

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MICHAEL CHU

Applicant

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE

Respondent

MOTION RECORD
(returnable November 19, 2024)

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Toronto, ON M2N 7E9

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**Lawyers for BDO Canada Limited, in its capacity as
Court-Appointed Receiver and Administrator**

TO: **SERVICE LIST**

SERVICE LIST
(as at January 5, 2024)

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2506275 ONTARIO LTD.**

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ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MICHAEL CHU

Applicant

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
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PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondents

NOTICE OF MOTION

BDO Canada Limited (“**BDO**”), in its capacity as court-appointed receiver (the “**Receiver**”), of the assets, undertaking and properties of 2506275 Ontario Limited will make a motion to a judge of the Ontario Superior Court of Justice (the “**Court**”) on Tuesday, November 19, 2024, at 10 am, or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

- In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In Person;
- By telephone conference;
- BY VIDEOCONFERENCE**

THE MOTION is for orders:

- (a) abridging the time for service of the Receiver’s notice of motion and motion record;

- (b) approving the sale transaction contemplated by the Agreement of Purchase and Sale for the real property municipally known as 1712 Lakeshore Rd. West, Mississauga, Ontario (the “**Real Property**”) between the Receiver and 1000941006 Ontario Inc. (“**1006 Ontario**” or the “**Purchaser**”), entered into on July 17, 2024 (the “**Sale Agreement**”), subject to court approval, and authorizing the Receiver to complete the transaction contemplated therein (the “**Transaction**”);
- (c) vesting title in and to the Real Property in the Purchaser free and clear of all liens and encumbrances;
- (d) sealing the Confidential Supplemental Report and the appendices thereto;
- (e) approving the First Report of the Receiver dated November 8, 2024 (the “**First Report**”), the Confidential Supplemental Report and the conduct and actions of the Receiver as described therein;
- (f) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (“**Chaitons**”), as outlined herein and detailed in the supporting fee affidavits appended hereto, including the Fee Accrual;
- (g) approving distributions of the net proceeds from the sale of the Real Property subject to a reasonable reserve until the Receiver’s discharge;
- (h) subject to any outstanding matters, following the closing of the Transaction, discharging BDO as Receiver and Administrator of the assets, undertakings and properties of the Company, including the Real Property;

- (i) releasing BDO from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver or Administrator; and
- (j) such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. In this action, the Plaintiff has claimed, *inter alia*, that the Defendants, Thi Thu Le (also known as Brenda Le, “**Brenda**”) and Cong Toan Tran (“**Tran**”) jointly and/or severally, fraudulently conveyed and transferred a number of properties owned by the Plaintiff directly or through corporations to themselves or for their benefit.
2. On May 26, 2024, pursuant to an order of this Court, BDO was appointed as administrator (in such capacity, the “**Administrator**”) over the Real Property and the properties collectively municipally known as 3319 Bloor Street, Toronto, Ontario (collectively, the “**Bloor Properties**”).
3. By Order of this Court dated December 22, 2023 (the “**Appointment Order**”), BDO was also appointed as Receiver over 2506275 Ontario Ltd. (“**250**” or the “**Company**”), including the Real Property.
4. The Real Property consists of two floors of leased space, which are currently occupied by two tenants. To date, the Receiver has collected rent from these tenants in the amount of \$74,994, inclusive of HST. Tran previously used the basement space of the Real Property for storage for his

contracting business. Despite an order of this Court requiring him to do so, Tran did not pay rent. As a consequence, the Receiver then secured the basement unit.

5. The Real Property is subject to a first ranking mortgage granted in favour of Meridian Credit Union Limited (“**Meridian**”) as security for a mortgage loan extended by Meridian to 250. As of October 26, 2023, 250 was indebted to Meridian in the aggregate amount of approximately \$327,734.04 plus accruing costs.

Marketing and Sale Process

6. The Receiver was appointed for the purpose of marketing the Real Property for sale.

7. The Receiver requested and obtained listing proposals from Avison Young Commercial Real Estate Services, LP, Brokerage (“**Avison**”), CBRE Limited, Real Estate Brokerage (“**CBRE**”) and D.W. Gould Realty Advisors Inc. (“**Gould**”) for the Real Property.

8. After engaging in discussions with all realtors regarding their listing price and broker commissions, on January 30, 2024, the Receiver entered into a listing agreement with Avison. Avison is a large national real estate services company and is familiar and experienced with commercial properties in the area. On Avison’s recommendation, the Real Property was listed at \$1,500,000.

9. Following its engagement by the Receiver, Avison commenced marketing of the Real Property described in greater detail in the First Report and in the Confidential Supplemental Report.

10. On March 20, 2024 Avison advised that, as a direct result of economic uncertainty and high interest rates, market interest for the Real Property fell to a level that would warrant a

reduction in the listing price to stimulate interest. Following discussions with Avison and Meridian on the recommended price reduction, on April 23, 2024, the Receiver reduced the listing price to \$1,349,000.

11. Avison presented the Receiver with three formal offers for the Real Property described in greater detail in the First Report and in the Confidential Supplemental Report. Following negotiations and counteroffers, on July 17, 2024, the Receiver accepted the Purchaser's Sale Agreement.

12. The salient terms of the Sale Agreement are:

- a. the Real Property is being sold on an "as is, where is" basis, with no representations or warranties provided by the Receiver;
- b. a non-refundable deposit was paid on acceptance of the offer and is being held by Chaitons;
- c. the sale is subject to Court approval and issuance of the vesting order; and
- d. the closing date is 10 calendar days following the issuance of the approval and vesting order.

Sealing Order

13. The Confidential Supplemental Report and the appendices attached thereto contain confidential and commercially sensitive information related to the Transaction, including the valuations of the Real Property delivered by the real estate brokerages. It would be harmful and materially prejudicial to the Receiver's sale process if this information were to be disclosed prior to the closing of the Transaction, in the event that the Transaction does not close as anticipated.

14. The Receiver recommends that the Confidential Supplemental Report and its Appendices be sealed pending the closing of the Transaction.

Receiver's Activities

15. A summary of the activities of the Receiver since its appointment in such capacity is included in the First Report from paragraphs 13 to 14.

Priority Payables

16. The Receiver has limited books and records of 250.

17. On January 26, 2024, the Receiver communicated its appointment with the Canada Revenue Agency (“**CRA**”) officer assigned to the Company’s receivership proceedings. The Receiver requested, among other things, confirmation of the Harmonized Sales Tax (“**HST**”) arrears, if any, together with the outstanding HST returns that are required to be filed.

18. CRA has recently advised the Receiver that the Company has not filed HST returns for the period January 1, 2020 to the date of the Appointment Order and has only recently notionally assessed an amount owing of \$15,000. CRA has not proved its claim to the Receiver, however, it is the Receiver’s opinion a notionally assessed amount is an unsecured claim that does not form a priority.

19. 250 did not have employees and CRA has confirmed that the Company did not have a source deductions account with CRA.

20. The Receiver has yet to quantify the full extent of the Priority Payables (as defined below) and continues to work with CRA to do so as expeditiously as possible. If the receiver and CRA are able to quantify the amounts owing to CRA prior to the Receiver’s discharge then the Receiver

will distribute that amount from the net sale proceeds. If the Receiver and CRA are not able to finalize the amounts owing to CRA prior to the Receiver's discharge, the net sale proceeds are sufficient to satisfy any obligations to CRA and will be paid into court.

21. The Receiver is in receipt of a property tax account statement provided by the bailiff for the City of Mississauga which reports the municipal property tax owing by 250 as of November 30, 2024 totalling \$56,975.07 (the "**Property Tax Arrears**" and with HST, the "**Priority Payables**").

Secured Creditors, Security Opinion and Proposed Distributions

22. The Receiver engaged its legal counsel, Chaitons, to undertake a security review of Meridian's security and to provide a legal opinion on the validity and enforceability of the security held by Meridian. Chaitons has advised the Receiver that subject to the usual qualifications and assumptions, it is of the opinion that the security granted by 250 in favour of Meridian creates a valid security interest enforceable in accordance with its terms.

23. The obligations of 250 to Meridian, including costs, fees, and interest charges to November 4, 2024, total approximately \$407,821.96 (with a reported per diem rate of \$81.04 and accruing legal fees) and are reflected in a statement provided to the Receiver.

24. Based upon the proceeds from the sale of the Real Property there will be sufficient funds to repay in full the Meridian Indebtedness. In addition, barring any unforeseen priority payables coming to light, and subject to a reasonable reserve until its discharge, the Receiver anticipates surplus proceeds will be available for distribution.

25. The Receiver requests permission of the Court to distribute to Meridian out of the net sale proceeds following the closing of the Transaction, the amount required to satisfy the Meridian indebtedness in full, including interest and costs to the date of closing of the Transaction.

26. In light of the ongoing litigation between the Plaintiff and Tran, the Receiver recommends that any surplus proceeds be paid into Court.

Administrator's and Receiver's Fees and Disbursements

27. Pursuant to paragraph 17 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver or BDO in its capacity as Administrator of the Real Property after September 1, 2023, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver's legal counsel, Chaitons, constitute part of the "Receiver's Charge".

28. Prior to BDO's appointment as administrator over the Real Property, TELB Mortgage Holding Corporation ("TELB") made a loan to Brenda, which was secured by a first mortgage against of the Bloor Properties. Pursuant to an Order of this Court dated April 26, 2023, \$332,078.55 was paid into Court (the "**Court Funds**").

29. Paragraph 9 of the Administrator's Order provides that the Administrator and its legal counsel shall be paid their reasonable fees and disbursements, which fees and disbursements shall be secured by a charge on the proceeds from the mortgage against the Bloor Property that were paid in to Court before the Administrator's appointment (the "**Court Funds**").

30. By Order dated September 19, 2023, this Court approved the fees and disbursements of BDO as Administrator of the Bloor Property and the Real Property for the time period ending

August 30, 2023, together with the fees and disbursements of its legal counsel and authorized the Administrator to pay those fees from the Court Funds.

31. In accordance with the September 19, 2023 Order, the fees and disbursements of BDO as Administrator of the Real Property and its legal counsel in the amount of \$21,430.44 were paid from the Court Funds (the “**Lakeshore Fees**”).

32. BDO and Meridian subsequently agreed that the fees and disbursements of BDO as Administrator of the Lakeshore property after September 1, 2023 will be paid from the sale proceeds of the Real Property and not the Court Funds. This agreement is reflected in paragraph 17 of the Appointment Order.

33. The Receiver seeks an order reimbursing BDO in its capacity as Administrator of the Bloor Properties for the Lakeshore Fees paid. The Court Funds do not relate to the Lakeshore Property. As such, in the Receiver’s view, it is just and convenient to reimburse the Administrator of the Bloor Properties for these expenditures that were not related to those properties.

34. Pursuant to the terms of the Order dated December 22, 2023, the Court approved the fees and disbursements of BDO as Administrator of the Real Property, and its counsel, up to November 30, 2023.

35. The First Report, including Appendices X and XI, contain detailed descriptions of the fees and disbursements incurred by BDO and Chaitons since December 1, 2023. The Receiver seeks an order approving those fees and disbursements.

36. Further, the Receiver and its legal counsel estimate they will incur additional fees and disbursements to complete the administration of the receivership proceeding, described in detail

in the First Report. The additional fees are not expected to exceed \$60,000, exclusive of disbursements and HST (the “**Fee Accrual**”).

Discharge of the Receiver

37. Upon quantifying and paying any Priority Payables and completion of the above distributions following closing of the Transaction, the Receiver will have substantially completed the administration of the receivership, subject to the residual matters set out below.

38. The Receiver therefore respectfully requests that the Court grant an order discharging BDO as Receiver and as Administrator over the Lakeshore Property subject to the Receiver performing the following:

- a. completing the Transaction;
- b. payment of a fee accrual of the Receiver and its counsel, together with any final estate expenses;
- c. distributing the funds in the Receiver’s hands;
- d. filing HST returns up to the Receiver’s discharge;
- e. issuing the Receiver’s final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA; and
- f. such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate.

66. Upon completion of the above noted items (collectively defined as the “**Remaining Activities**”), the Receiver will file a certificate with the Court confirming same (the “**Receiver’s**”).

Certificate”), whereupon the termination of this receivership proceeding and the discharge of BDO as Receiver and Administrator of the Real Property, and the accompanying release, would become effective.

