sold, and whether or not the Seller is the beneficial owner of the Property at the time of the sale. The Commission shall be payable to the Listing Brokerage in full at the time of the sale of the Property.~~

5. REFERRAL OF ENQUIRIES: The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

6. MARKETING: The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

7. WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

~~8. INDEMNIFICATION AND INSURANCE: The Seller warrants that the Seller is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~

~~9. The Seller agrees to indemnify the Listing Brokerage and its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~

~~10. The Seller agrees to indemnify the Listing Brokerage and its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~

11. VERIFICATION OF INFORMATION: The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

12. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

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

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

Does Does Not

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

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

..... (Authorized to bind the Listing Brokerage) (Date) Ted Davis (Name of Person Signing)

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

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

BDO Canada Limited, Receiver
 (Name of Seller)

..... (Signature of Seller/Authorized Signing Officer) BDO Canada Limited, Receiver (Seal) (Date) (Tel. No.)
 (Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Ted Davis
 (Name of Salesperson/Broker/Broker of Record)

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

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

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

..... (Signature of Seller) BDO Canada Limited, Receiver of 2673422 ONTARIO INC. (Date)
 (Signature of Seller) (Date)

Schedule A
Listing Agreement - Commercial
Seller Designated Representation Agreement
Authority to Offer for Sale

This Schedule is attached to and forms part of the Listing Agreement - Commercial Seller Designated Representation Agreement, Authority to Offer for Sale (Agreement) between:

BROKERAGE: Avison Young Commercial Real Estate Services, LP ,and

SELLER: BDO Canada Limited, as Receiver of 2673422 ONTARIO Inc.

PROPERTY: 737 King Street, E Hamilton ON L8M 1A4

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage and Designated Representative, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

This form must be initialled by all parties to the Agreement.

INITIALS OF LISTING BROKERAGE:

○

INITIALS OF SELLER(S):

○

MLS® LISTING #

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

Mandatory Field All Property Types
Optional Field All Property Types

PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

Initial Information Page

PIN #

AREA

B u r l i n g t o n

MUNICIPALITY

H a m i l t o n

COMMUNITY *

* MANDATORY IF AVAILABLE

STREET NUMBER

STREET NAME

ABBREV

DIR

APT/UNIT #

POSTAL CODE

737

King Street, E

St

DIR: E, N, S, W

L8M 1A4

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION) (50 characters)

LTS 1, 2 & 3, PL 46 ; HAMILTON

PROPERTY MANAGEMENT COMPANY (60 characters)

LOT FRONT ▲*

LOT DEPTH ▲*

LOT/BLDG/UNIT CODE ▲

LOT SIZE CODE ▲

LOT IRREGULARITIES (40 characters)

1 | 1 | 9 | . | 6 | 2 | 1 | 4 | 5 | . | 0 | 0 | Lot Bldg Unit Feet Acres

* NOT MANDATORY FOR COMMERCIAL CONDO

ZONING (40 characters)

TOC1

DIRECTION/MAIN CROSS STREETS (30 characters)

King St E & Sanford Ave N

▲ IF NOT APPLICABLE ENTER "0"

AMOUNTS/DATES

One of Possession Date or Possession Remarks is Mandatory

LIST PRICE

LIST PRICE CODE NOTE: REFER TO PRICE CODES ON BACK

MIN. RENTAL TERM (MONTHS)

MAX. RENTAL TERM (MONTHS)

TAXES

TAX YEAR

\$3,200,000.00

F O R S A L E

2 | 0 | 2 | 4

TAX TYPE (check 1)

ASSESSMENT

ASSESSMENT YEAR

CONTRACT COMMENCEMENT

EXPIRY DATE

POSSESSION DATE

Annual T. & O. N/A T.M.I.

MMDDYYYY

MMDDYYYY

MMDDYYYY

POSSESSION REMARKS (14 characters)

HOLDOVER DAYS

1 | 2 | 0

SELLER NAME (70 characters)

BDO Canada Limited, as Receiver of 2673422 ONTARIO

MORTGAGE COMMENTS (140 characters)

CONDO MAINTENANCE FEES (MONTHLY) *

* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

DETAILS

TYPE	CATEGORY (check 1)	USE (check 1)			
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional* <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other*	<input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> *uses for Institutional category only		
<input type="checkbox"/> Sale of Business	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Art Gallery <input type="checkbox"/> Art Supplies <input type="checkbox"/> Automotive Related <input type="checkbox"/> Bakery <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Café <input type="checkbox"/> Car Wash <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Coffee/Donut Shop	<input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Dairy Products <input type="checkbox"/> Day Care <input type="checkbox"/> Delicatessen <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Distributing <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Electronics <input type="checkbox"/> Entertainment <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Fitness/Training	<input type="checkbox"/> Florist <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Footwear <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Funeral Home <input type="checkbox"/> Furniture <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Gas Station <input type="checkbox"/> Golf Course <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Hair Salon <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Home Improvement	<input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Jewellery <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marina <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Pizzeria <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Self Storage <input type="checkbox"/> Service Related <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Travel Agency <input type="checkbox"/> Wood Working
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office				
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation ¹ <input type="checkbox"/> Apartment ² <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Recreational ³	<input type="checkbox"/> Bed & Breakfast ¹ <input type="checkbox"/> Apts-2 To 5 Units ² <input type="checkbox"/> Golf ³	<input type="checkbox"/> Cabins/Cottages ¹ <input type="checkbox"/> Apts-6 To 12 Units ² <input type="checkbox"/> Marina ³	<input type="checkbox"/> Hotel/Motel/Inn ¹ <input type="checkbox"/> Apts-13 To 20 Units ² <input type="checkbox"/> Campground ³	<input type="checkbox"/> Other ¹ <input type="checkbox"/> Apts-Over 20 Units ² <input type="checkbox"/> Sports/Entertainment ³ <input type="checkbox"/> Other ³
		1 - uses for Accommodation only 2 - uses for Apartment only 3 - uses for Recreational only All others have no uses.			
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other			
<input type="checkbox"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/ Food Inspected <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Warehouse			
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products <input type="checkbox"/> Hobby <input type="checkbox"/> Horse <input type="checkbox"/> Livestock <input type="checkbox"/> Other			
<input type="checkbox"/> Land	<input type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Official Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Industrial <input type="checkbox"/> Hospitality <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input type="checkbox"/> Residential <input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront			

3 FREESTANDING

Yes No

4 TOTAL AREA

4 TOTAL AREA CODE (check 1)

- Acres
- Hectares
- Square Feet
- Sq. Ft. Divisible
- Sq. M. Divisible
- Square Metres

% BUILDING

5 OFFICE/APT AREA

5 OFFICE/APT AREA CODE (check 1)

- %
- Square Feet
- Sq. Ft. Divisible
- Square Metres
- Sq. M. Divisible

6 INDUSTRIAL AREA

6 INDUSTRIAL AREA CODE (check 1)

- %
- Square Feet
- Sq. Ft. Divisible
- Square Metres
- Sq. M. Divisible

7 RETAIL AREA

7 RETAIL AREA CODE (check 1)

- %
- Square Feet
- Sq. Ft. Divisible
- Square Metres
- Sq. M. Divisible



<p>APPROXIMATE AGE</p> <input type="checkbox"/> New <input type="checkbox"/> 0 - 5 Years <input type="checkbox"/> 6 - 15 Years <input type="checkbox"/> 16 - 30 Years <input type="checkbox"/> 31 - 50 Years <input type="checkbox"/> 51 - 99 Years <input type="checkbox"/> 100 + Years	<p>11 UTILITIES</p> <input type="checkbox"/> Available <input type="checkbox"/> Yes <input type="checkbox"/> No	<p>14 HEAT TYPE (check 1)</p> <input type="checkbox"/> Baseboard <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Fan Coil <input type="checkbox"/> Gas Forced Air Closed <input checked="" type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> None <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Other <input type="checkbox"/> Propane Gas <input type="checkbox"/> Radiant <input type="checkbox"/> Solar <input type="checkbox"/> Steam Radiators <input type="checkbox"/> Water Radiators <input type="checkbox"/> Woodburning	<p>15 GRADE LEVEL SHIP DOORS #</p> <p>DOOR HEIGHT FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>DOOR WIDTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>16 ELEVATOR (check 1)</p> <input type="checkbox"/> Freight/Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public	<p>OUTSIDE STORAGE</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>AREA INFLUENCES (check 2)</p> <input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Center <input type="checkbox"/> Skiing <input type="checkbox"/> Subways	<p>BAY SIZE</p> <p>WIDTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>LENGTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>AMPS <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>VOLTS <input type="text"/> <input type="text"/> <input type="text"/></p> <p>12 WATER (check 1)</p> <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well	<p>WASHROOMS <input type="text"/> <input type="text"/></p> <p>SHIPPING DOOR TYPES</p> <p>15 TRUCK LEVEL SHIP DOORS #</p> <p>DOOR HEIGHT FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>DOOR WIDTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>15 DOUBLE MAN SHIP DOORS #</p> <p>DOOR HEIGHT FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>DOOR WIDTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>15 DRIVE-IN LEVEL SHIP DOORS #</p> <p>DOOR HEIGHT FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p> <p>DOOR WIDTH FT <input type="text"/> <input type="text"/> IN <input type="text"/> <input type="text"/></p>	<p>17 GARAGE TYPE (check 1)</p> <input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out <input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface <input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved/Assigned <input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet <input type="checkbox"/> Visitor	<p>18 RAIL</p> <input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes
<p>PHYSICALLY HANDICAPPED-EQUIPPED</p> <input type="checkbox"/> Yes <input type="checkbox"/> No	<p>WATER SUPPLY TYPES (check 1)</p> <input type="checkbox"/> Bored Well <input type="checkbox"/> Cistern <input type="checkbox"/> Community Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Lake/River <input type="checkbox"/> Shared Well		<p>PARKING SPACES TOTAL</p> <p><input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>19 SEWERS (check 1)</p> <input type="checkbox"/> None <input type="checkbox"/> Sanitary <input type="checkbox"/> Sanitary Available <input checked="" type="checkbox"/> Sanitary + Storm <input type="checkbox"/> Sanitary + Storm Available <input type="checkbox"/> Septic Available <input type="checkbox"/> Septic <input type="checkbox"/> Storm <input type="checkbox"/> Storm Available
<p>8 BASEMENT</p> <input type="checkbox"/> Yes <input type="checkbox"/> No			<p>NUMBER OF TRAILER PARKING SPOTS</p> <p><input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	
<p>UFFI (check 1)</p> <input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes				
<p>9 CLEAR HEIGHT</p> <p>FEET <input type="text"/> <input type="text"/> INCHES <input type="text"/> <input type="text"/></p>	<p>13 AIR CONDITIONING (check 1)</p> <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes			
<p>10 SPRINKLERS (check 1)</p> <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes				

