

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

-and-

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*, s 101;  
*Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**MOTION RECORD OF THE COURT-APPOINTED RECEIVER,  
BDO CANADA LIMITED**

May 5, 2025

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**(as at May 5, 2025)**

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

-and-

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*, s 101;  
*Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**NOTICE OF MOTION**

BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver (the "**Receiver**") of Cacoeli Terra Vaughan Ltd. (the "**Debtor**") will make a motion to a Judge presiding over the Ontario Superior Court of Justice on May 14, 2025, at 10:00 am., or as soon after that time as the motion can be heard

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

- in writing under subrule 37.12.1(1)
- in writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location: Zoom Details to be loaded to Caselines prior to the Motion date.

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:

- (a) if necessary, the abridgement of the time for service of the Notice of Motion and Motion Record herein and dispensing of service thereof;
- (b) the approval of the sale transaction (the "**Transaction**") contemplated by an accepted offer between the Receiver and 1001200007 Ontario Inc. (the "**Purchaser**") made as of April 7, 2025 (the "**Sale Agreement**"), in respect of the sale of the property municipally known as 10811 & 10819 Jane Street East, Vaughan, Ontario (the "**Property**"); and
- (c) vesting in the Purchaser, the Debtor's right, title and interest in and to the Property.

2. An Order, substantially in the form attached hereto as Tab 4 of the Motion Record, for the following relief:

- (a) the approval of the Receiver's activities described in the First Report of the Receiver dated May 5, 2025 (the "**First Receiver's Report**");
- (b) an Order sealing the Confidential Supplemental Report of the Receiver dated May 5, 2025 (the "**Confidential Report**");
- (c) the approval of the Receiver's fees and disbursements and those of its counsel as set forth in the First Receiver's Report;
- (d) the approval of the proposed distributions as set out in paragraphs 52-60 of the First Receiver's Report (the "**Proposed Distributions**"); and
- (e) such further and other relief as required in the circumstances and this Honorable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. Pursuant to the terms of the Order of Justice Fraser dated May 1, 2024 (the "**Receivership**

**Order**"), BDO was appointed as Receiver over the Debtor pursuant to section 243 of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**").

2. Pursuant to the Receivership Order, the Receiver was authorized and directed to market and sell the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver determined to be appropriate.

### **The Approval of the Transaction**

3. As a result of a robust sales process, the Receiver received an offer to purchase the Property from the Purchaser at arm's length, which the Receiver has accepted subject to the approval of this Honorable Court.
4. The Receiver recommends the approval of the Sale Agreement for, *inter alia*, the following reasons:
  - (a) the Property has been fully exposed to the market;
  - (b) it is the Receiver's view that the purchase price under the Sale Agreement is commercially reasonable and represents the maximum possible price in these circumstances; and
  - (c) the first mortgagee on the Property, Vancity Community Investment Bank ("**VCIB**") supports the Transaction.
5. For the additional reasons set out in the First Receiver's Report, the Receiver recommends that the acceptance of the Sale Agreement be approved as it represents the best recovery possible in the circumstances.

### **Sealing of the Confidential Report**

6. The Receiver is requesting that the Court seal the Confidential Report pending the completion of the Transaction or further order of this Honourable Court.
7. The Confidential Report should be sealed as its contents contain commercially sensitive financial information, which could have a negative impact on the market for the Property should the sale of the Property to the Purchaser not close.
8. The salutary effects of sealing the Confidential Report outweighs any deleterious effects.

### **The Proposed Distributions**

9. The Receiver's independent counsel has provided to the Receiver a security opinion regarding the security of VCIB, the sole mortgagee with registered security against the Property.
10. The Receiver's independent counsel has also provided to the Receiver a security opinion regarding the potential priority of the construction lien registered as Instrument No. YR3618681 on November 16, 2023, by Terra Bona Developments Ltd. (the "**Terra Lien**").
11. The Receiver's counsel is of the view that, subject to certain standard assumptions and qualifications, the VCIB mortgage is valid and enforceable in accordance with its terms and is in first priority. The Receiver's counsel is of the view that the maximum priority of the Terra Lien over the VCIB mortgage is limited to the deficiency in the holdbacks required to be retained by the Debtor under Part IV of the *Construction Act*, R.S.O. 1990, c. C.30 (the "**Holdback Deficiencies**").

12. The Receiver calculates that the maximum amount of the potential Holdback Deficiencies based on the Terra Lien of \$1,779,961 to be a maximum of \$200,000. As at the date of this Notice of Motion, counsel for Terra Bona have not provided their position regarding the priority and maximum quantum of the Holdback Deficiencies. The Receiver therefore intends to holdback \$200,000 from any proposed distribution of funds from the sale of the Property.
13. The Receiver has also been put on notice of a priority trust claim made by the Canada Revenue Agency (the “**CRA**”) in respect of HST arrears claimed to be owing by the Debtor, totalling \$58,928.57 (the “**HST Claim**”). The Receiver has not yet conducted an analysis on the validity or the priority of the HST Claim. In the circumstances, the Receiver proposes to holdback \$59,000 in reserve from any proposed distribution of funds from the sale of the Property.
14. After payment of a sales commission, property tax arrears, and payment of the Receiver’s fees and expenses to date plus a reserve to cover future Receiver’s professional fees and expenses of \$200,000 to complete the administration of the receivership (collectively, the “**Priority Payments**”), there will be sufficient funds to make a significant distribution to VCIB towards the VCIB Mortgage while maintaining sufficient funds to cover payment of CRA’s HST Claim, and to potentially repay the Terra Bona to the extent of the maximum Holdback Deficiencies, if required.
15. Accordingly, the Receiver recommends that the Court authorize the Receiver to make the Proposed Distributions.

### **Approval of Activities and Fees**

16. In the First Receiver's Report, the Receiver has included a detailed description of its activities, its fees and disbursements, and the fees and disbursements of its lawyers, Robins Appleby LLP.
17. The Receivership Order provides that the Receiver and its legal counsel are entitled to be paid their reasonable fees and disbursements at their standard rates and charges, and are required to pass their accounts from time to time.
18. The Receiver's activities, statement of receipts and disbursements, including the fees and disbursements of its legal counsel, Robins Appleby LLP, as set out in the First Receiver's Report, are fair and reasonable and should be approved.

#### **Other Grounds**

19. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
20. Such further and other grounds as the lawyers may advise.

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

- (a) The First Receiver's Report;
- (b) The Confidential Report;
- (c) The Affidavit of Joey Jamil sworn May 5, 2025 (the "**Robins Appleby LLP Fee Affidavit**");
- (d) The Affidavit of Gary Cerrato sworn May 5, 2025 (the "**BDO Fee Affidavit**"); and
- (e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 5, 2025

**ROBINS APPLEBY LLP**  
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Lawyers for the Court-Appointed  
Receiver, BDO Canada Limited

**TO: THE SERVICE LIST**

**VANCITY COMMUNITY - and-  
INVESTMENT BANK**

**CACOELI TERRA VAUGHAN LTD.,  
ET AL.**

*Applicant*

*Respondents*

Court File No.: CV-24-00001113-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT

**NEWMARKET**

**NOTICE OF MOTION**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
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Lawyers for the Court-Appointed Receiver, BDO Canada  
Limited

# TAB 2

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

BETWEEN:

**VANCITY COMMUNITY INVESTEMENT BANK  
CORPORATION**

Applicant

- and -

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE TESTON LP,  
STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

**FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY  
AS COURT APPOINTED RECEIVER**

**May 5, 2025**

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Affidavit of Joey Jamil Sworn May 5, 2025 **N**

## INTRODUCTION AND PURPOSE OF THIS REPORT

### Introduction

1. By Order of the Honourable S.E. Fraser of the Ontario Superior Court of Justice (the “**Court**”) dated May 1, 2024 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver (in such capacity, the “**Receiver**”) over the all of the assets, undertakings and properties of Cacoeli Terra Vaughan Ltd. (“**Cacoeli**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor including the real property municipally described as 10811 & 10819 Jane Street East, Vaughan, ON (the “**Real Property**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**. The within proceeding is referred to herein as the “**Receivership Proceeding**”.

### Purpose of this Report

2. The purpose of this Receiver’s Report to Court dated May 5, 2025 (the “**First Report**”) is to provide information to the Court with respect to:
  - a) background information in respect of the Debtor and the Real Property;
  - b) the Receiver’s activities since its appointment, for which the Receiver seeks approval;
  - c) the sale process (“**Sale Process**”) conducted by the Receiver with respect to the Real Property;
  - d) the agreement of purchase sale dated April 7, 2025 (the “**1001 APS**”) entered into by 1001200007 Ontario Inc. (“**1001**” or the “**Purchaser**”) and the Receiver with respect to the Real Property, subject to the approval of this Court;
  - e) the Receiver’s motion for an Order(s) of this Court:
    - i. approving and authorizing the 1001 APS, and approving the transaction set out therein (the “**Transaction**”);
    - ii. vesting the Debtor’s right, title and interest, if any, in and to the Real Property free and clear of all encumbrances, except any permitted encumbrances, subject to the terms of the 1001 APS;
    - iii. sealing the Receiver’s Confidential Supplement to the First Report to Court dated May 5, 2025 (the “**Confidential Supplement**”) including the 1001 APS, real estate appraisals and other commercially sensitive information, which will be filed with the Court in support of this motion;

- iv. approving an interim distribution of the proceeds of sale from the Real Property to Vancity Community Investment Bank (“**VCIB**”) the first mortgagee as set out herein;
  - v. approving the activities of the Receiver, as described in this First Report; and
  - vi. approving the fees and disbursements of the Receiver and its legal counsel, Robins Appleby LLP (“**Robins Appleby**”) as set out in this First Report, and to authorize the Receiver to pay all approved and unpaid fees and disbursements.
3. This First Report, and other all court materials and orders issued and filed in these receivership proceedings are or will be made available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/cacoeliterravaughanltd> and will remain available on the website for a period of six (6) months following the Receiver’s discharge.

#### **DISCLAIMER**

4. This First Report is prepared solely for the use of the Court for the purpose of assisting it in making a determination whether to: (i) approve and authorize the 1001 APS and the Transaction; (ii) vest the Debtor’s right, title and interest, if any, in and to the Real Property free and clear of all encumbrances, except permitted encumbrances, to the Purchaser; (iii) approve a distribution of funds from the proceeds of sale from the Transaction to the first mortgagee; (iii) approve the actions and conduct of the Receiver and the accounts of the Receiver and its legal counsel as set out in this First Report; and (iv) approve other ancillary relief being sought.
5. Except as otherwise described in this First Report:
  - a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - b. the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
6. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

## BACKGROUND

7. The Debtor's principal asset consists of two adjacent parcels of land municipally described as 10811 & 10819 Jane Street East, Vaughan, ON. The combined parcels consist of 1.17 acres of land located on the east side of Jane Street, north of Teston Rd. The Real Property has 54 metres of frontage on Jane Street and there are two detached dwellings on the subject lands and an accessory storage building at the rear of 10819 Jane Street.
8. The Debtor is a corporation that is incorporated pursuant to the laws of Ontario. Its registered head office is 4936 Yonge Street, 249, Toronto, ON. The Debtor was incorporated on May 20, 2020. The Debtor's sole director is Jedidiah Liu ("**Liu**").
9. Cacoeli Jane Teston LP ("**Cacoeli LP**"), is a limited partnership registered in the Province of Ontario. Cacoeli LP's general partner is 2748983 Ontario Limited ("**274**"). 274 is an Ontario corporation incorporated on March 18, 2020. 274's directors are Liu, Mark Bui and Kasey Wong. 274's registered head office is 4936 Yonge Street, 249, Toronto, ON.
10. Street Block Partners Inc. ("**Street Block**") is a corporation incorporated under the laws of the Province of Ontario. Street Block was incorporated on January 17, 2028 and its owner and sole director is Majid Sarkar Tavakoli ("**Tavakoli**").
11. Cacoeli LP and Street Block (together the "**Co-Owners**") pursuant to an Ownership Sharing Agreement dated May 26, 2020 are the beneficial owners of the Real Property<sup>1</sup>. A copy of the Ownership Sharing Agreement is attached hereto as **Appendix "B"**. The Debtor is the bare trustee and Nominee and registered owner of the Real Property. Cacoeli holds the Real Property on behalf of the Co-Owners who intended on developing the lands and constructing a 12-storey residential apartment building on the property. The proposed development is referred to by Cacoeli as the "Jane Teston Project". A copy of the "Jane Teston Project" Organization Chart is included as **Appendix "C"**.
12. The Applicant, VCIB, is a Canadian financial services company with a registered head office in Vancouver, BC with offices in Toronto. Pursuant to a credit agreement dated July 14, 2021, VCIB granted certain credit facilities to the Debtor. The credit agreement included a variable rate, non-revolving loan in the amount of \$3,450,000 (the "**Loan**"). The credit agreement was amended on November 8, 2022 permitting for a 3-month extension at the end of the original 24-month "Term", among other changes. On July 27, 2023, the credit agreement, as amended, was renewed, on

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<sup>1</sup> Cacoeli LP has a 90% interest and Street Block has a 10% interest in the Real Property as tenants in common pursuant to the Ownership Sharing Agreement.

terms (the “**Renewal**”, and collectively with the credit agreement and amendment, hereinafter referred to as the “**Credit Agreement**”).

13. As part of the security for the Debtor’s obligations for the Loan under the Credit Agreement, the Debtor provided VCIB the following:

- i. a first mortgage on the Real Property (the “**VCIB Mortgage**”);
- ii. security over all of the Debtor’s present, future and after-acquired property, assets and undertakings in the form of a General Security Agreement dated July 27, 2021 (the “**GSA**”); and
- iii. an assignment of leases and rents and other related rights pursuant to a General Assignment of Leases and Rents dated July 27, 2021 (the “**Assignment of Rents**”, and collectively with the VCIB Mortgage and GSA, the “**Security**”).

14. As additional security, guarantees were provided to VCIB pursuant to the Credit Agreement as follows:

- i. corporate guarantees from Cacoeli LP, 274 and Street Block (the “**Corporate Guarantors**”); and
- ii. joint and several personal guarantees from Liu, Kasey Wong and Tavakoli (the “**Personal Guarantors**” and collectively with the Corporate Guarantors, the “**Guarantors**”).

15. As part of advancing the Loan, any indebtedness and liability of the Debtor to its shareholders, whether present or future, was postponed (made subordinate to) any monies received from VCIB.

16. Terra Bona Developments Ltd. (“**Terra Bona**”) was engaged by the Co-Owners pursuant to a Development Management Agreement dated May 29, 2020 (the “**Management Agreement**”) which was later amended on November 14, 2022 (the “**Amendment**” and collectively with the Management Agreement hereinafter referred to as the “**DMA**”) to provide development management services towards achieving the rezoning and site plan requirements for the project. A development management fee in the amount of \$1.6 million, plus HST, together with reimbursement of all development costs incurred to improve the project was to be paid to Terra Bona, in its capacity as “Manager”, pursuant to terms and conditions of the DMA<sup>2</sup>. The owner and sole director of Terra Bona is Tavakoli. A copy of the DMA is attached hereto as **Appendix “D”**.

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<sup>2</sup> The Manager’s compensation initially contemplated additional payment for a “Bonus Density” as set out in Article 8 of the Management Agreement, however, the “Bonus Density” was later removed in the Amendment.

17. The Receiver notes that the DMA provides that the Manager, in consideration of its performance of the Services and other good and valuable consideration irrevocably acknowledged by the Co-Owners, was granted both: (i) an equitable interest and charge against the Co-Owners' interest in the Real Property for payment of the outstanding Development Management Fee<sup>3</sup> plus interest of 15% per annum; and (ii) a security interest for the payment to the Manager of the Development Management Fee; and upon execution of the DMA a "Restriction" registration was to be made by the Co-Owners with the Land Titles Division of the Land Registry Office to the effect that no transfer shall be made or any charge or mortgage created in respect of all or any part of the Real Property without the consent of the Manager. It appears that the aforementioned "Restriction" was registered against the Real Property (on both parcels of land) as Registration Number YR3408440 on April 12, 2022.
18. Terra Bona registered constructions liens on November 16, 2023 in the amount of \$1,779,961 (the "**Construction Liens**") against both parcels of land comprising the Real Property for unpaid labour, services and other associated works in connection with improving the project pursuant to the DMA.
19. The Real Property was subject to an Ontario Land Tribunal (the "**Tribunal**") proceeding commenced under subsection 22(7) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended* (the "**Tribunal Proceeding**"). Pursuant to the Tribunal Proceeding a settlement was reached (the "**OLT Settlement**") which consisted of a reduction of the residential units from 203 to 174 through a reduction in height from a 12-storey to a 6-storey residential building with a Gross Floor Area ("**GFA**") of 14,749 square metres, reduced from 18,785 square metres. Additionally, there was a corresponding density reduction from 3.6 to 3.1 Floor Space Index. Along with other proposed revisions to facilitate the proposed development, the existing dwelling at 10819 Jane Street was proposed to be permanently relocated to 1081 Jane Street in accordance with a relocation strategy detailed in the Cultural Heritage Impact Assessment.
20. Pursuant to the OLT Settlement, an Interim Order was made by the Tribunal requiring the Debtor and the City of Vaughan ("**Vaughan**") to submit final drafts of the Official Plan Amendment and Zoning By-Law Amendment, and provide confirmation that all other contingent pre-requisites to the issuance of the Final Order were satisfied by Monday, July 8, 2024 otherwise the parties were to provide a written status report to the Tribunal as to the timing of the expected confirmation and submission of the final form of the draft Zoning By-law Amendment.

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<sup>3</sup> The Manager's compensation initially contemplated additional payment for a "Bonus Density" as set out in Article 8 of the Management Agreement, however, the "Bonus Density" was later removed in the Amendment.

The Tribunal could, as necessary, arrange the further attendance of the parties by telephone conference call to determine the additional timelines and deadline for the submission of the final form of the instrument(s), the satisfaction of the contingent prerequisites and the issuance of the Final Order.

21. In order to maximize the value from the development work completed on the project to date, the Receiver has obtained an extension of the July 8, 2024 deadline date to April 8, 2026 so that a prospective purchaser of the Real Property has sufficient time to comply with the deadline for the submission of the final form of the instrument(s), the satisfaction of the contingent prerequisites and the issuance of the Final Order.

22. Set out below is a summary of the encumbrances that are registered against the Real Property:

<b>PIN # 03344-0073 (LT): 10811 Jane Street</b>				
<b>Chargor</b>	<b>Encumbrance</b>	<b>Amount</b>	<b>Instrument</b>	<b>Registration Date</b>
VCIB	Mortgage	\$3,450,000	YR3289786	July 29, 2021
Terra Bona	Construction Lien	\$1,779,961	YR3618681	November 16, 2023
<b>Pin # 03344-0072 (LT): 10819 Jane Street</b>				
<b>Chargor</b>	<b>Encumbrance</b>	<b>Amount</b>	<b>Instrument</b>	<b>Registration Date</b>
VCIB	Mortgage	\$3,450,000	YR3289786	July 29, 2021
Terra Bona	Construction Lien	\$1,779,961	YR3618681	November 16, 2023

23. The charges in favour of VCIB relate to the mortgage as part of the Security provided by the Debtor to VCIB and pre-dates the Construction Liens.

24. The Construction Liens relate to supplied labour and consulting services for project and construction management and other "soft-costs" for improvement/work completed by other sub-contractors towards achieving the rezoning and site plan requirements for the project that allegedly remain unpaid by the Debtor.

25. Parcel Registers for 10811 and 10819 Jane Street East, Vaughan, ON are attached as **Appendix "E"**.

26. The Receiver has been in regular contact with Liu throughout the Receivership Proceeding and has obtained all of the information relating to the Real Property and the development work completed on the project from Liu. Additionally, Liu has provided certain of the Debtor's financial information to the Receiver.

## PROPERTY APPRAISAL

27. The Receiver was provided with a draft real estate appraisal for the Real Property from Liu. The real estate appraisal is prepared by Colliers International Realty Advisors Inc. and is dated November 7, 2023 with an effective date of October 31, 2023 (the “**Appraisal**”). The Appraisal’s reported intended use was for first mortgage financing. The Appraisal valued the development potential of the Real Property based on the extraordinary assumption of the Debtor receiving site plan approval for the 6-storey building with the reduced GFA as contemplated in the OLT Settlement. The Appraisal ascribes a significantly higher appraised value for the Real Property based on its development potential compared to the estimated market value provided by Colliers in its listing proposal as provided to the Receiver nearly 8 months later dated June 21, 2024.
28. The appraised value of the Real Property by Colliers differs by as much as \$6.4 million from the “low” market value provided in Colliers’ listing proposal. The significant difference in estimated market value of the Real Property provided by Colliers (and other brokers in their listing proposals) is indicative of the major decline in real estate market conditions for development land in the intervening 8-month period. The appraised value for the Real Property is disclosed in Paragraph 28 of the Confidential Supplement and a copy of the Appraisal is attached as **Exhibit “A”** to the Confidential Supplement.

## ACTIVITIES OF THE RECEIVER

29. The Receiver’s more salient activities since its appointment include:
- a. arranging for liability insurance;
  - b. drafting the Receiver’s Statement and Reports pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act*;
  - c. communicating with Vaughan with respect to outstanding property taxes levied against the Real Property;
  - d. attending meetings with Liu to obtain information on the active site plan application and to determine which information to include in the virtual data room created by Avison Young (“**AY**”) to support the Sale Process (as outlined below);
  - e. various communications and discussions with AY to populate the information to be included in the virtual data room in support of the Sale Process (as outlined below);

- f. reviewing the Tribunal Proceeding and engaging in discussions with Liu and Tavakoli with regard to the OLT Settlement and the implications of failing to either obtain an extension or provide the requisite information by the settlement deadline date of July 8, 2024;
- g. corresponding with the Tribunal and Vaughan to obtain extensions of the settlement deadline date of July 8, 2024 to April 8, 2026 to submit final drafts of the Official Plan Amendment and Zoning By-Law Amendment, and all other contingent pre-requisites necessary for the issuance of the Final Order;
- h. communicating with the Canada Revenue Agency (“**CRA**”) with regard to its deemed trust claim for HST;
- i. reviewing invoicing and Terra Bona’s Statement of Claim in support of the Construction Liens;
- j. discussions and communication with both Cacoeli and Terra Bona and their respective counsel with regard to the registered Construction Liens;
- k. reviewing the Receiver’s counsel’s lien memo findings and conclusions;
- l. reviewing the Receiver’s draft Agreement of Purchase and Sale and Confidentiality Agreement to provide to prospective purchasers and to include in AY’s virtual data room;
- m. implementing the Sale Process (as outlined below);
- n. communication with AY throughout the Sale Process (as outlined below);
- o. ongoing communications and correspondence with the mortgagee and other stakeholders, including Liu and Tavakoli with regard to the receivership proceeding, claims, personal guarantee exposure and progress of the Sale Process;
- p. reviewing offers received for the Real Property with AY, Receiver’s counsel and the first mortgagee;
- q. negotiating offers and offer extension terms for the Real Property;
- r. responding to Terra Bona with regard to the improper invoices they are issuing to the Receiver; the Receiver asserts the position that no money is owing to Terra Bona as the Receiver has not engaged Terra Bona to complete any work on the project;

- s. reviewing the security opinion prepared by the Receiver's counsel and engaging in discussions with regard to priority issues contained in the legal opinion; and
- t. preparing the First Report and Confidential Supplement.

## **SALE PROCESS**

### **Review and Summary of the Sale Process**

- 30. Among the powers set out in the Receivership Order, the Receiver is empowered and authorized in Paragraph 4(j) to market the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- 31. The Receiver obtained four separate listing proposals to list the Real Property for sale from the following real estate brokers:
  - i. AY;
  - ii. Colliers;
  - iii. CBRE; and
  - iv. Rentex Realty Inc.
- 32. Each of the listing proposals received: (i) contained a value range for the Real Property based on a comparable analysis; (ii) suggested listing the Real Property for sale either unpriced or at \$1.00; (iii) provided the broker's proposed sale commission structure; and (iv) provided the broker's proposed marketing efforts and relevant experience. A table summarizing the salient details of the listing proposals is included as **Exhibit "B"** to the Confidential Supplement.
- 33. The Receiver selected AY's listing proposal and engaged AY to list the Property for sale unpriced as recommended. The AY team had extensive experience and knowledge with development properties and an established list of developers as clients. Additionally, AY's proposal contained a robust marketing campaign and the most favorable commission structure. The first mortgagee, VCIB, was contacted by the Receiver and supported the Receiver's recommendation to engage AY as the listing agent. The Receiver executed the listing agreement with AY on July 29, 2024.
- 34. AY completed the listing landing page, marketing brochure and other marketing materials and listed the Real Property for sale on MLS on August 8, 2024.
- 35. AY presented the Receiver with one offer from a developer that had been in contact with Liu prior to the receivership, Sharno Developments Inc. ("**Sharno**"), for consideration on September 12,

2024 (the “**Sharno Offer**”). Sharno had initially contacted the Receiver to discuss the possibility of submitting a “stalking horse” bid in the Receiver’s Sale Process which idea was rejected by the Receiver. The Sharno Offer contained a purchase price as set out in Paragraph 35 of the Confidential Supplement and included certain due diligence conditions and a protracted timeline to close the sale transaction following court approval. The purchase price, the due diligence and sale closing timelines were not acceptable to the Receiver. Notwithstanding, the Receiver continued to engage in ongoing negotiations with Sharno.

36. In the intervening period the Receiver received a letter dated September 25, 2024 (the “**Blaney Letter**”) from Terra Bona’s counsel, Blaney McMurtry LLP, advising of Terra Bona’s interest in the land pursuant to the “Restrictive” covenant included in the DMA and advising that VCIB had not obtained prior consent from Terra Bona to sell the property and until Terra Bona’s concerns were addressed counsel had instructions to oppose any sale by the Receiver. A copy of the Blaney Letter is attached as **Appendix “F”**.

37. The Receiver’s counsel responded to the Blaney Letter by email on September 26, 2024 indicating that the Receiver did not agree with Terra Bona’s position as: (i) the “Restrictive” covenant was registered after VCIB’s mortgage; (ii) Tavakoli in his capacity as President of Street Block had consented to the registration of the VCIB mortgage; and (iii) the Real Property was being sold by the Receiver not the debtor. The Receiver’s counsel concluded by advising:

*“In short, we understand that your client may choose to oppose the approval of a sale of the property on the basis set out in your letter and the Receiver is prepared to deal with that argument if and when it arises. In the circumstances, the Receiver is not prepared to interrupt/ delay the ongoing sales process and intends to move forward and deal with the offers received to date at this stage. Should your client intend to make an offer we encourage it to do so now”.*

A copy of the Receiver’s counsel’s September 26, 2025 email is attached hereto as **Appendix “G”**.

38. While negotiating the Sharno Offer, the Receiver received a second offer for the Real Property from Terrabona Acquisitions Ltd. (“**Terrabona**”) dated October 1, 2024 (the “**Terrabona Offer**”). The Purchase Price contained in the Terrabona Offer is included in Paragraph 38 of the Confidential Supplement. The offer provided for a \$100,000 deposit to be paid within 3 business days of acceptance of the offer with a second deposit of \$100,000 to be paid by November 29, 2024. The terms and conditions of the Terrabona Offer were not acceptable to the Receiver. A copy of the Terrabona Offer is included as **Exhibit “C”** to the Confidential Supplement.

39. The Receiver continued to negotiate both the Sharno Offer and Terrabona offer to maximize recovery from the Real Property. On October 23, 2024 the Receiver received an email from Mark Lathem from Steiner Law Group LLP (the “**Lathem Email**”), counsel representing Terrabona stating

that Terrabona could not proceed with the negotiated offer as the client investor group financing the transaction had committed to another deal. A copy of the Lathem Email is attached as **Appendix “H”**.

40. In the circumstances, the Receiver continued to negotiate the Sharno Offer and executed a conditional agreement of purchase and sale with Sharno on January 29, 2025 at a purchase price disclosed in Paragraph 40 of the Confidential Supplement (the “**Sharno APS**”). A \$100,000 deposit was received within 2 business days of signing the Sharno APS with a second deposit of \$100,000 to be received within 2 business days of Sharno waiving its due diligence condition. The Sharno APS provided for a 30-day due diligence condition with the option to extend the diligence period a further 30 days upon Sharno providing written notice of its intention to further extend the diligence period which Sharno exercised. A copy of the Sharno APS is included as **Exhibit “D”** to the Confidential Supplement.
41. On March 18 and 27, 2025 the Receiver received two non-binding Letters of Intent to purchase the Real Property from DSS Homes respectively at purchase prices as set out in Paragraph 41 of the Confidential Supplement. The second and improved DSS Homes Letter of Intent was irrevocable by the buyer by 5:00 pm on March 28, 2025. Copies of the DSS Homes’ Letters of Intent are included as **Exhibit “E”** of the Confidential Supplement. Further work needed to be completed to convert the improved DSS Homes Letter of Intent into a binding agreement of purchase and sale given that it was conditional upon financing. Additionally, Sharno had a couple of days left to waive its due diligence condition for the Sharno APS to become a binding agreement.
42. After the expiry of the 60-day due diligence period on March 30, 2025, Sharno approached the Receiver and asked for more time to complete its diligence which the Receiver contemplated and started to negotiate further due diligence terms to extend the expired Sharno APS.
43. In the intervening period 1001 submitted an unconditional “highest and best” offer to purchase the Real Property for consideration by the Receiver.