39. Rules 2.03, 3.02, 16.01 and 37 of the *Rules of Civil Procedure* (Ontario);

40. Section 46(1) of the BIA; and

41. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. The First Report of the Receiver dated November 8, 2024;
2. Confidential Supplemental Report of the Receiver dated November 8, 2024; and
3. Such further and other material as counsel may advise and this Honourable Court may permit.

November 12, 2024

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**Lawyers for BDO Canada Limited, in its
capacity as Court-Appointed Receiver**

TO: SERVICE LIST

MICHAEL CHU
Applicant

-and-

THI THU LEE, et al.
Respondents

Court File No. CV-23-00005531-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

**NOTICE OF MOTION
(returnable November 19, 2024)**

CHAITONS LLP
Barristers & Solicitors
5000 Yonge Street, 10th Floor
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Maya Poliak (54100A)
Tel : (416) 218-1161
Email: maya@chaitons.com

**Lawyers for BDO Canada Limited, in its capacity as
Court-Appointed Receiver**

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MICHAEL CHU

Applicants

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER MCINTYRE & SMYTH
LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD.,
TELB MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS LTD., HARVEY M. MENDEL,
KOMAL MOONDI & MOONDI LAW PROFESSIONAL CORPORATION, STEWART TITLE GAURANTY
COMPANY and JOHN DOE

Respondents

FIRST REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
2506275 ONTARIO LTD.

November 12, 2024

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INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. In this Action, the Plaintiff claims, among other things, that the Defendants, Thi Thu Le also known as Brenda Le (“**Brenda**”) and Cong Toan Tran (“**Tran**”) jointly and/or severally, fraudulently conveyed and transferred a number of properties owned by the Plaintiff directly or through corporations to themselves or for their benefit.
2. 2506275 Ontario Ltd. (“**250**” or the “**Company**”) is an Ontario corporation with its registered head office located in Toronto, Ontario and is the registered owner of the real property municipally known as 1712 Lakeshore Rd. West, Mississauga, Ontario (the “**Real Property**”). The Real Property is a street facing retail building located in a strip mall complex. The Real Property consists of two floors of leased space.
3. Attached hereto as **Appendix “I”** is a copy of the corporate profile report for 250. The Corporate profile report names Cong Toan Tran (“**Tran**”) as the sole director and officer of 250. As described above, Mr. Tran’s interest in 250, together with his authority to act as a director and officer of this company, are the subject matter of ongoing litigation.
4. On May 26, 2023, pursuant to an order of this Court (the “**Administrator’s Order**”) BDO Canada Limited (“**BDO**”) was appointed as administrator (in such capacity, the “**Administrator**”) over the Real Property and the properties collectively municipally known as 3319 Bloor Street, Toronto, Ontario (collectively the “**Bloor Properties**”) in this proceeding. A copy of the Administrator’s Order is attached as **Appendix “II”**.
5. The Real Property is subject to a first ranking mortgage granted in favour of Meridian Credit Union Limited (“**Meridian**”) as security for a mortgage loan extended by Meridian to 250. As of October 26, 2023, 250 was indebted to Meridian in the aggregate amount of approximately \$327,734.04, plus accruing costs.
6. By Order of this Court dated December 22, 2023 (the “**Appointment Order**”), on an application by Meridian, BDO Canada Limited (“**BDO**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of 250. A copy of the Appointment Order is attached as **Appendix “III”**.
7. This first report of the Receiver dated November 12, 2024 (the “**First Report**”), and other court materials and orders issued and filed in this proceeding, including materials related to BDO’s role as administrator, are available on BDO’s case website at:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/2506275>.

8. The Receiver has also prepared and filed with the Court, subject to a request for a sealing Order, a Confidential Supplemental Report to this First Report dated November 12, 2024 (the “**Confidential Supplemental Report**”), which should be read in conjunction with this First Report and will assist the Court in considering the relief being sought by the Receiver herein.

Purpose of this Report

9. The purpose of this First Report is to: (i) provide an update to the Court on the Receiver’s activities following its appointment; and (ii) provide the Court with the evidentiary basis in support of the Receiver’s motion for an order:
 - a) approving the sale transaction contemplated by the Agreement of Purchase and Sale for the Real Property (the “**Sale Agreement**”) between the Receiver and 1000941006 Ontario Inc. (“**1006 Ontario**” or the “**Purchaser**”), entered into on July 17, 2024 (subject to Court approval), and authorizing the Receiver to complete the transaction contemplated therein (the “**Transaction**”);
 - b) vesting title in and to the Real Property in the Purchaser free and clear of all liens and encumbrances;
 - c) sealing the Confidential Supplemental Report and the appendices thereto;
 - d) approving this First Report, the Confidential Supplemental Report and the conduct and actions of the Receiver to date;
 - e) approving the fees and disbursements of BDO in its capacity as the Receiver and the Administrator of the Real Property, and its legal counsel, Chaitons LLP (“**Chaitons**”), as outlined herein and detailed in the supporting fee affidavits appended hereto, including the Fee Accrual;
 - f) approving distributions of the net proceeds from the sale of the Real Property;
 - g) authorizing the Receiver to pay any surplus funds in its possession into Court;
 - h) subject to completing any outstanding matters, following the closing of the Transaction, discharging BDO as Receiver and Administrator of the assets, undertakings and properties of the Company, including the Real Property; and

- i) releasing the Receiver and Administrator from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver or Administrator.

Scope and Terms of Reference

10. The First Report has been prepared for the use of this Court and the Company's stakeholders as general information relating to the Company and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for a purpose different than set out in this paragraph.

11. 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.

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

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

ACTIVITIES OF THE RECEIVER

13. Since its appointment, the Receiver has, *inter alia*:

- a) served the Appointment Order upon Tran and demanded that he deliver the books and records of the Company to the Receiver;
- b) attended at the Real Property, communicated with the tenants and collected rent;

- c) tended to necessary repairs and maintenance of the Real Property, including the HVAC system;
- d) notified the existing insurer and arranged for appropriate coverage;
- e) conducted regular site visits;
- f) prepared and mailed statutory notices pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (“BIA”);
- g) communicated with Canada Revenue Agency (“CRA”);
- h) communicated with the City of Mississauga re: status of marketing and property tax arrears;
- i) arranged and held discussions with realtors for the proposed marketing and sale of the Real Property;
- j) entered into a listing agreement with Avison (as defined herein) to market the Real Property for sale;
- k) reviewed and negotiated offers received on the Real Property and strategized with Avison; and
- l) communicated and kept the stakeholders apprised of marketing efforts and interest in the Real Property.

BOOKS AND RECORDS

14. Following its appointment, the Receiver requested that Tran turn over the books and records of the Company. Tran failed to disclose the location of, or deliver, the books and records to the Receiver. Accordingly, the Receiver has very limited books and records of the Company.

THE REAL PROPERTY

15. Prior to the Receiver’s appointment, BDO was appointed as Administrator over the Real Property and, among other things, communicated with tenants, made mortgage payments to Meridian and collected rents.
16. The tenants of the Real Property are: i) Guiseppa Cascioli (“Joe”) dba Spa in the Village Hair Salon and, ii) Voula Petrakis (“Voula”) dba Spa in the Village Aesthetics & Laser Clinic.

17. Joe operates from the ground floor and maintains a lease with 250 which expires on May 31, 2025. Joe pays gross monthly rent of \$2,900. Voula carries on business from the second floor and does not have a current lease. Voula pays gross monthly rent of \$1,582 per month.
18. Tran previously used the basement space of the Real Property for storage for his contracting business. On December 22, 2023, on a motion brought by the Administrator, the Honourable Justice J. McCarthy ordered, among other things, Tran to pay rent in the amount of \$500. Despite being served the order, Tran did not respond to the Receiver's demand for rent or pay any rent. The Receiver has secured the basement unit. A copy of the December 22, 2023 order is attached hereto as **Appendix "IV"**.
19. To date, total rent of \$74,994, inclusive of HST, has been collected from Joe and Voula and deposited in the Administrator's and/or Receiver's trust account.

MARKETING AND SALES PROCESS

20. The Receiver was appointed for the purpose of marketing the Real Property for sale.
21. Following its appointment, the Receiver requested and obtained listing proposals from Avison Young Commercial Real Estate Services, LP, Brokerage ("**Avison**"), CBRE Limited, Real Estate Brokerage ("**CBRE**") and D.W. Gould Realty Advisors Inc. ("**Gould**") for the Real Property. A summary of the listing proposals is attached to the Confidential Supplemental Report.
22. The Receiver engaged in discussions with all the realtors regarding their listing price and broker commissions.
23. On January 30, 2024, the Receiver entered into a listing agreement with Avison. Avison is a large national real estate services company and has substantial experience marketing commercial properties in the area for sale. On Avison's recommendation, the Real Property was listed at \$1,500,000.
24. Following its engagement by the Receiver, Avison commenced marketing of the Real Property, including:
 - i. Posting the listing with the Toronto Real Estate Board and on REALTOR.ca;
 - ii. Engaging in a digital campaign through the use of various social media outlets, email campaigns and website creation;
 - iii. Posting and promoting the Real Property to industry contacts;

- iv. Advertising the Real Property for sale using print media;
 - v. Cold calling; and
 - vi. Engaging in discussion with and providing property tours to interested parties.
25. Avison reported that initial interest in the Real Property was not as strong as originally expected. Notwithstanding this challenge, Avison continued its aggressive marketing campaign of the Real Property. The detailed activity of Avison is included in the Confidential Supplemental Report.
26. On March 20, 2024 Avison advised that, as a direct result of economic uncertainty and high interest rates, market interest in the Real Property fell to a level that would warrant a reduction in the listing price to stimulate interest.
27. Following discussion with Avison and Meridian on the recommended price reduction, on April 23, 2024, the Receiver reduced the listing price to \$1,349,000.
28. Avison presented the Receiver with three formal offers for the Real Property. The following is a summary of the timelines for each of these offers and counter offers:

| 1712 Lakeshore Rd W., Mississauga, Ontario | Date Offer Received |
|---|--------------------------------|
| #1 | 17-May-24 |
| #1 Receiver's counter | 21-May-24 |
| #2 | 21-Jun-24 |
| #2 Receiver's counter | 10-Jul-24 |
| #2 Buyer signback | 17-Jul-24 |
| #3 | 01-Aug-24 |

29. A summary of the offers is detailed in the Confidential Supplemental Report.
30. The Receiver countered offer #1, however, offeree #1 did not respond to the Receiver and did not pursue the acquisition any further.
31. The Receiver subsequently learned that offeree #1 purchased a neighbouring property.
32. Offer #2 was submitted by 1006 Ontario. The Receiver further negotiated the terms of the initial 1006 Ontario offer.

33. Offer #3 was submitted during the conditional period of offer #2 and was unacceptable in both purchase price and conditions.
34. After discussions with Meridian, on July 17, 2024, the Receiver accepted 1006 Ontario's Agreement of Purchase and Sale (the "Sale Agreement"). A redacted copy of the Sale Agreement is attached as **Appendix "V"**. An unredacted copy of the Sale Agreement is attached to the Confidential Supplemental Report as **Confidential Appendix "I"**. The following is a summary of the salient terms of the Sale Agreement:
- i. the Real Property is being sold "as is, where is" with no representations or warranties provided by the Receiver;
 - ii. a non-refundable deposit was paid on acceptance of the offer and is being held by Chaitons;
 - iii. the sale is subject to Court approval and issuance of a vesting order; and
 - iv. the closing date is 10 calendar days following the issuance of the approval and vesting order.
35. The Receiver recommends that this Court approve the Transaction for the following reasons:
- i. Avison undertook a thorough marketing process, in excess of 5 months, for the Real Property, which widely canvassed the market;
 - ii. 1006 Ontario has provided a substantial non-refundable deposit;
 - iii. The accepted offer from 1006 Ontario represents the highest and best offer received;
 - iv. The Transaction is commercially reasonable; and
 - v. Meridian, as the mortgage holder was kept apprised by the Receiver of the marketing and sale efforts and is in favour of proceeding with the Transaction.
36. The Receiver is of the view that the marketing and sales process was conducted in a manner that: (i) was fair to all who participated in it; (ii) maintained appropriate confidentiality and a level playing field for all potential and actual bidders; and (iii) resulted in the best and highest offer for the Real Property.
37. No information has come to the Receiver's attention which indicates that a better result could have been achieved.