COMMENTS (*Refer to form 823)

REMARKS FOR CLIENTS (1000 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY. 3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.

EXTRAS (240 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.

INCLUSIONS* (250 characters max)

EXCLUSIONS* (250 characters max)

COMMENTS

RENTAL ITEMS* (250 characters max)

REMARKS FOR BROKERAGES (280 characters max) 1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.

2. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.

FINANCIAL INFORMATION

FINANCIAL STATEMENT CHATTELS FRANCHISE DAYS OPEN HOURS OPEN EMPLOYEES
Yes No Yes No Yes No One Two Three Four Five Six Seven Varies
SEATS L.L.B.O. BUSINESS/BUILDING NAME TAXES EXPENSE
INSURANCE EXPENSE MANAGEMENT EXPENSE MAINTENANCE HEAT EXPENSE HYDRO EXPENSE WATER EXPENSE
OTHER EXPENSE GROSS INCOME/SALES VACANCY ALLOWANCE OPERATING EXPENSE NET INCOME BEFORE DEBT
EST. INV. VALUES AT COST COMMON AREA UPCHARGE PERCENTAGE RENT EXPENSES YEAR EXPENSES
Actual Estimated COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

BROKERAGE INFORMATION / OTHER

LISTING BROKERAGE Avison Young Commercial Real Estate Services, LP
BROKER 1/SALESPERSON 1 Harrison Livermore
BROKER 2/SALESPERSON 2 Curtis Gallagher
COMMISSION TO CO-OPERATING BROKERAGE 3% / 1%
L.B. PHONE 905-712-2100
L.B. FAX NO. 905-712-2937
BROKER 1/SALESPERSON 1 PHONE 905-283-2387
BROKER 2/SALESPERSON 2 PHONE 416-520-3414

SPIS ENERGY CERTIFICATION CERTIFICATION LEVEL (25 characters)
GREEN PROPERTY INFORMATION STATEMENT DISTRIBUTE TO INTERNET DISPLAY ADDRESS ON INTERNET DISTRIBUTE TO DDF™/IDX PERMISSION TO CONTACT LB TO ADVERTISE

APPOINTMENTS

OCCUPANCY (check 1) CONTACT AFTER EXPIRED
Owner/Tenant Owner Partial Tenant Vacant Yes No

VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

Use photo from photo library Upload your own photo(s) No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE BDO Canada Limited, Receiver of 2673422 ONTARIO INC. DATE



PRICE CODES

FOR SALE	PER ACRE	SQ. FT. NET
GROSS LEASE	PER SQ. FT.	SQ. M. GROSS
NET LEASE	PLUS STOCK	SQ. M. NET
OTHER	SQ. FT. GROSS	

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

2	USE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	SHIPPING DOORS MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	FREESTANDING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office OPTIONAL: Farm; Land; Sale of Business	16	ELEVATORS MANDATORY: Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	TOTAL LAND/BLDG. AREA MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	17	PARKING/GARAGE MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land
5	OFFICE/APT. AREA MANDATORY: Office; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	RAIL MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	INDUSTRIAL AREA MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	SEWERS MANDATORY: Land OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	RETAIL AREA MANDATORY: Commercial/Retail; Store with Apartment/Office OPTIONAL: Farm; Industrial; Investment; Land; Office; Sale of Business	20	FINANCIAL STATEMENT MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	BASEMENT MANDATORY: Sale of Business; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	CHATELS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	CLEAR HEIGHT MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	FRANCHISE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	SPRINKLERS MANDATORY: Commercial/Retail; Industrial; Office; Store with Apartment/Office OPTIONAL: Farm; Investment; Land; Sale of Business	23	DAYS OPEN MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	UTILITIES MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	24	# EMPLOYEES MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	WATER MANDATORY: For all	25	# SEATS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	AIR CONDITIONING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land	26	L.L.B.O. MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	HEAT MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Land		

PRICE CODES

FOR SALE
GROSS LEASE
NET LEASE
OTHER

PER ACRE
PER SQ. FT.
PLUS STOCK
SQ. FT. GROSS

SQ. FT. NET
SQ. M. GROSS
SQ. M. NET

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

<p>2 USE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>	<p>15 SHIPPING DOORS MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p>
<p>3 FREESTANDING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office OPTIONAL: Farm; Land; Sale of Business</p>	<p>16 ELEVATORS MANDATORY: Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office</p>
<p>4 TOTAL LAND/BLDG. AREA MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business</p>	<p>17 PARKING/GARAGE MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land</p>
<p>5 OFFICE/APT. AREA MANDATORY: Office; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business</p>	<p>18 RAIL MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p>
<p>6 INDUSTRIAL AREA MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office</p>	<p>19 SEWERS MANDATORY: Land OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office</p>
<p>7 RETAIL AREA MANDATORY: Commercial/Retail; Store with Apartment/Office OPTIONAL: Farm; Industrial; Investment; Land; Office; Sale of Business</p>	<p>20 FINANCIAL STATEMENT MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>8 BASEMENT MANDATORY: Sale of Business; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office</p>	<p>21 CHATELS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>9 CLEAR HEIGHT MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p>	<p>22 FRANCHISE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>10 SPRINKLERS MANDATORY: Commercial/Retail; Industrial; Office; Store with Apartment/Office OPTIONAL: Farm; Investment; Land; Sale of Business</p>	<p>23 DAYS OPEN MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>11 UTILITIES MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business</p>	<p>24 # EMPLOYEES MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>12 WATER MANDATORY: For all</p>	<p>25 # SEATS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>13 AIR CONDITIONING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land</p>	<p>26 L.L.B.O. MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
<p>14 HEAT MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Land</p>	

PRICE CODES

FOR SALE	PER ACRE	SQ. FT. NET
GROSS LEASE	PER SQ. FT.	SQ. M. GROSS
NET LEASE	PLUS STOCK	SQ. M. NET
OTHER	SQ. FT. GROSS	

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

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4	TOTAL LAND/BLDG. AREA MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	17	PARKING/GARAGE MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land
5	OFFICE/APT. AREA MANDATORY: Office; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	RAIL MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	INDUSTRIAL AREA MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	SEWERS MANDATORY: Land OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	RETAIL AREA MANDATORY: Commercial/Retail; Store with Apartment/Office OPTIONAL: Farm; Industrial; Investment; Land; Office; Sale of Business	20	FINANCIAL STATEMENT MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	BASEMENT MANDATORY: Sale of Business; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	CHATELS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	CLEAR HEIGHT MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	FRANCHISE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	SPRINKLERS MANDATORY: Commercial/Retail; Industrial; Office; Store with Apartment/Office OPTIONAL: Farm; Investment; Land; Sale of Business	23	DAYS OPEN MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	UTILITIES MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	24	# EMPLOYEES MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	WATER MANDATORY: For all	25	# SEATS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	AIR CONDITIONING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land	26	L.L.B.O. MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	HEAT MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Land		

SALE

COMMERCIAL

MLS® DATA INFORMATION FORM

Form 590



Listing Data Electronic Permission Fields

GREEN PROPERTY INFORMATION STATEMENT <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO DDF™/IDX <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No	DISPLAY ADDRESS ON INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No
OPEN HOUSE NOTES	APPOINTMENTS	PERMISSION TO CONTACT LB TO ADVERTISE <input type="checkbox"/> Yes <input type="checkbox"/> No	

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDF™/IDX	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes or No	

PERMISSION TO CONTACT LB TO ADVERTISE Yes No

Important to note: With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.