### **Proposed Transaction**

44. AY provided the Receiver with an unconditional offer for the Property from 1001 on April 7, 2025 with a proposed closing date 30 days following court approval of the sale transaction (the “**1001 Offer**”). The purchase price contained in the 1001 Offer is disclosed in Paragraph 44 of the Confidential Supplement. A deposit of \$210,000 was to be paid within 2 business days of acceptance of the offer and contemplated the buyer’s agent receiving a 2% sale commission whereas the Listing Agreement contemplated a 1% sale commission to be shared with the buyer’s agent. This effectively increases the commission on the sale by 1% and to a 3.5% sale commission overall.

45. The Receiver asked 1001's agent to provide diligence on the buyer and provide evidence of the buyer's ability to close the sale transaction. The agent provided a background letter on the buyer to demonstrate that he was/had been involved in numerous development projects and a letter from an unknown and related financier confirming financing for the transaction. Given the circumstances, the Receiver requested an increase in the non-refundable deposit from \$210,000 to \$450,000 which was agreed to and later provided by 1001.
46. The Receiver signed back the 1001 APS with the increased deposit, and subject to this Court's approval, the Transaction is scheduled to close 30 days following court approval. A copy of the 1001 APS is included hereto as **Exhibit "F"** to the Confidential Supplement.
47. The Receiver thereafter executed a mutual release with Sharno and returned Sharno's \$100,000 deposit with interest.
48. The Receiver is of the view that the Sale Process was conducted in a commercially reasonable manner and the Real Property was widely exposed to the market for 8 months. AY listed the Real Property for sale on MLS, marketed the Real Property on its website and erected a sign on the property. Additionally, AY sent separate email communications to developers in its database during the approximately 5 months the Real Property was listed for sale before the Receiver consummated the conditional sale with Sharno. As a result of its marketing efforts, AY received a total of 20 total inquiries (including DSS Homes and 1001) and 7 groups had signed CA's (including 1001), a number of which accessed AY's virtual data room. AY's Final Marketing Progress Report and Tracking Report dated December 2024 (dated prior to Receiver executing the Sharno APS and MLS reporting a conditional sale for the Real Property) is included hereto as **Appendix "I"**.
49. The sale price received for the Real Property, although considerably lower when compared to the outdated Appraisal, is consistent with the valuations contained in the listing proposals received from the 4 commercial brokers in July 2024. Additionally, all of the offers received by the Receiver from interested buyers were remarkably similar in value.
50. The first mortgagee, VCIB, projected to suffer a shortfall on the Loan, supports the Receiver's recommendation to the Court to accept the 1001 APS.
51. Accordingly, for the reasons set out above, the Receiver recommends that the Court approve the 1001 APS and authorize the Receiver to close the Transaction as contemplated under the 1001 APS.

## DISTRIBUTION OF NET SALE PROCEEDS

### The Proposed Distributions

52. The Receiver's independent counsel, Robins Appleby, has provided the Receiver with a security opinion, attached hereto as **Appendix "J"**, regarding VCIB's Mortgage security. The security opinion also provides the Receiver an opinion regarding the potential priority of the Construction Liens over VCIB's Mortgage.
53. The Receiver's counsel is of the view that, subject to certain standard assumptions and qualifications, the VCIB Mortgage is valid and enforceable in accordance with its terms and is in first priority. It is Robins Appleby's opinion that the Construction Liens have a maximum potential priority over the VCIB Mortgage limited to the deficiency in the holdbacks required to be retained by the Debtor under Part IV of the *Construction Act, R.S.O. 1990, c. C.30* (the "**Holdback Deficiencies**").
54. The Receiver calculates that the maximum amount of the potential Holdback Deficiencies based on the Construction Lien of \$1,779,961 to be a maximum of \$200,000. As at the date of this Report, counsel for Terra Bona have not provided their position regarding the priority and maximum quantum of the Holdback Deficiencies. The Receiver therefore intends to holdback \$200,000 from any proposed distribution of funds from the sale of the Real Property.
55. As set out in the Receiver's counsel's lien memo, it is possible that Terra Bona as a direct or indirect (through common ownership) owner of the Real Property is not legally entitled to lien its own property which could nullify the Construction Liens. Further investigation by the Receiver into the validity of the Construction Liens is required.
56. The Receiver has received a claim from CRA claiming a deemed trust in the amount of \$58,928.57 for HST obligations owing by the Debtor for the periods from June 30, 2020 to December 31, 2021. The outstanding HST relates to periods prior to VCIB registering the VCIB Mortgage and Terra Bona registering the Construction Liens. The Receiver is continuing to investigate CRA's claim with Liu. In the circumstances, the Receiver proposes to holdback \$59,000 in reserve from any proposed distribution of funds from the sale of the Real Property. A copy of CRA's deemed trust claim for HST is attached as **Appendix "K"**.
57. After payment of a sales commission, property tax arrears, and payment of the Receiver's fees and expenses to date plus a reserve to cover future Receiver's professional fees and expenses of \$200,000 to complete the administration of the receivership (collectively, the "**Priority Payments**"), there will be sufficient funds to make a significant distribution to VCIB towards the VCIB Mortgage

while maintaining sufficient funds to cover payment of CRA's deemed trust claim and to potentially repay the Terra Bona to the extent of the maximum Holdback Deficiencies, if required.

58. The Receiver has received a payout statement dated May 5, 2025 from VCIB totaling \$4,206,177.77, excluding per diem interest of \$940.51 up to the date of repayment. The VCIB payout statement is attached hereto as **Appendix "L"**.
59. The Receiver recommends making an interim distribution to VCIB based on the payout statement provided to the Receiver, subject to the Receiver withholding \$459,000 toward payment of future professional fees, CRA's trust claim and the Holdback Deficiencies, if legally required to be paid, (the "**Proposed Distribution**"). The remaining \$459,000 will be subject to future distributions, less Priority Payments (future Receiver's professional fees and expenses), in this Receivership Proceeding.
60. The Receiver is seeking approval of the Proposed Distribution from the Court so that it can make a distribution to VCIB in respect of the VCIB Mortgage following the receipt of the Transaction sale proceeds. The Receiver considers it prudent to repay the borrowings to the mortgagee in order eliminate the ongoing interest and other costs being incurred.

#### **SEALING ORDER**

61. In the event that the Court does not grant the Approval and Vesting Order or the Transaction does not close, the Receiver is of the view that efforts to re-market the Real Property would be impaired if the contents of the Confidential Supplement were to be made public at this time. Accordingly, the Receiver believes that it is appropriate for the Confidential Supplement to remain confidential until such time as the Transaction closes. Accordingly, the Receiver requests and order sealing the Confidential Supplement.

#### **FEES AND DISBURSEMENTS**

62. Pursuant to the Receivership Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver's legal counsel, constitute part of the "**Receiver's Charge**".
63. The Receiver's fees and disbursements for the period of May 3, 2024 to May 3, 2025 were \$66,000.00, plus disbursements of \$4,003.94 and HST of \$9,100.51, for a total of \$79,104.45, which are described in the Affidavit of Gary Cerrato sworn May 5, 2025, a copy of which is attached hereto as **Appendix "M"**.
64. Robins Appleby's fees and disbursements for the period of May 14, 2024 to April 25, 2025 were \$47,196.00 plus disbursement of \$802.00 and applicable taxes of \$6,153.00 for an aggregate

amount of \$54,151.00, as set out in the affidavit of Joey Jamil May 5, 2025, a copy of which is attached hereto as **Appendix “N”**.

65. The Receiver respectfully submits that the Receiver’s fees and disbursements and Robins Appleby’s fees and disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

**SUMMARY AND RECOMMENDATIONS**

66. Based on the foregoing, the Receiver respectfully requests that this Court grant Order(s):

- a. approving and authorizing the 1001 APS and approving the Transaction;
- b. vesting Debtor’s right, title and interest, if any, in and to the Real Property free and clear of all encumbrances, except permitted encumbrances, subject to the terms of the 1001 APS;
- c. sealing the Confidential Supplement;
- d. approving the Proposed Distribution as set out herein;
- e. approving the activities of the Receiver, as described in this First Report; and
- f. approving the fees and disbursements of the Receiver and its legal counsel, Robins Appleby as set out in this First Report, and to authorize the Receiver to pay all approved and unpaid fees and disbursements.

All of which is respectfully submitted this 5<sup>th</sup> day of May 2025.

**BDO CANADA LIMITED,  
in its capacity as the Court-appointed Receiver of  
Cacoeli Terra Vaughan Ltd.**

Per:



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Name: Gary Cerrato, CIRP, LIT  
Title: Senior Vice-President

# APPENDIX "A"



Court File No. CV-24-00001113-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

JUSTICE S.E. ) WEDNESDAY, THE 1ST  
FRASER )  
DAY OF MAY, 2024

B E T W E E N:

VANCITY COMMUNITY INVESTMENT BANK

Applicant

and

CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, and MAJID SARKAR-TAVAKOLI

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*,  
s 101; *Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**ORDER  
(APPOINTING RECEIVER)**

THIS APPLICATION, made by the Applicant, the Vancity Community Investment Bank (the “**Applicant**” or “**VCIB**”), unopposed, for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended (the “**CJA**”) appointing BDO Canada Limited as receiver (in such capacity the “**Receiver**”) without security, of all of the assets, undertakings and properties of Cacoeli Terra Vaughan Ltd. (the “**Debtor**”)

acquired for, or used in relation to a business carried on by the Debtor, was heard this day, at 50 Eagle Street West, Newmarket ON L3Y 6B1.

**ON READING** the Application Record of the Applicant including the Affidavit of Carley Bringeland sworn March 1, 2024 and the exhibits there to; and the Factum of the Applicant; and on hearing submissions of counsel for the Applicant and Respondents, no one else appearing although duly served as appears from the Affidavits of Service sworn by Ruth Aleixo on March 6, 2024, April 4, 2024 and April 5, 2024; and on reading the Consent of BDO Canada Limited to act as the Receiver, filed:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and Application Record are 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 Canada Limited 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**”).

3. **THIS COURT ORDERS** that BDO Canada Limited is hereby appointed Receiver, without security, of the real property municipally described as 10811 & 10819 Jane Street East, Vaughan, Ontario, and as further described in Schedule “A” to this Order (the “**Real Property**”, and together with the Property, are the “**Property**”).

## RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to 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 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, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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;

(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**

5. **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.

6. **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.

7. **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.

8. **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**

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

## **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

10. **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**

11. **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**

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

## **CONTINUATION OF SERVICES**

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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**

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source 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**

15. **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**

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

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. **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**

18. **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**

19. **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*.

20. **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 Ontario Superior Court of Justice.

21. **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**

22. **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 \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim

expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

23. **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.

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

25. **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**

26. **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

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/cacoeliterravaughanltd>.

27. **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**

28. **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.

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

30. **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.


31. **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.

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

33. **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.

Date of issuance  
*(to be completed by registrar)*



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*(Signature of judge, officer or registrar)*

Justice S.E. Fraser

**Schedule "A"**  
**Real Property**

10811 Jane Street, Vaughan, Ontario

Legally described as: PT LT 26 CON 4 VAUGHAN AS IN R650675 ; VAUGHAN  
PIN 03344-0073 (LT)

10819 Jane Street, Vaughan, Ontario

Legally described as: PT LT 26 CON 4 VAUGHAN AS IN R380165 ; VAUGHAN  
PIN 03344-0072(LT)

**Schedule "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO.

AMOUNT \$

2. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties Cacoeli Terra Vaughan Ltd. (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 1<sup>st</sup> of May, 2024 (the "**Order**") made in an action having Court File Number CV-24-00001113-0000, 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.

3. 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.

4. 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.

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

6. 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.

7. 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.

8. 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 May, 2024.

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

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

Name:

Title:

VANCITY COMMUNITY INVESTMENT BANK  
Applicant

-and- CACOELI TERRA VAUGHAN LTD., ET AL.  
Respondents

Court File No. CV-24-00001113-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
NEWMARKET

**ORDER**

**LERNERS LLP**

225 King Street West, Suite 1600  
Toronto ON M5V 3M2

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Tel: 416.601.2390

Lawyers for the Applicant

# **APPENDIX "B"**

## OWNERSHIP SHARING AGREEMENT

This Agreement is dated May 26<sup>th</sup>, 2020 and entered into between:

- (1) **Cacoeli Jane Teston LP**; a limited partnership registered in the Province of Ontario (“**Cacoeli**”)  
  
and
- (2) **Street Block Partners Inc.** a corporation incorporated under the laws of the Province of Ontario (“**Street Block**”)  
  
and
- (3) **Cacoeli Terra Vaughan Ltd.** a corporation incorporated under the laws of the Province of Ontario (“**Nominee**”)

**WHEREAS** Cacoeli and Street Block intend to jointly purchase and own, develop the real properties located at 10811 & 10819 Jane Street East, City of Vaughan, Ontario (the “**Property**”) with the following ownership interest:

1. Cacoeli will own a beneficial 90% interest as tenant in common; and
2. Street Block will own a beneficial 10% interest as tenant in common.

**WHEREAS** upon Closing, the Nominee shall hold title to Property as trustee on behalf of the Co-Owners each as to a beneficial interest in proportions outlined in this Agreement

**WHEREAS** Cacoeli and Street Block will share the \$5,900,000 Property purchase price and other transaction costs, including land transfer tax and professional fees, together with all post-closing operating, construction, development and other Project costs (referred to in the aggregate as the “**Funding**”) in proportion to their respective ownership percentages.

**WHEREAS** Cacoeli and Street Block, as owners, and Terra Bona Developments Ltd. (“**Terra Bona**”), as development manager, shall enter into a Development Management Agreement describing each party’s obligations relating to construction of residential apartment units on the Property (the “**Project**”) within thirty (30) days of execution of this Agreement (the “**Development Management Agreement**”).

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of one (\$1) dollar, mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **ARTICLE 1: INTERPRETATION**

**Defined Terms.** In addition to the terms otherwise defined in this Agreement, the following terms shall have the meanings set out below:

**“Agreement”** means this agreement and all schedules attached to this agreement, all as may be supplemented or amended from time to time.

**“Arm’s Length”** means the meaning attributed to that term in the *Income Tax Act* (Canada).

**“Approved Budget”** means the plans, drawing and budget relating to the development of the Project, as amended from time to time by the Parties.

**“Change of Control”** means any transfer or issue by sale, amalgamation, merger assignment, bequest, inheritance, consolidation, subscription, operation of law or other disposition, (any one of these being a “Disposition”) or liquidation, from time to time of all or any part of the corporate shares of Street Block or of any holding or subsidiary corporation of Street Block which results in a change in its effective voting control, save and except any Disposition to a family trust that the Principal is a trustee of.

**“Closing”** means the date on which purchase of the Property is completed.

**“Co-Owners”** means collectively Cacoeli and Street Block; and **“Co-Owner”** means any one of them.

**“Co-Ownership”** means joint ownership of the Property by the Parties as in the recitals above.

**“Party”** and **“Parties”** means Cacoeli Jane Teston LP or Street Block in the singular and both of them in the plural.

**“Principals”** means the persons controlling the majority of voting shares of any corporate Co-Owner, or the general partner of a limited partnership Co-Owner, and **“Principal”** shall mean any one of such persons individually. Each Co-Owner acknowledges and agrees that Cacoeli’s Principal is Jedidaiah Liu and Street Block’s Principal is Majid Tavakoli.

**“Transfer”** means to sell, assign, transfer, mortgage, pledge, charge, hypothecate, option, encumber or otherwise dispose of any of the Interest by sale, gift, beneficial bequest, declaration of trust, or otherwise, or act to encumber or allow to be encumbered a party’s beneficial title

## **ARTICLE 2: STREET BLOCK’S OBLIGATIONS**

### **2.1 Capital Contribution**

1. Pre-Closing capital contribution:

Each of the Co-Owners shall provide its share to complete the Property purchase to Cass & Bishop in trust not less than one (1) business day prior to Closing. The funds shall be available to be used for completion of the transaction on the Closing. If Street Block does not do so, this agreement is at an end, and it shall not have any ownership interest or any claim to an interest in the Property, although the development management agreement, if agreed on and signed with Cacoeli will remain in place, at the option of Cacoeli.

Further, Street Block agrees to sign all documentation required to complete the Property purchase on presentation thereof by Cacoeli, subject to reasonable review and approval of Street Block and its counsel. If Street Block does not do so, it shall forfeit all rights to Co-Own the Property, the Co-Ownership shall be terminated, and Cacoeli may purchase the Property as the sole owner.

2. Post-Closing Funding:

- a. In the event there is a requirement for funds to pay expenses, costs, charges or losses of the Property and Project and there are insufficient funds available, the Co-Owners shall be called upon by Cacoeli to make a payment ("**Cash Call**").
- b. Each Co-Owner shall comply with a Cash Call within fourteen (14) days following receipt of written notice of Cash Call from Cacoeli.
- c. In the event a Co-Owner fails to comply with the Cash Call (the "**Defaulting Co-owner**"), then the other Co-Owner shall have the option to contribute the Defaulting Co-Owner's share of the Cash Call (the "**Loan**") and this shall be a loan owed by the Defaulting Co-Owner to the other Co-Owner. The Loan shall be secured by a charge against the Defaulting Co-Owner's interest in the Property and shall bear an interest rate of: i) 5% per annum if the Cash Call was within the funding requirements of the Approved Budget, or (ii) 15% in if the Cash Call was not part of the Approved Budget. The Defaulting Co-Owner shall not receive any funds from the Co-Ownership until the Loan and any and all accrued interest has been repaid.
- d. Upon any sale of the Property or winding up of this Co-Ownership, all receipts or proceeds, distributions, returns of capital, including, without limitation, the balance of any replacement reserve fund, shall be paid and applied as follows:
  - i. first to repay and discharge any third party debt obligation of the Co-Ownership in respect of the Property, both principal and interest, which is secured by a mortgage against the Property or otherwise;

- ii. to repay any amount paid by any Co-Owner, acting as a Non-Defaulter, in respect of the Property and the Co-Ownership on behalf of a Defaulter, including any interest thereon provided for in Section 2.c hereof;
- iii. to pay any outstanding trade or other obligations incurred by the Co-Owner or in respect of operations and development of the Property including payments to the Development Manager; and
- iv. the balance of such proceeds, if any, to the Co-Owners in proportion to their respective Proportionate Shares.

#### Personal Guarantees:

The Principals agree to provide personal guarantees on loans and sign necessary documents as required by lender(s) providing funding to purchase the Property and develop the Project after closing.

### **2.2 Failure to enter into the Development Management Agreement**

In the event the Parties fail to negotiate and execute a final and binding Development Management Agreement within thirty (30) days of the execution of this Agreement, Street Block shall have the option to require Cacoeli to buy its proportionate share at a price equal to funds injected by Street Block on Closing (the “**Buy-out Purchase Price**”). Upon exercise of the aforementioned option by Street Block, Cacoeli shall pay the Buy-Out Purchase Price within seven (7) days of exercise if the option by Street Block. In the event Cacoeli fails to complete the buy-out within seven (7) days, there shall be interest accruing on the Buy-Out Purchase Price at the rate 15% per annum, compounded monthly.

### **2.3 Deadlock**

In the event of a default by Terra Bona of its obligations under the Development Management Agreement (as such term is defined in that agreement), which default is not remedied within the cure periods provided within the Development Management Agreement, or If any dispute between Cacoeli and Street Block pertaining to this Agreement is not resolved by negotiation or mediation within one month after commencement of the negotiation or mediation (as applicable) as described in Article 5 (“**Deadlock**”), Cacoeli shall have the option to purchase Street Block’s ownership interest in the Property by providing a written notice to Street Block (“**Purchase Notice**”) for a purchase at a price equivalent to the fair market value of its interest in the Property (less any amount paid by Cacoeli, acting as a Non-Defaulter, in respect of the Property and the Co-Ownership on behalf of Street Block, as Defaulter, including any interest thereon provided for in Section 2.c above) determined as per section 2.3 below. The Closing of such purchase and sale transaction shall take place the later of forty five (45) days after the date on which Street Block

receives the Purchase Notice and forty five (45) days after receipt of appraisal by the decisive appraiser.

## **2.4 Determination of Fair Market Value**

In the event issuance of a Purchase Notice, each Co-Owner shall obtain or waive its own appraisal report from an accredited AACI appraiser. In the event the fair market value of the two appraisals received are within 10% of each other, the fair market value of the Project shall be deemed to be the average of the two. In the event the two reports differ from one another by more than 10%, the two appraisers chosen shall jointly appoint a third appraiser to determine the fair market value of the Project, which determination shall be final and binding on both Parties.

## **ARTICLE 3: CACOELI'S DECISION-MAKING AUTHORITY**

**3.1** Street Block agrees that notwithstanding anything contrary in this agreement or the Development Management agreement:

1. Cacoeli will manage all affairs of the Project after the Property is purchased in its sole discretion, including making all related decisions including without restriction of the generality hereof, financing for the Project and termination of or changes to the Development Management Agreement with Terra Bona; and
2. Cacoeli shall be the sole signing authority for cheques, accounting, and contracts related to the Project. Further, Street Block also agrees to sign all documentation that Cacoeli requires to develop the Project, including without limitation, governmental applications and agreements, lender documents, mortgages, and tenders.

### **3.2 Major Decisions:**

Cacoeli agrees that notwithstanding section 3.1, any of the following decisions shall be made with Street Block's consent (each a "**Major Decision**"):

- (i) acceptance of a Property financing or refinancing proposal including but not limited to any commitment for mortgage financing that are above and beyond market rate or include non-market terms;
- (ii) any decision with respect to any changes to the plans of the Project from the Approved Budget;
- (iii) issuance of ownership interest in the Property to future investors or any other act that would result in dilution of Street Blocks interest in the Project; and

- (iv) entering into a purchase and sale agreement relating to the Project with a non-arm's length party.

In the event Cacoeli seeks to make a Major Decision it shall provide Street Block with notice of such decision and all material and documents related to it. Street Block shall have fifteen (15) days to review the material and provide its consent. In the event Street Block does not provide its consent, Cacoeli may have the option to purchase Street Block's interest at fair market value (to be determined in accordance with section 2.3) by providing notice to Street Block of its intention to buy-out Street Block's interest. The Closing of such purchase and sale transaction shall take place the later of forty five (45) days after the date on which Street Block receives the Purchase Notice and forty five (45) days after receipt of appraisal by the decisive appraiser.

### **3.3 Covenants:**

The Parties covenant with each other as follows:

- i. Each Party (including the Principals but only in respect of lender guarantees) (the "Indemnifier") shall indemnify, defend and hold harmless the other Party in proportion to the other Party's ownership interest in the Property against any and all claims, demands, losses, liabilities, expenses, actions, lawsuits, and other proceedings, judgments, awards, and costs (including reasonable solicitor's fees on a solicitor and client basis) ("Claims") incurred by such other Party by reason of any act or omission of the Indemnifier in respect of the Property or the Project. Notwithstanding the foregoing, in the event of a claim or liability against a Principal by a lender as a result of a guarantee, the Principal being pursued shall be indemnified by the other Principal, personally and the other Co-Owner jointly and severally to the extent of the claim against the Principal being pursued.
- ii. If the purchase of the Property is not completed any funds contributed to the Co-Ownership for such purpose will be reimbursed to the contributing Party or after satisfaction of any costs incurred in good faith in relation to the Property including but not limited to the costs of any due diligence or legal work performed
- iii. Each Party shall be responsible for any and all liabilities and obligations arising from the Property in accordance with its Proportionate Share, save that any liability or obligation incurred by a Party in breach of this Agreement shall be the sole liability or obligation of the Party incurring the same, without any right to contribution from or indemnity by the other Party;
- iv. Neither Party will petition or take any action to subject the Property to the authority of any court of bankruptcy, insolvency, receivership or similar proceedings

- v. At all times during the term of this Agreement, the Parties shall at the Co-Ownerships' expense, maintain accurate books and records reflecting all income, expenditures, assets, and liabilities of the Property. During the terms of this Agreement, each Party shall be entitled to inspect the books, records and related statements prepared or maintained by the Co-Ownership in respect of the Property
- vi. The books and records of the Property shall be prepared in accordance with generally accepted accounting principles. All financial records shall be adequate to provide each Party's accountant with all financial information as may be needed by that accountant for purposes of satisfying the financial reporting and/or income tax obligations of any Party with respect to the Property.

The Parties shall together prepare a statement setting out the total cost of acquisition of the Property, including all HST, if any, Land Transfer Tax, legal and other fees, together with a reconciliation of the equity contributions paid to date by the Parties, with the intent that any shortfall or necessary adjustment shall be contributed by any Party that has paid less than its Proportionate Share within seven (7) days of delivery of such statement, and any excess shall be repaid to any Party that has paid more than its Proportionate Share within seven (7) days of delivery of such statement.

#### **ARTICLE 4: LIQUIDATION**

##### **Sale Offer**

4.1 If Cacoeli desires to sell its ownership interest in the Property, it may make an offer (the "Sale Offer") in writing to Street Block to sell all, but not less than all, its Ownership Interest in the Property to Street Block. Cacoeli shall specify in the Sale Offer the terms of the sale including the price (the "Sale Price") to be paid for its ownership interest by Street Block.

4.2 Within thirty (30) days after receipt by Street Block of the Sale Offer pursuant to section 4.1 ("**Response Deadline**"), Street Block shall advise Cacoeli in writing ("**Response Notice**") either:

- a) That Street Block accepts the Sale Offer on the terms and conditions set out in the Sale Offer and agrees to assume all mortgages registered on title of the Property (during the 30 day response period Street Block may consult the lender(s) about assuming the mortgage(s) or arranging an increase of the existing mortgage(s) to pay out Cacoeli); or
- b) That Street Block does not accept the Sale Offer on the terms and conditions set out in the Sale Offer.

4.3 If Street Block accepts Cacoeli's Sale Offer, the transaction of purchase or sale shall be completed within 90 days after the date on which Cacoeli receives Street Block's Response Notice ("**Closing Deadline**").

4.4 If Street Block does not accept Cacoeli's Sale Offer or if Street Block fails to advise Cacoeli in writing by the Response Deadline of its intention or if Street Block fails to complete the purchase

transaction by the Closing Deadline after accepting Cacoeli's Sale Offer for any reason whatsoever, then Cacoeli may sell the entire Property to a bona fide third-party dealing at arm's length with Street Block and Cacoeli ("Third-Party Buyer") for a Sale Price that is the same or higher than the Sale Price listed in the Sale Offer at any time within one (1) year after Street Block declines to accept the Sale Offer or expiration of the Response Deadline (as applicable) ("Sale Deadline"). Street Block agrees to sign all documentation related to sale of the Property in accordance with the foregoing. Further, Street Block hereby irrevocably appoints Cacoeli as Street Block's attorney and authorized signing officer for and on behalf of Street Block pursuant to the Powers of Attorney Act (Ontario) to sell the Property in accordance with the foregoing and sign all documentation related to same. If the Property is sold by the Sale Deadline, the Parties shall divide the net proceeds of the sale in proportion to their ownership interest in the Property after payment of all encumbrances and costs of sale. If the Property is not sold by the Sale Deadline, Cacoeli must make Street Block another Sale Offer pursuant to Section 4.1 before listing the Property for sale again.

4.5 If there is Change in Control of the voting shares of Street Block, its interest is seized by a creditor, or pledged to a third party, it purports to assign, transfer or sell its interest in the Project, it makes an assignment for the benefit of its creditors, or brings any legal proceeding under any federal or provincial statute, including but not limited to The Partition Act, to force Cacoeli to sell its ownership interest in the Property, Cacoeli may buy all, but not less than all, of Street Block's ownership interest in the Property ("Purchase Option") at any time by giving Street Block notice ("Purchase Notice") for fair market value determined in the same manner as provided for in section 2.2 above

#### **ARTICLE 5: DISPUTE RESOLUTION**

5.1 Any dispute between the Parties pertaining to this agreement or the Property, including but not limited to, its sale or purchase shall be resolved by negotiation or non-binding Mediation in accordance with the terms and conditions of the Commercial Mediation Act of Ontario as amended. The mediator shall be chosen mutually by the Parties or their accountants or, in default of such agreement, such mediator shall be appointed by a Judge of the Superior Court. Unless otherwise agreed to by the Parties, the mediation shall be held in the City of Toronto and the cost of the mediation shall be paid equally by the Parties. Notwithstanding anything contrary in this Agreement or in the Development Management Agreement, if there is a Deadlock between Cacoeli and Street Block or Terra Bona (as applicable) pertaining to this Agreement or the Development Management Agreement, Cacoeli may immediately terminate the Development Management Agreement in writing without notice to Terra Bona and purchase Street Block's ownership interest in the Property according to the process described in Section 2.3 as relating to a Deadlock. Following termination of the Development Management Agreement and purchase of Street Block's interest in the Property, Cacoeli shall have no further obligations or legal liability

towards Terra Bona and Street Block in relation to the Property and the Project and they shall provide a full and final release to Cacoeli on terms acceptable to Cacoeli.