PRIORITY PAYABLES

38. As mentioned above, the Receiver has limited books and records of the Company.
39. On January 26, 2024, the Receiver communicated its appointment with the CRA officer assigned to the Company's receivership proceedings. The Receiver requested, among other things, confirmation of the Harmonized Sales Tax ("HST") arrears, if any, together with the outstanding HST returns that are required to be filed.
40. CRA has recently advised the Receiver that the Company has not filed HST returns for the period January 1, 2020 to the date of the Appointment Order and has only recently notionally assessed an amount owing of \$15,000. CRA has not proved its claim to the Receiver, however, it is the Receiver's opinion a notionally assessed amount is an unsecured claim that does not form a priority.
41. 250 did not have employees and CRA has confirmed that the Company did not have a source deductions account with CRA.
42. The Receiver has yet to quantify the full extent of the Priority Payables (as defined below) and continues to work with CRA to do so as expeditiously as possible. If the receiver and CRA are able to quantify the amounts owing to CRA prior to the Receiver's discharge then the Receiver will distribute that amount from the net sale proceeds. If the Receiver and CRA are not able to finalize the amounts owing to CRA prior to the Receiver's discharge, the net sale proceeds are sufficient to satisfy any obligations to CRA and will be paid into court.
43. The Receiver is in receipt of a property tax account statement provided by the bailiff for the City of Mississauga which reports the municipal property tax owing by 250 as of November 30, 2024 totalling \$56,975.07 (the "Property Tax Arrears" and with HST, the "Priority Payables").

SECURED CREDITORS, SECURITY OPINION(S) AND PROPOSED DISTRIBUTIONS

44. The Receiver engaged its legal counsel, Chaitons, to undertake a security review of Meridian's security and to provide a legal opinion on the validity and enforceability of the security held by Meridian. Chaitons has advised the Receiver that subject to the usual qualifications and assumptions, it is of the opinion that the security granted by 250 in favour of Meridian creates a valid security interest enforceable in accordance with its terms. A copy of the security opinion is available upon request.

45. The obligations of 250 to Meridian, including costs, fees, and interest charges to November 4, 2024, total approximately \$407,821.96 (with a reported per diem rate of \$81.04 and accruing legal fees) and are reflected in a statement provided to the Receiver attached as **Appendix "VI"**.
46. Based upon the proceeds from the sale of the Real Property there will be sufficient funds to repay in full the Meridian Indebtedness. In addition, barring any unforeseen priority payables coming to light, and subject to a reasonable reserve until its discharge, the Receiver anticipates surplus proceeds will be available for distribution.
47. Accordingly, the Receiver requests permission of the Court to distribute to Meridian out of the net sale proceeds following closing of the Transaction, the amount required to satisfy the Meridian Indebtedness in full, including interest and costs to the date of closing of the Transaction.

INTERIM STATEMENT OF OPERATIONAL RECEIPTS AND DISBURSEMENTS

48. Attached as **Appendix "VII"** is a summary of the interim operational receipts and disbursements associate with the rental and management of the Real Property during the Administrator and Receiver administrations ("**R&D**"). As the Transaction has not closed, the R&D is limited to the receipts and disbursements from the date of the Administrator's appointment to October 31, 2024.

PROFESSIONAL FEES

49. Pursuant to paragraph 17 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver or BDO in its capacity as Administrator of the Real Property after September 1, 2023, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver's legal counsel, Chaitons, constitute part of the "Receiver's Charge."
50. Prior to BDO's appointment as administrator over the Real Property, TELB Mortgage Holding Corporation ("**TELB**") made a loan to Brenda, which was secured by a first mortgage against of the Bloor Properties. Pursuant to an Order of this Court dated April 26, 2023, \$332,078.55 was paid into Court (the "**Court Funds**").
51. Paragraph 9 of the Administrator's Order provides that the Administrator and its legal counsel shall be paid their reasonable fees and disbursements, which fees and disbursements shall be secured by a charge on the Court Funds.

52. By Order dated September 19, 2023, this Court approved the fees and disbursements of BDO as Administrator of the Bloor Property and the Real Property for the time period ending August 30, 2023, together with the fees and disbursements of its legal counsel and authorized the Administrator to pay those fees from the Court Funds. A copy of the September 19, 2023 Order is attached as **Appendix "VIII"**.
53. In accordance with the September 19, 2023 Order, the fees and disbursements of BDO as Administrator of the Real Property, to August 31, 2023, in the amount of \$21,430.44 were paid from the Court Funds (the "**Lakeshore Fees**"). A copy of the summary of the Administrator's fees is attached as **Appendix "IX"**.
54. BDO and Meridian subsequently agreed that the fees and disbursements of BDO as Administrator of the Lakeshore property after September 1, 2023 will be paid from the sale proceeds of the Real Property and not the Court Funds. This agreement is reflected in paragraph 17 of the Appointment Order.
55. Pursuant to the terms of the Order dated December 22, 2023, a copy of which is attached as **Appendix "IV"**, the Court approved the fees and disbursements of BDO as Administrator of the Real Property, and its counsel, up to November 30, 2023.
56. The fees and disbursements of the Receiver and Administrator of the Real Property for the period commencing December 1, 2023 to November 6, 2024 are detailed in the affidavit of Josie Parisi sworn November 8, 2024, a copy of which is attached hereto as **Appendix "X"**. The fees and disbursements of Chaitons for the period of December 1, 2023 to October 30, 2024 are detailed in the affidavit of Laura Culleton sworn November 8, 2024, a copy of which is attached as **Appendix "XI"**.
57. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver and Administrator of the Real Property. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.
58. The fees of the Receiver and Administrator for the period of December 1, 2023 to November 6, 2024 encompass 72.9 hours at an average hourly rate of approximately \$483.97 for a total of \$35,821.25 prior to disbursements of \$109.57 and applicable taxes. The Receiver and Administrator is therefore requesting that this Honourable Court approve total fees and disbursements inclusive of applicable taxes in the amount of \$39,991.63.

59. Chaitons fees for the period of December 1, 2023 to October 31, 2024 encompass 21.9 hours at an average hourly rate of approximately \$632.72 for a total of \$13,856.50 prior to applicable taxes. The Receiver is therefore requesting that this Honourable Court approve Chaitons total fees and disbursements inclusive of applicable taxes in the amount of \$15,657.85.
60. The Receiver respectfully submits that the Receiver and Administrator's fees and disbursements, and Chaitons fees and disbursements, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Administrator's Order and the Appointment Order.
61. The Receiver seeks an order reimbursing BDO in its capacity as Administrator of the Bloor Property for the Lakeshore Fees paid. The Court Funds do not relate to the Lakeshore Property. As such, in the Receiver's view, it is just and convenient to reimburse the Administrator of the Bloor Property for these expenditures that were not related to that property.
62. Further, the Receiver and its legal counsel estimate they will incur additional fees and disbursements to complete the administration of the receivership proceeding, including but not limited to:
- i. Drafting and finalizing this First Report and the Confidential Supplemental Report;
 - ii. Attending Court on November 19, 2024 in respect of the approval of the Transaction and this First Report;
 - iii. Monitoring the Real Property and continuing to communicate with tenants until the Transaction is completed;
 - iv. Completing the Transaction;
 - v. Finalizing all outstanding statutory returns, including pre-receivership HST;
 - vi. Determining and paying and Priority Payables;
 - vii. Continuing to work with CRA to determine extent of HST arrears and outstanding filings;
 - viii. Filing the Receiver's HST returns to completion of this administration and follow up for receipt of any input tax credits;

- ix. Filing the Receiver's final report with the Office of the Superintendent of Bankruptcy;
- x. Distributing the surplus funds in the Receiver's hands; and
- xi. Filing its discharge certificate to conclude its mandate.

The additional fees are not expected to exceed \$60,000, exclusive of disbursements and applicable HST (the "Fee Accrual").

DISCHARGE OF THE RECEIVER

- 63. Upon quantifying and paying any Priority Payables and completion of the above distributions following closing of the Transaction, the Receiver will have substantially completed the administration of the receivership, subject to the residual matters set out below.
- 64. The Receiver therefore respectfully requests that the Court grant an order discharging BDO as Receiver and as Administrator over the Lakeshore Property subject to the Receiver performing the following:
 - i. Completing the Transaction;
 - ii. Payment of a fee accrual of the Receiver and Counsel, together with any final estate expenses;
 - iii. Distributing the funds in the Receiver's hands;
 - iv. Filing HST returns up to the Receiver's discharge;
 - v. Issuing the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA; and
 - vi. Such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate.
- 65. Upon completion of the above noted items (collectively defined as the "Remaining Activities"), the Receiver will file a certificate with the Court confirming same (the "Receiver's Certificate"), whereupon the termination of this receivership proceeding and the discharge of BDO as Receiver and Administrator of the Real Property, and the accompanying release, would become effective.

RECOMMENDATIONS

66. The Receiver recommends and respectfully requests that this Honourable Court make an Order as requested in paragraph 9 above.

All of which is respectfully submitted this 12th day of November 2024.

BDO CANADA LIMITED
in its capacity as Court-Appointed Receiver
of 2506275 Ontario Limited
and without personal or corporate liability

A handwritten signature in black ink, appearing to read 'P. Naumis', is written over a horizontal line.

Name: Peter Naumis, B. Comm., CIRP, LIT
Title: Vice President

APPENDIX I



Profile Report

2506275 ONTARIO LIMITED as of December 07, 2023

| | |
|--|---|
| Act | Business Corporations Act |
| Type | Ontario Business Corporation |
| Name | 2506275 ONTARIO LIMITED |
| Ontario Corporation Number (OCN) | 2506275 |
| Governing Jurisdiction | Canada - Ontario |
| Status | Active |
| Date of Incorporation | February 25, 2016 |
| Registered or Head Office Address | 3319c Bloor Street West, Toronto, Ontario, Canada, M8X 1E7 |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name CONG TOAN TRAN
Address for Service 1355 Paardeburgh Avenue, Ottawa, Ontario, Canada, K1V
6V6
Resident Canadian No
Date Began March 24, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name CONG TOAN TRAN
Position President
Address for Service 1355 Paardeburgh Avenue, Ottawa, Ontario, Canada, K1V 6V6
Date Began March 24, 2022

Name CONG TOAN TRAN
Position Secretary
Address for Service 1355 Paardeburgh Avenue, Ottawa, Ontario, Canada, K1V 6V6
Date Began March 24, 2022

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Director/Registrar

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Corporate Name History

Name

2506275 ONTARIO LIMITED

Effective Date

February 25, 2016

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Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

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Document List

| Filing Name | Effective Date |
|---|-------------------|
| CIA - Notice of Change PAF: Cong Toan TRAN | April 01, 2022 |
| Annual Return - 2019 PAF: MICHAEL CHU - DIRECTOR | March 22, 2020 |
| Annual Return - 2018 PAF: MICHAEL CHU - DIRECTOR | May 05, 2019 |
| Annual Return - 2017 PAF: MICHAEL CHU - DIRECTOR | February 18, 2018 |
| Annual Return - 2016 PAF: MICHAEL CHU - DIRECTOR | February 26, 2017 |
| CIA - Initial Return PAF: MICHAEL CHU - DIRECTOR | April 15, 2016 |
| BCA - Articles of Incorporation | February 25, 2016 |

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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V. Quintanilla W.

Director/Registrar

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APPENDIX II



**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.) FRIDAY, THE 26TH
JUSTICE McCarthy) DAY OF MAY, 2023.

B E T W E E N:

MICHAEL CHU

Plaintiff

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER,
MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO LTD,
BRISTOL GREEN CORP. LTD., TELB Mortgage Holding Corporation o/a TELB Investments
Ltd., Harvey M. Mendel, Komal Moondi & Moondi Law Professional Corporation, Stewart Title
Guaranty Company and JOHN DOE

Defendants

ORDER

APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, BDO Canada Limited (in such capacity, the "**Administrator**") is hereby appointed administrator, without security, of the following real properties (collectively the "**Properties**"):

(a) Municipally known as A & B 3319 Bloor Street West, Etobicoke, ON M8X 1E7: Legal Description: Consolidation of Various Properties PT LOTS 3 & 4, PLAN 2637 AS IN EB526045; Etobicoke; City of Toronto;

(b) Municipally known as C 3319 Bloor Street West, Etobicoke, Ontario, M8X 1E7: Legal Description: PT LT 3, PL 2637, AS IN EB490355; Etobicoke; City of Toronto.; and

(c) Municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5: Legal Description: PT LT 28 CON 3 SDS Toronto AS IN VS402644; S/T & T/W VS402644; Mississauga, Subject to an Easement over Part 9 on 43R39459 AS IN PR3696705.