SCHEDULE "B"

TO A LISTING AGREEMENT BETWEEN Avison Young Commercial Real Estate Services, LP ("**Listing Brokerage**") AND BDO Canada Limited (the "**Seller**"), solely in its capacity as Receiver and manager, without security, of all assets, undertakings, and properties of 2673422 Ontario Inc, (the "**Debtor/owner**").

1. Commission/Fees:

a. Notwithstanding sub-clause 2 of the pre-printed Listing Agreement, in the event that:

- i. the registered first place charge to Motor City Community Credit Union Limited ("**MCCCU**") is transferred or sold to another party, and the Receiver's appointment is terminated; or
- ii. in the event existing owner or Debtor successfully refinances the Property on or before the completion date for any potential sale or transfer, and the Receiver's appointment is terminated.

then the Listing Fee (applied to the current listing price) shall, subject to Court approval be due and payable on the earlier of the date the Receiver's appointment is terminated by the Court, or funds paid to MCCCU by the Debtor.

2. Subject to the provision in Paragraph 1 above, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the purchase is completed. **AVISON YOUNG COMMERCIAL REAL ESTATE (ONTARIO) INC. BROKERAGE** (hereinafter, the "Broker") acknowledges that the sale is taking place pursuant to the court order of The Honourable Justice Sheard dated August 13, 2024, and that further court approval of the sale ("Court Approval") is a pre-condition to completion of the transaction. The Seller cannot guarantee that Court Approval will be obtained. The Brokerage also acknowledges that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "Conditions") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if the transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.

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

<u>Seller's Initials</u>	<u>Listing Brokerage's Initials</u>

4. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Property, the condition of the Property, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Broker with any indemnification regarding any such matters.
5. In the event of any conflict between the provisions of this Schedule "B" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "B" shall override and shall govern and prevail for all purposes.
6. The Listing Brokerage assumes no responsibility and the Seller will not hold the Listing Brokerage, representatives of the Listing Brokerage nor any cooperating brokerage liable for, any claim, loss, cost, damage, or injury in connection with or attributable to the Property or its condition, except to the extent caused by the gross negligence or wilful misconduct of the Listing Brokerage or its representatives. The Seller shall acquire and maintain during the term of this Agreement, insurance coverage on such terms and in such amounts as the Seller deems appropriate in respect of the Property, including personal liability insurance against any claims resulting from bodily injury or property damage occurring on or at the Property.
7. Any prospective purchaser agrees to use the Vendors Form of Offer which will be provided by the Broker to such prospective purchaser.
8. In the event of any conflict between the provisions of this Schedule "B" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "B" shall override and shall govern and prevail for all purposes.

<u>Seller's Initials</u>	<u>Listing Brokerage's Initials</u>

APPENDIX E

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the _____ day of _____, 2024.

BETWEEN:

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of the assets, undertakings and properties of **2673422 ONTARIO INC.**, (the "**Company**")

and not in any other capacity and with no personal or corporate liability

(hereinafter called the "**Vendor**")

OF THE FIRST PART

- and -

_____.

(hereinafter called the "**Purchaser**")

OF THE SECOND PART

RECITALS:

Whereas:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (**the "Court"**) in court file CV-24-00086270-0000 (the "**Proceedings**"), dated the 13th day of August, 2024 (the "**Appointment Order**"), the Vendor was appointed as Receiver of all the assets, property and undertaking of the Company acquired for or used in connection with the business carried on by the Company, including all proceeds thereof (collectively, the "**Assets**").
- B. Pursuant to the Appointment Order, the Vendor is authorized to sell the Assets and apply for an Order of the Court approving the sale of any or all of the Assets and vesting title to such Assets in the Purchaser.
- C. On ●, the Court made an order (the "**Marketing Process Order**") approving, among other things, a marketing process (the "**Marketing Process**") for the solicitation of offers (each, a "**Bid**") for the purchase of the Lands and other related Purchased Assets (each as defined herein), which Bid must include (among other things) a binding agreement of purchase and sale, in the form attached contained in the Data Room as defined below.
- D. Subject to an order being issued by the Court approving the sale of the Purchased Assets and pursuant to the terms of this Agreement, the Purchaser has offered to purchase the Purchased Assets and the Vendor has accepted such an offer on the terms and conditions contained herein. The Purchaser acknowledges that the Vendor's acceptance of such

offer and execution of this Agreement are subject to the terms and conditions contained herein and approval of the Court of such actions.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual agreements in this Agreement, and for other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“Acceptance Date” means the date upon which this Agreement has been accepted by both parties;

“Accounts Receivable” means all those accounts receivable, book debts or other debts owing (whether or not invoiced or then due) to the Company as at the Closing Date related to the Purchased Assets;

“Adjustments” means the adjustments to the Purchase Price made pursuant to Section 2.6 hereof;

“Agreement” means this agreement of purchase and sale resulting from the acceptance, by the Vendor, of the offer provided for in Section 7.16 and all Schedules attached hereto and the terms “hereof” and “hereto” refer to this Agreement as a whole and references to **“Section”** and **“subsection”** mean the relevant section or subsection of this Agreement unless the context specifically indicates otherwise;

“Applicable Law” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise), or Order, or any consent, exemption, approval or license of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, the Company or to any of the Purchased Assets;

“Appointment Order” means the Order of the Honourable Justice Sheard of the Ontario Superior Court of Justice (Commercial List) dated the 13th day of August, 2024, appointing the Vendor as Receiver of all of the assets, property and undertaking of the Company, including the Purchased Assets, pursuant to section 243 of the BIA and section 101 of the *Courts of Justice Act*, R.S.O 1990, c.C.43, as amended;

“Approval and Vesting Order” means an Order or Orders of the Court in a form substantially in accordance with Schedule A authorizing and approving the Transaction contemplated under this Agreement and ordering that all right, title and interest of the Vendor in the Purchased Assets be vested in the Purchaser free and clear of any right, title or interest of the Company or of any other Claims and Encumbrances, except for Permitted Encumbrances, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, by or of all Persons;

“Assignment of Contracts and Warranties” means the assignment and assumption agreement in respect of the Assumed Contracts and any Warranties, including an indemnity by the Purchaser in favour of the Vendor in respect of all obligations arising prior to or after the Closing Date in the form attached hereto as Schedule D;

“Assumed Contracts” means the Contracts that are legally assignable by the Vendor and which the Purchaser agrees to assume on Closing, as set out in Schedule E;

“Assumed Employees Liabilities” has the meaning given to such term in Section 2.8(d).

“Assumed Employees” has the meaning given to such term in Section 5.1(b).

“Assumed Liabilities” has the meaning set out in Section 2.8.

“Authorization” means any Order, permit, approval, consent, waiver, licence, development agreement or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Authority having jurisdiction.

“BIA” means the *Bankruptcy and Insolvency Act* of Canada as the same may be amended from time to time;

“Building” means, collectively, the buildings and all other structures, fixtures, equipment and improvements located on the Purchased Real Property, and which are the property of the Company;

“Business Day” means a day other than a Saturday or Sunday, on which chartered banks are open for the transaction of domestic business in Toronto, Ontario;

“Chattels” means the chattels and equipment owned by the Company located on, incorporated or situated in, on, around or upon any Building or upon the Purchased Real Property, and includes all equipment, devices or any other chattels or other tangible personal property owned by the Company and located on the Purchased Real Property or in any Building and used exclusively in the operation and maintenance of the Purchased Real Property, excluding any chattels and equipment owned by persons other than the Company;

“Claims” shall have the meaning ascribed thereto in the Approval and Vesting Order;

“Closing” means the completion of the sale to, and purchase by, the Purchaser of the Purchased Assets in accordance with the terms of this Agreement;

“Closing Date” means ten (10) Business Days after the Court grants the Approval and Vesting Order or such other date as the parties hereto agree to in writing;

“Closing Document” means any document delivered at or subsequent to the Closing Time as provided in or pursuant to this Agreement;

“Closing Time” means 5:00 p.m. Toronto time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place;

“Company” means 2673422 Ontario Inc.;

“Company Employee Plans” means any Plans maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Company with respect to its employees.

“Confidentiality Agreement” means the confidentiality agreement dated _____ delivered by the Purchaser in favour of the Vendor;

“Contracts” means the full benefit and advantage of all contracts, agreements and entitlements of the Company related to the Purchased Real Property, other than the interest of the Company in any of the Accounts Receivable, any Equipment Leases, or any Intellectual Property;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“Data Room” means the online virtual data room hosted by the Vendor’s Agent containing the Project Documents and other information pertaining to the Purchased Assets to which the Purchaser has been given access;

“Deposit” means the deposit to be paid by the Purchaser pursuant to 2.4(a);

“DRA” has the meaning ascribed to it in Section 7.8;

“Employees” means any and all: (i) officers, employees, individual consultants and individual service providers of the Company or any predecessors of the Company who are actively working for the Company (including full-time, part-time or temporary employees); and (ii) officers, employees, individual consultants and individual service providers of the Company or any predecessors of the Company who are not actively working for the Company because they have been laid off on a temporary or indefinite basis; and (iii) officers, employees, individual consultants and individual service providers of the Company or any predecessors of the Company who are not actively working for the Company because they are on statutory or approved leaves of absence (including maternity leave, parental leave, short-term or long-term disability leave, workers’ compensation and other statutory leaves).