#### **ARTICLE 6: SHARED EXPENSES & PROFITS**

6.1 Shared Costs. The Parties shall be responsible for and contribute in proportion to their ownership interest in the Property all expenses determined by Cacoeli to be necessary to maintain and develop the Project (“Shared Expenses”).

6.2 Profits. The Parties shall share annual profits not needed as reserves for future expenses in proportion to their respective ownership interests in the Property.

#### **ARTICLE 7: GENERAL TERMS**

**7.1 Time of the essence.** Time shall be of the essence of this Agreement.

**7.2 Governing Law.** This Agreement shall be governed in accordance with the laws of the Province of Ontario.

**7.3 Successors and Assigns.** All the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, permitted successors and permitted assigns.

**7.4 Entire Agreement.** This agreement is the entire agreement between the parties with respect to the subject matter hereof and no variation or amendment is binding unless agreed to in writing by the parties

**7.5 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document.

**7.6 Waiver.** No waiver by any party of any breach of the provisions of this agreement shall take effect or be binding unless agreed to in writing. Unless otherwise provided herein, a waiver shall not limit nor affect rights with respect to any other breach.

**7.7 Miscellaneous.** In this Agreement:

- a) Unless the context otherwise requires, the singular shall include the plural and vice versa, and in particular the definitions of words and expressions set forth in Article 1 shall be applied to such words and expressions when used in either the singular or the plural form;
- b) Unless the context otherwise requires, words importing a particular gender shall include the other gender and non-gender references;
- c) Unless otherwise indicated, references to Articles, Sections, Subsections or Schedules should be construed as references to the applicable articles, sections, subsections or schedules of this Agreement;

- d) The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement;
- e) Any reference to a statutory provision shall include that provision as from time-to-time modified or re-enacted providing that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effective substantive change to that provision;
- f) References to, or to any particular provision of, a document shall be construed as references to that document as amended to the extent permitted by this Agreement and in force at any time.

**7.8 Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, cause such resolutions to be passed and such by-laws to be enacted, exercise their vote and influence and do and perform (and cause to be done and performed) such further and other acts or things as may be necessary or desirable in order to give full effect to this Agreement and ever part of it.

**7.9 Notice:** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed delivered on the day of personal service or transmission by Fax or email, or three days after mailing by prepaid registered mail addressed as follows:

If for **Cacoeli Jane Teston LP**, to:

249-4936 Yonge Street,  
Toronto, Ontario M2N 5N5

If for **Cacoeli Terra Vaughan Ltd.** :

249-4936 Yonge Street,  
Toronto, Ontario M2N 5N5

With a copy to Street Block Partners Inc.

If for **Street Block Partners Inc.** to:

1899 Leslie Street  
Toronto Ontario

Such notices, requests, demands or other communications shall be deemed to have been received:

- (i) When delivered; or
- (ii) If mailed, on the fifth (5th) Business Day after the mailing thereof; or
- (iii) If sent by facsimile transmission, on the second (2nd) Business Day after confirmed transmission; or
- (iv) If sent by email, on the second (2nd) Business Day after confirmed transmission; or

(v) If a notice, request, demand or other communication is delivered by registered mail, and regular mail service shall be interrupted by strikes or other irregularities on or before the fifth (5th) Business Day after the mailing thereof, such notice, request, demand or other communication shall be deemed to have been received only upon personal delivery thereof.

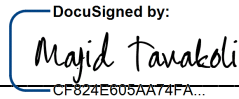
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Cacoeli Jane Teston LP**



\_\_\_\_\_  
Per:  
*I have the authority to bind the Limited Partnership*

**Street Block Partners Inc.**

DocuSigned by:  
  
CF824E605AA74FA...

\_\_\_\_\_  
Per:  
*I have the authority to bind the Corporation*

**Cacoeli Terra Vaughan Ltd.**



\_\_\_\_\_  
Per:  
*I have the authority to bind the Corporation*

  
\_\_\_\_\_

Witness:

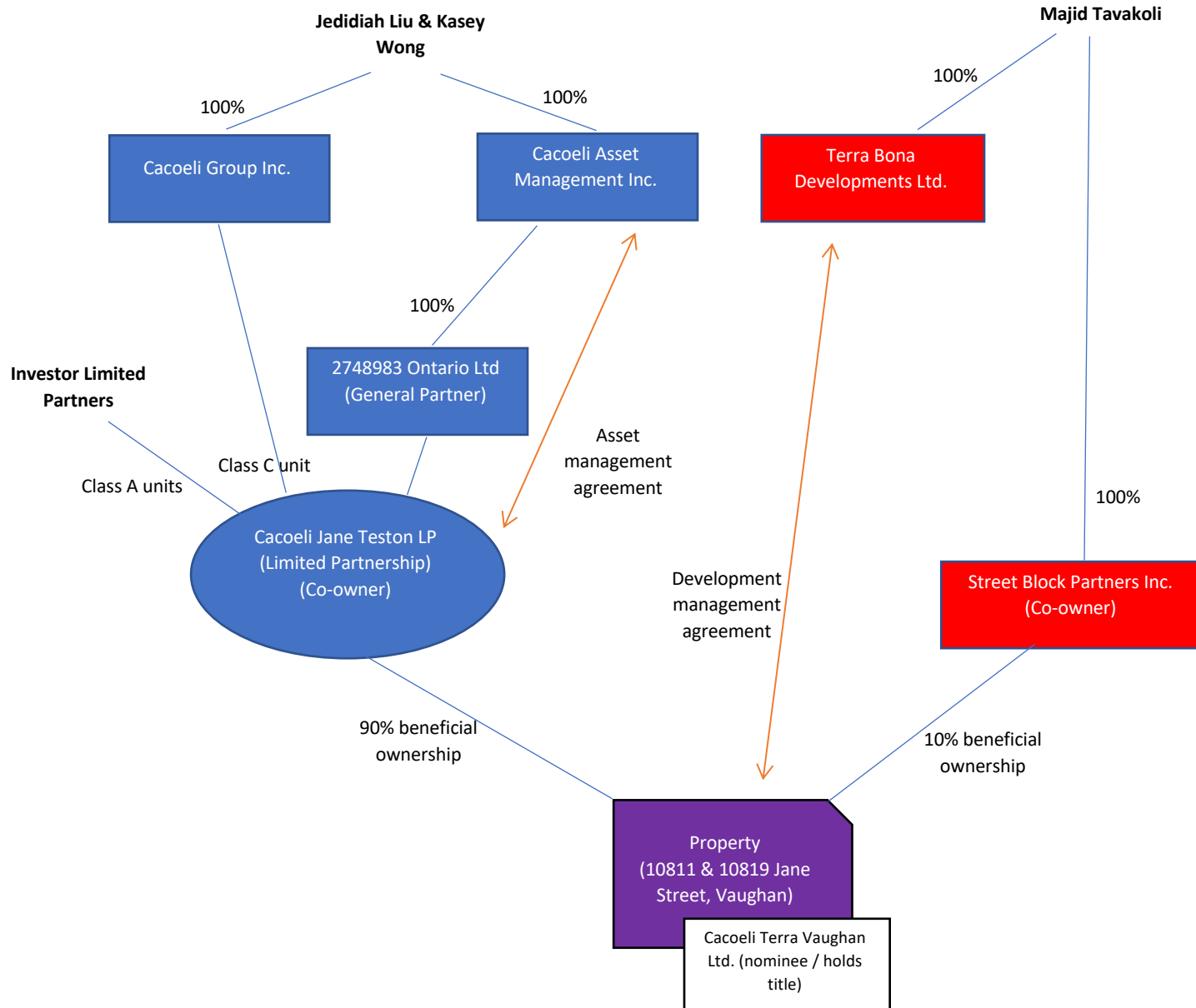
\_\_\_\_\_  
Witness:

  
\_\_\_\_\_

Jedidiah Liu  
DocuSigned by:  
  
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Majid Tavakoli

# APPENDIX "C"

**Jane Teston Project  
 Organization Chart (Expanded version)  
 Prepared as at: June 2021**



# APPENDIX "D"

**AMENDMENT TO  
DEVELOPMENT MANAGEMENT AGREEMENT**

This amendment is made as of the 14<sup>th</sup> day of November 2022,

**BETWEEN:**

**TERRA BONA DEVELOPMENTS LTD.**  
(hereinafter referred to as "Manager"),

**PARTY OF THE FIRST PART,**

**AND**

**CACOELI JANE TESTON LP and by its general partner  
2748983 ONTARIO LTD.; and  
STREET BLOCK PARTNERS INC.**  
(collectively referred to as "Owner")

**PARTY OF THE SECOND PART.**

**WHEREAS** Cacoeli Jane Teston LP by its general partner 2748983 Ontario Ltd. and Street Block Partners Inc., entered into a Development Management Agreement with the Manager dated 29<sup>th</sup> day of May, 2020 for the re-development of the property known municipally as 10811-10819 Jane Street, in the City of Vaughan, Ontario, ("**DM Agreement**");

**AND WHEREAS** The Owner and the Manager have agreed to amend the DM Agreement on the terms and conditions contained herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the payment of \$10.00 by the parties to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, and in consideration of the mutual promises and covenants contained herein, the parties hereby acknowledge, declare, covenant, and agree to and with each other as follows:

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

**1.1(a)** Section 1.1(a) of the DM Agreement Definition of **Additional Density** shall be deleted in its entirety.

**1.1(d)** Section 1.1(d) of the DM Agreement Definition of **Approved Site Plan** shall be deleted in part and replaced with the following:

**"Approved Zoning By-Law"** means a by-law enacted pursuant to the Planning Act which permits the intended re-development.

**1.1(f)** Section 1.1(f) of the DM Agreement Definition of **Bonus Density** shall be deleted in its entirety.

**1.1(g)** Section 1.1(g) of the DM Agreement Definition of **Based GFA** shall be deleted in part and replaced with the following:

**"Target GCA"** means Gross Construction Area range between 100,000 to 200,000 square feet of GCA.

**1.1(p)** Section 1.1(p) of the DM Agreement Definition of **Gross Floor Area (GFA)** shall be deleted in part and replaced with the following:

**"Gross Construction Area (GCA)"** means the sum of the areas of each storey of a building, including the podium, grounds and structure or part thereof, above or below established grade, excluding storage below established grade and a parking structure above or below established grade, measured from the exterior of outside walls, or from the mid-point of common walls.

**1.1(aa)** Section 1.1 (aa) of the DM Agreement Definition of **Site Plan Approval** shall be deleted and replaced with the following:

**"Zoning By-law Amendment"** means such approvals, consents or decisions required from the municipality in which the Property is located, or from any other applicable government authority to amend the Zoning to allow the proposed redevelopment uses of the Property. For greater certainty, a Zoning By-law Amendment shall be considered final and binding notwithstanding that agreements that may be required to be entered into with the Municipality and/or any other Governmental Authority pursuant to such By-law amendment have not yet been formally entered into.

**1.1(bb)** Section 1.1(aa) of the DM Agreement Definition of **Site Plan Approval Date** shall be deleted and replaced with the following:

**"Zoning By-law Approval Date"** means the date on which the date the Zoning By-law Amendment draft is issued by the municipal staff.

## **ARTICLE 7 - DEVELOPMENT MANAGEMENT FEE, COSTS AND EXPENSES**

**7.1(a)** Section 7.1(a) of the DM Agreement of the Development Management Fee shall be deleted in part and replaced with the following:

**"Development Management Fee"** In consideration of its performance of the Services the Owner shall pay the Manager the sum of \$1,600,000.00 plus HST (the **"Development Management Fee"**)

**7.1(a)(i)** Section 7.1(ii) of the DM Agreement of the Development Management Fee shall be deleted in part and replaced with the following:

\$35,000.00 plus HST monthly payment, until completely paid (the **"Final Payment"**)

The remainder of Article 7 shall remain the same.

**ARTICLE 8 - BONUS DENSITY**

Article 8 of the DM Agreement shall be deleted in its entirety

**MISCELLANEOUS**

All other terms and conditions of the DM Agreement shall remain the same and time shall remain of the essence.

Any capitalized word or text not otherwise defined herein shall have the meaning given thereto in the DM Agreement.

This Amendment may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic transmission.

This Amendment shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**CACOELI JANE TESTON LP  
and by its general partner  
2748983 ONTARIO LTD.**

PER: \_\_\_\_\_  
Name: Seddial Liu  
Title: A.S.O.

**TERRA BONA DEVELOPMENTS LTD.**

PER: \_\_\_\_\_  
Name: Majid Tavakoli  
Title: President

I/We have the authority to bind the Corporation.

I/We have the authority to bind the Corporation.

**STREET BLOCK PARTNERS INC.**

PER: \_\_\_\_\_  
Name: Majid Tavakoli  
Title: President

I/We have the authority to bind the Corporation.

# DEVELOPMENT MANAGEMENT AGREEMENT

*For use in the Province of Ontario*

THIS DEVELOPMENT MANAGEMENT AGREEMENT is made effective as of the 29<sup>th</sup> day of May, 2020.

BETWEEN:

**CACOELI JANE TESTON LP and STREET BLOCK PARTNERS INC.**  
(collectively, the “**Owner**”)

– and –

**TERRA BONA DEVELOPMENTS LTD.**  
(the “**Manager**”)

WHEREAS:

- A. The Owner will be the beneficial owner of lands and premises known municipally as 10811 and 10819 Jane Street, Vaughan, Ontario, as more particularly described in Schedule A (collectively the “**Property**”)
- B. The Owner intends to develop and rezone the Property to permit the construction of a mixed-use building and proceed with the construction of a low-rise residential apartment building on the Property (the “**Project**”);
- C. The Owner has agreed to engage the Manager on an exclusive basis to perform certain development management services towards achieving the rezoning and site plan requirements for the Project, as set out in this Agreement;
- D. Independent of this Agreement the Owner and the Manager intend to negotiate the terms of an agreement pursuant to which the Owner would engage the Manager to manage the construction of the Project (the “**Phase II Services**”),

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment of \$10.00 by the parties to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, and in consideration of the mutual promises and covenants contained herein, the parties hereby acknowledge, declare, covenant and agree to and with each other as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings indicated in this Section.
  - (a) “**Additional Density**” means the amount, if any, by which the total Gross Floor Area, exceeds the Base GFA, regardless of the use or designation.
  - (b) “**Agreement**” means this Development Management Agreement between the Owner and Manager, including any schedules or appendices attached, any valid amendments or restatements, and any supplementary agreements and succeeding amendments thereto.
  - (c) “**Applicable Law**” means any domestic law, rule, statute, legislation, regulation, by-law, order, code, official plan, zoning by-law, development and site plan agreement, building code, restrictive covenant, notice or direction issued by any federal, provincial or

municipal government or regulatory authority which is or becomes in force after the Effective Date.

- (d) **“Approved Site Plan”** means the approved site plan (or amended site plan) that is the subject of a Site Plan Approval.
- (e) **“Bank Account”** has the meaning assigned to such term in Section 6.1(a).
- (f) **“Bonus Density”** means the additional compensation to be paid by the Owner to the Manager in accordance with Article 8.
- (g) **“Base GFA ”** means 101,000 square feet of Gross Floor Area.
- (h) **“Business Day”** means any day other than a Saturday, Sunday or a day which is a statutory holiday in the Province of Ontario.
- (i) **“Default”** means:
  - (i) the failure of the Manager to perform material aspects of its duties or its obligations under this Agreement which failure is not cured within thirty(30) days after receiving notice from the Owner of such failure, or
  - (ii) an Event of Insolvency by or of the Manager; or
  - (iii) a theft, embezzlement, defalcation or other act or omission constituting wilful misconduct or gross negligence of the Manager in relation to its obligations under this Agreement.
- (j) **“Default Notice”** has the meaning assigned to such term in Section 11.1.
- (k) **“Development Budget”** means a budget for the Services prepared by the Manager and approved by the Owner, as amended from time to time in accordance with this Agreement, which shall, without limitation, include:
  - (i) all anticipated Development Costs;
  - (ii) the Development Management Fee; and
  - (iii) all other costs and contingencies as would be anticipated by a prudent owner/developer or manager for the development of lands similar to the Property in the geographic area in Ontario known as the “Golden Horseshoe”.
- (l) **“Development Costs”** means all costs incurred by the Manager under this Agreement attributable to work performed, services rendered, materials supplied and everything else done in connection with the development of the Property and the performance of the Services including, without limitation, the following:
  - (i) all amounts paid to, or for the account of, architects, engineers, planners, designers, consultants, inspectors, contractors or subcontractors engaged to design or develop all or any part of the Property;
  - (ii) costs incurred for legal fees and services related to the performance of the Services;
  - (iii) all charges, costs and expenses incurred by the Manager in connection with establishing a Development Budget, including costs and expenses to retain a quantity surveyor, cost estimator or cost consultant, as the case may be;
  - (iv) all charges, costs and expenses incurred by or on behalf of the Owner to fulfill the conditions (including conditions relating to offsite costs, development charges and land dedication or payments of cash in lieu thereof), if any, attached to any Permits or pursuant to any agreements with any authorities;
  - (v) the cost of all expenses relating to duties, site plans, site plan approvals, excises and other assessments incurred in connection with the development of the Property;

- (vi) the cost of all expenses incurred for all Permits, inspections, studies, licences, duties, approvals, municipal levies, reserves, imposts, development charges, education development charges, contributions, assessments and like charges, and all inspection and accounting expenses and all other incidental expenses related to the development of the Property;
- (vii) management of the Bank Account;
- (viii) the costs of insurance premiums;
- (ix) reporting costs, including the costs of accountants and auditors;
- (x) carrying costs and other amounts incurred in connection with the ongoing operation and upkeep of the Property;
- (xi) all other costs necessary to complete the development of the Property;
- (xii) the applicable HST paid on any of the above; and
- (xiii) the cost of arranging any deposits and letters of credit or guarantees required to be provided by the Owner or the Manager with respect to the Property,

provided that Development Costs shall exclude all fees and compensation of any kind paid to the Manager at any time pursuant to this Agreement.

- (m) **“Development Management Fee”** has the meaning assigned to such term in Section 7.1(a).
- (n) **“Effective Date”** means the date first written above.
- (o) **“Event of Insolvency”** means the occurrence of any one or more of the following events:
  - (i) if a party to this Agreement shall:
    - (A) be insolvent; or
    - (B) be wound up, dissolved or liquidated, or become subject to the provisions of the Winding-Up Act (Canada), as amended or re-enacted from time to time, or have its existence terminated or have any resolution passed therefor; or
    - (C) file a notice of intention, make a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act (Canada), as amended or re-enacted from time to time, or seek to be declared bankrupt or insolvent, which in each case is not vacated within ninety (90) days; or
    - (D) propose a compromise or arrangement under the Companies' Creditors Arrangement Act (Canada) or any similar legislation, from time to time, or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief for itself under any present or future Bankruptcy and Insolvency Act (Canada) or any other Applicable Law relative to bankruptcy, insolvency or other relief for debtors, which in each case is not vacated within ninety (90) days; or
  - (ii) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a party seeking any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any Applicable Law relating to companies' bankruptcy, insolvency or other relief for or against debtors, and such party shall acquiesce in the entry of such order, judgment or decree or such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not

consecutive) from the day of entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for a party or of all or any substantial part of its property with the consent or acquiescence of such party or such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive).

- (p) **“Gross Floor Area (GFA)”** means the sum of the areas of each storey of a building, structure or part thereof, above or below established grade, excluding storage below established grade and a parking structure above or below established grade, measured from the exterior of outside walls, or from the mid-point of common walls.
- (q) **“HST”** means the harmonized sales tax.
- (r) **“Municipality”** means City of Vaughan.
- (s) **“Permits”** means all permits, consents, licences, variances, and approvals required from government or statutory authorities with respect to the development of the Property.
- (t) **“Person”** means an individual, a partnership, a corporation, a government or any department or agency thereof, a trust, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual; and words importing "Person" have similar meanings.
- (u) **“Phase II Services”** has the meaning assigned to such term in Recital D.
- (v) **“Prime Rate”** means the rate of interest per annum established and quoted by the Royal Bank of Canada from time to time at Toronto as its prime rate for purposes of calculating interest on loans in Canadian dollars.
- (w) **“Project”** has the meaning assigned to such term in Recital B.
- (x) **“Property”** has the meaning assigned to such term in Recital A.
- (y) **“PAC Meeting”** means Pre-application Consultation meeting with the Municipality.
- (z) **“Reimbursable Expenses”** has the meaning assigned to such term in Section 7.3(a).
- (aa) **“Site Plan Approval”** means such approvals, consents or decisions required from the municipality in which the Property is located, from the committee of adjustment, or from any other applicable government authority to establish site plan approval necessary to allow the proposed redevelopment uses of the Property, which may include the passage and coming into force and effect of a zoning by-law amendment (whether site specific, comprehensive or otherwise) or the approval of minor variances in a final and binding form; for greater certainty, a site plan approval shall be considered final and binding notwithstanding that agreements that may be required to be entered into with the Municipality and/or any other Governmental Authority pursuant to such site plan approval have not yet been formally entered into.
- (bb) **“Site Plan Approval Date”** means the date on which Site Plan Approval is achieved.
- (cc) **“Services”** means all of the functions and services, in whole or in part, to be performed by the Manager pursuant to this Agreement including, but not limited to, the services described in Schedule B.
- (dd) **“Term”** has the meaning assigned to such term in Section 3.1.

1.2 Interpretation. In this Agreement, except where expressly otherwise provided:

- (a) the singular includes the plural and vice versa and any gender includes any other gender;
- (b) all usage of the word “including,” or the phrases “such as,” “inter alia” and “e.g.,” shall mean “including, without limitation,”;

- (c) the division of this Agreement into separate articles, paragraphs and schedules and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words or abbreviations not otherwise defined that have well known or trade meanings are used herein in accordance with their recognized meanings;
- (e) any reference to a statute will include and will be deemed to be a reference to the statute and the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;
- (f) all references to currency means lawful money of Canada.

1.3 Schedules. The schedules listed below which are attached to this Agreement are incorporated by reference and shall be deemed to be an integral part of this Agreement:

- (a) Schedule A – Legal Description of the Property
- (b) Schedule B – Services

## **ARTICLE 2 APPOINTMENT**

2.1 Purpose and Intention.

The Owner grants to the Manager the exclusive right to perform the Services for the development of the Property so as to achieve Site Plan Approval for a purpose-built residential rental apartment. The parties acknowledge that the current target Site Plan Approval is for a low-rise residential apartment building comprising of 101,000 square feet of GFA, with underground parking. The Owner shall cooperate and provide the Manager with all information and shall do such other things as the Manager may require to facilitate the Manager's performance of the Services.

2.2 Appointment of the Manager and the Manager's Acceptance of the Appointment.

- (a) The Owner hereby appoints and retains the Manager as an independent contractor to manage and supervise the development of the Property on the terms and conditions and for the compensation and remuneration provided in this Agreement.
- (b) The Manager accepts its appointment to manage the development of the Property in accordance with the terms and conditions of this Agreement.

2.3 Exclusivity; Subcontracting.

- (a) The Owner agrees that the Services to be performed by the Manager are exclusive in nature and the Owner is strictly prohibited except on termination of this Agreement from engaging any other Person to provide similar or comparable services as the Services without the written consent of the Manager, which may be unreasonably withheld.
- (b) The Manager may, at its sole discretion and without the Owner's consent or approval, engage, retain and contract with a Person or Persons to assist the Manager with its performance of the Services.
- (c) It is understood and agreed and the parties specifically agree that the Manager may be now or may during the Term be engaged to perform services that are the same as or similar to the Services in connection with the development of other properties or other projects, either for the Manager's own account or for others, and such activities by the Manager are hereby expressly permitted.

### ARTICLE 3 TERM

- 3.1 This Agreement shall commence as of the Effective Date and, unless otherwise terminated in accordance with its terms, shall continue in full force and effect until the Bonus Density amount has been determined and the Owner has paid all amounts owing to the Manager pursuant to this Agreement in full (the “Term”).

### ARTICLE 4 BASE GFA

- 4.1 The Owner covenants and agrees that its intention is to achieve the Base GFA . The Owner covenants :
- (a) that all of its actions and decisions made under this Agreement will be made to further such intention, acting in a commercially reasonable fashion; and
  - (b) to act as a prudent owner would act in managing, developing and operating the Property so that the Base GFA can be achieved; and
  - (c) not to lay waste on the Property or cause, either directly or indirectly, the degradation of the Property.
- 4.2 Where changes to the Base GFA may be required as a result of feedback, opposition or other factors which materialize during the Term, the Owner agrees to consider the Manager’s advice and, unless the Manager’s advice is in the Owner’s opinion unreasonable, shall accept the advice and shall cooperate with the Manager in making changes to the Base GFA.
- 4.3 Notwithstanding anything to the contrary contained in this Agreement, the Owner understands and agrees that the Manager does not guarantee or warrant that it will achieve the Base GFA or any Site Plan Approval, and the Manager shall not be liable or responsible if the Site Plan Approval achieved, if any, differs from the Base GFA . For certainty, there shall be no adjustment or reduction in the Development Management Fee if the Base GFA or any Site Plan Approval is not achieved.

### ARTICLE 5 MANAGEMENT

- 5.1 Duties and Powers of the Manager.
- (a) The Owner authorizes the Manager to perform all such acts and things as would normally be performed by a prudent development manager in connection with the development of lands of similar size and type to the Property to achieve the Base GFA , and as the Manager considers necessary or desirable to manage the development of the Property. Provided that:
    - (i) The Manager is authorized to enter into contracts and to incur charges and costs as outlined in the Development Budget, without prior notice to or approval of the Owner.
    - (ii) Where an individual contract, charge or cost is anticipated to differentiate from the Development Budget by more than \$15,000, the Manager shall give the Owner prior written notice of such contract, charge or cost and the resulting increase in the Development Fee. **[NTD: This only relates to project expenses and only in case of an increase of more than 15000 as compared to the Budget. Should not affect the Development Fee]**
  - (b) The Manager shall have primary and exclusive responsibility for the overall development management of the Property; provided, it is understood and agreed that the Services performed by the Manager will be limited to managing the work and services of other

Persons including project managers, consultants, service providers, professionals, brokers, etc. as the case may be. The Owner acknowledges and agrees that the work product of such other Persons will be the responsibility of such Persons and that the Manager is not responsible and does not warrant or guarantee and will not be liable with respect to the other Persons' performance, schedule or work product, other than in respect of the Manager's standard of care applicable to management of such other Persons' work and services.

- (c) The Manager will, at the Owner's cost and expense, make all applications and take all steps and proceedings as may be required or necessary, including, but not limited to, completing an application (including all related municipal and regional zoning, servicing, site plan, and other agreements) for issuance of a building permit by the City of Vaughan to allow construction of at least 75 apartment units on the Property, issuance to be within twenty-four (24) months after receipt of the first staff report from the municipality ("**Building Permit Deadline**") and will keep the Owner fully informed and apprised on request in addition to those reporting obligations under s. 5.2 below. The Owner shall fully cooperate and shall provide timely consents and approvals necessary or required by the Manager. Notwithstanding anything contrary herein, if the Manager does not proceed expeditiously to obtain issuance of this building permit by the Building Permit Deadline, it shall be in Default under this Agreement. Notwithstanding the foregoing, the Owner acknowledges that certain factors outside Manager's control may delay its work beyond the Building Permit Deadline including but not limited to the Force Majeure events as outlined in section 15.4 below. In any such event, the Building Permit Deadline shall be deemed to have been extended by a reasonable amount of time to enable the Manager to complete its obligations in good faith.

## 5.2 Reporting.

- (a) The Manager shall prepare and deliver to the Owner:
  - (i) monthly reports on the progress and status of the Services; and
  - (ii) reports and updates on the Development Budget every two (2) months.

If the Owner requires the Manager to provide additional or more frequent reports or updates, the Owner agrees to pay to the Manager the hourly rate of \$200 per person plus HST for the preparation and delivery of such additional reports or updates, plus Reimbursable Expenses.

- (b) The parties shall meet every two (2) weeks to review the progress and status of the Services. The Owner agrees to pay to the Manager the hourly rate of \$200 per person plus HST for the Manager's attendance at any additional review meetings, plus Reimbursable Expenses.

## 5.3 Owner's Representative.

The Owner and the Manager shall mutually agree upon the selection of a qualified and experienced representative to act on behalf of the Owner and who will be readily available at all times to address any matter whatsoever raised by the Manager under this Agreement. All costs and expenses related to such representative's activities will be the sole cost and expense of the Owner.

## 5.4 Communication with the Owner.

- (a) The Manager shall direct all communications regarding the Services to the Owner through the Owner's representative selected in accordance with Section 5.3, and the Manager is entitled to rely on such representative's instructions and directions without inquiry.
- (b) The Owner shall examine documents and requests submitted by the Manager and shall issue decisions pertaining to such documents and requests promptly to the Manager to

avoid any delays to the Manager's delivery of Services or any delays to the development process. The Manager shall in all respects be entitled to rely on the decisions of the Owner without inquiry.