ADMINISTRATOR’S POWERS

2. THIS COURT ORDERS the Administrator is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Administrator considers it necessary or desirable:

(a) to collect all rents from any tenants of the Properties, and any other proceeds generated from the Properties (“**Rents**”);

(b) to maintain the Rents in a separate trust account;

(c) to manage, maintain and renew commercial and residential tenants and leases, and perform up-keep, and maintenance and pay for reasonable expenses thereof in connection with the Properties;

(d) to assess the needs for maintenance and remedial work in connection with the Properties;

(e) to engage the appropriate service provider(s) to see such work is undertaken in connection with the Properties;

(f) to investigate and report on the true and accurate financial circumstances of the Properties, including, without limitation, in connection with property tax obligations, income tax obligations, financial obligations, leases, sources of revenue, and any required maintenance, upkeep, repair and remediation (the “**Investigation Mandate**”);

(g) to report on the Investigation Mandate, at a time and in a manner as the Administrator in its discretion may deem reasonable, on an interim basis and/or final basis. All Parties, and Meridian Credit Union Limited (“**Meridian**”) shall be provided with a copy of any such Report(s). The

Report(s), or portions thereof, may be filed under seal if requested by the Administrator or any of the Parties to this proceeding, on terms that may be agreed among the Plaintiff and the Defendants (collectively the “**Parties**”) and/or ordered by the Court;

(h) to bring into good standing and continue to maintain and pay any obligations in connections with the Properties, including, without limitation, for real property taxes, to Meridian and to TELB Mortgage Holding Corporation (“**TELB**”) in connection with their respective mortgages registered against the Properties, including, without limitation, from the Rents;

(i) to return to Court for an order directing the payment the such obligations as set out in paragraph 2(h) herein from, *inter alia*, the Court Funds (as defined below), at such time and in such manner as the Court may determine;

(j) to receive, preserve, and protect any documentation that comes into the possession of the Administrator, as the Administrator in its discretion may deem reasonable;

(k) 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 Administrator's powers and duties, including without limitation those conferred by this Order;

(l) 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 any of the Parties, in their personal capacity(s), or in their capacity(s) as a shareholder, officer and/or director of any corporation, to assist with the exercise of the Administrator’s powers and duties, including without limitation, those conferred by this Order;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Administrator deems appropriate on all matters relating to the Properties and the Investigation Mandate, and to share information, subject to such terms as to confidentiality as the Administrator deems advisable;

(n) to return to this Court to seek an appointment as a possessory receivership over the Properties and/or to amend or modify the Administrator's powers and duties, including without limitation those conferred by this Order; and

(o) 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 Administrator 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), and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE ADMINISTRATOR

3. THIS COURT ORDERS that (i) the Parties, (ii) their employees, agents, accountants, legal counsel and shareholders, and all other persons acting on his instructions or behalf, and (iii) all 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 Administrator 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 Properties, 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 Administrator or permit the Administrator to make, retain and take away copies thereof and grant to the Administrator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 3 or in paragraph 4 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 Administrator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

4. 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 Administrator for the purpose of allowing the Administrator 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 Administrator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Administrator. Further, for the purposes of this paragraph, all Persons shall provide the Administrator with all such assistance in gaining immediate access to the information in the Records as the Administrator may in its discretion require including providing the Administrator with instructions on the use of any computer or other system and providing the Administrator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE ADMINISTRATOR

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

LIMITATION ON THE ADMINISTRATOR'S LIABILITY

6. THIS COURT ORDERS that the Administrator 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. Nothing in this Order shall derogate from the protections afforded the Administrator by any applicable legislation.

FUNDING OF THE ADMINISTRATOR

7. THIS COURT ORDERS and directs that, for the purpose of funding the powers and duties conferred on the Administrator by this Order, the funds paid into the account of the Superior Court of Justice (the "**Accountant**") pursuant to paragraph 6 of the Order of the Honourable Justice McCarthy dated April 27, 2023 (the "**Court Funds**") in the amount of \$15,000.00 be made payable to the Administrator in Trust (the "**Trust Account**"), which shall be held by the Administrator to be paid in accordance with the terms of this Order or any further Order of this Court.

8. THIS COURT ORDERS that for the purpose of funding the powers and duties conferred on the Administrator by this Order, the Administrator may request such additional funds at such time and in such manner as the Administrator may in its discretion reasonably require from time

to time, and absent the mutual consent for such funding of the Administrator, the Parties, and Meridian, the Administrator may return to Court for an order directing the payment of such funding at such time and in such manner as the Court may determine.

ADMINISTRATOR'S ACCOUNTS

9. THIS COURT ORDERS that the Administrator and counsel to the Administrator 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 Administrator and counsel to the Administrator shall be entitled to and are hereby granted a charge (the "**Administrator's Charge**") on the Court Funds, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Administrator's Charge shall form a first charge on Court Funds 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.

10. THIS COURT ORDERS that the Administrator and its legal counsel shall pass its accounts from time to time.

11. THIS COURT ORDERS that prior to the passing of its accounts, the Administrator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, including without limitation, out of the Trust Account, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Administrator or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

12. THIS COURT ORDERS that paragraphs 7-9 above are without prejudice to the issue of reimbursement by a party or parties, of any and all Administrator fees and disbursements (including, but not limited to her agents, lawyers and contractors) being determined at a later hearing or by the trial judge.

SERVICE AND NOTICE

13. THIS COURT ORDERS that the Administrator 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, email, or facsimile transmission to Sarwari or other interested parties at their respective addresses as last shown on the records of Sarwari and that any such service or distribution by courier, personal delivery, email 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

14. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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

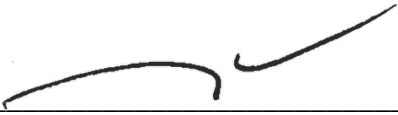
16. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Administrator and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Administrator and its agents in carrying out the terms of this Order.

17. THIS COURT ORDERS that the Administrator 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 Administrator 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.

18. THIS COURT ORDERS that nothing herein shall in any way prejudice third party creditors' rights and remedies in connection with the Properties, including, without limitation, any applicable tax authorities, Meridian and TELB, all of which are hereby reserved.

19. 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 Administrator 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.



APPENDIX III



D472

Court File No. CV-23-00000531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.)
JUSTICE J. McCARTHY)
FRIDAY, THE 22nd
DAY OF DECEMBER, 2023

MICHAEL CHU

Plaintiff

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY
COMPANY and JOHN DOE

Defendant

ORDER
(appointing Receiver)

THIS MOTION made by Meridian Credit Union Limited (the "Applicant") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Defendant 2506275 Ontario Ltd. (the "Debtor"), including the Real Property (as defined below) , was heard this day at 75 Mulcaster Street, Barrie, Ontario.

D248

ON READING the affidavit of Irene Dyson sworn November 10, 2023 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of BDO Canada Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion 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 (the "Property"), including real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 and bearing the following legal description: PT LT 28 CON 3 SDS Toronto AS IN VS402644; S/T & T/W VS402644; Mississauga, Subject to an Easement over Part 9 on 43R39459 AS IN PR3696705 (the "Real Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor in connection with the Real Property, 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 in connection with the Real Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, real estate agents/brokers 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 receive and collect all monies and accounts now owed or hereafter owing to the Debtor, including without limitation any rent, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor;
- (g) 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;
- (h) 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;

- (i) 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;
- (j) 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 \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.
- (k) 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;
- (l) 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;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) 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 in connection with the Real Property;

- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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 IN RESPECT OF THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided however, that nothing in this Order shall impair the ability of any party to advance the proceeding commenced by the Plaintiff, Michael Chu, against all of the named Defendants in this action bearing Court file no. CV-23-00000531 (the "Action") or the right of any party to the Action to make any third party or cross claims against the Debtor or the Property in connection with any issues or matters relating to the Action.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. 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

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or in respect of the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor or in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, 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

12. 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 the sale of all or any of the Property and the collection of any rent or proceeds in respect of the Property, 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.

PIPEDA AND CASL

13. 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.

14. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may

be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. 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

16. 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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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

17. 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, incurred by BDO Canada Limited in its capacity as Court-appointed Administrator of the Property from September 1, 2023 to the date of this Order, 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.

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

19. 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

20. 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 \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the

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

21. 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.

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

23. 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

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/2506275>'.

25. 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

26. 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.

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

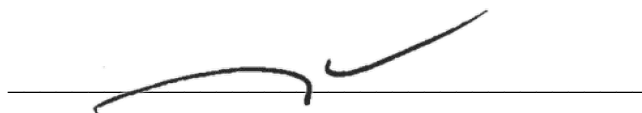
28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

29. 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.

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

31. 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.

32. THIS COURT ORDERS that nothing herein shall prejudice: (i) the Order of the Honourable Justice McCarthy dated May 26, 2023 (the "Administrator Order"), which shall remain in full force and effect, but only to the extent that the Administrator Order not in conflict with the terms and provisions of this Order, which, in such case, shall govern, or (ii) the Plaintiff or the Defendants from claiming against each other for any costs and/or fees required to maintain and affect the receivership herein, including but not limited to managing, dealing with and selling the Property, inclusive of legal fees, which are to be determined by the trial Judge, or the Judge hearing costs, on final disposition of the matter or otherwise.

A handwritten signature in black ink is written over a solid horizontal line. The signature is stylized and appears to consist of several connected strokes.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited the receiver (the "Receiver") the property owned by the debtor 2506275 Ontario Ltd. municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5: Legal Description: PT LT 28 CON 3 SDS Toronto AS IN VS402644; S/T & T/W VS402644; Mississauga, Subject to an Easement over Part 9 on 43R39459 AS IN PR3696705 (the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number CV-23-00000531-0000, 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.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

MICHAEL CHU
Plaintiff

-and-

THI THU LEE, et al.
Defendants

Court File No. CV-23-00000531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE

ORDER

LIPMAN, ZENER & WAXMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario, M2N 6N5

Tel: 416-789-0652
Fax: 416-789-9015

IAN KLAIMAN
LSO No. 58955G
Email: iklaiman@lzwlaw.com

JASON SPETTER
LSO No. 46105S
Email: jspetter@lzwlaw.com

Lawyers for Meridian Credit Union Limited

APPENDIX IV

- b) varying the Order of this Court dated May 12, 2023 to require the Defendant, Thi Thu Le, also known as Brenda Le (“**Brenda**”) to pay monthly rent for her and her children’s occupation of 3319 Bloor in the total amount of \$2,000 per month;
- c) ordering and Cong Toan Tran to pay monthly rent to the Administrator for his usage of the basement facility at 1712 Lakeshore in the amount of \$500 per month;
- d) approving the activities of the Administrator as detailed in the Second Report to the Court dated December 5, 2023 (the “**Second Report**”);
- e) approving the fees and disbursements of the Administrator and its legal counsel, as detailed in the Second Report and the fee affidavits attached as Appendices IX and X to the Second Report (collectively, the “**Fee Affidavits**”);
- f) authorizing and directing the release of \$70,000 of the funds paid into Court pursuant to an order dated April 26, 2023 (the “**Court Funds**”) to be released to the Administrator;
- g) authorizing the Administrator to pay: (i) its professional fees and those of its legal counsel; and (ii) property taxes on 3319 Bloor from the released Court Funds;
- h) ordering Brenda to provide access to the Administrator and its advisors to the residential apartment occupied by Brenda located at 3319C Bloor for the purpose of determining any necessary repairs and to carry out such repairs,

was heard this day by videoconference via Zoom in Toronto, Ontario.