“Encumbrances” shall have the meaning ascribed to thereto in the Approval and Vesting Order;

“Equipment Leases” means equipment leases in favour of the Company as specifically listed in Schedule G;

“Excluded Assets” means all Assets except for the Purchased Assets – for greater certainty, all bank accounts of the Company and any cash on hand and cash equivalents at Closing shall not be included in the Purchased Assets;

“Excluded Employees” has the meaning set out in subsection 5.1(b);

“Fixed Assets” means all of the assets and any and all other fixed assets, machinery, equipment, computers, furniture, furnishings and vehicles owned by the Company and currently located at the Purchased Real Property together with all operating manuals, maintenance logs, and equipment drawings and specifications in the possession of the Vendor relating thereto as specifically listed in Schedule H;

“Governmental Authority” means any domestic or foreign government whether federal, provincial, state or municipal and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;

“HST Certificate and Indemnity” means the HST Certificate and Indemnity in the form attached at Schedule J hereto;

“including” means **“including without limitation”** and the term **“including”** shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“Intellectual Property” means any patents, trade names, trademarks and other intellectual property and the goodwill appurtenant thereto to the extent same comprises property of the Company as of the Closing Date, any and all other patents, trade names, trademarks and other intellectual property and the goodwill appurtenant thereto together with all documents, drawings, and technical data in the possession of the Vendor related exclusively thereto as specifically listed in Schedule I;

“Liabilities” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law or Claim and those arising under any Contract or undertaking or otherwise, including any tax liability or tort liability of the Company;

“Order” means any order (draft or otherwise), judgment, injunction, decree, award or writ of any Court, tribunal, arbitrator, Governmental Authority, or other Person;

“Other Party” has the meaning ascribed to it in Section 7.10;

“Parties” means the Purchaser and the Vendor together, and **“Party”** means either one of them;

“Permitted Encumbrances” shall mean those encumbrances listed in Schedule B;

“Person” or **“person”** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law;

“Plan” means any plan, arrangement, agreement, program, policy, practice or undertaking, whether oral or written, formal or informal, insured or uninsured, unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, termination, change of control, health, welfare, medical, dental, disability, life insurance and any similar plans, programmes, arrangements or practices, in each case: (i) for the benefit of an employees or other Persons who are receiving remuneration for work or services provided to the given employer who are not employees (or any spouses, dependants, survivors or beneficiaries of such Persons); (ii) that are maintained, sponsored or funded by the employee’s employer; or (iii) under which such employer has, or shall have, any liability or contingent liability;

“Plans, Reports and Specifications”, means any plans, drawings, architect, planner or other consultant reports and specifications relating to the Purchased Real Property;

“Project Documents” means the documents, information, reports and materials relating to the Purchase Assets which: (a) are in existence as of the Acceptance Date; (b) are in the possession and control of the Vendor as of the Acceptance Date; and (c) which have been made available to the Purchaser, by access to the Data Room or otherwise, for review and examination but excluding documents and instruments registered on title to the Purchased Real Property and other information available in the public domain. Without limiting the foregoing, the Project Documents include copies of the following:

- (a) copies of the Plans, Reports and Specifications;
- (b) copies of any building condition reports relating to the Purchased Real Property;
- (c) copies of any environmental reports relating to the Purchased Real Property;
- (d) copies of all property tax and water/sewer bills for 2022, 2023 and 2024 to date;
- (e) copies of any documentation relating to any realty tax appeals related to the Purchased Real Property;
- (f) operating, property and security manuals with respect to the Chattels, the Buildings and the fixtures and systems located within, on or under the Purchased Real Property;
- (g) copies of the Contracts;
- (h) a list of Chattels, if any;
- (i) a list of Employees (without reference to names), together with, their positions and material terms of employment including wages/salary, incentive compensation, service date, benefits and vacation entitlement and accrual;

“Purchase Price” has the meaning ascribed thereto in Section 2.3;

“Purchased Assets” means, subject to the terms hereof all of the interest of the Company in the following:

- (a) the Purchased Real Property, including the Building;
- (b) any Assumed Contracts and Warranties, if any;
- (c) Plans, Reports and Specifications, to the extent assignable;
- (d) any Chattels, if any;
- (e) the Assumed Liabilities;
- (f) any Fixed Assets, if any;

“Purchaser Employee Plans” means any Plans maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Purchaser with respect to its employees.

“Purchaser’s Solicitors” means the firm of _____, or such other firm or firms of solicitors as are retained by the Purchaser from time to time and written notice of which is delivered to the Vendor;

“Related Person” has the meaning in the BIA;

“Statement of Adjustments” means the statement to be prepared by the Vendor setting out the Adjustments and to be delivered as contemplated by Section 3.2(g);

“Purchased Real Property” means the lands and premises described in Schedule C;

“Transaction” means the transaction of purchase and sale contemplated pursuant to this Agreement;

“Vendor’s Agent” means •;

“Vendor’s Solicitors” means the firm of Harrison Pensa LLP, or such other firm or firms of solicitors as are retained by the Vendor from time to time and written notice of which is delivered to the Purchaser; and

“Warranties” means any existing warranties and guarantees, if any, for the initial construction or subsequent additions to or upgrading of the Purchased Real Property and the systems therein.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended or to any restated or successor legislation of comparable effect.

1.3 Headings

The division of this Agreement into articles, Sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of or between the Parties.

1.6 Amendment

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

1.7 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.8 Schedules

The following Schedules form part of this Agreement:

- Schedule A - Approval and Vesting Order
- Schedule B - Permitted Encumbrances
- Schedule C - Legal Description of Purchased Real Property
- Schedule D - Assignment of Contracts and Warranties
- Schedule E - Assumed Contracts
- Schedule F - HST Certificate and Indemnity
- Schedule G - Equipment Leases
- Schedule H - Fixed Assets
- Schedule I - Intellectual Property

1.9 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in Ontario (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties exclude the application of the UN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act (Ontario) as amended, replaced or re-enacted from time to time.

1.10 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to Canadian dollars.

1.11 Third Party Beneficiaries

Nothing in this Agreement or in any Closing Document is intended expressly or by implication to, or shall, confer upon any Person other than the Parties, any rights or remedies of any kind.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Assets

The Vendor shall sell, assign and transfer to the Purchaser and the Purchaser shall purchase the Purchased Assets on the Closing Date pursuant to the Vesting Order and the Purchaser shall pay the Purchase Price on the Closing Date, subject to the terms and conditions contained in this Agreement.

2.2 Purchaser Acknowledgements and Agreements

The Purchaser acknowledges and agrees as follows:

- (a) the Project Documents have been made available for review by the Purchaser and its representatives;
- (b) the Vendor does not guarantee title to the Purchased Assets and the Vendor shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets except those in its possession, which have already been reviewed by the Purchaser, and the Purchaser has conducted or will have conducted and shall be deemed to have conducted, prior to executing and delivering this Agreement, such inspections of the condition of and title to the Purchased Assets and all such other due diligence as it deems appropriate and has satisfied itself with regard to these matters;
- (c) on Closing, title to the Purchased Real Property shall be subject to the Permitted Encumbrances;
- (d) the Purchaser has had reasonable access to the Purchased Real Property and other Purchased Assets and conducted its own investigations and inspections of the Purchased Assets and that the Purchaser is responsible to conduct its own inspections and investigations of all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets;
- (e) the Purchaser has relied entirely upon its own investigation and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Assets entirely on an “**as is, where is**” basis as at the date hereof and as at the Closing Date at the Purchaser’s own risk and peril;
- (f) the Purchaser will accept the Purchased Assets in their state, condition and location on Closing and that the Purchaser hereby acknowledges that the Vendor has made no express or implied agreement, representations, warranties, statements or promises of any kind whatsoever, legal or conventional, as to the title, condition, area, square footage, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, outstanding work orders, deficiency notices, compliance requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations, the existence, validity, terms and conditions of any licences, permits, consents or other regulatory approvals relating to or in any way connected with the Purchased Real Property or the existence of zoning or building entitlements affecting the Purchased Real Property, any environmental matter, contamination or condition (including without limitation, any remediation, containment, restoration and/or any other works related to any environmental matter, contamination, or condition, on, in, abutting, above or below the Purchased Real Property) or any other aspect or characteristic of the Property or other Purchased Assets whatsoever, or as to the compliance with any Applicable Laws affecting the Transaction, save and except as are expressly contained in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) (including sections 13, 14 and 15) do not apply to the sale of the Purchased Assets and have been waived by the

Purchaser, and the Vendor, their affiliates (as defined in the *Ontario Business Corporations Act*), managers, partners, general partner, trustees, shareholders, directors, officers, employees and agents of each and any of them, and each and any of their respective heirs, successors, personal representatives, executors, trustees, successors and assigns, and all such Persons are hereby fully, finally and irrevocably released accordingly;