#### 5.5 Construction Liens.

If any lien is registered against or otherwise affects the Property, the Manager shall notify the Owner of the same and, if so directed by the Owner, shall take such action as may be necessary on behalf of the Owner for the same to be removed and, subject to the directions of the Owner, the Manager shall arrange for legal counsel to defend on behalf of the Owner any proceedings brought in respect thereof and, if so directed and provided necessary funds have been advanced by the Owner, shall pay into court the amount claimed and such costs as the court may direct or post security in lieu thereof (such amounts and costs to be provided by the Owner) and shall register all such documents as may be necessary to discharge such lien from title, or provide such other security in respect of such lien, all of the foregoing subject to the approval of the Owner. The Owner shall reimburse the Manager for all costs and expenses incurred by the Manager, including legal fees and disbursements on a full indemnity basis, in connection with the steps taken pursuant to this Section.

#### 5.6 Ownership of Plans, Purchased Materials and Equipment, and Manager's Work Product.

- (a) Ownership of all working drawings, plans and other documents and all copies thereof and all models with respect to the development of the Property shall be determined by agreement between the Manager and applicable architect, engineer, or consultant, as the case may be.
- (b) All equipment and materials purchased by the Manager and paid for by the Owner shall be and shall become the property of the Owner upon payment to the Manager of all amounts owing for such equipment or materials.
- (c) Provided the Owner has paid all amounts owing to the Manager under this Agreement, all information, data, materials, notes, documents, memoranda or other writing gathered, assembled or prepared by the Manager exclusively for the purposes of performing the Services, but not the copyright owned by any other Person or publicly available, shall be owned by the Owner, and copies of which can be retained by the Manager.

### **ARTICLE 6 BANK ACCOUNT AND EXPENDITURES**

#### 6.1 Bank Account.

- (a) The Manager shall establish a non-interest bearing bank account at one of the five largest Schedule 1 Canadian banks in the name of the Manager (the "**Bank Account**") to be used exclusive for the Project.
- (b) The Manager is hereby authorized, from time to time, to pay from the Bank Account amounts which are provided for in this Agreement, or as are otherwise approved by the Owner.

#### 6.2 Deposits by the Owner.

- (a) The Owner shall deposit to the Bank Account:
  - (i) at the time this Agreement is signed, the sum of \$150,000.00; and
  - (ii) such other amounts as the Manager may request from time to time, which shall be deposited by the Owner within three (3) Business Days of the Manager's delivery of a written request.

#### 6.3 Expenditures.

- (a) If the payments to be made by the Manager in connection with its performance of the Services, including the payment of the Development Costs and Reimbursable Expenses,

at any time exceed or are forecasted to exceed the funds held on deposit in the Bank Account, the Owner shall, at the Manager's request, immediately deposit to the Bank Account sufficient funds to enable the Manager to make such payments. If the Owner fails to timely deposit such funds the Manager shall not be required to expend its own funds and shall have no liability whatsoever, and the Owner waives and releases the Manager from all claims and from any and all consequences whatsoever, arising from the Manager's inability to make the required payments. The Owner shall indemnify and hold the Manager harmless from and against any action, cause of action, suit, claim, demand, cost and expense whatsoever arising from (i) the Manager's failure to make any payments because the funds held on deposit in the Bank Account are insufficient for the Manager to make such payments, or (ii) arising as a result of the Manager becoming liable in respect of any debts, obligations, liabilities, costs or expenses incurred in connection with or on account of the Property in accordance with this Agreement.

- (b) If the Manager, in its sole, absolute and unfettered discretion, advances its own funds in connection with its performance of the Services, including the payment of the Development Costs and Reimbursable Expenses, which the parties acknowledge and agree the Manager has no obligation to do, the Owner shall forthwith fully reimburse the Manager. If the Owner fails to promptly reimburse the Manager for all such amounts, the Owner shall pay to the Manager the following additional amounts:
  - (i) an administration fee equivalent to fifteen percent (15%) of the amounts advanced by the Manager, plus HST where applicable; plus
  - (ii) interest on all amounts advanced by the Manager at an annual interest rate of the Prime Rate plus fifteen percent (15%) from the date of the Manager's request for reimbursement to the date of payment.

## **ARTICLE 7 DEVELOPMENT MANAGEMENT FEE, COSTS AND EXPENSES**

### **7.1 Development Management Fee.**

- (a) In consideration of its performance of the Services the Owner shall pay the Manager the sum of \$600,000.00 plus HST (the "**Development Management Fee**") to be paid as follows:
  - (i) \$75,000.00 plus HST on execution of this Agreement (the "**First Payment**"); and
  - (ii) \$35,000 plus HST monthly commencing on the day that is 60 days after the receipt of the First Payment date until completely paid (the "**Final Payment**").
- (b) The Owner hereby directs and authorizes the Manager to issue payment of the Development Management Fee from the Bank Account.

### **7.2 Payment of Development Costs.**

The Manager will forward to the Owner all charges and invoices received by the Manager on account of the Development Costs. The Owner shall review and shall, within three (3) Business Days of receiving the charges and invoices, advise the Manager which charges and invoices are approved for payment and shall approve the Manager issuing such payments from the Bank Account. In the event Owner does not provide the aforementioned notice within the three (3) Business Days, it is deemed to approve the invoices. The Owner shall indemnify and hold the Manager harmless from and against any action, cause of action, suit, claim, demand, cost and expense whatsoever arising from the Manager's delay or failure to make payments because of the Owner's delay or failure to approve such payments.

### **7.3 Reimbursable Expenses.**

- (a) The Owner shall pay all "out-of-pocket" expenses incurred by the Manager, including all HST paid on such expenses (collectively, "**Reimbursable Expenses**"), in connection

with the performance of the Services, together with a zero percent 0% administration fee (plus applicable HST). Reimbursable Expenses shall include the following:

- (i) travelling expenses of employees of the Manager on matters related to the performance of the Services at a rate of \$0.55 per kilometer, plus applicable taxes, if any; and
  - (ii) all other costs and expenses incurred by the Manager such as the costs of materials and equipment used in or required in connection with the performance of the Services including, without limitation, printing, reproducing and special stationery.
- (b) The Manager shall issue invoices to the Owner for Reimbursable Expenses on a monthly basis, together with such supporting material as may be appropriate. The Owner may pay the Reimbursable Expenses and the applicable administration fee by directing the Manager to issue payment from the Bank Account.

## **ARTICLE 8 BONUS DENSITY**

8.1 The Owner agrees to pay the Bonus Density plus applicable HST to the Manager.

8.2 Capitalized terms used in this Article 8 that are not otherwise defined elsewhere in this Agreement shall have the meanings set out in this Section:

**“Bonus Density”** shall be calculated as follows:

Additional Density (in square feet) multiplied by \$10.00 plus HST per square foot;

provided that if the foregoing formula produces a negative amount, the Bonus Density for such Site Plan Approval shall be deemed to be zero.

8.3 Bonus Density Terms.

- (a) The Owner shall pay to the Manager the Bonus Density within 20 Business Days following the date of such Site Plan Approval.
- (b) No payment or payments on account of Bonus Density shall result in the merger of the Owner’s obligation to make further payments in the event of a subsequent Site Plan Approval.
- (c) Any non-payment by the Owner of amounts owing under the Additional Density shall bear interest from the due date to the date of payment in full at the rate of 15% *per annum* calculated semi-annually not in advance and compounded monthly.
- (d) The obligations under the Bonus Density shall be binding upon the Owner and its successors and assigns. The Owner shall cause each Owner and mortgagee of all or part of the Property to acknowledge the provisions of the Bonus Density and to assume, and to cause each subsequent Owner and mortgagee to agree to assume, the obligations of the Owner under the Bonus Density pursuant to an agreement in writing with the Manager, in form and substance acceptable to the Manager in accordance with the provisions of the Bonus Density; provided that, in the case of a mortgagee, the obligation to make such payments shall arise only when such mortgagee (or any Owner therefrom) is in possession of the Property (or any part thereof).
- (e) The Owner and the Manager agree to accept and be bound by the Bonus Density Value, and shall not dispute or challenge such values.

8.4 Survival.

This Article 8 shall survive the expiry, completion or termination of this Agreement.

**ARTICLE 9**  
**PHASE II SERVICES AND ADJUSTMENT TO MANAGER'S COMPENSATION**

- 9.1 As soon as possible after signing this Agreement, the Owner and the Manager will engage in negotiations toward a contract for Phase II Services.
- 9.2 If the Owner and Manager enter into a contract for Phase II Services before the Site Plan Approval Date or before earlier completion or termination of this Agreement, then, there shall be no adjustment to the Development Management Fee or the Bonus Density paid or payable to the Manager under this Agreement.
- 9.3 This Article 9 shall survive the expiry, completion or termination of this Agreement.

**ARTICLE 10**  
**COVENANTS**

10.1 No Deductions.

The Owner shall pay all amounts due and owing to the Manager under this Agreement without any reduction, setoff or deduction.

10.2 Equitable Interest and Charge Against Owner's Interest in the Property.

In consideration of the Manager's performance of the Services and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged by the Owner, the Owner hereby irrevocably covenants and agrees that the Development Management Fee and the Bonus Density shall and do form an equitable interest in favour of the Manager as against the Owner's interest and/or equity in the Property, and the Owner shall pay to the Manager the Development Management Fee and the Bonus Density when due, and until paid such Development Management Fee shall bear interest, calculated monthly from the date on which payment was due under this Agreement until the date paid, at a rate of fifteen percent (15%) per annum, and shall constitute a lien and charge against the Owner's interest/equity in the Property, and where the Owner borrows money to pay the Manager, this borrowed money shall be held in trust by the Owner for the benefit of and shall be the property of the Manager.

10.3 Security.

In consideration of the Manager's performance of the Services, and other good and valuable consideration, the receipt of sufficiency of which is hereby irrevocably acknowledged by the Owner, the Owner covenants and agrees that as security for the payment to the Manager of the Development Management Fee and the Bonus Density Fee, the Owner shall, forthwith upon signing this Agreement, apply to the Land Registrar for the Land Titles Division of the Land Registry Office in which title to the Property is registered, for registration of a restriction under Section 118 of the *Land Titles Act* (Ontario) (the "**Restriction**") to the effect that no transfer shall be made or any charge or mortgage created in respect of all or any part of the Property unless the consent of the Manager is given to the proposed transfer or to the creation of such charge of the Property. Such Restriction shall be prepared and registered by the Owner's solicitors, at the cost of the Owner, in a form acceptable to the Manager's solicitors, acting reasonably. The Manager covenants and agrees that upon payment in full to the Manager of the Development Management Fee and the Bonus Density (in each case together with any accrued interest thereon as provided for in Section 10.2), the Manager shall upon written request of the Owner provide a registerable release or consent to the withdrawal of such registered Restriction at no cost to the Owner. Indemnity by Owner.

10.4 Indemnity

The Owner shall indemnify and save the Manager harmless from and against any action, cause of action, suit, claim, demand, charge, cost, loss or expense whatsoever related to, arising from or in connection with the performance by the Manager of any and all of its obligations under this Agreement including, without limitation, any claims arising out of the Owner's failure to pay or approve for payment amounts

required by this Agreement and any damage or injury whatsoever to any employee or other Person or any property or other assets of the Owner arising out of the use, administration or control of the Property, and such indemnity shall extend to environmental matters.

#### 10.5 Waiver of Claims.

As of the completion or earlier termination of this Agreement, the Owner waives and releases the Manager from all claims which the Owner has or reasonably ought to have knowledge of that could be advanced against the Manager arising from the Manager's performance of the Services, including without limitation those arising from the negligent acts or omissions of the Manager, except those for which notice in writing has been received by the Manager before the completion or earlier termination of this Agreement.

#### 10.6 Confidentiality.

All information received by the parties pursuant to this Agreement including, without limitation, in the case of the Owner, copies or details of contracts, shall not be disclosed to any other Person except with the consent of the other parties or except as required by Applicable Law or in connection with any financing obtained in connection with the Property.

#### 10.7 Owner Information.

The Owner shall provide full information regarding the Property including surveys and reports, and the Manager shall be entitled to rely on all such information provided by or on behalf of the Owner. The Manager shall not be responsible or liable for any claim based upon or resulting from any erroneous or incomplete data or information provided by the Owner or made available to the Manager in connection with this Agreement.

#### 10.8 Limit of Liability.

- (a) The Manager shall not be liable for any incidental, special, punitive, exemplary, indirect or consequential damages of any kind, including loss of profit, loss of anticipated profit, loss of income, loss of value, loss of use, or loss of opportunity.
- (b) The Owner further agrees that the total cumulative liability of the Manager for all costs, damages or losses of any kind, in law or in equity, whether based in tort, negligence, contract, warranty, strict liability or otherwise arising from or relating to this Agreement or the performance of the Services, shall not be greater than the aggregate amount of the Development Management Fee paid by the Owner.

#### 10.9 This Article 10 shall survive the expiry, completion or termination of this Agreement.

### **ARTICLE 11 TERMINATION**

11.1 If at any time a Default has occurred and is continuing, Cacoeli Jane Teston LP ("**Cacoeli**") shall give written notice to the Manager describing the Default in reasonable detail (the "**Default Notice**"). If the Manager disputes the existence of a Default or the Manager and Cacoeli are unable to agree on how such Default is to be cured ("**Default Dispute**"), then the Parties shall resolve the Default Dispute in accordance with Article 13. If the Default Dispute is not resolved in accordance with Article 13 or the Manager does not cure the Default within such sixty (60) day period (or such other timeframe as agreed upon), then Cacoeli may immediately terminate this Agreement by written notice to the Manager stating that this Agreement is terminated.

#### 11.2 If at any time:

- (a) the Owner fails to make any payment to which the Manager is entitled under this Agreement;
- (b) the Owner fails to deposit required or requested funds to the Bank Account;

- (c) the Owner fails to approve contracts, charges, invoices, payments or fails to do any other matter or thing required by the Manager in connection with its performance of the Services;
- (d) the Owner breaches any term of this Agreement;
- (e) the Owner interferes with or impedes the Manager's ability to deliver the Services;
- (f) the Owner fails or refuses to comply with Section 4.2;
- (g) the Owner fails to give such directions, instructions, documents or information as may properly be requested or required by the Manager for the performance of the Services; or
- (h) there is an Event of Insolvency by or of the Owner,

the Manager may give notice to the Owner describing in reasonable detail the matter complained of and if, within fifteen (15) days following receipt of the notice the matter complained of is not cured, the Manager may terminate this Agreement by written notice to the Owner stating that this Agreement is terminated and the reasons therefor. Such termination shall be effective as and from the date which is fifteen (15) days after the date such notice is given to the Owner.

11.3 Upon termination of this Agreement the Owner:

- (a) shall assume all contracts that may have been entered into by the Manager as permitted under this Agreement relating to the Services and shall indemnify the Manager against any liability by reason of anything done or required to be done under any such contracts after termination of this Agreement; and
- (b) shall pay and indemnify the Manager for all approved expenses and costs, including all salaries, services, materials and supplies, incurred or ordered by the Manager in connection with the performance of the Services which have not been paid for by the Manager and reimbursed at the time of termination of this Agreement;
- (c) shall compensate, pay and indemnify the Manager for all claims, costs and damages incurred and suffered by the Manager as a result of the termination including, without limitation, claims, costs and damages incurred, claimed and charged by consultants and others engaged in connection with the Services;
- (d) shall compensate, pay and indemnify the Manager for all consequential losses and damages, including damages for loss of profit and loss of opportunity.

11.4 Any termination of this Agreement shall terminate all rights and obligations under this Agreement except those relating to amounts owing by the Owner to the Manager, or relating to remedies in respect of any defaults under this Agreement, and except as otherwise provided in this Agreement

11.5 Notwithstanding anything contrary herein, if this Agreement is terminated in accordance with Section 11.1, or upon occurrence of a Deadlock between Cacoeli and STREET BLOCK PARTNERS INC. ("Street Block") pursuant to the Ownership Sharing Agreement, Cacoeli may immediately terminate this Agreement on written notice to the Manager without consent of Street Block. If Cacoeli terminates this Agreement in accordance with this Section 11.5, then the following shall apply:

- (a) In the event the date of the termination is before receipt of the first staff report from the Municipality, then the Manager shall not receive any portion of the Development Management Fee or Bonus Density Fee due and payable after the termination date.
- (b) In the event the date of termination is after the receipt of the first staff report, then the Manager shall receive the Development Management Fee and the Bonus Density in their entirety without any deduction.

**ARTICLE 12  
OWNER'S INSURANCE**

- 12.1 At all times during the term of this Agreement the Owner shall, at a minimum, maintain in full force and effect, at the Owner's own expense, insurance policies issued by a national insurance company of the types that would be maintained by a prudent owner of property such as the Property.
- 12.2 Within five (5) Business Days of signing this Agreement, the Owner shall furnish certificates of insurance evidencing the insurance required to be carried pursuant to Section 12.1 and naming the Manager as an additional insured. The certificates must be signed by an authorized representative of the Owner's insurance carrier and must state that no cancellation of insurance will be effected without thirty (30) days' advance notice to the Manager. If "claims made" policies are used, the Owner shall maintain such policies for at least five years after the expiration of the Term.
- 12.3 The provisions of this Article 12 shall survive termination of this Agreement.

**ARTICLE 13  
DISPUTE RESOLUTION**

- 13.1 If a dispute arises between the parties concerning this Agreement the parties agree:
- (a) to first make good faith efforts to resolve the dispute by amicable negotiations conducted by senior representatives of the parties for a period of up to 14 Business Days, having such written and oral communications and meetings as appropriate;
  - (b) if the dispute is not resolved through negotiations, the parties shall refer the dispute to non-binding mediation in accordance with the terms and conditions of the Commercial Mediation Act of Ontario as amended. The mediator shall be chosen mutually by the Parties or their accountants or, in default of such agreement, such mediator shall be appointed by a Judge of the Superior Court. Unless otherwise agreed to by the Parties, the mediation shall be held in the City of Toronto and the cost of the mediation shall be paid equally by the Parties.
  - (c) if the dispute has not been resolved through negotiations or mediation, either party may refer the dispute to final binding arbitration as herein provided. There shall be appointed a single arbitrator mutually agreeable to the parties within ten (10) days after receipt of notice from the party seeking such arbitration, failing which, such arbitrator shall be appointed by a Judge of the Supreme Court of Ontario upon the application of either party and the said Judge of the Supreme Court of Ontario shall be entitled to act as such arbitrator if he so desires. Said arbitration proceeding shall be governed by The Arbitrations Act (Ontario) except as to arbitrator's fees which shall be mutually agreed upon by the parties or failing such agreement, as fixed such agreement, as fixed by the said Judge of the Supreme Court of Ontario. The decision arrived at by the board of arbitration, however constituted, shall be binding and conclusive on all parties in interest and no appeal shall lie therefrom. All costs and charges incurred in connection with any such arbitration shall be borne and paid equally by the parties; and
  - (d) The parties agree that there shall be no appeal from the arbitrator's award.

**ARTICLE 14  
NOTICES**

- 14.1 All notices or other communications required or permitted to be given by a party shall be in writing and shall be addressed to the recipient at the address set out below.

If to the Owner: CACOELI JANE TESTON LP

4936 Yonge Street, Suite 249,  
Toronto, ON, M2N 6S3  
Attention: Jedidiah Liu  
Email: [jed@cacoeli.com](mailto:jed@cacoeli.com)

and

STREET BLOCK PARTNERS INC.  
1899 Leslie Street,  
Toronto, Ontario, M3B-2M3  
Attention: Majid Tavakoli  
Email: [majid@terrabona.ca](mailto:majid@terrabona.ca)

If to the Manager: TERRA BONA DEVELOPMENTS LTD.  
1899 Leslie Street,  
Toronto, Ontario, M3B-2M3  
Attention: Majid Tavakoli  
Email: [majid@terrabona.ca](mailto:majid@terrabona.ca)

- 14.2 Notices or other communications shall be given by personal delivery, prepaid first class mail, or by fax or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 14.3 Notices or other communications shall be deemed to have been received:
- (a) if sent by fax or other form of electronic communication, on the date of transmission, provided that where the communication is received after 4:00pm (as recorded by the recipient) or on a day that is not a business day, such communication shall be deemed to have been received at 9:00am on the next Business Day;
  - (b) if sent by personal delivery, on the date of receipt;
  - (c) if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication shall be delivered or transmitted by personal delivery or by fax or other form of electronic communication.
- 14.4 Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Article 14.

## **ARTICLE 15 GENERAL**

### 15.1 Manager an Independent Contractor.

Nothing in this Agreement shall be construed to create or shall constitute a partnership between the Owner and the Manager. The duties to be performed and the obligations assumed by the Manager under this Agreement shall be performed and assumed by it as an independent contractor and not as agent or in any other way as a representative of the Owner. Save as expressly provided in this Agreement, neither the Owner nor the Manager has any authority to act for the other or to incur any obligation on behalf of the other.

#### 15.2 Waiver.

- (a) No failure by a party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy arising as a result of the breach of this Agreement, and no acceptance of any amount while such breach is continuing, shall constitute a waiver of such provision or breach. No consent or waiver, express or implied, by a party to or of any default by a party in the performance of its obligations under this Agreement shall be effective unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other default.
- (b) Failure or delay in enforcing any right or remedy available under this Agreement will not be construed to be a waiver of the right or remedy.

#### 15.3 Amendments.

This Agreement may not be modified or amended except with the written consent of the parties.

#### 15.4 Force Majeure.

Each party will not be responsible if and to the extent that its performance of any of its obligations under this Agreement is prevented, hindered or delayed directly or indirectly by any cause or event beyond its reasonable control (which shall be irrefutably deemed to include, pandemic, governmental orders, regulations, or directives, strikes, lockouts and other labour disturbances whether or not beyond its reasonable control), and with respect to the Manager, matters involving the expenditure of funds which are not made available by the Owner, material changes in Applicable Law, the unavailability of supplies or labour, the defaults of other persons not under the control of the Manager (whether or not their obligations are referred to in this Agreement), or the failure of any government or other official or department to issue any required Permit, consent, licence or other approval, provided that the Manager uses all reasonable and its best efforts to obtain any such Permit, consent, licence or approval.

#### 15.5 Further Assurance.

The parties will, from time to time, at the request of either of them, sign and deliver such instruments or other documents and take such other action as may be reasonably necessary or desirable to accomplish the purpose of this Agreement.

#### 15.6 Entire Agreement.

This Agreement is intended to constitute 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 the parties.

#### 15.7 Survival.

The provisions of this Agreement requiring performance or fulfillment after the completion or earlier termination of this Agreement and any other provisions, the nature and intent of which is to survive the completion or earlier termination of this Agreement, including this Section, shall survive the completion or earlier termination of this Agreement, along with such other provisions as are necessary for the interpretation thereof.

#### 15.8 Assignment.

- (a) The Owner shall not assign or transfer its rights, interest or obligations under this Agreement or any part thereof.
- (b) The Manager shall have the unrestricted right to assign or transfer, at any time, its rights, interest and obligations under this Agreement without the Owner's consent.

#### 15.9 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

15.10 No Contra Proferentem.

This Agreement has been negotiated and approved by the parties with the assistance of their legal counsel and/or the parties confirm they have had reasonable opportunity to consult with legal counsel. Notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty in this Agreement will not be construed against a party by reason of the authorship of any of the provisions of this Agreement.

15.11 Severability.

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

15.12 Governing Law.

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.


15.13 Counterparts.

This Agreement may be signed in several counterparts, each of which when so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Agreement or counterparts may be signed and delivered by fax or in a pdf or other common electronic format by e-mail, and the parties adopt any signatures provided or received by such transmission as original signatures of the applicable party or parties.

***[signature page follows]***

**IN WITNESS WHEREOF** the parties have duly signed this Agreement as of the Effective Date.

**CACOELI JANE TESTON LP, by its general partner, \*\*\***

Per:   
Name: Jedidiah Liu  
Title: Director

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*We have authority to bind the Corporation*

**STREET BLOCK PARTNERS INC.**

Per:   
Name: Majid Tavakoli  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*We have authority to bind the Corporation*

**TERRA BONA DEVELOPMENTS LTD.**

Per:   
Name: Majid Tavakoli  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*We have authority to bind the Corporation*

# SCHEDULE A

## LEGAL DESCRIPTION OF THE PROPERTY

**10819 Jane St, Vaughan, L6A1S1**

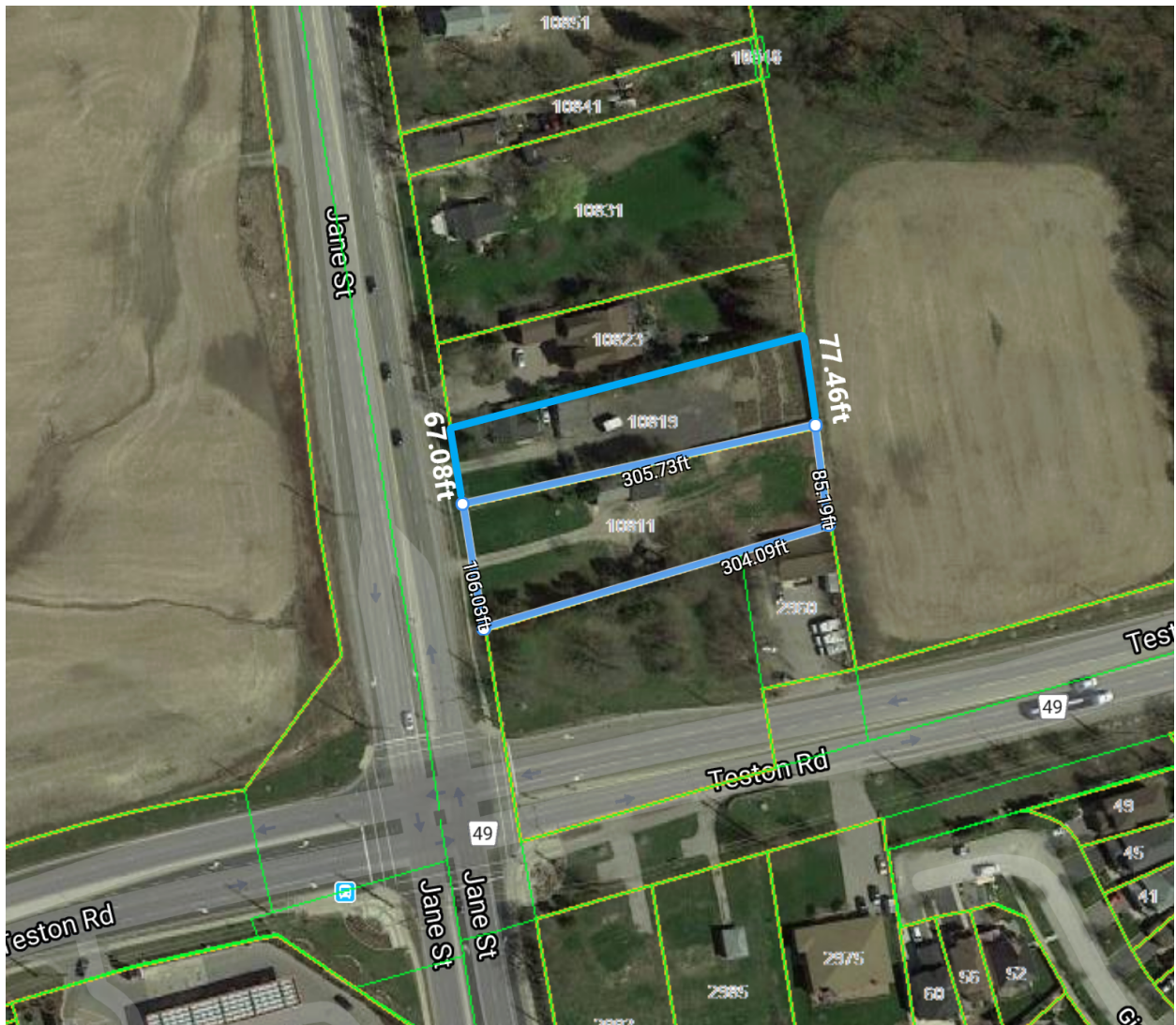
PIN: 033440072

PT LT 26 CON 4 VAUGHAN AS IN R380165 ; VAUGHAN

**10811 Jane St, Vaughan, L6A1S1**

PIN: 033440073

PT LT 26 CON 4 VAUGHAN AS IN R650675 ; VAUGHAN



## **SCHEDULE B**

### **SERVICES**

The Manager shall supervise and direct various consultants and professionals to fulfill its obligations under this Agreement including, without limitation, the following:

1. Development Budget. Prepare the Development Budget for approval by the Owner. The Manager's obligations with respect to the Development Budget are not intended to imply liability on the part of the Manager for cost overruns. The Manager shall prepare and submit to the Owner an updated Development Budget at such times as may be deemed necessary or appropriate by the Manager or the Owner.
2. Consultants. Identify and select a team of consultants and enter into contracts with members of the team of consultants for the development of the Property, and direct all consultants and professional services or otherwise regarding the development of the Property.
3. Environmental Investigations. Identify and select consultants and enter into contracts with consultants to undertake such environmental investigations and to prepare such reports as may be necessary or required.
4. Negotiations with Authorities Having Jurisdiction. Negotiate with municipal, provincial and federal authorities, agencies, boards, commissions and utilities respecting the development of the Property and manage the procurement of all required municipal, governmental, statutory or other consents, licences, approvals and Permits necessary for Site Plan Approval.
5. Approvals. In consultation with the Owner, make and pursue or cause to be made or pursued applications for such consents, licences, Permits and applicable approvals, including planning, zoning, minor variances, consents to sever, plans of subdivision, plans of condominium, official plan amendments, lifting of part-lot control, and site plan approvals necessary for Site Plan Approval, including preparing or causing to be prepared all necessary studies and reports including any required proposed site plan.
6. Reports. Direct the preparation of all reports, studies and financial projections as may be required by any authority having jurisdiction.