ON READING the Administrator’s Notice of Motion, its First Report to the Court dated September 7, 2023, its Second Report, and on hearing the submissions of counsel for the Administrator and counsel for Meridian Credit Union Limited, no other party in attendance despite having been served,

ACTIVITIES

1. **THIS COURT ORDERS** that the activities of the Administrator as detailed in the Second Report be and hereby are approved; provided, however, that only the Administrator, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

FEE APPROVAL AND COURT FUNDS

2. **THIS COURT ORDERS** that the fees and disbursement of the Administrator and its legal counsel as detailed in the Second Report and the Fee Affidavits be and hereby are approved.

3. **THIS COURT ORDERS** that the funds paid into the accountant of the Superior Court of Justice (the “**Accountant**”) pursuant to paragraph 6 of the Order of the Honourable Mr. Justice McCarthy dated April 27, 2023 (the “**Court Funds**”) in the amount of \$70,000 be made payable to the Administrator (the “**Released Funds**”).

4. **THIS COURT ORDERS** that the Administrator is authorized and directed to use the Released Funds to pay:

- (a) fees and disbursements of the Administrator incurred in exercising its court mandate in connection with 3319 Bloor in the amount of \$20,340.00;
- (b) fees and disbursements of the Administrator’s legal counsel, Chaitons LLP, incurred in exercising the Administrator’s court mandate in connection with 3319 Bloor in the amount of \$17,006.82; and
- (c) property taxes on 3319 Bloor to and including March 2024,

as detailed in the Second Report and the Fee Affidavits.

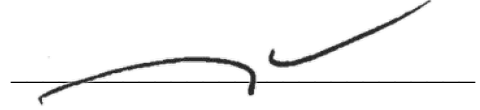
5. **THIS COURT ORDERS** that paragraphs 4 to 5 herein are without prejudice to the issue of reimbursement by any party or parties of any and all of the Administrator’s and its counsels’ fees and disbursements, as **well** as any property taxes, including any amount of money secured by any charge obtained to fund such fees, expenses and repairs, being determined at a later hearing or at trial in this Action.

PAYMENT OF RENT

6. **THIS COURT ORDERS** that Tran be and hereby is required to pay monthly rent to the Administrator for the rental of the basement facility at 1712 Lakeshore in the amount of \$500.00 per month, all inclusive, payable on the first day of every month commencing on October 1, 2023 and ending on the date that the Administrator is discharged.

ADJOURNMENT

7. **THIS COURT ORDERS** that the balance of the relief sought by the Administrator on this motion is adjourned to January 11, 2023 at 1:00 pm.

A handwritten signature in black ink is written over a solid horizontal line. The signature consists of a series of fluid, connected strokes, including a prominent arch and a sharp upward curve at the end.

MICHAEL CHU
Plaintiff

and

THI THU LEE et. al.
Defendants

Court File No. CV-23-00000531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(DECEMBER 22, 2023)

CHAITONS LLP

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

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161

Email: maya@chaitons.com

**Lawyers for BDO Canada Limited in its capacity as
court appointed administrator**

APPENDIX V

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 21 day of June, 2024

BUYER: 1000941006 ONTARIO INC.
(Full legal names of all Buyers), agrees to purchase from

SELLER: BDO Canada Limited, in its capacity as court-appointed receiver of 2506275 Ontario Limited, the following
(Full legal names of all Sellers)

REAL PROPERTY:

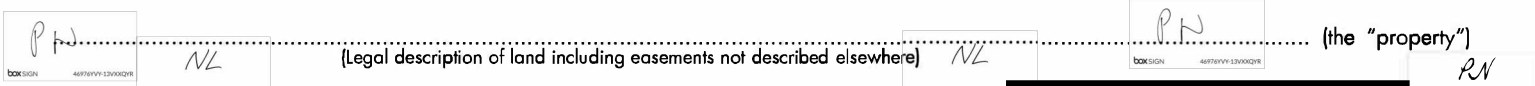
Address 1712 Lakeshore Rd W

fronting on the South East side of Lakeshore Rd W

in the City of Mississauga, Province of Ontario

and having a frontage of more or less by a depth of more or less

and legally described as PT LT 28 CON 3 SDS TORONTO AS IN VS402644; MISSISSAUGA (all of PIN 13490-011 (LT))

 (Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$)

NL by wire ~~negotiable cheque~~ payable to Chaitons LLP, in trust "Deposit Holder"
NL to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A & B attached hereto form(s) part of this Agreement.

PN **1. IRREVOCABILITY:** This offer shall be irrevocable by 15 ~~15~~ 19 Buyer ~~Seller~~ ~~Buyer~~ until 5:00 on 10 ~~10~~ day of July, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

PN **2. COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 ~~6:00~~ p.m. on the See Schedule "A" day of
....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
 (For delivery of Documents to Seller)

FAX No.:
 (For delivery of Documents to Buyer)

Email Address: markw@chaitons.com
 (For delivery of Documents to Seller)

Email Address: aidan.malloy@avisonyoung.com
 (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:
 See Schedule "A"

.....

NL
~~Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.~~

RN
5. FIXTURES EXCLUDED:
 See Schedule "A"

.....

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
 None

.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. ~~If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.~~

NL
RN

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20.....

(Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require, provided that no such authorization shall authorize any inspections of the property by the municipality and/or any other governmental authority.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land ~~providing that such are complied with;~~ (b) any registered municipal agreements and registered agreements with publicly regulated utilities ~~providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;~~ (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services ~~which do not materially affect the use of the property.~~ If within the specified times referred to in paragraph 8 any valid objection to title ~~or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire~~ is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy ~~or obtain insurance save and except against risk of fire (Title Insurance)~~ in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

NL
[Signature box with initials NL]

INITIALS OF SELLER(S):

RN
[Signature box with initials RN]

RN 15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

NL 16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. ~~If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.~~

NL 17. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer ~~a statutory declaration~~ certificate that Seller is not then a non-resident of Canada;
RN (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

RN 21. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.

NL 22. FAMILY LAW ACT: ~~Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.~~

NL 23. UFFI: ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. ELECTRONIC SIGNATURES: The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

28. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

na li

Jul 8, 2024

(Witness)

100941006 ONTARIO INC.

(Seal)

(Date)

, 2024

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

, 2024

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

BDO Canada Limited, in its capacity as court-appointed

receiver of 2506275 Ontario Limited

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

Peter Naumis

Jul 10, 2024

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage **Avison Young Commercial Real Estate Services, LP.** (Tel.No.)
..... **Aidan Malloy**
..... (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

BDO Canada Limited, in its capacity as court-appointed receiver of 2506275 Ontario Limited , 2024
(Seller) (Date)

..... , 2024
(Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

Address for Service

Address for Service

Seller's Lawyer **Chaitons LLP (Attention: Mark Willis-O'Connor)** (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address **5000 Yonge St., Fl. 10, Toronto, ON, M2N 7E9**

Address

Email **markw@chaitons.com**

Email


416 218-1160

.....

(Tel. No.) (Fax. No.)

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
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Schedule "A"

1. CONFLICT

In the event of any conflict or inconsistency between any provision of this Schedule "A" and any provision of the OREA form to which this Schedule "A" is attached (the "Agreement"), the provisions of Schedule "A" shall govern and prevail. All capitalized terms not otherwise defined in this Schedule "A" shall have the meanings ascribed thereto in the Agreement.

2. CAPACITY OF RECEIVER

BDO Canada Limited, in its capacity as court-appointed receiver (the "Seller" or "Receiver") of 2506275 Ontario Limited (the "Debtor"), in executing the Agreement, is entering into the Agreement solely in its capacity as the court-appointed receiver of the property described on page 1 of the Agreement (the "Property") pursuant to the provisions of the order of the Court (as hereinafter defined) dated December 22, 2023 (the "Receivership Order"), and not in its personal or any other capacity. The Seller and its officers, directors, shareholders, agents, consultants and employees, past, present and future, shall have no personal or corporate liability of any kind whether in contract, tort or otherwise under or as a result of the Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Property and assets then held by or available to it in its said capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity. The term "Seller" as used in the Agreement shall have no inference or reference to the present registered owner of the Property.

3. APPROVAL AND VESTING ORDER OF SALE AGREEMENT

The Agreement is conditional upon the Seller obtaining an Approval and Vesting Order (the "Vesting Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court"): (i) approving the Agreement and (ii) vesting the Property in the Buyer on Closing (as hereinafter defined) free and clear of all claims and encumbrances and directing all registered charges/mortgages of land to be deleted from title to the Property. The Buyer shall accept title to the Property subject to all other encumbrances and registrations registered thereto (collectively, the "Permitted Encumbrances"). On Closing, title to the Property will be transferred by the Vesting Order and not by Transfer/Deed of Land. The Vesting Order shall be substantially in the form of the draft order attached as Schedule "B" to the Agreement. Following the waiver or notice of satisfaction of the Buyer's Conditions (further defined in section 18), the Seller shall seek an appointment with the Court for a motion to be heard within twenty-one (21) calendar days thereof, or otherwise as soon as reasonably possible, to seek the Vesting Order. The Buyer shall, at its sole cost and expense, promptly provide to the Seller all such information and assistance as the Seller may reasonably require to obtain the Vesting Order.

4. COMPLETION DATE

This transaction shall be completed (the moment of completion shall be referred to as the "Closing") on the date that is ~~the later of~~ ten (10) calendar days following the receipt of the Vesting Order, ~~or September 4, 2024~~ (the "Completion Date"). In the event that the Completion Date shall fall upon a day other than a business day, being any day except Saturday, Sunday or any day on which banks are not open for business in the Province of Ontario ("Business Day"), then the Completion Date shall be deemed to be the next following Business Day.

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5. BALANCE

The Buyer agrees to pay to the Seller on the Completion Date the balance of the purchase price by wire transfer, certified cheque or bank draft, subject to the adjustments contemplated in the Agreement.

6. ASSIGNMENT

Neither party hereto may assign its rights or obligations under the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Buyer shall have the right, upon written notice to the Seller's solicitors delivered not less than ten (10) Business Days prior to the motion to be heard in respect of the Vesting Order, to assign, in whole or part, its rights to acquire the Property hereunder, including pursuant to a direction re title to confirm the name in which title to the Property will be taken, to any company or companies affiliated (as that term is defined in the *Business Corporations Act* (Ontario)) with the Buyer. Provided that notwithstanding the foregoing, in no event shall any assignment relieve the Buyer of any of its obligations under the Agreement to and including Closing and the Buyer shall remain jointly and severally liable with any such assignee for the performance of all of the terms and conditions on the part of the Buyer to be performed pursuant to the terms and conditions of the Agreement including the execution of all closing documents up to and including the Completion Date.

7. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to the Buyer that pursuant to the terms of the Receivership Order, it has the power and authority to enter into this Agreement and to carry out its obligations hereunder.

The Seller represents and warrants that as at the date of this Agreement, the Receivership Order is in force and effect.

The Seller makes no representation or warranty whatsoever in respect of the Property, including but not limited to its value or its uses. Notwithstanding anything in the Agreement, the Seller makes no representations whatsoever except as set out in section 17 of the Agreement (Residency) and this section 7 to this Schedule "A" to the Agreement.

8. BUYER'S REPRESENTATIONS AND WARRANTIES

The Buyer represents and warrants to the Seller that:

- (a) the Buyer is a corporation duly incorporated, organized and existing under the laws of the Province of Ontario;
- (b) the Buyer has the power, authority and right to enter into and deliver the Agreement and to carry out its obligations hereunder;
- (c) the Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms;
- (d) the Buyer has taken all necessary corporate action to authorize the entering into and performance by it of the Agreement and completion of the transactions contemplated herein and the entering into of the Agreement in completion of the transactions contemplated herein will not breach its constating documents, any agreement binding on the Buyer, and/or all applicable laws relating to the Property and/or the Buyer;
- (e) the Buyer has available, and on the Completion Date will have, sufficient funding to enable the Buyer to consummate the purchase of the Property on the terms set forth herein and otherwise to perform all of the Buyer's obligations under the Agreement;
- (f) the Buyer is registered under Part IX of the *Excise Tax Act* (Canada); and
- (g) the Buyer is not a non-resident within the meaning of the *Income Tax Act* (Canada).

The foregoing representations and warranties shall survive and shall not merge on the Completion Date.

9. BUYER'S COVENANTS

The Buyer covenants and agrees that it will:

- (a) keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Seller or its agents to the Buyer hereunder; and
- (b) effective on and after the Completion Date, assume and be fully responsible for any other obligations and liabilities assumed by the Buyer as provided for by the Agreement.