- (g) except as expressly set out in this Agreement, no adjustment shall be allowed to the Purchaser for any changes in condition, quality or quantity of the Purchased Assets to and including the Closing Date. Except as specifically contemplated and provided for in this Agreement, the Purchaser acknowledges that the Vendor is not required to inspect, or provide any inspection, of the Purchased Assets or any parts thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets. Nothing contained herein shall require the Vendor, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets.
- (h) any and all information relating to the Purchased Assets (including any Project Documents or any information memorandum given by the Vendor, either Company, or any other person to the Purchaser) was delivered to the Purchaser solely for the Purchaser's convenience and there is no representation or warranty of any kind whatsoever made by the Vendor nor either of the Companies or any other person with respect to the accuracy or completeness of any such information. Without limiting the foregoing, it is agreed that the Vendor does not represent or warrant the accuracy and/or inaccuracy and/or the completeness or incompleteness of any such information and shall not have any liability to the Purchaser as a result of any errors or omissions in such information or any use that may be made of the information by the Purchaser. The Purchaser acknowledges and agrees that the Purchaser is solely responsible for the verification of any Project Documents or other information provided hereunder.
- (i) there is no representation whatsoever as to the presence or absence of hazardous substances on any of the Purchased Real Property including urea formaldehyde foam insulation and any "contaminant" within the meaning of the *Environmental Protection Act* (Ontario). There is no representation or warranty, statement or promise concerning:
 - (i) the presence or absence of contaminants on, in or about the Purchased Assets;
 - (ii) the discharge of contaminants from, on, or in relation to the Purchased Assets;
 - (iii) the existence, state, nature, identity, extent or effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act* (Ontario) in relation to the Purchased Assets;
 - (iv) the existence, state, nature, kind, identity, extent or effect of any liability on the Purchaser to fulfill any obligations with respect to the environmental condition or quality of the Purchased Assets.

The Purchaser acknowledges and agrees that it accepts each of the Purchased Assets subject to its environmental condition and any contamination, and acknowledges that the Vendor shall have no obligation whatsoever to remediate or otherwise bring the Purchased Assets into compliance with Applicable Law and that the Purchaser shall have no recourse against the Vendor for any such existing environmental condition or contamination;

- (j) the descriptions of any of the Purchased Assets contained in this Agreement and/or in the Schedules appended hereto are for the purposes of identification only and the Vendor is not liable for any error or omission in such Schedules, nor shall any such descriptions constitute or be deemed to be representations or warranties of the Vendor;
- (k) it shall be the Purchaser's sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not the Company or the Vendor) to carry out the terms of this Agreement.
- (l) the Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.
- (m) without limiting any of the foregoing or anything else contained herein, the Purchaser further acknowledges and agrees that the obligation of the Purchaser to complete the Transaction on the Closing Date is not subject to any condition relating to any of the foregoing matters nor any other condition except as expressly set out in Section 6.1 of this Agreement.
- (n) The Purchaser acknowledges and agrees that this Section 2.2 shall survive and not merge on Closing.

2.3 Purchase Price and Allocation

The purchase price for the Purchased Assets (not including all applicable taxes, for which the Purchaser shall also be liable in accordance with Section 2.6) shall be Dollars (\$ _____) (the "**Purchase Price**") and the Purchase Price shall be allocated among the Purchased Assets as follows:

Lands and Building	\$
•	\$
•	\$
All other Purchased Assets	\$

2.4 Payment of Purchase Price

The Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) the sum of CDN \$ _____, which is equal to ten per cent (10%) of the Purchase Price, shall be paid by delivery of certified funds, bank

draft or wire transfer payable to the Vendor "in Trust," with the submission of this Agreement by the Purchaser to the Vendor and held by the Vendor, without interest, as a deposit (the "**Deposit**") which shall be dealt with in accordance with Section 2.5; and

- (b) the balance of the Purchase Price shall be delivered to the Vendor at Closing payable in cash, by delivery of a certified cheque or bank draft or by wire transfer.

2.5 Deposit

- (a) The Deposit shall be paid by the Purchaser and held in escrow by the Vendor in a non-interest bearing account, until the Closing Time, at which time the Deposit shall be applied on account of the Purchase Price or as otherwise provided for in this Agreement.
- (b) If this Agreement:
 - (i) is terminated or the Closing otherwise fails to occur for any reason other than a breach by the Purchaser of its obligations under this Agreement, then the Purchaser shall be entitled to the return of the Deposit without interest within three (3) Business Days, the Purchaser shall have no recourse against the Vendor and this Agreement shall become null and void;
 - (ii) is terminated or the Closing otherwise fails to occur as a result of the breach of the Purchaser of its obligations under this Agreement, then the Vendor shall be entitled to retain the Deposit as liquidated damages, and shall be entitled to pursue all of its other rights and remedies against the Purchaser.

2.6 Adjustments

- (a) The Vendor shall endeavour to prepare and deliver to the Purchaser at least two (2) Business Days prior to the Closing Date, the Statement of Adjustments with all adjustments made as of the Closing Date. The Statement of Adjustments shall have annexed to it complete details of the calculations used by the Vendor to arrive at all of the debits and credits thereon. Except as aforesaid, no adjustments shall be allowed to the Purchaser for changes in the Purchased Assets from the time of acceptance of this Agreement up to and including the Closing Date. If the final cost or amount of any item that is to be adjusted cannot be determined at Closing, then the adjustment for such item shall be made at Closing on the basis of the cost or amount as estimated by the Vendor, acting reasonably, as of the Closing Date on the basis of the best evidence available at Closing as to what the final adjustment should be. The estimated adjustments as determined in accordance with this Agreement shall, for all purposes, be a final adjustment or final adjustments and the Vendor shall be under no obligation to re-adjust any item on the Statement of Adjustments after Closing. The Closing Date shall be for the Purchaser's account both as to revenue and as to expenses.
- (b) The Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes and utilities and agrees that the Vendor, at its option, shall be entitled to make adjustment on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears. The Purchaser further covenants and agrees to

deliver an irrevocable direction to the applicable Governmental Authority authorizing it to pay to the Vendor any realty tax rebate (together with interest thereon) obtained by the Vendor for the period prior to Closing, provided that in the event the Governmental Authority does not deliver such rebate directly to the Vendor, the Purchaser hereby irrevocably undertakes to deliver same to the Vendor upon either receipt or readjustment of same. This Section 2.6(b) shall survive Closing.

2.7 Taxes

The Purchaser shall be liable for and shall pay, in addition to the Purchase Price, all federal and provincial sales taxes, land transfer taxes and any other taxes or duties payable in connection with the conveyance and transfer of the right, title and interest, if any, of the Vendor in and to the Purchased Assets (collectively, the "**Taxes**") to the Purchaser and the Purchaser undertakes and agrees to pay all such Taxes on Closing, subject to the Purchaser's right to deliver the HST Certificate and Indemnity, and provided that the Vendor and the Purchaser agree that the appropriate elections with respect to the payment of Taxes shall be made. The Purchaser shall indemnify and agrees to hold and save the Vendor harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Vendor as a result of the failure of the Purchaser to pay any of the Taxes exigible in connection with the Transaction.

2.8 Assumption of Liabilities

At the Time of Closing, the Purchaser will assume and thereafter fulfil, perform and discharge when due the following Liabilities of the Company outstanding as at the Closing Date (collectively, the "**Assumed Liabilities**");

- (a) all Liabilities arising from or in connection with the Assumed Contracts arising on and after the Closing Date;
- (b) all Liabilities with respect to the Permitted Encumbrances, any Warranties, any Authorizations and any limitations and restrictions on the use or application of any of the Purchased Assets, except only to the extent that any such liabilities and obligations are expunged and discharged by the Approval and Vesting Order;
- (c) all Liabilities arising from or in connection with any Taxes for which the Purchaser is responsible pursuant to Section 2.7;
- (d) all Liabilities and obligations arising from or in connection with (i) Section 5.1; (ii) relating to the Purchaser's employment of, or termination of employment (whether or not arising under or in respect of any Purchaser Employee Plan) of any Assumed Employees, to the extent arising on or after the Closing Date; (iii) relating to the acceptance of the Purchaser's offer of employment or notice of continued employment to any Employee pursuant to the terms of Section 5.1; (iv) the failure of the Purchaser to satisfy its obligations under Section 5.1 with respect to any Employee; and (v) under any Purchaser Employee Plan; (collectively, the "**Assumed Employees Liabilities**"), but for further clarity the Purchaser shall not be liable for any Liabilities and obligations arising (whether before or after the Closing Date) from Employees who are offered employment by the Purchaser and who decline such offer.

2.9 Capacity of the Vendor

The Vendor is entering into this Agreement solely in its capacity as the Receiver of the Assets pursuant to the Appointment Order, and not in its personal or any other capacity, and the Vendor and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement or otherwise in connection with this Agreement or the Transaction. Any claim against the Vendor shall be limited to and only enforceable against the Assets then held by or available to it in its said capacity as Vendor of the Assets and shall not apply to its personal property and asset held by it in any other capacity. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Real Property.