# **APPENDIX "E"**

OFFICE #65

03344-0073 (LT)

ON 2024/01/31 AT 14:27:38

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

PROPERTY DESCRIPTION: PT LT 26 CON 4 VAUGHAN AS IN R650675 ; VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 03344-0164

FIN CREATION DATE:

1998/12/18

OWNERS' NAMES

CACOELI TERRA VAUGHAN LTD.

CAPACITY SHARE

TRST

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN** **WAS REPLACED WITH THE "FIN CREATION DATE" OF 1998/12/18** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/18 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 1998/12/21 ** NOTE: THE MO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R650675	1994/11/18	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	PAGLIUSO, FRANCA	
YR2818857	2018/04/23	TRANSFER		*** COMPLETELY DELETED *** PAGLIUSO, FRANCA	NIIC INC.	
REMARKS: PLANNING ACT STATEMENTS.						
YR3068634	2020/02/19	CHARGE		*** COMPLETELY DELETED *** NIIC INC. 7108191SA LTD.	11889796 CANADA INC.	
YR3106708	2020/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** 11889796 CANADA INC.		
REMARKS: YR3068634.						

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

OFFICE #65

03344-0073 (LT)

ON 2024/01/31 AT 14:27:38

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3106709	2020/06/08	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$2,744,000	NIIC INC.	CACOELI TERRA VAUGHAN LTD.	C
YR3106711	2020/06/08	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	ALLEGHE MORTGAGE FUND LTD.	
YR3106712	2020/06/08	NO ASSGN RENT GEN REMARKS: YR3106711.		*** COMPLETELY DELETED *** CACOELI VAUGHAN TERRA LTD.	ALLEGHE MORTGAGE FUND LTD.	
YR3184506	2020/12/17	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	ALLEGHE MORTGAGE FUND LTD. 8572976 CANADA LTD.	
YR3261443	2021/06/04	DISCH OF CHARGE REMARKS: YR3184506.		*** COMPLETELY DELETED *** ALLEGHE MORTGAGE FUND LTD. 8572976 CANADA LTD.		
YR3289786	2021/07/29	CHARGE	\$3,450,000	CACOELI TERRA VAUGHAN LTD.	VANCITY COMMUNITY INVESTMENT BANK	C
YR3289787	2021/07/29	NO ASSGN RENT GEN REMARKS: YR3289786		CACOELI TERRA VAUGHAN LTD.	VANCITY COMMUNITY INVESTMENT BANK	C
YR3291260	2021/07/30	DISCH OF CHARGE REMARKS: YR3106711.		*** COMPLETELY DELETED *** ALLEGHE MORTGAGE FUND LTD.		
YR3408440	2022/04/12	RESTRICTION-LAND REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF TERRA BONA DEVELOPMENTS LTD.		CACOELI TERRA VAUGHAN LTD.		C
YR3470553	2022/08/29	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	MAPLEVIEW PEAR TREE INC.	
YR3618681	2023/11/16	CONSTRUCTION LIEN	\$1,779,961	TERRA BONA DEVELOPMENTS LTD.		C
YR3625508	2023/11/30	DISCH OF CHARGE REMARKS: YR3470553.		*** COMPLETELY DELETED *** MAPLEVIEW PEAR TREE INC.		

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



OFFICE #65

03344-0072 (LT)

ON 2024/01/31 AT 14:28:31

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

PROPERTY DESCRIPTION: PT LT 26 CON 4 VAUGHAN AS IN R380165 ; VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
 FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:  
 RE-ENTRY FROM 03344-0163

FIN CREATION DATE:  
 1998/12/18

OWNERS' NAMES  
 CACOELI TERRA VAUGHAN LTD.

CAPACITY SHARE  
 TRST

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN** **WAS REPLACED WITH THE "FIN CREATION DATE" OF 1998/12/18** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/18 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 1998/12/21 ** NOTE: THE MO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R380165	1985/10/03	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	NIELSEN, HELMER ARNE	
R380166	1985/10/03	CHARGE		*** COMPLETELY DELETED ***	THE ROYAL BANK OF CANADA	
YR122441	2002/03/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: R380166						
YR135665	2002/04/25	TRANSFER		*** COMPLETELY DELETED *** NIELSEN, HELMER ARNE	MATERA, DOMENIC ALONZI, CELESTINA DE MASI, MARIA	

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

OFFICE #65

03344-0072 (LT)

ON 2024/01/31 AT 14:28:31

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR135666	2002/04/25	CHARGE		*** COMPLETELY DELETED *** MATERA, DOMENIC ALONZI, CELESTINA DE MASI, MARIA ALONZI, LORETA	ALONZI, LORETA  NIELSEN, HELMER ARNE	
YR989348	2007/05/24	CHARGE		*** COMPLETELY DELETED *** ALONZI, CELESTINA ALONZI, LORETA DE MASI, MARIA MATERA, DOMENIC	PEOPLES TRUST COMPANY	
YR990384	2007/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** NIELSEN, HELMER ARNE		
		REMARKS: RE: YR135666				
YR1703029	2011/08/26	CHARGE		*** COMPLETELY DELETED *** ALONZI, CELESTINA ALONZI, LORETA DE MASI, MARIA MATERA, DOMENIC	527540 ONTARIO LTD.	
YR1718249	2011/09/27	NO SEC INTEREST		*** COMPLETELY DELETED *** SNAP FINANCIAL CORPORATION		
		REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2014/01/30 AT 08:16 BY MUDIE, MICHELE.				
YR1742421	2011/11/14	NO SEC INTEREST		*** COMPLETELY DELETED *** MOREENERGY SERVICES INC.		
YR2080636	2014/01/06	TRANSFER		*** COMPLETELY DELETED *** ALONZI, CELESTINA ALONZI, LORETA DE MASI, MARIA MATERA, DOMENIC	SICILIAN WINES & SPIRITS INC.	
		REMARKS: PLANNING ACT STATEMENTS.				
YR2081190	2014/01/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** 527540 ONTARIO LTD.		
		REMARKS: YR1703029.				
YR2084454	2014/01/16	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		

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

OFFICE #65

03344-0072 (LT)

ON 2024/01/31 AT 14:28:31

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2085009	2014/01/17	DISCHARGE INTEREST		SNAP FINANCIAL CORPORATION *** COMPLETELY DELETED *** SNAP FINANCIAL CORPORATION		
YR2174240	2014/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PEOPLES TRUST COMPANY		
YR2822218	2018/05/01	TRANSFER		*** COMPLETELY DELETED *** SICILIAN WINES & SPIRITS INC.	710819ISA LTD.	
YR2823837	2018/05/04	DISCHARGE INTEREST		*** COMPLETELY DELETED *** MOREENERGY SERVICES INC.		
YR3068634	2020/02/19	CHARGE		*** COMPLETELY DELETED *** NIIC INC. 710819ISA LTD.	11889796 CANADA INC.	
YR3106708	2020/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** 11889796 CANADA INC.		
YR3106710	2020/06/08	TRANSFER	\$2,156,000	710819ISA LTD.	CACOELI TERRA VAUGHAN LTD.	C
YR3106711	2020/06/08	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	ALLEGHE MORTGAGE FUND LTD.	
YR3106712	2020/06/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CACOELI VAUGHAN TERRA LTD.	ALLEGHE MORTGAGE FUND LTD.	
YR3184506	2020/12/17	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	ALLEGHE MORTGAGE FUND LTD. 8572976 CANADA LTD.	
YR3261443	2021/06/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALLEGHE MORTGAGE FUND LTD.		

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

OFFICE #65

03344-0072 (LT)

ON 2024/01/31 AT 14:28:31

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR3184506.		8572976 CANADA LTD.		
YR3289786	2021/07/29	CHARGE	\$3,450,000	CACOELI TERRA VAUGHAN LTD.	VANCITY COMMUNITY INVESTMENT BANK	C
YR3289787	2021/07/29	NO ASSGN RENT GEN		CACOELI TERRA VAUGHAN LTD.	VANCITY COMMUNITY INVESTMENT BANK	C
		REMARKS: YR3289786				
YR3291260	2021/07/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALLEGHE MORTGAGE FUND LTD.		
		REMARKS: YR3106711.				
YR3408440	2022/04/12	RESTRICTION-LAND		CACOELI TERRA VAUGHAN LTD.		C
		REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF TERRA BONA DEVELOPMENTS LTD.				
YR3470553	2022/08/29	CHARGE		*** COMPLETELY DELETED *** CACOELI TERRA VAUGHAN LTD.	MAPLEVIEW PEAR TREE INC.	
YR3618681	2023/11/16	CONSTRUCTION LIEN	\$1,779,961	TERRA BONA DEVELOPMENTS LTD.		C
YR3625508	2023/11/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** MAPLEVIEW PEAR TREE INC.		
		REMARKS: YR3470553.				

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

# APPENDIX "F"

Timothy Dunn  
D: 416-597-4880 F: 416-593-5148  
TDunn@blaney.com

September 25, 2024

VIA EMAIL ([dmichaud@robapp.com](mailto:dmichaud@robapp.com))

**ROBINS APPLEBY LLP**  
120 Adelaide Street West  
Suite 2600  
Toronto, Ontario  
M5H 1T1

**Attention: Dominique Michaud**

Dear Sirs:

**Re: Terra Bona Developments Ltd. (“Terra Bona”) - Receivership of Cacoeli Terra Vaughan Ltd. (“Cacoeli”) - 10811-10819 Jane Street, Vaughan (the “Jane Property”)**

Further to our recent telephone discussion, we confirm that we have been retained to act on behalf of Terra Bona in connection with this matter.

In reviewing various of the documents that have been executed by Cacoeli in favour of Terra Bona, it has come to our attention that Cacoeli granted Terra Bona an interest in the land that comprises the Jane Property.

Moreover, this interest in land was disclosed to Vancity Community Investment Bank (“**Vancity**”) prior to any loan advances being made by Vancity to Cacoeli.

Specifically, subsection 10.3 of the Development Management Agreement made with effect as of May 29, 2020, between Cacoeli and Terra Bona provides, among other things, that ***“no transfer shall be made or any charge or mortgage created in respect of all or any part of the Property [the Jane Property] unless the consent of the Manager [Terra Bona] is given to the proposed transfer or the creation of such charge of the Property”.*** [Emphasis Added]

Our client is not aware of any consent being given to Vancity that would waive or otherwise vitiate its restrictive covenant respecting the sale of the Jane Property. Indeed, the restrictive covenant was registered on title to the Jane Property and remains registered as of today.

Terra Bona is willing to work cooperatively with BDO Canada Limited, in its capacity as court-appointed receiver of Cacoeli (the “**Receiver**”) to ensure that the interests of all stakeholders are protected and that recoveries are maximized but it cannot permit the Receiver to disregard its

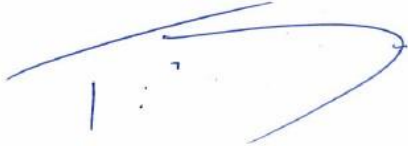
interest in the Jane Property by pursuing a marketing and sale of the Jane Property without an opportunity for Terra Bona to have its concerns addressed.

Accordingly, at this time, we have instructions to oppose any sale that the Receiver proposes to enter into with a third party purchaser.

Please give me a call to discuss.

Yours very truly,

**Blaney McMurtry LLP**

A handwritten signature in blue ink, appearing to read 'Timothy Dunn', is written over a faint, light blue circular stamp or watermark.

Timothy Dunn  
TRD/vh

Cc: Majid Tavakoli  
Cc: David Ullmann  
Cc: Anisha Samat

# **APPENDIX "G"**

Cerrato, Gary

---

From: Dominique Michaud <dmichaud@robapp.com>  
Sent: Thursday, September 26, 2024 3:57 PM  
To: Timothy Dunn  
Cc: David T. Ullmann; Anisha Samat; Parisi, Josie; Cerrato, Gary  
Subject: [EXT] RE: Terra Bona  
Attachments: Letter to D. Michaud.pdf

Tim:

Unfortunately it doesn't look like we will connect in person today so I have sent you this short note.

We have reviewed your letter and the relevant law on point and do not agree with your position. Specifically I note the following :

1. Section 10.3 is in respect of security for amounts owed to your client under the Development Management Agreement (the "**DMA**"). This is the type of interest in land that is in respect of a fixed sum of money that is extinguished when the monetary obligation is fulfilled. This would be properly vested out in pursuant to a Vesting Order, similar to mortgage or a lien.
2. The DMA was registered on title after the Vancity mortgage was registered and was fully advanced.
3. The property is being sold by the Receiver and not the debtor.
4. Mr. Tavakoli consented applied and consented to the registration of the Vancity mortgage in his capacity as President of Street Block Partners
5. Terra Bona Developments has registered a lien in respect of allegedly unpaid amounts owing to it that are subject to the security interest in section 10.3 of the DMA.

In short, we understand that your client may choose to oppose the approval of a sale of the property on the basis set out in your letter and the Receiver is prepared to deal with that argument if and when it arises. In the circumstances, the Receiver is not prepared to interrupt/ delay the ongoing sales process and intends to move forward and deal with the offers received to date at this stage. Should your client intend to make an offer we encourage it to do so now.

Lastly, I will provide the debt and receiver fee estimate once I receive this information.

Please let em know if you want to connect to discuss tomorrow.

Dom



**Dominique Michaud**

Partner

T. 416.360.3795

E. [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

**ROBINS APPLEBY**

BARRISTERS + SOLICITORS

---

From: Timothy Dunn <TDunn@blaney.com>  
Sent: Thursday, September 26, 2024 10:20 AM  
To: Dominique Michaud <dmichaud@robapp.com>  
Cc: David T. Ullmann <DUllmann@blaney.com>; Anisha Samat <ASamat@blaney.com>  
Subject: RE: Terra Bona

**CAUTION: External e-mail.**

Morning Dom, the best place to start respecting a review of the case law dealing with the placement of fetters on a receiver's ability to seek a vesting out of an interest in land is the Ontario Court of Appeal decision in Third Eye Capital and the subsequent case law that flowed from that decision. The body of case law is quite robust.

Would you please provide a payout statement from Vancity and a current amount for the receivership costs to date.

As previously indicated, our client is more than willing to work with the receiver to arrive at a result that will permit the receiver to discharge its duties while also preserving the legal entitlements of our client.

I am tied up today until mid-afternoon but happy to chat with you about the foregoing.

Thanks, Tim.

Timothy Dunn  
Partner

[tdunn@blaney.com](mailto:tdunn@blaney.com)

☎ 416-597-4880 | ☎ 416-593-5148

---

From: Dominique Michaud <dmichaud@robapp.com>  
Sent: Wednesday, September 25, 2024 5:31 PM  
To: Timothy Dunn <TDunn@blaney.com>  
Cc: [majid@terrabona.ca](mailto:majid@terrabona.ca); David T. Ullmann <DUllmann@blaney.com>; Anisha Samat <ASamat@blaney.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>  
Subject: RE: Terra Bona

Tim:

Thanks for the note. I will discuss with the Receiver and get instructions. As discussed during our call this afternoon, in the interim, can you please forward me the law that you rely upon for the position that the Receiver will/should be unable to obtain an AVO that would vest out Terra Bona's alleged interest in the property.

As we indicated to you, the Receiver is under time constraints and will be making a decision on how to proceed very soon. The above requested information would be very helpful to assist in this decision making process.

Dom



**Dominique Michaud**

Partner

T. 416.360.3795

E. [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

**ROBINS APPLEBY**

BARRISTERS + SOLICITORS

---

From: Timothy Dunn <[TDunn@blaney.com](mailto:TDunn@blaney.com)>  
Sent: Wednesday, September 25, 2024 2:43 PM  
To: Dominique Michaud <[dmichaud@robapp.com](mailto:dmichaud@robapp.com)>  
Cc: [majid@terrabona.ca](mailto:majid@terrabona.ca); David T. Ullmann <[DUllmann@blaney.com](mailto:DUllmann@blaney.com)>; Anisha Samat <[ASamat@blaney.com](mailto:ASamat@blaney.com)>  
Subject: Terra Bona

**CAUTION: External e-mail.**

Please see attached letter from Timothy Dunn.

Blaney  
McMurtry LLP 2 Queen Street East | Suite 1500  
Toronto, Ontario M5C 3G5

---

Vita Hurley  
Legal Assistant to Timothy Dunn & Boris Zayachkowski

[vhurley@blaney.com](mailto:vhurley@blaney.com)

☎ 416-593-1221 ext. 2311

🌐 [Blaney.com](http://Blaney.com)



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# APPENDIX "H"

Cerrato, Gary

---

From: Mark Lathem <mlathem@slgcanada.com>  
Sent: Wednesday, October 23, 2024 6:35 PM  
To: Dominique Michaud  
Cc: TDunn@blaney.com; David T. Ullmann; Parisi, Josie; Cerrato, Gary; Ladislav Kovac  
Subject: [EXT] RE: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited

Some people who received this message don't often get email from mlathem@slgcanada.com. [Learn why this is important](#)

Hi Dominique,

I have spoken to the client to obtain instructions on this matter and the client has advised me that unfortunately the client investor group committed to another deal this past week, and the client cannot proceed with the APS, at this point with the proposed time line.

Kind regards,

**Mark K. Lathem, J.D.**  
**Senior Commercial Real Estate Solicitor**  
[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)

**STEINER LAW  
GROUP LLP**

1000 Finch Avenue West, Suite 800  
Toronto, Ontario M3J 2V5  
T: (416) 590-1350 ext. 131  
F: (416) 590-1349

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---

From: Dominique Michaud <dmichaud@robapp.com>  
Sent: October 23, 2024 4:56 PM  
To: Mark Lathem <mlathem@slgcanada.com>  
Cc: TDunn@blaney.com; David T. Ullmann <DUllmann@blaney.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Ladislav Kovac <lkovac@robapp.com>  
Subject: Re: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited

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Do you have any feedback? Are we now able to finalize APS?  
Sent from my iPhone

On Oct 21, 2024, at 5:09 PM, Mark Lathem <[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)> wrote:

**CAUTION:** External e-mail.

Hi Dom,

Receipt acknowledged. I will probably circle back to you tomorrow on this, I am the middle of something.

Kind regards,

**Mark K. Lathem, J.D.**  
**Senior Commercial Real Estate Solicitor**  
[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)

**STEINER LAW  
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---

From: Dominique Michaud <[dmichaud@robapp.com](mailto:dmichaud@robapp.com)>  
Sent: October 21, 2024 4:57 PM  
To: Mark Lathem <[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)>  
Cc: [TDunn@blaney.com](mailto:TDunn@blaney.com); David T. Ullmann <[DUllmann@blaney.com](mailto:DUllmann@blaney.com)>; Parisi, Josie <[JParisi@bdo.ca](mailto:JParisi@bdo.ca)>; Cerrato, Gary <[gcerrato@bdo.ca](mailto:gcerrato@bdo.ca)>; Ladislav Kovac <[lkovac@robapp.com](mailto:lkovac@robapp.com)>  
Subject: RE: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited  
Importance: High

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Mark:


As discussed with Tim earlier today, attached is a form of offer that the Receiver will accept. This is the same as your earlier offer save for it removes the statement of indebtedness to be delivered at the time of acceptance as your client now has this information. We have also included some small requirements

in respect of the Lien Action and the invoice rendered by your client last week as they relate to VCIB and the Receiver. I included a blackline to your last offer so you can track the changes.

If we are good to go, please send back a signed copy and we will recirculate a fully executed version and move forward with the sale approval motion.

If you have comments, please advise and we will try and work through them tomorrow.

Dom



**Dominique Michaud**  
Partner  
T. 416.360.3795  
E. [dmichaud@robapp.com](mailto:dmichaud@robapp.com)  
**ROBINS APPLEBY**  
BARRISTERS + SOLICITORS

---

From: Mark Lathem <[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)>  
Sent: Monday, October 7, 2024 4:26 PM  
To: Dominique Michaud <[dmichaud@robapp.com](mailto:dmichaud@robapp.com)>  
Cc: [TDunn@blaney.com](mailto:TDunn@blaney.com); David T. Ullmann <[DUllmann@blaney.com](mailto:DUllmann@blaney.com)>  
Subject: FW: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited

**CAUTION:** External e-mail.

Hi Dom,

I think this is it. But it came from the client to me, so please take the time to make sure that nothing else was changed. Or if you need my assistance let me know.

Kind regards,

**Mark K. Lathem, J.D.**  
Senior Commercial Real Estate Solicitor  
[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)

**STEINER LAW  
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received this e-mail in error, please advise me (by return e-mail or otherwise) and delete this e-mail from your system, immediately.

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From: Dominique Michaud <[dmichaud@robapp.com](mailto:dmichaud@robapp.com)>  
Sent: October 7, 2024 4:24 PM  
To: Mark Lathem <[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)>  
Cc: [TDunn@blaney.com](mailto:TDunn@blaney.com); David T. Ullmann <[DUllmann@blaney.com](mailto:DUllmann@blaney.com)>  
Subject: RE: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited

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Thanks. Can you send me the backline as to what we sent you so I can compare.



**Dominique Michaud**  
Partner  
T. 416.360.3795  
E. [dmichaud@robapp.com](mailto:dmichaud@robapp.com)  
**ROBINS APPLEBY**  
BARRISTERS + SOLICITORS

---

From: Mark Lathem <[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)>  
Sent: Monday, October 7, 2024 4:21 PM  
To: Dominique Michaud <[dmichaud@robapp.com](mailto:dmichaud@robapp.com)>  
Cc: [TDunn@blaney.com](mailto:TDunn@blaney.com); David T. Ullmann <[DUllmann@blaney.com](mailto:DUllmann@blaney.com)>  
Subject: Terra Bona Acquisition Ltd. purchase from BDO Canada Limited  
Importance: High

**CAUTION:** External e-mail.

Dear Dom,

I have been instructed by the client to submit the attached offer, with a copy to Tim and David.

Kind regards,

**Mark K. Lathem, J.D.**  
Senior Commercial Real Estate Solicitor  
[mlathem@slgcanada.com](mailto:mlathem@slgcanada.com)

**STEINER LAW**  
**GROUP LLP**  
1000 Finch Avenue West, Suite 800

Toronto, Ontario M3J 2V5  
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# APPENDIX "I"



# Progress Report | For Sale



10811 & 10819 Jane St, Vaughan

December 2024

**Prepared For:**

**Gary Gerrato, CIRP, LIT**  
Senior Vice-President

**Josie Parisi, CBV, CIRP, CPA, CA, LIT**  
Partner & Senior Vice-President

**Prepared By:**

**Aidan Malloy**  
Principal, Sales Representative  
T: 905.283.2396  
E: [aidan.malloy@avisonyoung.com](mailto:aidan.malloy@avisonyoung.com)

**Ben Sykes, SIOR**  
Principal, Sales Representative  
T: 905.283.2324  
E: [ben.sykes@avisonyoung.com](mailto:ben.sykes@avisonyoung.com)


# Inquiry Tracking Report

The following groups have inquired about the listing:

#	DATE	AGENT	BROKERAGE/COMPANY	Signed CA	COMMENTS
1	30/07/2024	Tessa Compagno	Avison Young	N	Requested pricing guidance and marketing package
2	31/07/2024	Zoreh MahinFallah	Zoko Realty	N	Requested pricing guidance and marketing package
3	01/08/2024	Jedidiah Liu	Cacoeli	N	Requested pricing guidance and marketing package
4	13/08/2024	David Cornaviera	Marcus & Millichap	N	Requested pricing guidance and marketing package
5	13/08/2024	Ari Soberano	Sharno Capital	Y	Submitted at \$4mm and then increased to \$4.6mm but no longer willing to pay that amount
6	14/08/2024	Pina Santarcangelo	Intercity Realty	N	Requested pricing guidance and marketing package
7	16/09/2024	Majid Tavakoli	TerraBona Developments LTD.	Y	Submitted offer but has since rescinded
8	04/10/2024	Kiana Kasaei	Avison Young	N	Requested marketing package
9	04/10/2024	Joe Marchese	Prospect Realty	N	Requested more information
10	04/10/2024	Linh Nguyen	Direct	N	Requested more information
11	10/10/2024	Aliza Fisch	Lennard	N	Requested pricing guidance and marketing package
12	24/10/2024	Kelly Farraj	The Behar Group	N	Requested marketing materials and CA
13	28/10/2024	Pino Mascioli	Perfectly Built	Y	Currently reviewing data room contents
14	30/10/2024	Jema Cuaresma	Quadcam	Y	Requested more information and CA
15	29/10/2024	Rene Serin	Cushman & Wakefield	N	Requested pricing guidance
16	30/10/2024	Bobby Singh	Avison Young	N	Requested more information
17	21/11/2024	Raza Datoo	IPB Group	Y	Reviewing data room contents
18	21/11/2024	Salman Rehan	Rehan Homes	Y	Reviewing data room contents

# Marketing Initiatives

10811 & 10819 Jane St, Vaughan is listed on the Toronto Regional Real Estate Board; Canada's largest real estate board serving more than 70,000 members.

	<b>10811* Jane St</b> Vaughan Ontario L6A 1S1 Vaughan Rural Vaughan York SPIS: N Taxes: \$22,000/2024/Annual Legal: PT LT 26 CON 4 VAUGHAN AS IN R650675 ; VAUGHAN & PT LT 26 CON 4 VAUGHAN AS IN R380165 ; VAUGHAN		List: \$1 For Sale For: Sale Last Status: NEW DOM: 15
	Land Designated Residential Occup: Vacant Freestanding: SPIS: N Lse Term Mnths: / Holdover: 90 Franchise:	Com Cndo Fee: Dir/Cross St: Teston Rd/Jane St	
MLS#: N9250761 Sellers: BDO Canada Inc. in its capacity as receiver for CACOELI TERRA VAUGHAN LTD. and not in its corporate or personal capacity Possession Remarks: TBD PIN#: 033440073		Contact After Exp: N ARN#: 192800027148500	
Total Area: 1.16 Acres Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: FD Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: Heat: Phys Hdcp-Eqp:	Survey: Lot/Bldg/Unit/Dim: 0 x 0 Acres Lot Lot Irreg: Bay Size: %Bldg: Washrooms: 0 Water: Municipal Water Supply: Sewers: San+Storm A/C: Utilities: A Garage Type: Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:	Soil Test: Out Storage: Rail: Crane: Basement: Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl: HST Applicable Call LBO to Sale Price:	
Bus/Bldg Name: Actual/Estimated: Taxes: Insur: Mgmt: Maint:		For Year: Heat: Hydro: Water: Other:	Financial Stmt: Gross Inc/Sales: -Vacancy Allow: -Operating Exp: =NetIncB4Debt:
EstValueInv At Cost: Com Area Upcharge: % Rent:			
Client Remks: Prime residential development site for sale in Vaughan at the major intersection of Teston and Jane. Approval is pending for the official plan and zoning to permit a mid-rise residential development. The proposed development features a GFA of 159,327 sq ft across 6 storeys with an FSI of 3.1. The site has a very functional rectangular layout. Extras: *Address Cont'd 10811 & 10819 Jane St. Taxes are an estimate. Inclusions: Exclusions: Rental Item s: Showing Requirements: List Brokerage Brkage Remks: Please contact listing agents for a marketing package and Confidentiality Agreement to access the data room.			
AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP Ph: 905-712-2100 Fax: 905-712-2937 77 City Centre Dr Suite 301 Mississauga L5B1M5 BEN SYKES, Salesperson 905-283-2324 AIDAN MALLOVY, Salesperson 905-283-2396			
Contract Date: 08/08/2024 Expiry Date: 02/07/2025 Last Update: 08/12/2024		Condition: Cond Expiry: CB Comm: 1%	Ad: N Escape: Original: \$1

# Marketing Initiatives

## Marketing Brochure

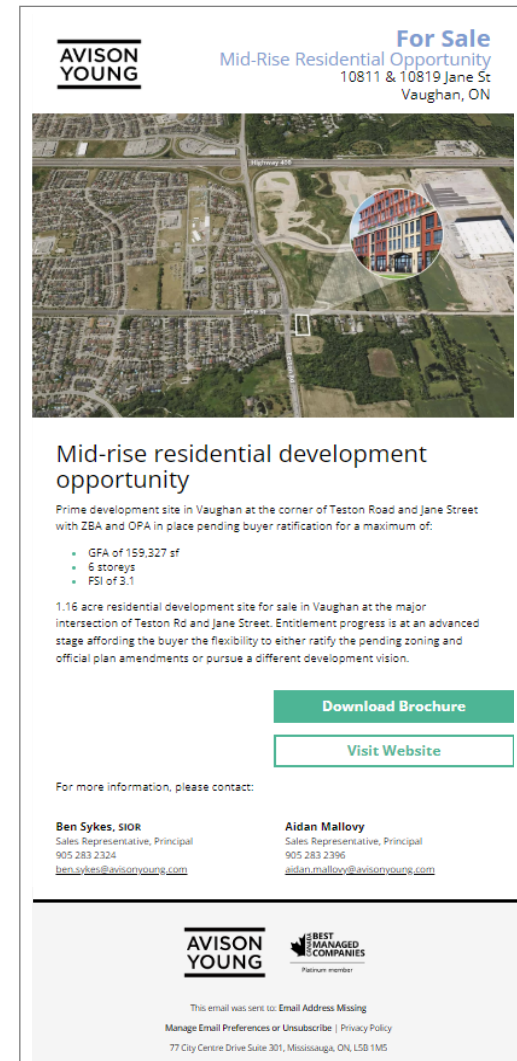


## Property Website

<https://1081110819janestreetvaughan.sharplaunch.com>

## Email Marketing

Email communications have been sent out to the brokerage community and our database of real estate developers and investors.