10. "AS IS, WHERE IS"

The Buyer hereby acknowledges and agrees that:

- (a) it is purchasing the Property on an "as is, where is" and "without recourse" basis and on the basis that the Buyer has conducted to its satisfaction an independent inspection, investigation and verification of the Property (including a review of title), with no representations, warranties or condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer agrees to accept title to the Property subject to all of the foregoing and in its then current state, condition, location, and amounts, subject to all Permitted Encumbrances, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise;
- (b) the fixtures, improvements and chattels, if any, on the Property on the Completion Date are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and chattels;
- (c) the Seller has made no representations or warranties with respect to or in any way related to the status or existence of any leases, licences and rights of use, occupancy or entitlement, whether registered or not and any statutory rights of occupation relating to the Property (collectively, the "Leases") and the Buyer shall assume all Leases, if any, on Closing in the Seller's form of assumption agreement. The Buyer is to satisfy itself with respect to any pre-existing rights to occupy or use the Property and the Seller shall not be obligated to produce any documents, agreements or assurances pertaining to the occupation or possession of the Property or any portion thereof, and no assertion or advice as to the identity of any occupant or tenant, or in respect of the terms of any Leases; and

- (d) any documents, materials and information (collectively, the "Information") provided by or on behalf of the Seller to the Buyer in relation to the Property or the Agreement have been provided to the Buyer solely as a courtesy to assist the Buyer in undertaking its own due diligence, and the Seller has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Buyer as to the accuracy and completeness of any such Information or the achievability of any valuations, estimates or projections. The Buyer acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Seller and its affiliates (as such term is defined in the *Business Corporations Act* (Ontario), directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to the Information. The Buyer further acknowledges that the use of the Information may not be possible without the Buyer obtaining reliance or other assurances from the author of such Information directly and further that the interest of the Debtor in the Information may be subject to copyright or other property rights which may preclude their use by the Buyer in whole or in part.

11. TAXES

The Buyer shall be responsible for payment of all outstanding realty taxes owing or payable on the Property on and from the Completion Date, and payment of all taxes exigible on the sale and transfer of the Property and any chattels and fixtures, including without limitation, harmonized sales tax exigible under the *Excise Tax Act* (Ontario) ("HST"), retail sales tax as applicable and Land Transfer Tax. The Buyer shall indemnify and save harmless the Seller from all claims incurred, suffered or sustained as a result of a failure by the Buyer to any taxes payable by the Buyer and/or to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Buyer with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Property. The Buyer agrees to remit to the Seller within ten (10) calendar days of receipt or credit of all tax rebates or credit adjustments of any kind applicable to the Property up to the Completion Date and same shall remain the property of the Seller to be held in trust by the Buyer. The Buyer shall execute and deliver to the Seller a tax rebate undertaking to this effect on the Completion Date.

12. CLOSING DOCUMENTS OF THE SELLER

The Seller covenants to execute, where applicable, and deliver the following to the Buyer on the Completion Date or on such other date expressly provided herein, in form and substance satisfactory to the Seller, acting reasonably:

- (a) the Vesting Order;
- (b) the Receiver's certificate attached as a schedule to the Vesting Order confirming *inter alia* that the Seller has received the Purchase Price and all conditions to Closing, if any, have been satisfied or waived by both parties hereto;
- (c) a statement of adjustments, which is to be delivered at least two (2) Business Days prior to the Completion Date;
- (d) a bring down certificate dated as of the Completion Date, confirming that all of the representations and warranties of the Seller contained in the Agreement are true and correct as of the Completion Date, with the same effect as though made on and as of the Completion Date;
- (e) a certificate setting out that the Seller is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada); and
- (f) immediately following Closing, the Seller shall provide the Buyer with the keys to the Property, only to the extent that same are in the Seller's possession.

13. CLOSING DELIVERIES OF THE BUYER

The Buyer covenants to execute, where applicable, and deliver the following to the Seller at or prior to Closing, in form and substance satisfactory to the Seller, acting reasonably:

- (a) the balance of the Purchase Price for the Property in accordance with the provisions hereof;
- (b) an "as-is, where-is" certificate in respect of the status of the Property;
- (c) evidence satisfactory to the Seller that the Buyer is registered for HST, including the Buyer's registration number for purposes of HST together with an indemnity to pay the applicable HST with respect to the sale of the Property;
- (d) an undertaking with respect to refunds and/or reassessments of all realty taxes attributable to the period prior to the Completion Date;
- (e) a direction re title pursuant to paragraph 6 of this Schedule "A" to confirm the name in which title to the Property will be taken, provided that such direction must be provided to the Seller no fewer than ten (10) Business Days prior to the hearing date for the motion to obtain the Vesting Order;
- (f) a bring down certificate dated as of the Completion Date, confirming that all of the representations and warranties of the Buyer contained in the Agreement are true and correct as of the Completion Date, with the same effect as though made on and as of the Completion Date;
- (g) an assignment and assumption agreement with respect to the Debtor's right, title and interest in any Leases, to the extent applicable; and
- (h) any other documentation relative to the completion of the Agreement as may reasonably be required by the Seller or the Seller's solicitors.

14. COUNTERPARTS AND DELIVERY

The Agreement may be signed electronically and/or in counterparts and may be delivered by e-mail transmission, and all counterparts to the Agreement will be deemed to be one and the same legally binding document.

15. ADJUSTMENTS

Adjustments shall be made as of the Completion Date pursuant to section 18 of the Agreement (Adjustments). Fire and other insurance shall not be transferred or adjusted. The Completion Date shall be for the Buyer's account both as to revenue and expense. Any adjustments estimated on the Completion Date shall, for all purposes, be a final adjustment and there shall be no readjustment.

16. CURRENCY

All reference to currency in the Agreement shall be deemed to be reference to Canadian dollars.

17. INTERPRETATION AND DISPUTES

The Agreement will be governed by the laws of the Province of Ontario and those federal laws of Canada applicable therein. Any dispute in respect of the Agreement shall be determined by the Court and the parties submit to the jurisdiction of the Court for that purpose.



18. BUYER'S CONDITIONS

The obligation of the Buyer to complete the transaction contemplated by this Agreement is subject to the following conditions (collectively, the "Buyer's Conditions") being satisfied within ~~Sixty (60)~~ **Forty-two (42)** calendar days from the date of mutual acceptance of this offer (the "Condition Date"), which conditions are for the exclusive benefit of the Buyer and may be waived, in whole or in part, unilaterally by the Buyer in its sole discretion, namely:

~~Thirty (30)~~ **Forty-two (42)**





The Buyer satisfying itself, in its sole and absolute unfettered discretion, with respect to:

- i) Attaining an appraisal and arranging financing for the purchase of the Property;
- ii) Ascertaining whether the Property meets the parking requirements for a restaurant use per the City of Mississauga's zoning standards; and
- iii) The results of a building inspection report to be paid for by the Buyer.

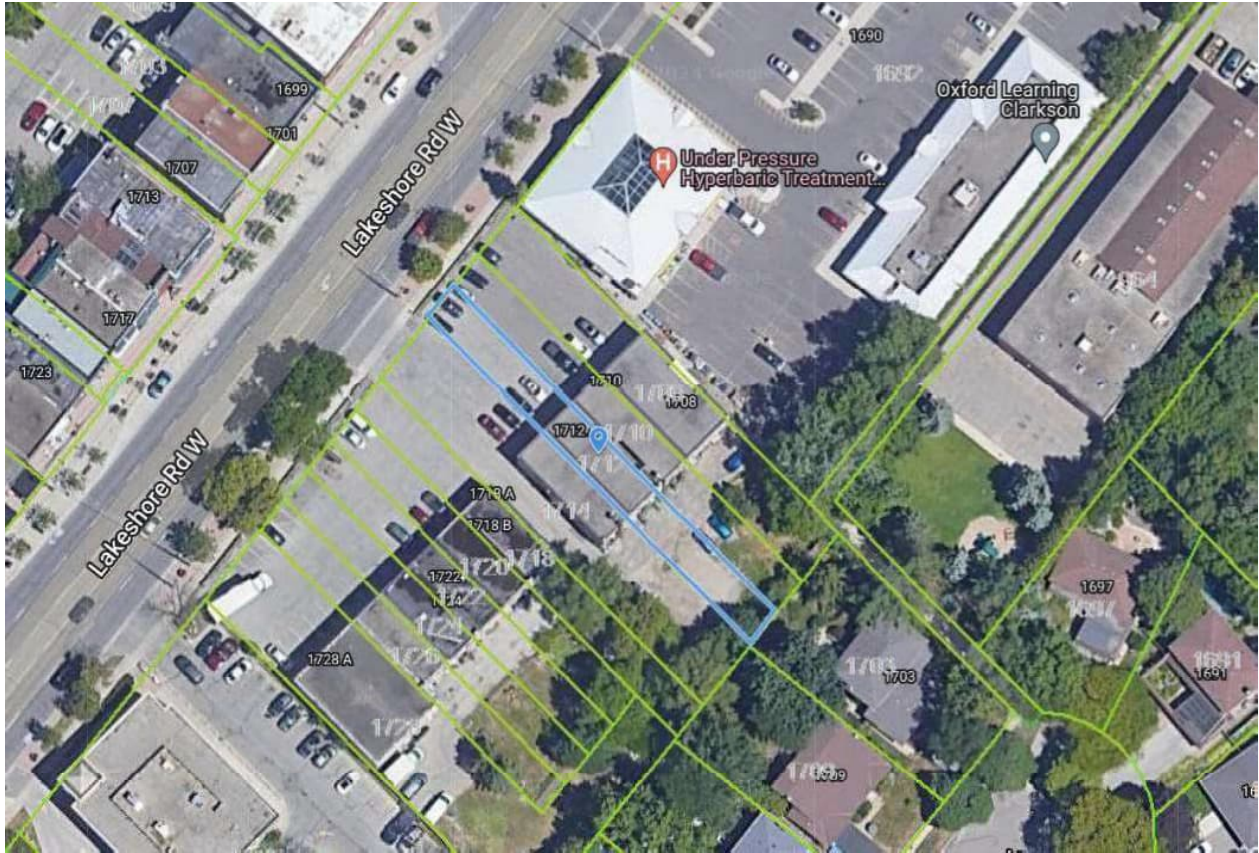
Unless the Buyer has given written notice to the Seller on or prior to the expiry of the Condition Date that all of the conditions have been satisfied or waived by the Buyer, this Agreement will terminate at 5:00 p.m. (local time at the Seller's address for Notice) on the last day of the Condition Date and all obligations of the Parties will terminate, and the Deposit will be returned to the Buyer within three (3) business days.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Schedule "B"

Property Outline & Legal Description

Legal Description: PT LT 28 CON 3 SDS TORONTO AS IN VS402644; S/T & T/W VS402644 ; MISSISSAUGA
SUBJECT TO AN EASEMENT OVER PART 9 ON 43R39450 AS IN PR3696705



APPENDIX VI

MORTGAGE DISCHARGE STATEMENT

TO: Chaitons LLP - Attn: Maya Poliak
RE: Meridian Credit Union Limited
Collateral Mortgage Registered Against: 1712 Lakeshore Road West,
Mississauga, Ontario
PIN No. 13490-0011 (LT)

Mortgage Registration No. PR3276383 dated January 26, 2018

Loan #1

| | | |
|---|--------------|---------------------|
| Principal balance as at November 4, 2024 | \$317,322.87 | |
| Interest up to and including November 4, 2024 | \$661.89 | |
| Administrative Fee | \$1,000.00 | |
| <i>Per Diem: \$66.16</i> | | |
| SUB-TOTAL: | <hr/> | \$318,984.76 |

Loan #2

| | | |
|---|-------------|--------------------|
| Principal balance as at November 4, 2024 | \$43,876.00 | |
| Interest up to and including November 4, 2024 | \$0.00 | |
| <i>Per Diem: \$14.88</i> | | |
| SUB-TOTAL: | <hr/> | \$43,876.00 |

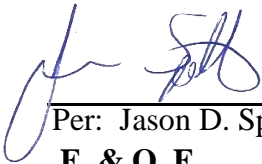
Legal Fees

| | | |
|------------------------|-------------|--------------------|
| Fees and Disbursements | \$39,827.67 | |
| HST | \$5,133.53 | |
| SUB-TOTAL: | | \$44,961.20 |

BALANCE DUE AND OWING (CAD): **\$407,821.96**

Dated at Toronto this 6th day of November, 2024

SPETTER ZEITZ KLAIMAN PC



Per: Jason D. Spetter

E. & O. E.

SZK HST No. 720773514

APPENDIX VII

IN THE MATTER OF THE ADMINISTRATION OF
1712 LAKESHORE ROAD WEST
and
RECEIVERSHIP OF 2506275 ONTARIO LIMITED
OF THE CITY OF MISSISSAUGA,
IN THE REGIONAL MUNICIPALITY OF PEEL,
IN THE PROVINCE OF ONTARIO.