ARTICLE 3 CLOSING

3.1 Time and Place of Closing

The Closing shall take place at the Closing Time at the offices of the Vendor's Solicitors, 1101-130 Dufferin Avenue, London, Ontario, or at such other place as may be agreed upon by the Vendor and the Purchaser, subject to Section 7.9 hereof.

3.2 Vendor's Closing Deliveries

On or before the Closing Date, the Vendor shall execute (where applicable) and deliver to the Purchaser or the Purchaser's Solicitors the following:

- (a) the Receiver's Certificate in the form appended as Schedule "A" to the Approval and Vesting Order;
- (b) the Approval and Vesting Order;
- (c) an Application to register the Approval and Vesting Order and Receiver's Certificate on the Lands;
- (d) a bill of sale to convey, assign and transfer the Chattels (if any), Plans, Reports and Specifications and rights to assume any tax appeals;
- (e) the Assignment of Contracts and Warranties, if applicable;
- (f) the certificate with respect to the Vendor's representations and warranties referred to in Section 4.1;
- (g) a certificate of an officer of the Vendor confirming that neither the Vendor is not a "non-resident" of Canada within the meaning of *Income Tax Act* (Canada);
- (h) the Statement of Adjustments, which the Vendor shall deliver to the Purchaser at least two (2) Business Days prior to the Closing Date with all back-up calculations;
- (i) all master keys (and duplicate keys, if any), together with all combinations as may be applicable, for all locks in the Building which are in the Vendor's possession or in the possession of its property manager, if any;
- (j) a direction directing payment of the balance of the Purchase Price; and

(k) any other documents required by this Agreement.

3.3 Purchaser's Closing Deliveries

On the Closing Date, the Purchaser shall execute (where applicable) and deliver to the Vendor or the Vendor's Solicitors the following:

- (a) payment of the balance of the Purchase Price in accordance with Article 2;
- (b) the Assignment of Contracts and Warranties, if applicable;
- (c) if applicable, a direction to Vendor with respect to the transfer of title to any of the Purchased Assets;
- (d) the certificate with respect to the Purchaser's representations and warranties referred to in Section 4.2;
- (e) the HST certificate and indemnity referred to in Section 3.4;
- (f) an acknowledgement of the Purchaser with respect to the matters set out in Section 2.2; and
- (g) any other documents required by this Agreement.

3.4 HST

With respect to harmonized sales tax ("**HST**") payable by the Purchaser pursuant to the Excise Tax Act (Canada) (the "**Act**"), the parties covenant and agree that, if on Closing, the Purchaser shall be a registrant for purposes of the Act, then, to the extent provided under the Act:

- (a) the Vendor shall not collect HST from the Purchaser in respect of the Transaction and the Purchaser shall file returns and remit such HST to the applicable Authorities, when and to the extent required by the Act;
- (b) the Purchaser shall indemnify the Vendor and hold the Vendor harmless from any liability under the Act arising because of breach of the obligations of the Purchaser set out in this Section 3.4 or arising under the Act, together with all losses, costs and expenses resulting from such breach; and
- (c) the Purchaser shall provide a certificate and indemnity in the form set out in Schedule G on Closing confirming its HST registration number under the Act,

failing which, the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to the Transaction and the Vendor shall remit such HST to the applicable Authorities in accordance with the Act. The obligations of the Purchaser and the Vendor under this Section 3.4 shall not merge on, and shall survive, Closing.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) The Vendor has been appointed Receiver of the Company pursuant to the Appointment Order.
- (b) The Vendor has done no act to dispose of or encumber any of the Purchased Assets.
- (c) The Vendor is not a non-resident person of Canada within the meaning of the *Income Tax Act (Canada)*.
- (d) The Vendor: (i) has duly executed this Agreement and (ii) has, or will have after obtaining the Approval Order and the Vesting Order, all necessary power, authority and capacity to enter into this Agreement and the Closing Documents to which it is a party and to carry out its obligations under this Agreement and the Closing Documents to which it is or will be party to in connection with the Transaction and to perform its obligations hereunder and thereunder.
- (e) There are no outstanding options, agreements of purchase and sale or other agreements or commitments obligating the Vendor to sell any of the Purchased Assets other than this Agreement;
- (f) This Agreement has been, and each Closing Document to which the Vendor is a party will on Closing be, duly executed and delivered by the Vendor, and this Agreement constitutes, and each Closing Document to which the Vendor is a party will, on Closing, constitute, a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement:

- (a) The Purchaser is a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation. No proceedings have been taken or authorized by the Purchaser or, to the best of the Purchaser's knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.
- (b) The Purchaser has all necessary power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and the Closing Documents to which it is a party. The Purchaser has taken all corporate action necessary to authorize the execution and delivery of, and the observance and performance of, its covenants and obligations under this Agreement and the Closing Documents to which it is or shall be a party.

- (c) This Agreement has been, and each Closing Document to which the Purchaser is a party will on Closing be, duly executed and delivered by the Purchaser, and this Agreement constitutes, and each Closing Document to which the Purchaser is a party will, on Closing, constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.
- (d) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).
- (e) The Purchaser is an HST registrant under the Excise Tax Act (Canada).
- (f) Neither the execution and delivery of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under the constating documents or by-laws of the Purchaser or any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound

4.3 Interpretation

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to, or inference from, any other statement made in a representation and warranty of such Party.

4.4 Commission

Each Party represents and warrants to each other Party that no other Party will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby because of any action taken by, or agreement or understanding reached by, that Party.

4.5 Survival Provisions

All representations, warranties, statements, covenants and agreements made by the Purchaser in this Agreement or any Closing Document shall survive the Closing indefinitely.

ARTICLE 5 EMPLOYEES

5.1 Employee Matters

- (a) The Vendor has made available to the Purchaser a schedule of all Employees (without reference to names), together with, their positions and material terms of employment including wages/salary, incentive compensation, service date, benefits and vacation entitlement and accrual. The Vendor will inform the Purchaser on a periodic basis, or as requested, of any changes to the Employees (other than Excluded Employees).
- (b) No later than two Business Days prior to the Closing Date, conditional on Closing and with effect as of the Closing, the Purchaser may, in a form agreed by the Vendor and in compliance with Applicable Law, offer continuing employment to one or more Employees on terms and conditions, including compensation,

benefits, hours of work and duties, that are substantially similar and no less favourable in the aggregate to those such Employees currently enjoy, save and except for recognition of such Employees' prior service with the Company, except as may be required by the Employment Standards Act, 2000 (Ontario). The Employees to whom the Purchaser does not elect to offer continuing employment or who do not accept the Purchaser's offer of employment shall hereinafter be collectively referred to as the "**Excluded Employees**". The Employees who accept the Purchaser's offer of employment, shall hereinafter be collectively referred to as the "**Assumed Employees**".

- (c) The Assumed Employees' employment with the Purchaser after the Closing Date, shall not include a probationary period and shall not be conditioned upon such Assumed Employees satisfactorily completing a background investigation, drug test or other employment screening processes. The Purchaser shall notify the Vendor of the acceptance and rejections of offers of employment that have been received from each of the Employees upon request of the Vendor.
- (d) The Purchaser shall recognize service of the Assumed Employees with the Company. The Vendor shall cooperate with the Purchaser in giving notice to the Employees of the Company concerning such matters referred to in this Section 5.1 as are reasonable under the circumstances.
- (e) The Purchaser shall assume and be responsible for all liabilities and obligations with respect to the Assumed Employees accrued from the Closing Date, including, but not limited to, any required notice of termination, termination or severance pay (required under Applicable Law or under any Contract), employment insurance, workplace safety and insurance/workers' compensation, Canada Pension Plan, salary or wages, vacation pay, overtime pay, payroll or employer health Taxes, commissions or vacation entitlements and accruals.
- (f) In addition to the other obligations assumed pursuant to this Section 5., the Purchaser shall be responsible for any and all Claims incurred by or to the Assumed Employees (and their respective eligible spouses, beneficiaries and dependents) on and after the Closing Date. For these purposes, "Incurred" means, in relation to Claims under Debtor Employee Plans or Purchaser Employee Plans, the date on which the event giving rise to such claim occurred and, in particular: (i) with respect to a death or dismemberment claim, shall be the date of the death or dismemberment; (ii) with respect to a short-term or long-term disability Claim, shall be the date that the period of short-term or long-term disability commenced; (iii) with respect to an extended health care claim, including, without limitation, dental and medical treatments, shall be the date of the treatment; and (iv) with respect to a prescription drug or vision care claim, the date that the prescription was filled.
- (g) After the date hereof, the Vendor and the Purchaser shall cooperate promptly and in good faith in preparing the transition of the Assumed Employees to coverage under the Purchaser Employee Plans effective as of the Closing Date. On and after the Closing Date, the Purchaser shall be responsible for and make all required contributions and payments in relation to the Assumed Employees that are transitioned to coverage under the Purchaser Employee Plans. If, at the Closing Date, the transition of any Assumed Employees to coverage under any Purchaser Employee Plan has not been completed, the Purchaser shall be responsible for all liabilities and obligations under any Employee Plan in respect of any such

Assumed Employees until the Assumed Employees have been transitioned to coverage under the applicable Purchaser Employee Plan.