# Marketing Initiatives

## Signage

Signage was installed on August 28<sup>th</sup>, 2024





# Thank you.

Highway 400

Jane St

Teston Rd

**Aidan Malloy**  
Principal, Sales Representative  
T: 905.283.2396  
E: aidan.malloy@avisonyoung.com

**Ben Sykes, SIOR**  
Principal, Sales Representative  
T: 905.283.2324  
E: ben.sykes@avisonyoung.com

[avisonyoung.ca](http://avisonyoung.ca)

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Platinum member

# APPENDIX "J"



**ROBINS APPLEBY**  
BARRISTERS + SOLICITORS

Ladislav Kovac  
T. 416.360.3707  
E. Lkovac@robapp.com  
F. 416.868.0306

File No.: 2400351

May 1, 2025

BDO Canada Limited  
20 Wellington Street East  
Suite 500  
Toronto, Ontario  
M5E 1C5

**Attention: Gary Cerrato**

Dear Mr. Cerrato:

Re: Cacoeli Terra Vaughan Ltd. (the "**Debtor**")  
10811 & 10819 Jane Street East, Vaughan, Ontario, as legally described as set out on  
Schedule "A" (the "**Property**")  
BDO Canada Limited as Court appointed Receiver of the Debtor, including the Property  
(the "**Receiver**")

---

You requested that we review and provide you with our opinion as to the validity, enforceability and priority of certain security interests granted by the Debtor as follows:

1. the Charge/Mortgage charging the Property in favour of Vancity Community Investment Bank ("**Vancity**") registered as Instrument Number YR3289786 in the Land Registry Office of York Region (No. 65) (the "**LRO**") on July 29, 2021 (the "**Vancity Mortgage**").

In forming the opinions expressed below, we have examined the following:

1. a copy of the title abstract for the Property and adjoining lands was obtained from the LRO on May 1, 2025;
2. clear search of Writs of Execution against the Debtor dated May 1, 2025;
3. a corporate profile report for the Debtor dated May 1, 2025 issued by the Ministry of Government and Consumer Services;
4. a certificate of status for the Debtor dated May 1, 2025;
5. other loan documentation as we deemed appropriate to give this opinion;

In expressing our opinions, we have therefore assumed, without further independent verification by us:

- (a) the genuineness of all signatures authorizing the registration of, and the authenticity and completeness of the Vancity Mortgage and any related security pertaining to the Property (collectively, the “**Security**”);
- (b) the completeness, truth, accuracy and currency of the indices and filing systems maintained by the public offices and registries where we have searched or enquired or have caused searches or enquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein;
- (c) the Debtor, at the time of authorization, execution and delivery of the Security, had the corporate power and authority to execute, deliver and perform its obligations under the Security, has taken all necessary corporate action to authorize the execution, delivery and the performance of its obligations under the Security and has duly executed and delivered each of the Security;
- (d) the Security has been unconditionally delivered by the Debtor to each applicable secured party;
- (e) the Debtor is and was indebted to the holders of the Security and received adequate consideration for the grant of the Security;
- (f) there are no agreements, judgments, rulings, instruments, facts or understandings affecting or concerning either of the Security or the principal obligations with respect to which each security has been granted, or statutory or regulatory prohibitions on the execution and delivery of any of the Security or the security interests granted thereunder by the Debtor which were not apparent from a review of each security and which would or might affect the validity or enforceability thereof;
- (g) the holders of the Security did not know and did not have any reason to believe at the time of the creation of the charges and security interests in the collateral described in the Security that the Debtor was in contravention of any agreement by which the Debtor or its property or assets were bound, if there were such a contravention;
- (h) that the execution, delivery and performance of obligations under each of the Security did and do not constitute a preference, fraudulent, preference, conveyance, fraudulent conveyance, settlement or reviewable transaction under the relevant provisions of the *Bankruptcy and Insolvency Act*, (Canada) (“**BIA**”) and *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation;
- (i) that a final report was obtained at the operative time from a law firm in good standing authorized to practice in the Province of Ontario indicating that each of

the Security were valid and enforceable in accordance with their terms, and that such report is true and accurate;

- (j) there are no unregistered agreements affecting the priority of the Security; and
- (k) that no advances were made by Vancity with respect to the Vancity Mortgage after:
  - (i) the registration of the Terra Lien (as hereinafter defined); and
  - (ii) any written notice made by Terra Bona Developments Ltd. to Vancity with respect to the Terra Lien.

Based and relying upon the foregoing and subject to the qualifications, exceptions and limitations herein expressed, we are of the opinion that:

1. under the laws of the Province of Ontario, the Vancity Mortgage constitutes a first priority financial charge against title to the Property, subject only to:
  - (a) any outstanding realty taxes as of the date hereof;
  - (b) any amounts which may be claimed to be in priority pursuant to the construction lien registered as Instrument No. YR3618681 on November 16, 2023 by Terra Bona Developments Ltd. (the "**Terra Lien**"), it being our opinion that the maximum priority which the Terra Lien is entitled to claim over the Vancity Mortgage is limited to any deficiency in the holdbacks required to be retained by the owner of the Property.
2. the Security constitute legal, valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms; and
3. the Security each create valid security interest against the Property under the laws of the Province of Ontario.

### **Executions**

We searched executions against the Debtor filed with the Sheriff of the Municipality of Muskoka and found no registrations in that regard. We have assumed that such search was clear at the time of the registration of and advances pursuant to the Security.

The opinions set forth herein are also subject to the following qualifications and limitations:

1. The enforceability of the Security and the rights and remedies set out therein or any judgment arising out of or in connection therewith may be limited by applicable bankruptcy, insolvency, winding up, reorganization, arrangement, moratorium or other laws affecting creditors' rights generally.
2. The enforceability of any of the Security and the rights and remedies set out therein may be limited by general principles of equity including and without limitation:
  - (a) the enforceability of each of the Security is subject to the discretion of a court of competent jurisdiction to impose restrictions on the rights of creditors to enforce

- immediate payment of amounts to be payable on demand;
- (b) the applicable lender will be required to give a reasonable time to the Debtor to meet any demand for payment of its obligations before enforcing security granted to the applicable lender;
  - (c) the ability to recover or claim for certain costs or expenses may be subject to judicial discretion; and
  - (d) the enforceability of the Security is subject to the powers of the court of competent jurisdiction to grant relief from forfeiture, to stay proceedings before it and to stay executions on judgment.
3. A receiver or a receiver and a manager appointed pursuant to the provisions of any of the Security may, for certain purposes, be treated by a court as being the agent of the secured party and not solely the agent of a debtor (and the secured party may not be deemed to be acting as the agent and attorney of the debtor in making such appointment), notwithstanding any agreement to the contrary.
  4. We express no opinion as to the right, title or interest of the Debtor in or to any of the assets, undertakings and properties of the Debtor.
  5. We express no opinion on whether any secured party may have a perfected purchase money security interest which may exist in respect of any of the assets, undertakings and properties of the Debtor.
  6. We express no opinion as to whether a security interest was created in the following property:
    - (a) property consisting of a receivable, license, approval, privilege, franchise, permit, lease or agreement to the extent that the terms of such property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given;
    - (b) permits, quotas or licenses which are held by or issued to the Debtor;
    - (c) federal crown debts; and
    - (d) any real property or interest therein.
  7. We have made no searches under applicable statutes, including the *Copyright Act* (Canada), the *Patent Act* (Canada) and the *Trade-marks Act* (Canada), to confirm that Vancity has made registrations that may be necessary to perfect its security interests, if any, in intellectual property.
  8. We express no opinion as to the application of the *Securities Act* (Ontario).
  9. We are solicitors qualified to carry on the practice of law in the province of Ontario and are not qualified to express any opinion as to the laws or any matter governed by the laws of

any jurisdiction other than the province of Ontario and the laws of Canada applicable therein.

The opinions expressed herein are provided solely for the benefit of the party to whom it was delivered and may not be relied or used by any other person for any reason whatsoever.

Yours very truly,

**ROBINS APPLEBY LLP**

Per:

A handwritten signature in black ink, appearing to be 'L. Kovac', written over a horizontal line.

Ladislav Kovac

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

**PIN 03344-0073 (LT)**

PT LT 26 CON 4 VAUGHAN AS IN R650675; VAUGHAN

**PIN 03344-0072 (LT)**

PT LT 26 CON 4 VAUGHAN AS IN R380165; VAUGHAN

# APPENDIX "K"



Tax Centre  
Hamilton ON L8R 3P7

May 29, 2024

CACOELI TERRA VAUGHAN LTD.  
C/O BDO CANADA LLP  
500 - 20 WELLINGTON ST E  
TORONTO ON M5E 1C5

Account Number  
73382 1474 RT0001

Dear Tony Montesano;

Subject: CACOELI TERRA VAUGHAN LTD.

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$68,039.42.

Period outstanding	GST/HST payable	Penalty & interest	Total
2021-12-31	14,365.65	2,221.06	16,586.71
2021-09-30	13,030.70	2,014.66	15,045.36
2021-06-30	1,795.52	277.61	2,073.13
2021-03-31	17,373.61	2,686.09	20,059.70
2020-09-30	6,466.36	999.75	7,466.11
2020-06-30	5,896.73	911.68	6,808.41
<b>TOTAL</b>	<b>\$ 58,928.57</b>	<b>\$ 9,110.85</b>	<b>\$ 68,039.42</b>

Under the Excise Tax Act, \$58,928.57 of the above totals represents property of the Crown held in trust and does not form part of CACOELI TERRA VAUGHAN LTD.'s property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

You must pay the Receiver General for Canada \$58,928.57 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell

.../2



us when you will pay the remaining balance of \$9,110.85.

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at 416-997-1102.

Yours truly,



Kamila Figaszewska (1220)  
Complex Case Officer

REPRODUCTION

# APPENDIX "L"

**PAYOUT STATEMENT FOR DISCHARGE PURPOSES**

Vancity Community Investment Bank  
 Loan to Cacoeli Terra Vaughan Ltd.  
 10811 & 10819 Jane Street East, Vaughan, Ontario

***This statement was prepared on May 5, 2025 and is effective May 5, 2025.***

Principal Balance:	\$3,568,312.52
Accrued Interest:	632,615.25
Discharge Fee:	<u>250.00</u>
Payout amount:	\$4,201,177.77
Discharge Legal Fee Payable to Leners LLP	<u>\$5,000.00</u>
<b>Total Payout Amount as of May 5, 2025</b>	<b><u>\$4,206,177.77</u></b>

**NOTE:** Funds received after 1:00 p.m. shall be processed, and charged interest, including weekends and holidays (statutory and/or bank), as if received on the following business day. Weekends and holidays are to be added as additional days in the per diem interest calculation.

Interest must be added at the rate of **\$940.51** per day thereafter until the certified funds are received by LERNERS LLP, 88 Dufferin Ave, London, ON, N6A 4G4. **Please be advised that any funds received after 1:00 pm shall be processed, and charged interest, including weekends and holidays (statutory and/or bank), as if received on the following business day.** Certified funds are to be made payable to "LERNERS LLP IN TRUST". In order to complete the registration of the discharge, if funds are direct deposited or wired to LERNERS LLP, LERNERS LLP will require a copy of your certified trust cheque or bank draft together with confirmation of deposit/wire prior to any discharge being registered. If you have any questions please contact Victoria Gifford at LERNERS LLP at 416.775.7665.

This statement is valid as of the preparation date until **May 9, 2025**, after which a new statement must be requested. Any subsequent statement produced makes this statement null and void.

This statement records the principal balance as of the preparation date, taking into account all payments due on or before the effective date and assumes that all such payments have been made and honoured. If any such payments have not been made and honoured, or if any subsequent charges are processed, the figures given in this statement may not be relied upon and a new statement must be obtained.

DATED this 5<sup>th</sup> day of May, 2025.

) **Vancity Community Investment Bank**  
 )  
 )  
 )  
 ) Per: Byron Ekersley  
 )  
 )  
 ) Authorized Signing Officer  
 ) I have the authority to bind the corporation

E & O.E.

389593901.1

# APPENDIX "M"

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

B E T W E E N:

VANCITY COMMUNITY INVESTEMENT BANK  
CORPORATION

Applicant

- and -

CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE TESTON LP, STREET  
BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI

Respondents

AFFIDAVIT OF GARY CERRATO

I, GARY CERRATO, of the Town of Newmarket, in the Province of Ontario, MAKE OATH AND SAY that:

1. I am a Senior Vice President of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.
2. By Order of the Honourable S.E. Fraser, dated May 1, 2024 (the "Order"), BDO Canada Limited was appointed as the Court-appointed Receiver (the "Receiver") over the all of the assets, undertakings and properties of Cacoeli Terra Vaughan Ltd. (the "Debtor") acquired for,

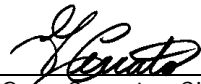
or used in relation to a business carried on by the Debtor including the real property municipally described as 10811 & 10819 Jane Street East, Vaughan, ON.

3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as Exhibit "A" .
4. The time shown in the detailed accounts attached as Exhibit "A" are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.
5. The Receiver requests that the Court approve its interim accounts for the period from May 3, 2024 to May 3, 2025 in the amount of \$66,000.00, plus disbursements of \$4,000.94 plus HST of \$9,100.51 for a total of \$79,104.45 for the services set out in Exhibit "A" .
6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, )  
in the Province of Ontario, this )  
8<sup>th</sup> day of May 5, 2025. )



\_\_\_\_\_)  
Commissioner for Taking Affidavits, etc )



\_\_\_\_\_)  
Gary Cerrato, CIRP, LIT )

Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates  
Expires December 21, 2026

This is Exhibit "A" referred to in the affidavit of

Gary Cerrato

Sworn before me this 5<sup>th</sup> day of May 2025



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A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates  
Expires December 21, 2026



Tel: 416 865 0210  
Fax: 416 865 0904  
www.bdo.ca

BDO Canada Limited  
20 Wellington Street E, Suite 500  
Toronto ON M5E 1C5 Canada

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*Strictly Private & Confidential*

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Cacoeli Terra Vaughan Ltd  
c/o BDO Canada Limited  
500-20 Wellington Street  
Toronto, ON M5E 1C5

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Date	Invoice
May 5, 2025	CINV-001

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*RE: Cacoeli Terra Vaughan Ltd. - Court Appointed Receiver*

OUR FEE FOR PROFESSIONAL SERVICES rendered for in the above noted matter for the period May 3, 2024 to May 3, 2025 as per the details noted below:

Our Fee	\$ 66,000.00
Disbursements	
Insurance premiums	4,003.94
Subtotal	<u>70,003.94</u>
HST - 13.00% (#R101518124)	9,100.51
TOTAL	<u><u>\$ 79,104.45</u></u>

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	18.8	675.00	12,690.00
G. Cerrato, Sr. Manager	76.7	625.00	47,937.50
A. Fielding, Manager	6.3	425.00	2,677.50
T. Montesano, Sr. Analyst	9.2	250.00	2,300.00
J. Hue, Sr. Analyst	0.7	250.00	175.00
S. Rickards, Admin	0.3	200.00	60.00
G. Arenas	0.8	200.00	160.00
Total	<u>112.8</u>		<u><u>\$ 66,000.00</u></u>



Staff	Date	Comments	Hours
J. Parisi	3-May-24	Correspondence with company counsel to obtain books and records of the borrower. Review emails from lenders counsel. Review application record.	1.6
G. Cerrato	3-May-24	Review of court materials.	1.0
G. Cerrato	7-May-24	Call with A. Soberano from Sharno to discuss sale process and mechanics of stalking horse offer.	1.0
G. Cerrato	8-May-24	Calls with J. Liu; review of financial information; arrange for insurance; review of motion record materials.	1.5
S. Rickards	9-May-24	Mailing of Receivership notices.	0.3
J. Hue	9-May-24	Email the notice of receiver and appointment order with the OSB.	0.2
G. Cerrato	9-May-24	Draft receiver's notice; call with D. Magisano regarding sale process and discuss strategy; call with J. Liu re financial information and review same.	1.5
G. Cerrato	10-May-24	Call with DLA piper and J. Liu to discuss lien claim and discuss receivership proceeding.	1.0
J. Parisi	13-May-24	Call with G. Cerrato to discuss next steps and counsel.	0.3
T. Montesano	15-May-24	Correspond with Kimberly Ferreira The Co-operators re payment of current and past premiums; process payment of same; fax copy of Receivership Order to the CRA insolvency unit.	0.7
J. Parisi	16-May-24	Call with D. Magisano and D. Michaud re next steps related to Cacoeli.	0.5
G. Cerrato	16-May-24	Call with D. Michaud and D. Magisano to discuss sale and marketing strategy for the property; calls with J. Liu to discuss development and status of various issues; review of reports.	2.5
J. Parisi	21-May-24	Review email from Sharno regarding stalking horse bid. Call with Vancity. Review emails related to liens.	0.7
G. Cerrato	21-May-24	Call with D. Magisano and Vancity to discuss property disposition strategy and lien issues.	0.8
J. Hue	23-May-24	Follow up with AP on the cheque requisition request for insurance payment and email team same.	0.3
G. Cerrato	23-May-24	Review of management contracts; call with D. Michaud and H. Krupat to discuss lien claim and status of company's defence and examinations.	1.5
J. Parisi	24-May-24	Review statement of claim from lien claimant and correspondence with D. Michaud.	0.3



Staff	Date	Comments	Hours
T. Montesano	27-May-24	Follow up with AP re cheque request for payment of insurance.	0.2
T. Montesano	28-May-24	Call with CRA re opening of RT0002 account; discuss outstanding return on the RT0001 account and balance owing; discuss same with G. Cerrato.	0.3
G. Cerrato	28-May-24	Emails to brokers soliciting listing proposals; review of HST issues.	1.0
A. Fielding	29-May-24	Setting up global portal per G. Cerrato instructions; discussions with It re: users privacy; uploading documents and adding CBRE access to data room.	1.0
T. Montesano	29-May-24	Call with CRA re request for which HST returns are outstanding, send same to G. Cerrato.	0.3
J. Parisi	30-May-24	Call with Muzzo Group regarding interest in the Terra Vaughan property; review correspondence between Robins Appleby and DLA re liens.	0.3
G. Cerrato	30-May-24	Forward information on Terra Bona lien to J. Jamil; review of information provided by DLA.	0.8
A. Fielding	31-May-24	Reviewing forwarded NDA; disc. With G. Cerrato re: missing firm information; updating and re-sending updated form to parties; updating data room to include Avison Young contacts; brief review of portal with CBRE where IT changes made by parties; adding users to portal; discussion with G. Cerrato re: Parties to provide NDA's still and emails associated.	1.0
G. Cerrato	31-May-24	Review of email from J. Liu re HST; review of OLT settlement issues; call with M. Tavakoli from Terra Bona re OLT settlement; call with D. Magisano re same; email to Colliers; review of data room information.	2.0
A. Fielding	3-Jun-24	Uploading documents to separate profile on portal; adding Colliers parties to portal per G. Cerrato instructions; adding additional Avison Young member to portal.	0.5
G. Cerrato	7-Jun-24	Review of Ontario Land Tribunal Settlement; Call with A. Patel from Ontario Land Tribunal and forward Receivership Order; review of HST information.	2.0
G. Cerrato	10-Jun-24	Call with Avison Young re listing proposal and discussions re OLT settlement and impact on value.	0.5
A. Fielding	12-Jun-24	Meeting with G. Cerrato re: correspondence to Land Tribunal representative for extension of settlement terms.	0.5
G. Cerrato	12-Jun-24	Follow up call from Avison Young re findings with City re OLT settlement.	0.5
J. Parisi	13-Jun-24	Call with G. Cerrato regarding requesting an extension for settlement re property servicing.	0.4



Staff	Date	Comments	Hours
G. Cerrato	13-Jun-24	Review and amend letter to OLT and forward to counsel for review.	0.6
G. Cerrato	14-Jun-24	Call with counsel to discuss letter to OLT re: extension.	0.5
G. Cerrato	20-Jun-24	Call with J. Liu to discuss receivership and status of various issues with OLT, sale process, stalking horse offer; emails to D. Magisano re request for OLT extension; review of HST issues with JV and Cacoeli.	1.6
G. Cerrato	20-Jun-24	Review of listing proposals received; correspondence with A. Fielding.	0.7
J. Parisi	25-Jun-24	Discussions with G. Cerrato regarding the tribunal's decision to allow the extension; sign title document to register receivership on title to the property.	0.3
G. Cerrato	25-Jun-24	Call with A. Mallovy re listing proposal; call with J. Parisi re same; review and execute receivership registration document; emails re OLT decision to D. Magisano, J. Liu and M. Tavakoli; call with J. Parisi re strategy; review of lien memo from Robins Appleby.	1.5
A. Fielding	26-Jun-24	Preparing listing proposal summary for G. Cerrato; meeting to discuss submitted proposals with G. Cerrato; reviewing documents within data room provided to compare details within proposals and plans.	2.5
G. Cerrato	27-Jun-24	Review of broker proposals and summary; update broker proposal summary; review of the legal opinion; emails to counsel.	1.6
J. Parisi	2-Jul-24	Review listing proposal summary and discussions with G. Cerrato re same.	0.6
J. Parisi	4-Jul-24	Call with D. Magisano and D. Michaud to discuss listing proposals.	0.3
J. Parisi	5-Jul-24	Review email from A. Soberano from Sharno; call with D. Magisano re relators.	0.2
J. Parisi	8-Jul-24	Call with G Cerrato to discuss listing agent.	0.2
G. Cerrato	8-Jul-24	Call with A. Soberano re status of sale process and discuss stalking horse offer.	0.7
J. Parisi	9-Jul-24	Call with D. Michaud re listing proposal and discussion with Vancity.	0.2
T. Montesano	12-Jul-24	Contact Aviva Insurance; prepare payment of insurance premiums for May & June 2024.	0.5
T. Montesano	16-Jul-24	Prepare payment of insurance premium for July 2024.	0.4
G. Cerrato	17-Jul-24	Update call with J. Liu to discuss sale process.	0.5
T. Montesano	17-Jul-24	Receive and review CRA GST/HST correspondence.	0.1
T. Montesano	24-Jul-24	Process payment of insurance premium.	0.5



Staff	Date	Comments	Hours
T. Montesano	26-Jul-24	Prepare payment of insurance premiums.	0.3
J. Hue	26-Jul-24	Update the case website with the application record.	0.2
A. Fielding	31-Jul-24	Phone call with G. Cerrato re: updating agents on decision for listing agent; preparing and sending emails to relevant parties.	0.8
G. Cerrato	6-Aug-24	Respond to inquiry from J. Liu; draft email response to Avison Young re dealing with JV investors in Cacoeli.	0.5
G. Cerrato	9-Aug-24	Call to Avison and Young to discuss issues with MLS and terminating existing listing; review and sign new listing agreement.	0.8
J. Parisi	27-Aug-24	Review summary from Avison Young; review email from D. Magisano and provide comments regarding interest in the property.	0.2
T. Montesano	27-Aug-24	Process payment of insurance premium through workday.	0.5
G. Cerrato	29-Aug-24	Call with AY to discuss sale efforts and process to date.	0.8
J. Parisi	5-Sep-24	Review and respond to various emails regarding APS and interest from prospective buyers.	0.2
G. Cerrato	5-Sep-24	Drafting APS and forward for comment to D. Michaud.	1.3
J. Parisi	12-Sep-24	Update call with Avison.	0.4
G. Cerrato	12-Sep-24	Call with Aidan Mallavoy from Avison Young re sale process; call with M. Tavakoli to discuss status of sale process and other issues.	1.0
T. Montesano	16-Sep-24	Lengthy call with K. Ferreira re Elvis Garcia Insurance Inc. Regarding payment of policy; reinstating insurance coverage; send proof of request to process payment of premium; process payment workday.	0.9
T. Montesano	18-Sep-24	Process payment of invoice; call with K. Figaszewska CRA re RT001 filing of outstanding HST returns; filing of RT0002 return; request for location of company's books and records.	0.6
J. Parisi	19-Sep-24	Call with D. Michaud, D. Magisano and G. Cerrato regarding update on the status of the sale.	0.5
G. Cerrato	19-Sep-24	Attend call with counsel to discuss offer.	0.5
G. Cerrato	24-Sep-24	Call with AY re current offer; email to D. Magisano re same.	0.5
G. Cerrato	25-Sep-24	Call with D. Michaud re his call with counsel for M. Tavakoli; review of correspondence from Blaney's; call with J. Parisi to discuss offer and strategize; call with Avison Young to discuss status of Sharno Group offer and request additional time to respond.	0.8
J. Parisi	26-Sep-24	Review various emails from Blaney's regarding inability to get an AVO; call with D. Magisano and D. Michaud regarding foregoing issue; discussion of offer from Sharno Group.	0.7



Staff	Date	Comments	Hours
G. Cerrato	26-Sep-24	Call with D. Magisano and D. Michaud to discuss current offer; and discuss issues raised by M. Tavakoli's counsel regarding the sale of the property.	0.9
J. Parisi	26-Sep-24	Review correspondence from Blaney's regarding Terra Bona's position.	0.6
J. Parisi	27-Sep-24	Review email from Blaney's regarding Terra Bona's position on the sale.	0.4
J. Parisi	30-Sep-24	Review correspondence from D. Michaud regarding Terra Bona.	0.1
G. Cerrato	30-Sep-24	Review of email correspondence re: offer from M. Tavakoli; review of Sharno Group offer.	0.5
J. Parisi	1-Oct-24	Call with Aiden of Avison Young and G. Cerrato re sign back. Review correspondence between Robins Appleby and Terra Bona. Attend call with D. Magisano and D. Michaud to review Terra Bona offer. Call with A. Mallovy regarding Sharno offer and call.	1.6
G. Cerrato	1-Oct-24	Review of offers from Sharno Group and Terra Bona and compare; call D. Michaud and D. Magisano to discuss offers and next steps; calls with A. Mallovy from Avison Young to discuss next steps.	1.5
J. Parisi	2-Oct-24	Review Sharno offer.	0.3
J. Parisi	3-Oct-24	Call with G. Cerrato re Sharno Groups offer.	0.4
G. Cerrato	3-Oct-24	Call with counsel to review offers; call with J. Parisi re same.	1.1
J. Parisi	4-Oct-24	Review correspondence from counsel regarding Terra Bona offer and deposits.	0.2
G. Cerrato	4-Oct-24	Review and discuss changes to Terra Bona offer with counsel.	0.7
J. Parisi	7-Oct-24	Call with G. Cerrato to discuss offers. Review blackline of Sharno offer. Review blackline of Terra Bona offer. Review correspondence between Robbins Appleby and Blaney's.	0.8
G. Cerrato	7-Oct-24	Call with D. Michaud and D. Magisano to consider amendments to offers.	1.0
J. Parisi	11-Oct-24	Call with Simon Jay who advises is a creditor and investor in the property.	0.3
J. Parisi	17-Oct-24	Call with D. Magisano. Call with G. Cerrato regarding sign back of offer. Correspondence with D. Michaud.	0.6
J. Parisi	18-Oct-24	Call with D. Magisano, D. Michaud and G Cerrato.	0.3
G. Cerrato	18-Oct-24	Update call to discuss offer with counsel; call with Avison Young; review of invoicing received from Terra Bona.	1.0
G. Cerrato	21-Oct-24	Call with counsel to discuss offer.	0.6