ADMINISTRATOR'S and RECEIVER'S COMBINED INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
As at October 31, 2024

| | | |
|---|---------------------|---------------------|
| RECEIPTS | | |
| Rental income | \$ 66,363.61 | |
| Bank account transfer from Michael Chu - Bloor Street, note 1 | 21,430.44 | |
| HST collected | 8,630.39 | |
| Interest | 700.48 | |
| TOTAL RECEIPTS | \$ 97,124.92 | |
| DISBURSEMENTS | | |
| Filing fees | 75.30 | |
| Change of locks | 425.00 | |
| Repairs & maintenance | 4,515.25 | |
| Meridian Mortgage payments | 49,509.42 | |
| Insurance | 3,117.96 | |
| Operating expense | 48.67 | |
| Travel | 43.32 | |
| HST on disbursements | 550.16 | 58,285.08 |
| Administrator's fees | | |
| Fees to August 31, 2023 | 18,873.00 | |
| HST on fees | 2,453.49 | 21,326.49 |
| TOTAL DISBURSEMENTS | 79,611.57 | |
| EXCESS RECEIPTS OVER DISBURSEMENTS | | \$ 17,513.35 |

APPENDIX VIII

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.)
JUSTICE J. R. MCCARTHY)

TUESDAY, THE 19TH DAY
OF SEPTEMBER, 2023



MICHAEL CHU

Plaintiff

and

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER
MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO
LTD., BRISTOL GREEN CORP. LTD., TELB MORTGAGE HOLDING
CORPORATION O/A TELB INVESTMENTS LTD., HARVEY M. MENDEL, KOMAL
MOONDI & MOONDI LAW PROFESSIONAL CORPORATION, STEWART TITLE
GUARANTY COMPANY and JOHN DOE**

Defendants

ORDER

THIS MOTION, brought by **BDO CANADA LIMITED** (“**BDO**”), in its capacity as court-appointed administrator (the “**Administrator**”) over the following real properties:

- n. a property municipally known as 3319A Bloor Street West, Etobicoke, Ontario M8X 1E7 (07518-0066 (LT)) (“**3319A Bloor**”);
- ii. a property municipally known as 3319C Bloor Street West, Etobicoke, Ontario M8X 1E7 (07518-0068 (LT)) (“**3319C Bloor**” and collectively with 3319A Bloor, “**3319 Bloor**”); and
- iii. a property municipally known as 1712 Lakeshore Road West, Mississauga, Ontario L5J 1J5 (“**1712 Lakeshore**” and collectively with 3319 Bloor, the “**Properties**”)

for an order:

- (a) authorizing and directing the Administrator to redirect the mail of Bristol Green Corp. (“**Bristol**”), registered owner of 3319C Bloor and 2506275 Ontario Ltd. (“**250 Ont.**”), registered owner of 1712 Lakeshore, to the Administrator;
- (b) compelling the Defendants, Thi Thu Le, also known as Brenda (“**Brenda**”) and Cong Toan Tran (“**Tran**”) to provide to the Administrator all books and records of Bristol and 250 Ont. Within their power, control or possession;
- I authorizing the Administrator to negotiate and enter into new lease agreements with commercial and residential tenants occupying the Properties;
- (d) varying the Order of this Court dated May 12, 2023 to require Brenda to pay monthly rent for her and her children’s occupation of 3319 Bloor in the total amount of \$2,000 per month;
- I ordering Tran to pay monthly rent to the Administrator for his usage of the basement facility at 1712 Lakeshore in the amount of \$500 per month;
- (f) authorizing and directing Toronto-Dominion Bank to release to the Administrator the funds held in the bank account of Bristol, TD Account Number 8537-5000006 and Branch Transit Number 0041;
- (g) granting a super-priority charge over 3319C Bloor for the benefit of the Administrator and its legal counsel in the principal amount of \$250,000 (the “**Administrator’s Charge**”) as security for their fees and disbursements;
- (h) approving the activities of the Administrator as detailed in the First Report to the Court dated September 7, 2023 (the “**First Report**”);
- (i) approving the fees and disbursements of the Administrator and its legal counsel, as detailed in the First Report and the fee affidavits attached as Appendices XV and XVI to the First Report (collectively, the “**Fee Affidavits**”);
- (j) authorizing and directing the release of the funds paid into Court pursuant to an order dated April 26, 2023 (the “**Court Funds**”) to be released to the Administrator;
- (k) authorizing the Administrator to pay its professional fees and those of its legal counsel from the Court Funds;
- (l) authorizing the Administrator to sign any documents necessary on behalf of Bristol to discharge the Citizen Mortgage and the Notice (each as defined in the First Report) against 3319C Bloor;
- (m) sealing Confidential Appendix “I” to the First Report until new lease arrangements are entered into with the tenants on the Properties or until a further order of this Court; and

- (n) authorizing but not directing the Administrator to carry out the repairs to the Properties deemed necessary by the Administrator, exercising its reasonable discretion, to preserve and protect the Properties and to pay for those repairs from the Court Funds,

was heard this day by videoconference via Zoom in Toronto, Ontario.

ON READING the Administrator's Notice of Motion and its First Report, and on hearing the submissions of counsel for the Administrator, and those other parties listed on the Counsel Slip,

1. **THIS COURT ORDERS** that the Administrator is authorized and directed to redirect Bristol's mail to the Administrator.
2. **THIS COURT ORDERS** that Brenda and Tran be and hereby are required to provide to the Administrator all books and records of Bristol and 250 Ont. Within their power, possession or control.
3. **THIS COURT ORDERS** that BDO Canada Limited is hereby authorized by not directed to negotiate and enter into new lease agreements with the commercial and residential tenants occupying the Properties.
4. **THIS COURT ORDERS** that Toronto-Dominion Bank ("TD") is hereby authorized and directed release to the Administrator all of the funds held in the bank account of Bristol, TD Account Number 8537-5000006 and Branch Transit Number 0041.
5. **THIS COURT ORDERS** that the activities of the Administrator as detailed in the First Report be and hereby are approved.
6. **THIS COURT ORDERS** that the fees and disbursement of the Administrator and its legal counsel in the total amount as detailed in the First Report and the Fee Affidavits be and hereby are approved.
7. **THIS COURT ORDERS** that the funds paid into the accountant of the Superior Court of Justice (the "**Accountant**") pursuant to paragraph 6 of the Order of the Honourable Mr. Justice McCarthy dated April 27, 2023 (the "**Court Funds**") in the amount of \$150,000 be made payable to the Administrator (the "**Released Funds**").

8. **THIS COURT ORDERS** that the Administrator is authorized and directed to use the Released Funds to pay:

- (a) the fees and disbursements of the Administrator incurred in exercising its court mandate in connection with the Bloor Property in the amount of \$27,659.10;
- (b) the fees and disbursements of the Administrator incurred exercising its court mandate in connection with 1712 Lakeshore in the total amount of \$21,430.44; and
- (c) the fees and disbursements of the Administrator's legal counsel, Chaitons LLP, in the total amount of \$19,594.96,

as detailed in the First Report and the Fee Affidavits.

9. **THIS COURT ORDERS** that the Administrator is authorized but not directed to carry out the repairs to 3319 Bloor deemed necessary by the Administrator, exercising its reasonable discretion, to preserve and protect 3319 Bloor (the "**Repairs**").

10. **THIS COURT ORDERS** that the Administrator is authorized to pay for the Repairs from the Released Funds.

11. **THIS COURT ORDERS** that the mortgage registered in favour of TELB Mortgage Holding Corporation ("**TELB**") against 3319A Bloor, as evidenced by Instrument No. AT6301197 registered on March 24, 2023 (the "**TELB First Mortgage**") shall remain valid and enforceable in accordance with its terms for the amount of the Court Funds used to pay:

- (a) The fees and disbursements of the Administrator and its legal counsel; and
- (b) The Repairs (the "**TELB Continuing Mortgage Interest**"),

even if the Plaintiff succeeds with its claim in this Action to set aside the TELB First Mortgage.

12. **THIS COURT ORDERS** that the order of the Honourable Mr. Justice McCarthy dated May 26, 2023 be and hereby is amended to recognize the TELB Continuing Mortgage Interest.

13. **THIS COURT ORDERS** that paragraphs 8 to 13 herein are without prejudice to the issue of reimbursement by any party or parties of any and all of the Administrator's and its counsels' fees and disbursements, as well as any costs to inspect, maintain, repair and or rebuild the Properties, including the Repairs, including any amount of money secured by any charge obtained to fund such fees, expenses and repairs, being determined at a later hearing or at trial in this Action.

14. **THIS COURT ORDERS** that the Administrator is authorized to sign any documents necessary on behalf of Bristol to discharge the Citizen Mortgage and the Notice (each as defined in the **First Report**) registered against 3319 Bloor.

15. **THIS COURT ORDERS** that Confidential Appendix "T" to the First Report be and is hereby sealed until such time as the Administrator enters into new lease arrangements with the tenants on the Properties or until a further order of this Court.


Justice J. R. McCarthy

MICHAEL CHU and
Plaintiff

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL DIVISION)

PROCEEDING COMMENCED BY
TORONTO

ORIGINAL
(SEPTEMBER 2018)

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

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
Email: maya@chaitons.com

Lawyers for BDO Canada LLP
court appointed administrator

APPENDIX IX



BDO Canada LLP
 20 Wellington Street East
 Suite 500
 Toronto, ON M5E 1C5
 Canada
 (416) 865-0111

November 7, 2023

Michael Chu

20 Wellington St E Suite 500
 Toronto, ON M5E 1C5
 Canada

Attention: Michael Chu

Invoice: CINV2606080
 Account Number: CUS0073906

For professional services with respect to the following:

| | |
|---|---------------------|
| Fees for the period May 26, 2023 to August 31, 2023 | \$ 18,873.00 |
| Time Subtotal | \$ 18,873.00 |
| Disbursements | |
| mileage, tax certificate | \$ 91.99 |
| Disbursement Subtotal | \$ 91.99 |
| GST/HST (13%) | \$ 2,465.45 |
| Total | \$ 21,430.44 |

This invoice is in CAD

Ways to pay:

- Online banking: Payee Name: BDO Canada LLP and Account Number: CUS0073906
 - Credit card in person or by phone at your local BDO office
 - Debit card in person at select BDO offices. Please contact your local BDO office to confirm
 - EFT/Wire Payments:
 - Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
 - Account Name: BDO Canada LLP
 - Account #: 9199810, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
 - Please email your payment notifications to EFTPayments@bdo.ca
- *BDO does not accept interac/email transfers**

GST No. 131585366RT0043

Accounts are due when rendered

Interest at 1.00% per month (12.00% per annum) will be charged on accounts over 30 days

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

APPENDIX X

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

BETWEEN:

Michael Chu

Applicant

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER, MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN RAN, 2506275 ONTARIO LTD, BRISTOL GREEN CORP. LTD., TELB Mortgage Holding Corporation o/a TELB Investments Ltd., Harvey M. Mendel, Komal Moondi & Moondi Law Professional Corporation, Stewart Title Guaranty Company and JOHN DOE

Respondents

AFFIDAVIT OF Josie Parisi

I, JOSIE PARISI, of the City of Toronto, 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 Mr. Justice McCarthy, dated May 26, 2023 (the "Order"), BDO Canada Limited was appointed as Administrator (the "Administrator") over the following real properties:
 - (a) Municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5: Legal Description: PT LT 28 CON 3 SDS Toronto AS IN VS402644; S/T & T/W VS402644; Mississauga, Subject to an Easement over Part 9 on 43R39459 AS IN PR3696705.
3. Pursuant to the Order, the Administrator 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 Administrator, which reflect the Administrator's time as billed at its standard billing rates.
5. The Administrator requests that the Court approve its interim accounts for the period from December 1, 2023 to November 2, 2024 in the amount of \$14,561.62 inclusive of HST of \$1,675.23, for the services set out in Exhibit "A".
6. By Order of the Honourable Mr. Justice McCarthy, dated December 22, 2023 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") over the following real property:

Municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5: Legal Description: PT LT 28 CON 3 SDS Toronto AS IN VS402644; S/T & T/W VS402644; Mississauga, Subject to an Easement over Part 9 on 43R39459 AS IN PR3696705.
7. 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 "B".
8. The time shown in the detailed accounts attached as Exhibit "B" 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.
9. The Receiver requests that the Court approve its interim accounts for the period from January 3, 2024 to November 6, 2024 in the amount of \$25,430.01 inclusive of disbursements of \$69.42 and HST of \$2,925.58, for the services set out in Exhibit "B".
10. 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 8th day of)
 November, 2024.)