- (h) For purposes of the Purchaser Employee Plans in which any Assumed Employees participate, the Purchaser shall recognize the service date of each such Employee, to the same extent that service credit would be given under the analogous Employee Plan, for purposes of eligibility and vesting, and with respect to any severance or vacation plan, the determination of levels of benefits, but not for purposes of benefit accrual. With respect to each Assumed Employee (and their eligible dependents, as applicable), the Purchaser shall use commercially-reasonable efforts to cause such Purchaser Employee Plans to (i) waive any eligibility periods, evidence of insurability or pre-existing condition limitations and (ii) honor any deductibles, co-payments, co-insurance or out-of-pocket expenses paid or incurred by such Employees, including with respect to their dependents, under comparable Plans.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions of Closing

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions precedent set out below in Section 6.1(a) through Section 6.1(e) inclusive, has been satisfied in full at or before the Closing Time.

(a) **Accuracy of Representations and Performance of Covenants**

At the Closing Time, all of the representations and warranties of each of the Purchaser and the Vendor made in or pursuant to this Agreement shall be true and correct as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the appeal of any Court Order referred to herein. At the Closing Time, each of the Purchaser and the Vendor shall have observed or performed in all respects all of the obligations, covenants and agreements which it must perform at or before the Closing Time. Each of the Purchaser and the Vendor shall have received immediately prior to the Closing Time a certificate from the other certifying, to the best of its knowledge, information and belief (after due enquiry) that the conditions in this Section 6.1 to be satisfied by it have been satisfied.

(b) **Consents, Authorizations and Registrations**

All consents, approvals, Orders and authorizations of any Person or Governmental Authority (or registrations, declarations, filings or recordings with any of them), required for the Closing (other than routine post-closing notifications or filings), shall have been obtained or made on or before the Closing Time.

(c) **Litigation**

No Order shall have been entered that prohibits or restricts the Closing. Neither of the Parties, nor any of their respective directors, officers, employees, or agents, shall be a defendant or third party to or threatened with any litigation or proceedings, before any court or Governmental Authority which, in the opinion of

either the Purchaser or the Vendor, acting reasonably, could prevent or restrict that Party from performing any of its obligations in this Agreement or any Closing Document, including the appeal or any threatened appeal of the Approval and Vesting Order.

(d) **Receipt of Closing Documentation**

All documentation relating to the sale and purchase of the Purchased Assets and such other Closing Documents relating to the due authorization and completion of the sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser and the Vendor of their obligations under this Agreement shall be satisfactory to each of the Purchaser, the Vendor and their respective counsel, as applicable. Each of the Purchaser and the Vendor shall have received copies of the Closing Documents and all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to each of the Purchaser, the Vendor and their respective counsel.

(e) **Orders**

The Vendor shall have obtained the Approval and Vesting Order. The Vendor shall not have received notice of appeal in respect of the Vesting and Approval Order.

6.2 Waiver

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 6 which is for its benefit. No waiver by a Party or any condition, in whole or in part, shall operate as a waiver of any other condition.

6.3 Failure to Satisfy Conditions

If any condition set forth in Section 6.1 is not satisfied at the Closing Time, or if it becomes apparent that any such condition can not be satisfied at the Closing Time, the Party entitled to the benefit of such condition (the "**First Party**") may terminate this Agreement by notice in writing to the other Party and in such event, unless the other Party can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the First Party or have not been satisfied by reason of a default by the First Party hereunder, the Parties shall be released from all obligations hereunder.

6.4 Treatment of Project Documents

If, for any reason, the Transaction is not completed, the Purchaser shall, forthwith upon request, return to the Vendor or destroy all of the Project Documents and any other files and information made available to the Purchaser, other than electronic files which the Purchaser agrees to keep confidential.

ARTICLE 7 GENERAL

7.1 Non-Disclosure of Transaction

In accordance with the Confidentiality Agreement, the Purchaser agrees that (without the express written consent of the Vendor) it will not, and will cause its officers, directors, employees, representatives and advisors not to, disclose or permit to be disclosed to any Person, any information relating to the Purchase Price or any of the other terms of this Agreement, other than to the equity holders of the Purchaser and Persons solicited by the Purchaser to provide financing in connection with the Transaction (and the Purchaser shall ensure, for the benefit of the Vendor, that such parties shall treat all such information in the strictest confidence and the Purchaser shall indemnify the Vendor in that regard).

7.2 Risk of Loss

Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor, and shall thereafter be at the Purchaser's risk. Pending Closing, the Vendor will hold all insurance policies and any proceeds derived therefrom and related to the Purchased Assets in trust for the parties as their respective interests may appear and, in the event of loss or damage to the Purchased Real Property occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise howsoever, the amount of such insurance proceeds paid or payable to the Vendor with respect thereto shall be applied in reduction of the Purchase Price and the transfer of the Purchased Real Property to the Purchaser shall proceed in the manner described herein and without any reduction or adjustment to the Purchase Price or any other change in terms of this Agreement.

7.3 Records

The Purchaser agrees to maintain the Records for a period of at least seven (7) years following the Closing and shall provide access to the Vendor to such records, as the Vendor may reasonably require to complete its administration of the receivership of the Company.

7.4 Expenses

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing any aspect of the Transaction contemplated by this Agreement, whether or not the Closing occurs, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

7.5 Time

Time is of the essence of each provision of this Agreement.

7.6 Planning Act

This Agreement is subject to compliance with the subdivision control provision of the *Planning Act* (Ontario), and this Agreement shall be effective to create an interest in the Purchased Real Property only if such provisions are complied with on or prior to the Closing Date.

7.7 Solicitors as Agents

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor, and any tender of Closing Documents and the balance of the Purchase Price due on Closing may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

7.8 Electronic Registration

The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement substantially in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any successor version thereto, as the same may be amended by the agreement of both the Vendor's Solicitors and the Purchaser's Solicitors (the "**DRA**"), together with the requirement that the registering solicitor shall be obliged to provide the non-registering solicitor with evidence of the completion of registrations of electronic documents in the electronic registration system (the "**System**") upon the registration of the electronic documents promptly upon completion thereof. It is understood and agreed that the DRA shall outline or establish the procedures and timing for completing the Transaction, and shall be executed by both the Vendor's Solicitors and the Purchaser's Solicitors and exchanged between such solicitors (such that each solicitor has a copy of the DRA duly executed by both solicitors) by no later than one Business Day before the Closing Date. The delivery and exchange of the Closing Documents and funds, and the release thereof to the Vendor and the Purchaser, as the case may be, shall be governed by the DRA, pursuant to which the solicitor receiving any Closing Documents and/or funds will be required to hold them in escrow and will not be entitled to release them except in strict accordance with the provisions of the DRA.

7.9 Tender of Documents

Any tender of documents and money pursuant to this Agreement may be made on the Vendor or on the Purchaser or their respective solicitors, and money may be tendered by wire transfer. Notwithstanding the foregoing sentence, as the System is operative and mandatory for the Purchased Assets, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (the "**Tendering Party**") upon the other party (the "**Other Party**") when the Tendering Party's solicitor has: (i) delivered electronically executed copies of all Closing Documents, keys, if any, and funds, if any, to the Other Party's solicitor in accordance with the provisions of this Agreement and the DRA; (ii) advised the Other Party's solicitor, in writing, that the Tendering Party is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and (iii) completed all steps required by the System in order to complete the Transaction that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Other Party's solicitor, including electronically signing the Transfer for completeness but not for release until all deliveries required hereunder have been delivered in accordance with the terms hereof) all without the necessity of personally attending upon the Other Party or the Other Party's solicitor with the aforementioned documents and without any requirement to have an independent witness evidence the foregoing.

7.10 Notices

Any notice, demand or other communication (in this Section, a “notice”) required or permitted to be given or made hereunder shall be given in writing and addressed as follows:

(a) In the case of a notice to the Vendor, addressed to it at:

BDO Canada Limited, in its capacity as the Court appointed Receiver of all of the property and assets of 2673422 Ontario Inc.
51 Breithaupt Street, Suite 300
Kitchener, ON N2H 5G5

Attention: Robyn Duwyn
Email: rduwyn@bdo.ca
Tel.: (519) 578-6910
Fax: (519) 439-4351

and with a further copy to the Vendor’s Solicitors at:

Harrison Pensa LLP
Barristers & Solicitors
Suite 1101
130 Dufferin Avenue
London, ON N6A 5R2

Attention: Tim Hogan
Tel.: (519) 661-6743
Email: thogan@harrisonpensa.com

(b) In the case of the Purchaser:

_____.

Attention: _____.
Tel.: _____.
Email: _____.

and with a further copy to the Purchaser’s Solicitors at:

_____.

Attention: _____.
Tel.: _____.
Email: _____.