Staff	Date	Comments	Hours
J. Parisi	23-Oct-24	Review email from D. Michaud. Review email from counsel to Terra Bona.	0.1
G. Cerrato	24-Oct-24	Call with D. Magisano to discuss withdrawal of offer from Terra Bona and discuss moving forward with Sharno offer; update call with Avison Young re status of Sharno offer.	0.8
J. Parisi	25-Oct-24	Review sign back of Sharno offer.	0.3
G. Cerrato	25-Oct-24	Review of previous Sharno offers; update APS for sign back; call with AY to discuss offer sign back; call with J. Parisi re same.	1.1
G. Cerrato	28-Oct-24	Calls with D. Michaud re status of Sharno offer and discuss a response to Terra Bona's invoicing to the Receiver and Vancity.	0.5
T. Montesano	31-Oct-24	File outstanding HST returns.	0.4
T. Montesano	31-Oct-24	File HST returns.	0.4
G. Cerrato	1-Nov-24	Call with J. Liu to discuss status of sale process.	0.5
G. Cerrato	4-Nov-24	Call with J. Liu; call with Aidan at Avison Young re status of offers; review of progress report; draft email to D. Magisano.	1.1
G. Cerrato	22-Nov-24	Call with J. Liu re update on sale process; email and call follow up to D. Magisano re status of offer terms.	0.7
G. Cerrato	9-Dec-24	Call with Avison Young to discuss status of offers.	0.6
J. Parisi	12-Dec-24	Review Avison Young progress report.	0.2
G. Cerrato	12-Dec-24	Call with AY to discuss latest Sharno offer; review of progress report; draft emails to D. Magisano re same.	0.8
G. Cerrato	13-Dec-24	Call to discuss offer.	0.8
G. Cerrato	19-Dec-24	Update call with Aidan at AY.	0.3
J. Parisi	20-Dec-24	Correspondence with Avison Young regarding Sharno offer and requirements. Review email from A. Mallovy re his correspondence with A. Soberano.	0.2
G. Cerrato	8-Jan-25	Review request from AY re additional reports and information on the property; call with A. Mallovy to discuss same and discuss Sharno offer status. Review of reporting on file; call with J. Liu re request for additional information.	0.9
J. Parisi	13-Jan-25	Discussions with G. Cerrato regarding Sharno agreement.	0.2
G. Cerrato	16-Jan-25	Call with D. Magisano re Sharno offer and issues.	0.3
G. Cerrato	21-Jan-25	Review of email from D. Magisano re latest Sharno offer; email to D. Michaud re same.	0.3
G. Cerrato	24-Jan-25	Update call with Avison Young re OLT extension and Sharno offer; prepare OLT extension letter and forward to OLT.	1.0



Staff	Date	Comments	Hours
T. Montesano	27-Jan-25	Receive and review CRA correspondence, save same to network.	0.2
J. Parisi	29-Jan-25	Review changes to Sharno offer and discussions with G. Cerrato.	0.3
T. Montesano	29-Jan-25	Review of CRA correspondence, send same to J. Parisi.	0.2
G. Cerrato	29-Jan-25	Review of latest offer amendments from Sharno; call with A. Mallovy; update call with Avison Young and Sharno re offer discussion.	0.9
G. Cerrato	30-Jan-25	Call with A. Mallovy; review of redline of agreement and execute and forward to Avison Young.	0.7
G. Cerrato	3-Feb-25	Call with A. Mallovy from Avison Young; review of resubmitted Sharno offer.	0.7
T. Montesano	20-Feb-25	Send request to G. Arenas to open bank account, send copy of insurance bill to C. Casco for processing.	0.2
T. Montesano	21-Feb-25	Process payment of OR filing fees.	0.3
G. Arenas	21-Feb-25	Opened bank account for estate.	0.5
T. Montesano	25-Feb-25	Prepare and process payment of OR fees, process payment through workday.	0.4
G. Cerrato	27-Feb-25	Review of OSC proceeding against other Cacoeli entities; review of due diligence expiry.	0.5
G. Cerrato	6-Mar-25	Review of correspondence from Avison Young re Sharno extension; review of EIS report; emails to D. Magisano re update on status of Sharno extension.	0.7
T. Montesano	10-Mar-25	Review CRA correspondence, send same to G. Cerrato.	0.1
T. Montesano	12-Mar-25	Review of CRA correspondence, send same to J. Parisi and save on network.	0.4
G. Cerrato	14-Mar-25	Call with A. Mallovy from Avison Young re Sharno's request for an extension to the due diligence period and strategize.	0.5
G. Cerrato	21-Mar-25	Call with A. Mallovy from Avison Young re status of Sharno offer and discussion re new LOI; call with J. Parisi to discuss same; email to D. Magisano.	0.9
J. Parisi	25-Mar-25	Call with D. Magisano and D. Michaud.	0.4
G. Cerrato	25-Mar-25	Call with D. Magisano, J. Parisi and D. Michaud to discuss request for extension by Sharno and to review new LOI obtained from Avison Young; call to A. Mallovy to discuss next steps.	0.8
G. Cerrato	27-Mar-25	Call with AY and Sharno to understand further due diligence required and timelines and discuss potential extension.	0.9
T. Montesano	28-Mar-25	Prepare requisition payment of OR filing Fees.	0.3



Staff	Date	Comments	Hours
G. Cerrato	28-Mar-25	Review of amended LOI; call with Avison Young to discuss same.	0.8
G. Cerrato	1-Apr-25	Follow up call with Sharno and Avison Young re extension and due diligence.	0.6
G. Cerrato	4-Apr-25	Review of Sharno extension; email correspondence with counsel re same.	0.8
J. Parisi	7-Apr-25	Review offer from numbered company.	0.2
G. Cerrato	7-Apr-25	Calls with A. Malloy re Sharno extension; call with L. Kovac re extension provisions; review of extension provisions.	0.8
J. Parisi	8-Apr-25	Call with Avison Young to discuss purchase price figure. Call with counsel to discuss new offer.	0.6
G. Cerrato	8-Apr-25	Calls with Aidan Malloy re Sharno extension provisions; review of 1001200007 Ontario Inc. unconditional offer; calls with AY to discuss next steps with offer; call with D. Michaud re unconditional offer and next steps; conference call with D. Magisano and D. Michaud to discuss unconditional offer and next steps; review of background on purchaser and call to AY to discuss.	2.3
J. Parisi	9-Apr-25	Review emails from Avison Young regarding legitimacy of potential purchaser. Call with Avison Young regarding deposit. Call with Avison Young regarding commission. Review correspondence with counsel to lender regarding transaction.	0.9
G. Cerrato	10-Apr-25	Call with Avison Young re offer; review of 1001200007 Ontario Inc. offer and compare to standard form APS; execute APS; review of Mutual Release and execute; review of updated listing agreement and execute; emails to D. Magisano re: status updates.	1.3
J. Parisi	11-Apr-25	Review correspondence from Avison Young regarding deposit release to Sharno and deposit from new purchaser.	0.1
G. Cerrato	11-Apr-25	Call with Avison Young re update on deposit and discuss next steps to closing sale.	0.5
G. Arenas	16-Apr-25	Received cheque. Recorded it in Ascend, created deposit slip, and deposit form. Deposited same at the bank.	0.3
G. Cerrato	17-Apr-25	Call from J. Liu.	0.4
J. Parisi	21-Apr-25	Review release language.	0.3
J. Parisi	22-Apr-25	Review correspondence from counsel regarding sale approval.	0.1
T. Montesano	23-Apr-25	Draft receivers first interim report.	1.0
G. Cerrato	23-Apr-25	Review of correspondence; review of lien memo; review of HST arrears; call with J. Liu re update on status of receivership.	1.2



Staff	Date	Comments	Hours
G. Cerrato	28-Apr-25	Review of email correspondence from counsel; discussion with J. Parisi re receiver's report.	0.3
J. Parisi	29-Apr-25	Call with D. Michaud to discuss filing report; review security opinion.	0.8
G. Cerrato	29-Apr-25	Review of draft motion record; attend call to discuss receivership report; review of HST claim and review of draft security opinion.	1.1
J. Parisi	30-Apr-25	Call with G. Cerrato to discuss security opinion and review information related to the quantum of lien. Call with D. Michaud to discuss same.	0.6
G. Cerrato	30-Apr-25	Call with counsel re security opinion; reviewing lien claim and supporting invoices.	0.5
G. Cerrato	2-May-25	Drafting Receiver's First Report and Confidential Supplement	6.5
G. Cerrato	3-May-25	Drafting Receiver's First Report and Confidential Supplement; preparing appendices and exhibits to reports; review of invoice; prepare affidavit of time.	4.5

# APPENDIX "N"

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

-and-

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*, s 101;  
*Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**AFFIDAVIT OF JOEY JAMIL**

I, **JOEY JAMIL**, of the city of Toronto, in the Province of Ontario, **MAKE OATH AND  
SAY:**

1. I am a partner of the law firm of Robins Appleby LLP ("**Robins**"), the lawyers for BDO Canada Limited (the "**Receiver**"), as the Court-appointed receiver of Cacoeli Terra Vaughan Ltd. (the "**Debtor**") and, as such, have knowledge of the matters contained in this Affidavit.

2. Pursuant to the Order of Justice Fraser dated May 1, 2024, the Receiver was appointed as the Receiver of the Debtor (the "**Receivership Order**").

3. This affidavit is made in connection with the Receiver's motion for, *inter alia*, the approval

of the fees and disbursements of Robins with respect to legal services rendered as independent counsel to the Receiver in connection with these receivership proceedings from May 14, 2024, up to April 25, 2025 (the "**Billing Period**"). Attached as **Exhibit "A"** is a record of the legal services rendered by Robins to the Receiver and disbursements incurred during this period (the "**Robins Invoices**"). To the best of my knowledge, the Robins Invoices provides a fair and accurate description of the activities undertaken and the services rendered by Robins during this period.

4. Attached as **Exhibit "B"** is a summary of the names, year of call, hourly rates, time expended by the lawyers and other professionals at Robins whose time is reflected in the dockets recorded in Exhibit "A".

5. During the Billing Period, the total fees billed by Robins were \$47,196.00 plus disbursement of \$802.00 and applicable taxes of \$6,153.00 for an aggregate amount of \$54,151.00.

6. I have reviewed the Robins Invoices and consider the time expended for legal fees charged to be fair and reasonable for the services performed. To the best of my knowledge, the rates charges by Robins are comparable to the rates charged for legal services of a similar nature and complexity by other medium sized firms in the Toronto market.

**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario on the 5<sup>th</sup> day of May, 2025.



Commissioner for Taking Affidavits  
*(or as may be)*

**Dominique Michaud**



**JOEY JAMIL**

THIS IS **EXHIBIT "A"** REFERRED TO IN  
THE AFFIDAVIT OF **JOEY JAMIL**  
SWORN BEFORE ME THIS 5<sup>th</sup>  
DAY OF MAY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**DOMINIQUE MICHAUD**




BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: May 31, 2024  
**CLIENT No.:** 7796  
FILE No.: 2400351  
INVOICE No.: 183068  
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

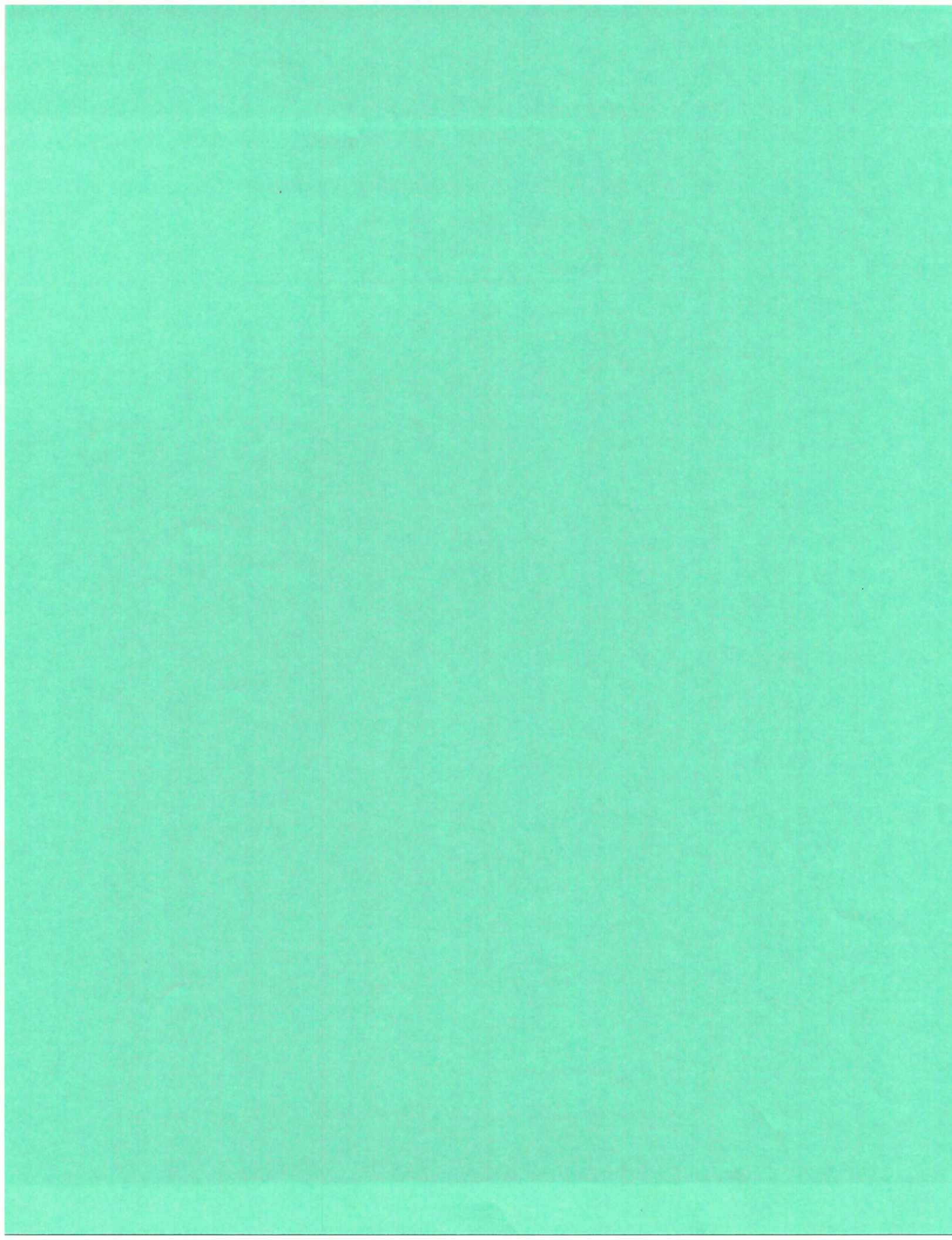
<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>	
	<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>
14-May-24	Review application materials;
15-May-24	Telephone conference with Gary Cerrato regarding sales process approval options;
16-May-24	Prepare and participate in telephone conference between Vancity and Dominique Michaud regarding sales process;
21-May-24	Prepare for and participate on telephone conference with VCIB;
22-May-24	Review construction management agreement regarding lien analysis; review loan documents re: priority analysis;
23-May-24	Prepare for call regarding lien priority; call with DLA Piper regarding lien priority;
28-May-24	Meeting between Dominique Michaud and Joey Jamil regarding lien analysis;  Conference between Dominique Michaud and Joey Jamil regarding legal research on priority issues between mortgage and lien; conduct legal research on priorities between liens and mortgages; review file;
29-May-24	Conduct legal research and draft memo regarding priorities of liens and mortgages;
30-May-24	Telephone conference between Dominique Michaud and Joey Jamil regarding lien opinion; email correspondence regarding lien claim status;  Conduct legal research and draft memo regarding section 78 of Construction Act; emails between Gary Cerrato and Joey Jamil regarding liens; conference between Dominique Michaud and Joey Jamil about legal research; review lien



	invoices;	
31-May-24	Conduct research on whether section 78(3) of the Construction Act applies to when the improvements started or when the lien was registered;	
	Revise legal research memo; emails between Dominique Michaud and Joey Jamil regarding legal research memo;	
	<b>OUR FEE</b>	<b>\$9,852.00</b>
	<u>H.S.T. (13%)</u>	
	on \$9,852.00 Fees	1,280.76
	on \$0.00 Disbursements	0.00
	<b>Total H.S.T.</b>	<b>\$1,280.76</b>
	<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>	<b><u>\$11,132.76</u></b>
	<b>ROBINS APPLEBY LLP</b>	
	Per:	
		
	<b>Dominique Michaud</b>	
	E. & O.E.	
	/WL	

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**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.





BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: July 31, 2024  
**CLIENT No.:** 7796  
FILE No.: 2400351  
INVOICE No.: 183750  
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>	
	<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>
04-Jun-24	Review and revise memo regarding lien priority;  Conference between Dominique Michaud and Joey Jamil regarding legal research memo; review legal research regarding holdback and quantification of priorities ;
05-Jun-24	Meeting between Dominique Michaud and Joey Jamil to discuss holdback requirement;
14-Jun-24	Telephone conference with Gary Cerrato regarding letter to OLT and priority of liens; review draft letter;  Revise memo regarding priority issues;
20-Jun-24	Email regarding lien analysis;
21-Jun-24	Email correspondence regarding OLT hearing;
24-Jun-24	Complete lien memo and email to client;  Email memo to Gary Cerrato; conference between Dominique Michaud and Joey Jamil regarding memo;
25-Jun-24	Review correspondence regarding OLT decision; engage file regarding registration of Receivership Order;  Draft acknowledgement and direction and application to register receivership order; email to Kystra Ryan from Natalie Caprara enclosing document for execution;



	Instructions to Natalie Caprara from Kystra Ryan regarding registration on title; receive and review acknowledgement and direction;	
	Review Receivership Order;	
26-Jun-24	Review of court order and signed acknowledgement and direction; electronic registration of application to register court order;	
03-Jul-24	Telephone conference between Dom Magisano and Dominique Michaud regarding lien priority;	
04-Jul-24	Telephone conference between the Receiver and Dominique Michaud regarding go forward strategy; review listing proposals;	
09-Jul-24	Telephone conference with BDO regarding listing proposal;	
15-Jul-24	Email correspondence regarding sale process;	
16-Jul-24	Email correspondence regarding sale process;	
	<b>OUR FEE</b>	<b>\$3,367.00</b>
	<b>DISBURSEMENTS</b>	
	<i>* Indicates not subject to H.S.T.</i>	
	Corporate Searches	*8.00
	Law Society Transaction Levy - Real Estate	*65.00
	Real Estate Registrations	*69.95
	Computer Search - Teraview	*23.30
	Computer Search - Teraview	51.20
	Agency Fees	31.65
	<b>Total Disbursements</b>	<b>\$249.10</b>
	<u>H.S.T. (13%)</u>	
	on \$3,367.00 Fees	437.71
	on \$82.85 Disbursements	10.77
	<b>Total H.S.T.</b>	<b>\$448.48</b>
	<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>	<b><u>\$4,064.58</u></b>
	Outstanding account dated: 31-May-24   Ref. No. 183068	11,132.76
	<b>TOTAL OUTSTANDING</b>	<b><u>\$15,197.34</u></b>



**ROBINS APPLEBY LLP**

Per:

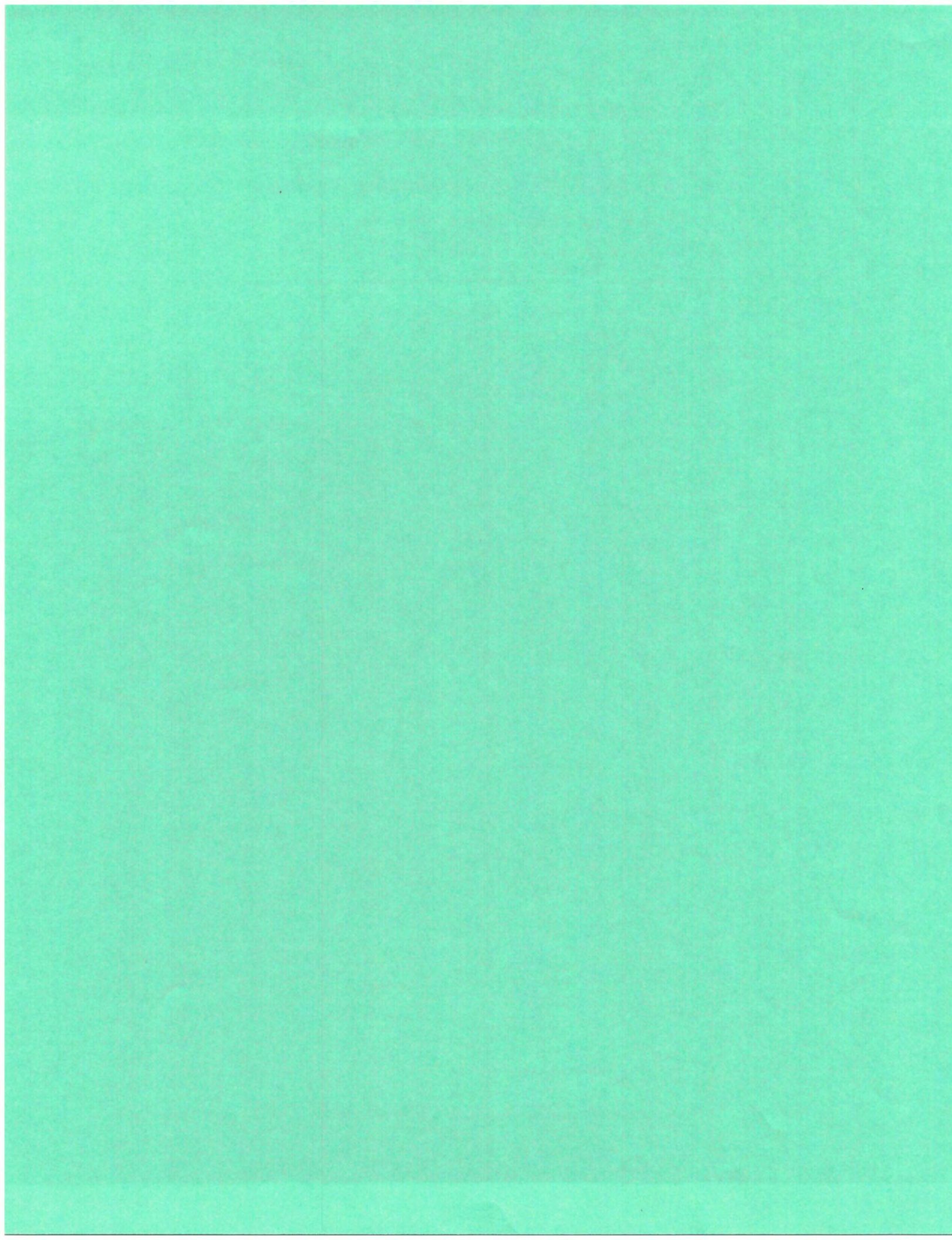
**Dominique Michaud**

E. & O.E.

/WL

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**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.






BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: September 30, 2024  
**CLIENT No.:** 7796  
**FILE No.:** 2400351  
**INVOICE No.:** 184478  
**H.S.T. No.:** 12139 1205 RT0001

Attention: Josie Parisi

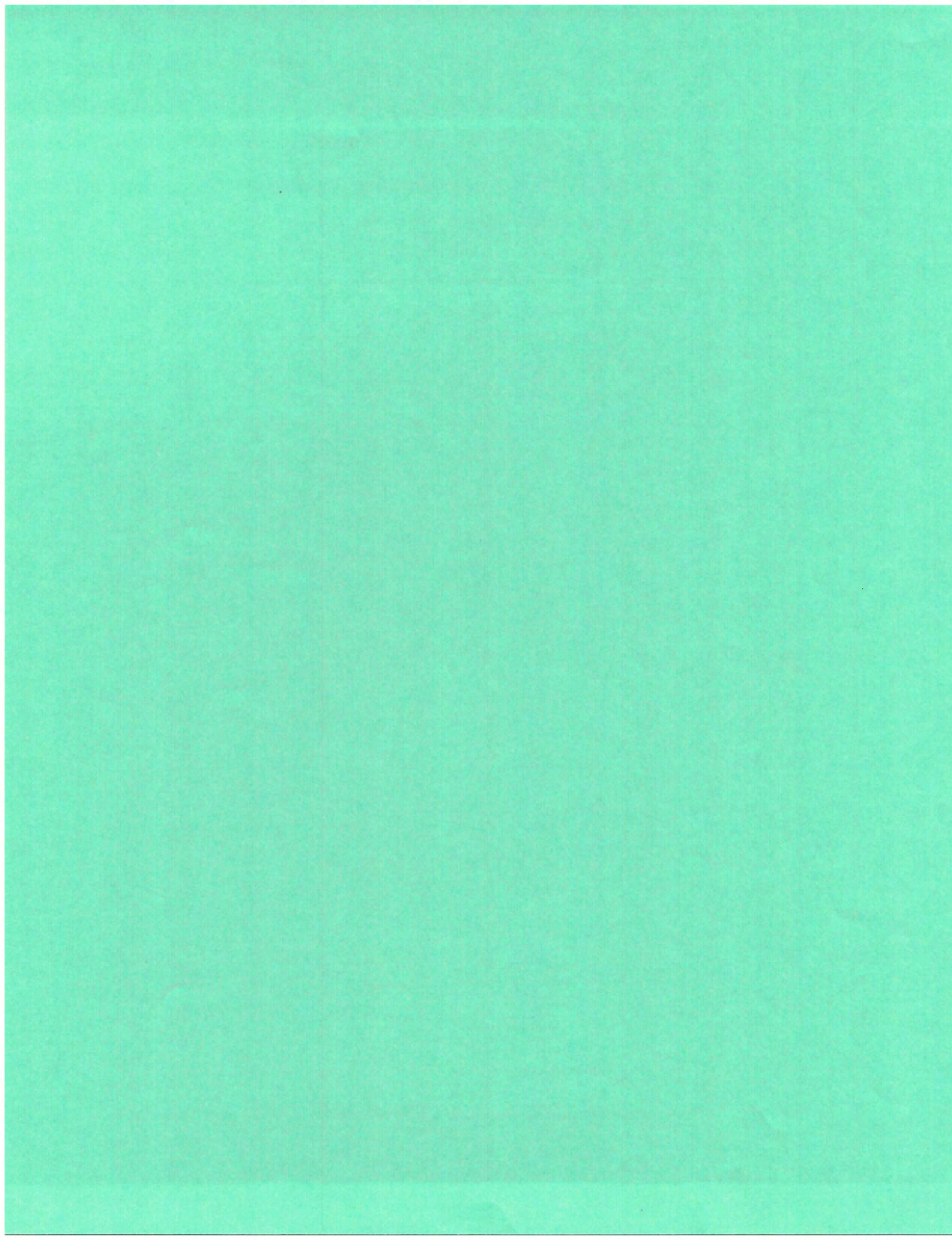
	<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>	
	<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>	
06-Sep-24	Review and revise Asset Purchase Agreement;  Review and revise draft purchase agreement;	
09-Sep-24	Review and revise Asset Purchase Agreement;	
16-Sep-24	Review and revise offers;	
17-Sep-24	Telephone conference between Gary Cerrato and Dominique Michaud regarding offers and potential credit bid; email to Domenico Magisano from Dominique Michaud regarding review of offers;	
19-Sep-24	Telephone conference regarding offers received in sales process; telephone conference with and email to Mark Lathem regarding protective bid in receivership;	
20-Sep-24	Email regarding credit bid;  Telephone conference between Mark Lathem and Dominique Michaud regarding form of offer;	
23-Sep-24	Telephone conference regarding credit bid; email report to client;	
25-Sep-24	Telephone conference between Tim Dunn and Dominique Michaud; telephone conference with Gary Cerrato; review Tim Dunne letter;	



26-Sep-24	Telephone conference regarding offer strategy;	
27-Sep-24	Engage file regarding sale of property; telephone conference between Tim Dunn and Dominique Michaud regarding sale of property;	
	Review LRO guide and locate LRO direction for vesting order;] review motion materials;	
30-Sep-24	Email and telephone conferences between Tim Dunn and Dominique Michaud regarding offer to purchase the property;	
	<b>OUR FEE</b>	<b>\$7,125.50</b>
	<b>DISBURSEMENTS</b>	
	<i>* Indicates not subject to H.S.T.</i>	
	Computer Search - Teraview	*21.00
	Computer Search - Teraview	48.90
	<b>Total Disbursements</b>	<b>\$69.90</b>
	<u>H.S.T. (13%)</u>	
	on \$7,125.50 Fees	926.32
	on \$48.90 Disbursements	6.36
	<b>Total H.S.T.</b>	<b>\$932.68</b>
	<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>	<b><u>\$8,128.08</u></b>
	Outstanding account dated: 31-May-24	Ref. No. 183068
	Outstanding account dated: 31-Jul-24	Ref. No. 183750
		11,132.76
		4,064.58
	<b>TOTAL OUTSTANDING</b>	<b><u>\$23,325.42</u></b>
	<b>ROBINS APPLEBY LLP</b>	
	Per:	
		
	<b>Dominique Michaud</b>	
	E. & O.E.	
	/WL	

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**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.





BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: October 31, 2024  
**CLIENT No.:** 7796  
FILE No.: 2400351  
INVOICE No.: 184777  
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>	
	<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>
01-Oct-24	Review and revise Agreement of Purchase and Sale; email to Tim Dunn from Dominique Michaud regarding offer to purchase; review and revise Terra Bona Agreement of Purchase and Sale;  Review and revise agreement of purchase and sale for Sharno offer;  Review draft documents;  Attend conference call to discuss purchaser offers and comments to be made thereon;
02-Oct-24	Email regarding form Agreement of Purchase and Sale and counter proposal to Terra Bona;
03-Oct-24	Engage file regarding negotiation of Agreement of Purchase and Sale; telephone conference between Receiver and Dominique Michaud; telephone conference between Tim Dunn and Dominique Michaud;  Revise purchase agreement for Terra Bona offer;
04-Oct-24	Email correspondence regarding Terra Bona offer; telephone conference between Tim Dunn and Dominique Michaud regarding counteroffer ; review counteroffer; email report to BDO;
07-Oct-24	Engage file regarding Terra Bona counteroffer ; various telephone conferences between Tim Dunn and Dominique Michaud regarding deposit structure and purchase price; telephone conference and email with Gary Cerrato regarding priority payables;



08-Oct-24	Telephone conference between Tim Dunn and Dominique Michaud regarding improved offer; email to BDO regarding improved offer;	
10-Oct-24	Telephone conference between Tim Dunn and Dominique Michaud; email report to client;	
15-Oct-24	Review email from VCIB and telephone conference regarding counteroffer;	
17-Oct-24	Email report to BDO;	
18-Oct-24	Conference call regarding sign back of offer to prospective purchaser; various telephone conferences between Tim Dunn and Dominique Michaud;	
21-Oct-24	Telephone conference between Tim Dunn and Dominique Michaud; review and revise Agreement of Purchase and Sale;	
24-Oct-24	Engage file regarding termination of offer and counter-offer to Sharno Developments Inc.;	
28-Oct-24	Review email correspondence and telephone conference with BDO regarding offer to Sharno Developments Inc.	
30-Oct-24	Telephone conference with Gary Cerrato regarding status of Agreement of Purchase and Sale; email to Tim Dunn from Dominique Michaud regarding TBDL invoice;	
	<b>OUR FEE</b>	<b>\$13,644.50</b>
	<b>DISBURSEMENTS</b>	
	<i>* Indicates not subject to H.S.T.</i>	
	Computer Search - Teraview	3.00
	<b>Total Disbursements</b>	<b>\$3.00</b>
	<u>H.S.T. (13%)</u>	
	on \$13,644.50 Fees	1,773.79
	on \$3.00 Disbursements	0.39
	<b>Total H.S.T.</b>	<b>\$1,774.18</b>
	<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>	<b><u>\$15,421.68</u></b>
	Outstanding account dated: 31-May-24	Ref. No. 183068 11,132.76
	Outstanding account dated: 31-Jul-24	Ref. No. 183750 4,064.58
	Outstanding account dated: 30-Sep-24	Ref. No. 184478 8,128.08
	<b>TOTAL OUTSTANDING</b>	<b><u>\$38,747.10</u></b>



**ROBINS APPLEBY LLP**

Per:

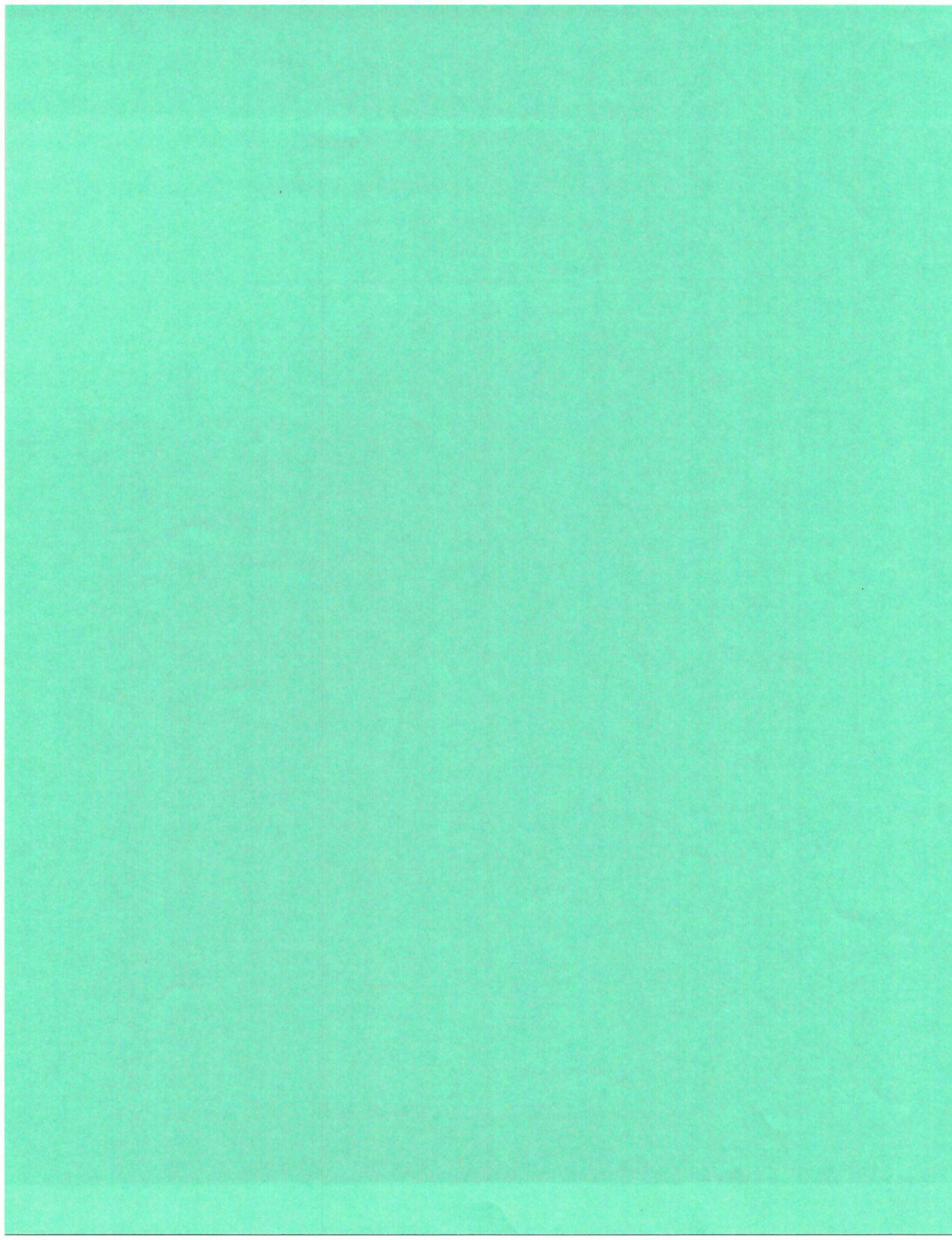
**Dominique Michaud**

E. & O.E.

/WL

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**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.






BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: January 31, 2025  
**CLIENT No.:** 7796  
FILE No.: 2400351  
INVOICE No.: 185998  
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

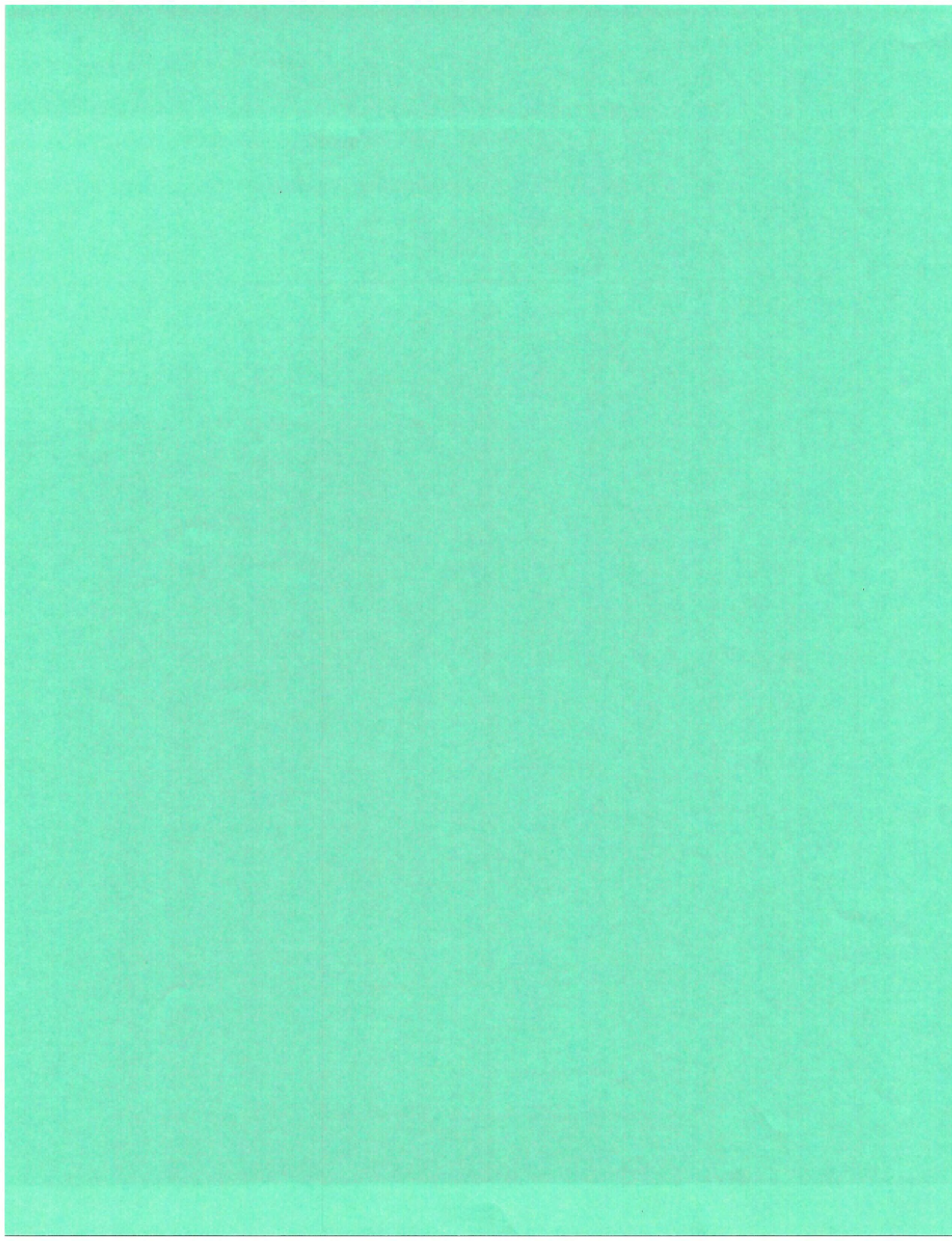
<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>		
<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>		
04-Nov-24	Review report regarding sales process;	
18-Dec-24	Email correspondence regarding sale process;	
19-Dec-24	Email regarding sale process status;	
02-Jan-25	Various emails regarding sale status;	
13-Jan-25	Email and telephone conferences regarding extension of OLT;	
14-Jan-25	Review revised Agreement of Purchase and Sale and email to Gary Cerrato regarding extension language;	
21-Jan-25	Review revised Agreement of Purchase and Sale; email report to client;	
27-Jan-25	Review email correspondence regarding OLT extension;	
28-Jan-25	Email correspondence regarding Sharno offer and OLT extension;	
30-Jan-25	Email correspondence regarding sign back of Agreement of Purchase and Sale;	
	<b>OUR FEE</b>	<b>\$1,920.00</b>
	<u>H.S.T. (13%)</u>	



on \$1,920.00 Fees		249.60
on \$0.00 Disbursements		0.00
<b>Total H.S.T.</b>		<b>\$249.60</b>
<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>		<b><u>\$2,169.60</u></b>
Outstanding account dated: 31-May-24	Ref. No. 183068	11,132.76
Outstanding account dated: 31-Jul-24	Ref. No. 183750	4,064.58
Outstanding account dated: 30-Sep-24	Ref. No. 184478	8,128.08
Outstanding account dated: 31-Oct-24	Ref. No. 184777	15,421.68
<b>TOTAL OUTSTANDING</b>		<b><u>\$40,916.70</u></b>
<b>ROBINS APPLEBY LLP</b>		
Per:		
		
<b>Dominique Michaud</b>		
E. & O.E.		
/WL		

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**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.





BDO Canada Limited  
500-20 Wellington Street East  
Toronto, ON M5E 1C5

DATE: April 25, 2025  
**CLIENT No.:** 7796  
FILE No.: 2400351  
INVOICE No.: 187049  
H.S.T. No.: 12139 1205 RT0001


Attention: Josie Parisi

<b>RE: Receivership - Cacoeli Terra Vaughan Ltd.</b>	
<b>FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:</b>	
03-Feb-25	Email regarding deposit; review signed Agreement of Purchase and Sale;
05-Feb-25	Email correspondence regarding deposit wire;
26-Feb-25	Review Endorsement regarding OSC investigation and email regarding fraudulent mortgage;
07-Mar-25	Email report regarding sale status;
21-Mar-25	Emails regarding next steps in sale process;
25-Mar-25	Conference call regarding due diligence extension;
02-Apr-25	Review proposed amendments; email to Gary Cerrato;
	Review and revise draft amending agreement;
04-Apr-25	Correspondence with Gary Cerrato with respect to draft amending agreement;
07-Apr-25	Telephone conference with Gary Cerrato with respect to finalization of amending agreement;
08-Apr-25	Review new Asset Purchase Agreement; email correspondence regarding new offer;



09-Apr-25	Email correspondence regarding sale approval;	
10-Apr-25	Various emails regarding Asset Purchase Agreement; review executed Asset Purchase Agreement; email correspondence regarding deposit logistics;	
13-Apr-25	Emails regarding wire deposit from 1001200007 Ontario Inc. and wire transfer to Sharno Developments Inc.;	
14-Apr-25	Emails regarding wire transfer to Sharno Developments Inc. and release wire;	
15-Apr-25	Email regarding procedure for scheduling urgent sale approval motion in Newmarket;	
	Emails between Dominique Michaud and Joey Jamil regarding process to schedule urgent motion; review practice direction to determine procedure for booking urgent motion;	
21-Apr-25	Engage file regarding sale approval motion and security opinion; email correspondence with VCIB regarding closing book;	
	Prepare security opinion;	
	Conference between Dominique Michaud and Joey Jamil regarding scheduling urgent motion;	
22-Apr-25	Engage file regarding motion date; prepare sale approval motion materials; communication with court regarding motion for sale approval; review lien priority analysis; email to lien claimant regarding holdback amounts ; email regarding return of interest on deposit amount;	
23-Apr-25	Email to Blaneys regarding consent to lien holdback;	
24-Apr-25	Engage file regarding draft sale approval motion materials; telephone conference between Tim Dunn and Dominique Michaud regarding lien priority;	
	<b>OUR FEE</b>	<b>\$11,287.00</b>
	<b>DISBURSEMENTS</b>	
	<i>* Indicates not subject to H.S.T.</i>	
	Wire Charges	*14.25
	Miscellaneous (Non-Taxable)	*465.75
	<b>Total Disbursements</b>	<b>\$480.00</b>
	<u>H.S.T. (13%)</u>	
	on \$11,287.00 Fees	1,467.31
	on \$0.00 Disbursements	0.00



<b>Total H.S.T.</b>		<b>\$1,467.31</b>
<b>TOTAL FEES, DISBURSEMENTS and H.S.T.</b>		<b><u>\$13,234.31</u></b>
Outstanding account dated: 31-May-24	Ref. No. 183068	11,132.76
Outstanding account dated: 31-Jul-24	Ref. No. 183750	4,064.58
Outstanding account dated: 30-Sep-24	Ref. No. 184478	8,128.08
Outstanding account dated: 31-Oct-24	Ref. No. 184777	15,421.68
Outstanding account dated: 31-Jan-25	Ref. No. 185998	2,169.60
<b>TOTAL OUTSTANDING</b>		<b><u>\$54,151.01</u></b>
<b>ROBINS APPLEBY LLP</b>		
Per: 		
<b>Dominique Michaud</b>		
E. & O.E.		
/WL		

**Online bill payment** is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

**Account Due When Rendered.** In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

THIS IS **EXHIBIT "B"** REFERRED TO IN  
THE AFFIDAVIT OF **JOEY JAMIL**  
SWORN BEFORE ME THIS 5<sup>th</sup>  
DAY OF MAY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**DOMINIQUE MICHAUD**

**Fees and Disbursement Summary of Robins Appleby LLP for the period from May 14, 2024 up to April 25, 2025**

<b>NAME</b>	<b>YEAR OF CALL</b>	<b>HOURLY RATE</b>	<b>TOTAL HOURS</b>	<b>TOTAL FEES BILLS</b>
Dominique Michaud	2009	\$740 (2024)	33.30	\$24,642.00
		\$775 (2025)	13.70	\$10,617.50
Ladislav Kovac	2014	\$625 (2024)	6.60	\$4,125.00
		\$670 (2025)	3.10	\$2,077.00
Joey Jamil	2018	\$440 (2024)	10.90	\$4,796.00
		\$475 (2025)	0.30	\$142.50
Jacquelyn Tan (Law Student)		\$265 (2024)	0.80	\$212.00
Natalie Caprara (Law Clerk)		\$340 (2024)	1.10	\$374.00
Kystra Ryan (Law Clerk)		\$300 (2024)	0.70	\$210.00
<b>SUBTOTAL FEES:</b>				\$47,196.00
H.S.T. @ 13%				\$6,135.48
<b>TOTAL FEES:</b>				<b><u>\$53,331.48</u></b>

Disbursements	\$802
H.S.T. @ 13% on Taxable Disbursements	\$17.52
<b>TOTAL DISBURSEMENTS:</b>	<b><u>\$819.52</u></b>
<b>TOTAL FEES, DISBURSEMENTS &amp; H.ST.</b>	<b><u>\$54,151.00</u></b>

**VANCITY COMMUNITY  
INVESTMENT BANK**

- and-

**CACOELI TERRA VAUGHAN LTD.,  
ET AL.**

*Applicant*

*Respondents*

Court File No.: CV-24-00001113-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT

**NEWMARKET**

**AFFIDAVIT OF JOEY JAMIL**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No.: 56871V**

Email: dmichaud@robapp.com  
Tel: (416) 360-3795

**Joey Jamil LSO No.: 74614L**

Email: jjamil@robapp.com  
Tel: (416) 360-3783

Lawyers for the Court-Appointed Receiver, BDO Canada  
Limited

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE** ) **WEDNESDAY, THE 14<sup>th</sup>**  
 )  
**JUSTICE** ) **DAY OF MAY, 2025**

**BETWEEN:**

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

-and-

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*, s 101;  
*Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**ORDER**

**(Approval and Vesting Order)**

**THIS MOTION** made by the BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of Cacoeli Terra Vaughan Ltd. (the "**Debtor**"), for the relief set out in the Notice of Motion dated May 5 , 2025, including the approval of the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the

Receiver in its capacity as Receiver of the Debtor and 1001200007 Ontario Inc (the "**Purchaser**") dated April 7, 2025 (the "**Sale Agreement**"), and vesting in the Purchaser the Debtor's right, title, benefit and interest in the assets described in the Sale Agreement (the "**Purchased Assets**") was heard this day by videoconference.

**ON READING** the Motion Record of the Receiver and the First Report of the Receiver dated May 5, 2025 (the "**Receiver's First Report**"), the Confidential Supplemental Report of the Receiver dated May 5, 2025 (the "**Confidential Report**"), the Affidavit of Joey Jamil sworn May 5, 2025 (the "**Robins Fee Affidavit**") and the Affidavit of Gary Cerrato sworn May 5, 2025 (the "**BDO Fee Affidavit**"), and on hearing the submissions of counsel for the Receiver and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Alannah Kent sworn May 5, 2025, filed.

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement.

2. **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.

3. **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 Debtor's right, title, benefit and interest in and to the Purchased Assets described in the Sale Agreement 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 Receivership Order dated the 1<sup>st</sup> day of May, 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 B** 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 C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a Transfer/Deed of Land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject 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 B** hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the 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.

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

7. **THIS COURT ORDERS** that, notwithstanding:

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

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 Debtor and shall not be void or voidable by creditors of Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial

legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **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.

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**SCHEDULE A**  
**FORM OF RECEIVER'S CERTIFICATE**

Court File No. CV-24-00001113-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

and

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU, KASEY  
HO-CHEUNG WONG, and MAJID SARKAR-TAVAKOLI**

Respondents

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice S.E. Fraser of the Ontario Superior Court of Justice (the "**Court**") dated May 1<sup>st</sup>, 2024, BDO Canada Limited was appointed as receiver (the "**Receiver**") of the assets, undertakings and properties of CACOELI TERRA VAUGHAN LTD. (the "**Debtor**") amongst others.

B. Pursuant to an Order of the Court dated May 14, 2025, the Court approved the agreement of purchase and sale made as of April 7, 2025 (the "**Sale Agreement**") between the Receiver and 1001200007 Ontario Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver 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, respectively; 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, in its capacity as Receiver, and not in its personal capacity**

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

Name:

Title:

**SCHEDULE B**

**CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO REAL PROPERTY**

**PIN 03344-0073 (LT)**

1. Instrument No. YR3289786 dated 2021/07/29 being a CHARGE in favour of VANCITY COMMUNITY INVESTMENT BANK
2. Instrument No. YR3289787 dated 2021/07/29 being a NOTICE OF ASSIGNMENT OF RENTS GENERAL in favour of VANCITY COMMUNITY INVESTMENT BANK
3. Instrument No. YR3408440 dated 2022/04/12 being a RESTRICTION-LAND
4. Instrument No. YR3618681 dated 2023/11/16 being a CONSTRUCTION LIEN in favour of TERRA BONA DEVELOPMENTS LTD.
5. Instrument No. YR3691688 dated 2024/06/26 being a COURT ORDER in favour of BDO CANADA LIMITED
6. Instrument No. YR3692139 dated 2024/06/26 being a CERTIFICATE OF ACTION in favour of TERRA BONA DEVELOPMENTS LTD.

**PIN 03344-0072 (LT)**

7. Instrument No. YR3289786 dated 2021/07/29 being a CHARGE in favour of VANCITY COMMUNITY INVESTMENT BANK
8. Instrument No. YR3289787 dated 2021/07/29 being a NOTICE OF ASSIGNMENT OF RENTS GENERAL in favour of VANCITY COMMUNITY INVESTMENT BANK
9. Instrument No. YR3408440 dated 2022/04/12 being a RESTRICTION-LAND
10. Instrument No. YR3618681 dated 2023/11/16 being a CONSTRUCTION LIEN in favour of TERRA BONA DEVELOPMENTS LTD.
11. Instrument No. YR3691688 dated 2024/06/26 being a COURT ORDER in favour of BDO CANADA LIMITED
12. Instrument No. YR3692139 dated 2024/06/26 being a CERTIFICATE OF ACTION in favour of TERRA BONA DEVELOPMENTS LTD.

**SCHEDULE C**  
**PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS**  
**RELATED TO THE REAL PROPERTY (UNAFFECTED BY THE VESTING ORDER)**

**PERMITTED ENCUMBRANCES**

1. The reservations, limitations, provisions and conditions expressed in the original grant from the Crown and all unregistered rights, interests and privileges in favour of the Crown under or pursuant to any applicable statute or regulation.
2. Any subdivision agreement, development agreement, servicing agreement, site plan agreement or any other agreement, document, regulation, subdivision control by-law or other instrument containing provisions relating to the Lands or the use, development, installation of services and utilities or the erection of buildings or other improvements in or on the Lands.
3. All easements, licenses, rights-of-way, watercourses and rights (and all reference plans with respect thereto), whether registered or unregistered, including without limitation those for access or for the installation and maintenance of public and private utilities and other services including without limitation, telephone lines, hydro-electric lines, gas mains, water mains, sewers and drainage and other services or for the maintenance, repair or replacement of any adjoining building or lands, including any cost sharing agreement relating thereto, or any right of re-entry reserved by a predecessor in title.
4. Any restrictive covenants and building restrictions affecting the Lands.
5. Any defects of title or encroachments by or onto the Lands, whether by gardens, fences, trees, buildings, foundations, or other structures or things, which may be revealed by any survey or reference plan of the Lands, whether now in existence or not.
6. Utility agreements, and other similar agreements with Authorities or private or public utilities affecting the Lands.
7. Liens for taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent.
8. Undetermined, inchoate or statutory liens and charges (including, without limitation, the liens of public utilities, workers, suppliers of materials, contractors, subcontractors, architects and unpaid Receivers of moveable property) incidental to any current operations of the Lands which have not been filed pursuant to any legal requirement or which relate to obligations not yet due or delinquent.
9. Zoning restrictions, restrictions on the use of the Lands or minor irregularities in title thereto.
10. The reservations, limitations, conditions and exceptions to title set out in the *Land Titles Act (Ontario)*.

**SCHEDULE D**  
**LEGAL DESCRIPTION**

**PIN 03344-0073**

PT LT 26 CON 4 VAUGHAN AS IN R650675 ; VAUGHAN

**PIN 03344-0072**

PT LT 26 CON 4 VAUGHAN AS IN R380165 ; VAUGHAN

**VANCITY COMMUNITY - and- CACOELI TERRA VAUGHAN LTD.,  
INVESTMENT BANK ET AL.**

*Applicant*

*Respondents*

Court File No.: CV-24-00001113-0000

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT NEWMARKET

**APPROVAL AND VESTING ORDER**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No.: 56871V**

Email: dmichaud@robapp.com  
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**Joey Jamil LSO No.: 74614L**

Email: jjamil@robapp.com  
Tel: (416) 360-3783

Lawyers for the Court-Appointed Receiver, BDO  
Canada Limited

# TAB 4

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE** ) **WEDNESDAY, THE 14<sup>th</sup>**  
 )  
**JUSTICE** ) **DAY OF MAY, 2025**

**BETWEEN:**

**VANCITY COMMUNITY INVESTMENT BANK**

Applicant

-and-

**CACOELI TERRA VAUGHAN LTD., 2748983 ONTARIO LIMITED, CACOELI JANE  
TESTON LP, STREET BLOCK PARTNERS INC., JEDIDIAH KIT WAH LIU,  
KASEY HO-CHEUNG WONG, AND MAJID SARKAR-TAVAKOLI**

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1); *Courts of Justice Act*, s 101;  
*Rules of Civil Procedure*, rr 1.04, 2.03, 3.02, 14.05, 16.04, and 38.

**ORDER  
(Administration and Interim Distribution)**

**THIS MOTION** made by the BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of Cacoeli Terra Vaughan Ltd. (the "**Debtor**"), for the relief set out in the Notice of Motion dated May 5 , 2025, including the approval of the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Receiver in its capacity as Receiver of the Debtor and 1001200007 Ontario Inc (the "**Purchaser**")

dated April 7, 2025 (the "**Sale Agreement**"), and vesting in the Purchaser the Debtor's right, title, benefit and interest in the assets described in the Sale Agreement (the "**Purchased Assets**") was heard this day by videoconference.

**ON READING** the Motion Record of the Receiver and the First Report of the Receiver dated May 5, 2025 (the "**Receiver's First Report**"), the Confidential Supplemental Report of the Receiver dated May 5, 2025 (the "**Confidential Report**"), the Affidavit of Joey Jamil sworn May 5, 2025 (the "**Robins Fee Affidavit**") and the Affidavit of Gary Cerrato sworn May 5, 2025 (the "**BDO Fee Affidavit**"), and on hearing the submissions of counsel for the Receiver and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Alannah Kent sworn May 5, 2025, filed.

### **SERVICE**

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

### **INTERIM DISTRIBUTIONS**

2. **THIS COURT ORDERS** that the Receiver is hereby authorized to make distributions to Vancity Community Investment Bank ("**VCIB**") in accordance with paragraphs 57-59 of the Receiver's First Report.

### **SEALING**

3. **THIS COURT ORDERS** that the Confidential Report is hereby sealed until the closing of the Transaction or upon further order of the Court.

**APPROVAL OF ACTIVITIES**

4. **THIS COURT ORDERS** that the activities of the Receiver as described in paragraph 29 of the Receiver's First Report are hereby approved.

**APPROVAL OF RECEIVER'S FEES AND EXPENSES AND ITS LEGAL COUNSEL**

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel as described in the Receiver's First Report, the BDO Fee Affidavit and the Robins Fee Affidavit are hereby approved.

---

**VANCITY COMMUNITY - and- CACOELI TERRA VAUGHAN LTD.,  
INVESTMENT BANK ET AL.**

*Applicant*

*Respondents*

Court File No.: CV-24-00001113-0000

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT NEWMARKET

**ORDER**  
**(Administration and Interim Distribution)**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

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Lawyers for the Court-Appointed Receiver, BDO  
Canada Limited

**VANCITY COMMUNITY - and-  
INVESTMENT BANK**

**CACOELI TERRA VAUGHAN LTD.,  
ET AL.**

*Applicant*

*Respondents*

Court File No.: CV-24-00001113-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT  
NEWMARKET**

**MOTION RECORD OF THE COURT-APPOINTED  
RECEIVER, BDO CANADA LIMITED**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No. 56871V**

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Lawyers for the Court-Appointed Receiver, BDO Canada  
Limited