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by email

with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

7.11 Public Announcements / Confidentiality of Agreement

Before the Closing Date, no Party shall make any public statement or issue any press release concerning the transactions contemplated by this Agreement except as may be necessary, in the opinion of counsel to the Party making such disclosure, to comply with the requirements of all Applicable Law or in connection with the obtaining of Orders necessary for the performance of this Agreement. If any such public statement or release is so required, the Party making such disclosure shall consult with the other Parties prior to making such statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such statement or release which is satisfactory to all Parties. This Section 7.11 shall not apply to the report to be made by the Vendor to the Court in connection with seeking the Approval and Vesting Order. The Parties expressly acknowledge and agree that the Vendor shall seek a Sealing Order from the Court with respect to this Agreement and the Purchase Price such that certain of the terms of this Agreement shall not become public until after Closing has been fully contemplated.

7.12 Assignment

- (a) The Purchaser may not assign any or all rights or benefits under this Agreement to any Person without the Vendor's written consent;
- (b) Except as provided in Section 7.12(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

7.13 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and each Closing Document.

7.14 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

7.15 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

7.16 Irrevocable Offer

This Agreement shall constitute an irrevocable offer to purchase by the Purchaser which will be open for acceptance by the Vendor until 5:00 p.m. (Eastern Time) on the _____ day of _____, 2024. If this Agreement has not been fully accepted in accordance with its terms by 5:00 p.m. (Eastern Time) on the _____ day of _____, 2024, such offer shall be null and void and the Purchaser shall have no obligation to the Vendor and vice versa.

IN WITNESS WHEREOF this Agreement has been executed by the Purchaser on the _____ day of _____, 2024

[COMPANY NAME]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

IN WITNESS WHEREOF this Agreement has been executed by BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of 2673422 ONTARIO INC. and not in any other capacity and with no personal or corporate liability on the _____ day of _____, 2024.

BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of 2673422 ONTARIO INC. and not in any other capacity and with no personal or corporate liability

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

SCHEDULE A

FORM OF APPROVAL AND VESTING ORDER

Court File No. CV-24-00086270-0000

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

THE HONOURABLE) , THE
JUSTICE) DAY OF , 2024

MOTOR CITY COMMUNITY CREDIT UNION LIMITED Applicant

- and -

2673422 ONTARIO INC. Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, solely in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of 2673422 Ontario Inc, (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase agreement (the "Sale Agreement") between the Receiver and [NAME] (the "Purchaser") dated [DATE] and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets") and referenced in Schedule "B" hereto, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

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

- 1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is

hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Sheard dated August 13, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of {INSERT DETAILS} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and

remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtors' past and current employees, including personal information of those Assumed Employees, if any, as defined in the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
7. THIS COURT ORDERS that, notwithstanding:
 - a. the pendency of these proceedings;
 - b. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
 - c. any assignment in bankruptcy made in respect of the Debtors;
8. THIS COURT ORDERS that the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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.

10. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

Justice, Ontario Superior Court of Justice - Commercial List

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00086270-0000

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

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

Applicant

- and -

2673422 ONTARIO INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Sheard of the Ontario Superior Court of Justice (the "Court") dated August 13, 2024, BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertaking, property, and assets of 2673422 Ontario Inc. ("Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE] (the "Sale Agreement") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of 2673422 Ontario Inc. and [NAME] (the "Purchaser"), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid, and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO CANADA LIMITED, solely in its capacity as Receiver of the undertaking, property and assets of 2673422 Ontario Inc. and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE B
PERMITTED ENCUMBRANCES

Specific:

1. •;
2. •;

General:

1. Any undetermined or inchoate liens and charges incidental to the Purchased Assets.
2. The reservations, limitations, provisos, conditions, restrictions, and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;
3. The provisions of governing municipal by-laws;
4. Municipal taxes, liens, charges, including hydro and water charges, rates and assessments accruing from day to day and not yet due and payable;
5. Any defects or minor encroachments which might be revealed by an up-to-date survey of the Lands;
6. Any right of expropriation conferred upon, reserved to, or vesting in His Majesty the King in Right of Canada and Ontario;
7. Any registered restrictions or covenants that run with the Lands provided that same have been complied with in all material respects;
8. Any easements, rights of way or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Purchased Assets;
9. Any agreements with municipal, utilities or public authorities provided that same have been complied with in all material respects;

SCHEDULE C

LEGAL DESCRIPTION OF PURCHASED REAL PROPERTY

SCHEDULE D

FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND WARRANTIES

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND WARRANTIES

THIS ASSIGNMENT made as of this ● day of ●, 2024 (the "Effective Date").

BETWEEN:

BDO CANADA LIMITED., solely in its capacity as court-appointed Receiver of all of the property and assets of 2673422 ONTARIO INC. and not in any other capacity and with no personal or corporate liability (the "Assignor")

- and -

●

(the "Assignee")

WHEREAS:

A. Pursuant to a purchase and sale agreement made as of the ● day of ●, 2024 (the "**Purchase Agreement**"), the Assignor, as vendor, agreed to sell and the Assignee, as purchaser, agreed to purchase, *inter alia*, the lands and premises legally described in Schedule "A" hereto (collectively, the "**Property**") on the terms and subject to the conditions set out therein.

B. The Purchase Agreement provides for the execution and delivery of this assignment of the Contracts described in Schedule "B" hereto.

NOW THEREFORE in consideration of the sum of \$10.00, the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, and other good and valuable consideration now paid by each party to the others, the receipt and sufficiency of which consideration is hereby acknowledged, the parties covenant and agree as follows:

1. Definitions

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment of Contracts

Effective as of the Effective Date, the Assignor hereby absolutely and unconditionally assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Contracts and Warranties, and all rights, benefits and advantages accruing to the Assignor thereunder or arising therefrom, to have and to hold the same absolutely.

3. Assumption by Purchaser

The Assignee hereby accepts the assignment and transfer contained in Section 2 hereof, and hereby agrees with the Assignor that from and after the Effective Date, it will assume, observe, perform, fulfill and be bound by each and every covenant, proviso, obligation, term and condition of the Assignor that is contained in the Contracts and Warranties, save and except with respect to matters pertaining to any period prior to the Effective Date.

4. Indemnity

The Purchaser shall indemnify and save the Vendor harmless with respect to any claims arising pursuant to or in connection with the Contracts and Warranties from and after the Effective Date.

5. Notices

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Assignment shall be given in accordance with the notice provisions in the Purchase Agreement.

6. Further Assurances

Each of the parties hereto shall, at the expense of the requesting party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Assignment and all transactions contemplated by this Assignment to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

7. Successors and Assigns

The provisions of this Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Counterparts

This Assignment may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.

9. Facsimile Signatures

This Assignment may be executed and delivered by facsimile or electronic transmission and the parties hereto may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures.

10. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[Remainder of page intentionally left blank]

DATED as of the Effective Date.

[COMPANY NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation

BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of 2673422 ONTARIO INC. and not in any other capacity and with no personal or corporate liability

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation

SCHEDULE E
ASSUMED CONTRACTS

SCHEDULE F

HST CERTIFICATE AND INDEMNITY

HST CERTIFICATE, UNDERTAKING AND INDEMNITY

TO: BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of 2673422 ONTARIO INC. and not in any other capacity and with no personal or corporate liability (the "**Vendor**")

FROM: ● (the "**Purchaser**")

RE: Agreement of Purchase and Sale made as of the ● day of ●, 2024 (the "**Purchase Agreement**"), made between the Vendor and the Purchaser, with respect to the property legally described in Schedule "A" attached hereto (the "**Property**")

IN CONSIDERATION of the closing of the above transaction and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies and agrees that:

- (i) it is purchasing the Property as principal for its own account and not as an agent, trustee or otherwise on behalf of or for another person or third party;
- (ii) it is registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) (the "**Act**") for the collection and remittance of goods and services tax ("**HST**") and its HST registration number is ● and such registration is in good standing and has not been revoked;
- (iii) it shall be liable for, self-assess and remit to the appropriate governmental authority all HST which is payable under the Act in connection with the transfer of the Property all in accordance with the Act; and
- (iv) it shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs (including solicitor and client costs) and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the provisions of this HST Certificate, Undertaking and Indemnity.

The undersigned acknowledges and agrees that the foregoing shall survive and not merge upon closing of the above-noted transaction.

This HST Certificate, Undertaking and Indemnity may be executed and delivered by electronic transmission or .PDF instead of delivering a signed original and the parties hereto may rely upon such electronic signatures, or .PDF as though it was an original signature.

[Remainder of page intentionally left blank; signature page follows]

DATED this ● day of ●, 2024.

●

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.

SCHEDULE G
EQUIPMENT LEASES

SCHEDULE H
FIXED ASSETS

SCHEDULE I
INTELLECTUAL PROPERTY

MOTOR CITY COMMUNITY CREDIT UNION LIMITED

and

2673422 ONTARIO INC.

Applicant

Respondent

Court File No. CV-24-00086270-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON, ONTARIO

MOTION RECORD

HARRISON PENZA LLP

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Timothy C. Hogan (LSO #36553S)

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Solicitors for the Receiver,
BDO Canada LLP