 Commissioner for Taking Affidavits, etc)


 Josie Parisi, CPA, CA, CBV, CIRP, LIT)

Peter Naumis, a Commissioner, etc.,
 Province of Ontario, for BDO Canada LLP
 and BDO Canada Limited and their
 subsidiaries, associates and affiliates.
 Expires April 15, 2027.

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

Josie Parisi

Sworn before me this 8th day of November, 2024



A COMMISSIONER FOR TAKING AFFIDAVITS

**Peter Naumis, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited and their
subsidiaries, associates and affiliates.
Expires April 15, 2027.**



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

Strictly Private & Confidential

Ontario Superior Court of Justice

| Date | Invoice |
|------------------|---------|
| November 7, 2024 | CINV |

RE: Michael Chu - Lakeshore Road

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement as Court Appointed Administrator of the above noted for the period December 1, 2023 to November 2, 2024 as per the details below:

| | |
|----------------------------|---------------------|
| Our Fee | \$ 12,846.25 |
| Disbursements: | |
| Mileage | 40.14 |
| Sub Total | 12,886.39 |
| HST - 13.00% (#R101518124) | 1,675.23 |
| TOTAL | \$ 14,561.62 |

Summary of Time Charges:

| | Hours | Rate | Amount |
|---------------------------------|-------------|--------|---------------------|
| J. Parisi, Partner | 5.6 | 500.00 | 2,800.00 |
| P. Naumis, Sr. Manager | 12.7 | 465.00 | 5,882.25 |
| S. Burrowes, Sr. Manager | 3.6 | 465.00 | 1,674.00 |
| M. Head, Sr. Administrator | 1.3 | 200.00 | 260.00 |
| L. Dula, Sr. Administrator | 8.8 | 200.00 | 1,760.00 |
| T. Montesano, Sr. Administrator | 0.6 | 200.00 | 120.00 |
| G. Arenas, Sr. Administrator | 1.6 | 200.00 | 320.00 |
| F. Iannili, Sr. Administrator | 0.2 | 200.00 | 30.00 |
| Total | 34.3 | | \$ 12,846.25 |



| Staff | Date | Comments | Hours |
|-----------|-----------|---|-------|
| J. Parisi | 3-Dec-23 | Review 2nd report of Administrator | 0.4 |
| P. Naumis | 4-Dec-23 | Call with Josie and Maya re: draft report and comments. Update report and fee affidavit. | 0.5 |
| L. Dula | 4-Dec-23 | Entered, posted deposit entries for banking | 0.3 |
| J. Parisi | 4-Dec-23 | Update call with Maya to go through Administrator's report. | 0.2 |
| J. Parisi | 5-Dec-23 | Detailed review updated report | 0.6 |
| P. Naumis | 5-Dec-23 | Further update/amendments to draft second report. Updated fee affidavit. | 0.5 |
| J. Parisi | 6-Dec-23 | Review court order for the appointment of a Receiver. | 0.4 |
| P. Naumis | 7-Dec-23 | Review draft Order, comments. | 0.5 |
| M. Head | 10-Dec-23 | Nov Bank rec | 0.5 |
| P. Naumis | 12-Dec-23 | Accounting and cost estimate to February 2024 | 0.2 |
| J. Parisi | 12-Dec-23 | Review email from M. Poliak regarding Tran contacting tenants. | 0.3 |
| P. Naumis | 13-Dec-23 | Call with Voula re: Tran attendance at property, demand for more money, etc. Discussions and file update with Voula. Instructions not to pay Tran anything. Update on position of Meridian. | 0.5 |
| J. Parisi | 13-Dec-23 | Review update from P. Naumis re Tran speaking to tenants. | 0.2 |
| P. Naumis | 14-Dec-23 | Correspondence from Tran to Chaitons. Query from Chaitons, review Trans email. Review file. Update to Chaitons. Email correspondence to tenants of Lakeshore re: new post dated monthly rent cheques requires. | 0.5 |
| P. Naumis | 15-Dec-23 | Continued tenant interaction re: ne rent post dated cheques and status of application by Meridian. | 0.3 |
| J. Parisi | 17-Dec-23 | Review proposed receivership order and reply to counsel with questions. | 0.5 |
| J. Parisi | 19-Dec-23 | Review additional changes to order. | 0.2 |
| P. Naumis | 19-Dec-23 | Follow up with tenants of Lakeshore re: rent | 0.2 |
| P. Naumis | 20-Dec-23 | Meet with Joe (hair salon) pick up post dated rent cheques. Provide update on action. Call to Voula re: rent cheques. | 0.3 |
| J. Parisi | 21-Dec-23 | Review email from Antonio regarding appraisals for both properties and responding to Maya regarding the sale of Lakeshore being a better indicator of value. Review final draft order. | 0.3 |
| P. Naumis | 22-Dec-23 | Attend Administrators motion and that of Meridian for appointment of Receiver. Arrange for change of certain locks at 1712 Lakeshore Rd West. Meet with tenants to discuss receivership, sale of property and lock changes. Serve Toan Tran Administrator's court order and Receiver's Order. | 3.0 |



| Staff | Date | Comments | Hours |
|--------------|-----------|---|-------|
| J. Parisi | 22-Dec-23 | Review court order and endorsement. | 0.4 |
| P. Naumis | 26-Dec-23 | Receiver's 245 notice | 1.0 |
| P. Naumis | 27-Dec-23 | Arrange information for property appraiser and forward to counsel. | 0.8 |
| S. Burrowes | 3-Jan-24 | Post dated cheques for insurance. | 0.2 |
| L. Dula | 3-Jan-24 | Entered, posted deposit entry | 0.2 |
| J. Parisi | 4-Jan-24 | Review Chaitons edits to report. Various correspondence. | 0.6 |
| L. Dula | 4-Jan-24 | Entered, posted, processed & printed various posted esigned cheques. | 1.0 |
| L. Dula | 5-Jan-24 | Received requested Dec bank statement, entered, posted direct debit payment entry. | 0.4 |
| P. Naumis | 5-Jan-24 | Review draft SRD from Tony, comments | 0.2 |
| P. Naumis | 5-Jan-24 | Nov bank rec approval | 0.1 |
| T. Montesano | 5-Jan-24 | Draft Interim Statement of Receipts and Disbursements; send same to P. Naumis for review | 0.6 |
| L. Dula | 8-Jan-24 | Entered, posted deposit entry for banking | 0.2 |
| S. Burrowes | 12-Jan-24 | Cheque requisition. Letter for cheques. | 0.2 |
| L. Dula | 12-Jan-24 | Took notes, entered, posted & processed cheque for esignature | 0.2 |
| S. Burrowes | 25-Jan-24 | Cheque requisition - lock change. Set up Ascend. | 0.2 |
| L. Dula | 25-Jan-24 | Entered, posted & processed cheque for esignature. | 0.2 |
| S. Burrowes | 26-Jan-24 | Correspondence to CRA. Call with Richard Moon-Wan from CRA. Attend to CRA's questions. | 0.5 |
| S. Burrowes | 30-Jan-24 | Correspondence with CRA regarding opening RT0002. | 0.1 |
| J. Parisi | 31-Jan-24 | Call with Maya and Peter regarding HVAC at Bloor. Call to discuss attendance at the Mediation. | 0.4 |
| L. Dula | 31-Jan-24 | Received requested activities of account, entered, posted direct debit payment entry | 0.5 |
| L. Dula | 1-Feb-24 | Posted deposit entries for banking | 0.3 |
| S. Burrowes | 2-Feb-24 | Look into Mississauga property taxes. Email the City of Mississauga regarding the interim tax bill. | 0.3 |
| P. Naumis | 5-Feb-24 | Pull WIP and reconcile. Draft accounting for counsel pre request. | 0.8 |
| P. Naumis | 6-Feb-24 | Update to interim SRD with Chaiton's WIP and comments. | 0.2 |
| J. Parisi | 7-Feb-24 | Review R&D and provide comments to P. Naumis. | 0.2 |
| P. Naumis | 8-Feb-24 | December bank reconciliation approval. | 0.1 |



| Staff | Date | Comments | Hours |
|-------------|-----------|---|-------|
| S. Burrowes | 9-Feb-24 | Call with City of Mississauga regarding trying to get tax bill for property. | 0.7 |
| P. Naumis | 12-Feb-24 | Mediation update. Re-send Interim SRD. | 0.2 |
| S. Burrowes | 16-Feb-24 | Attend to property taxes and RT0002 account. | 0.2 |
| P. Naumis | 21-Feb-24 | Update accounting for mediation. Correspondence to and from Antonio. Forward. Follow up with counsel for Meridian re: response from RBC "account inactive", unable to pull mortgage payment, etc. | 0.5 |
| P. Naumis | 26-Feb-24 | Update from accounting re: Meridian PAD error message. Update from and to counsel for Meridian. | 0.4 |
| L. Dula | 26-Feb-24 | Phone discussion with bank, received activities of account, entered, posted direct debit payment entry | 0.4 |
| L. Dula | 28-Feb-24 | Entered, posted, processed & printed esigned cheque, entered & posted deposit entry in the Receivership account , for banking, entered, posted & processed cheques for esignature | 0.7 |
| L. Dula | 1-Mar-24 | Posted deposit entries for banking. | 0.3 |
| P. Naumis | 4-Mar-24 | January bank reconciliation approval. | 0.1 |
| J. Parisi | 18-Mar-24 | Call with P. Naumis re next steps since Chu's death. | 0.1 |
| P. Naumis | 26-Mar-24 | Correspondence with counsel for Meridian re: mortgage, status, etc. | 0.2 |
| L. Dula | 27-Mar-24 | Phone discussion with bank, received activities of account, entered, posted direct debit payment entry. | 0.5 |
| S. Burrowes | 27-Mar-24 | Cheque requisition for insurance. | 0.1 |
| P. Naumis | 1-Apr-24 | February 2024 bank reconciliation approval. | 0.1 |
| L. Dula | 1-Apr-24 | Posted deposit entries for banking. | 0.3 |
| S. Burrowes | 2-Apr-24 | Attend to insurance. | 0.1 |
| S. Burrowes | 3-Apr-24 | Prepare info for PAP for insurance. Prepare info for PAP for insurance and send to insurance company. | 0.2 |
| J. Parisi | 9-Apr-24 | Review update email (rent collections, sale, TELB mortgage renewal). | 0.1 |
| P. Naumis | 11-Apr-24 | Travel to property. Meet tenants, discuss ongoing marketing and sale. Collect post dated cheques for rent. Deposit slip approval. | 0.6 |
| M. Head | 25-Apr-24 | March bank rec | 0.5 |
| L. Dula | 1-May-24 | Posted deposit entries for banking | 0.3 |
| P. Naumis | 10-May-24 | March bank reconciliation approval. | 0.1 |
| L. Dula | 21-May-24 | Phone discussion with bank, received activities of account, entered, posted direct debit payments by Meridian, | 0.8 |



| Staff | Date | Comments | Hours |
|-------------|-----------|---|-------|
| P. Naumis | 30-May-24 | Correspondence from and to Antonio. Draft accounting to date. | 0.4 |
| P. Naumis | 31-May-24 | Finalize interim accounting with counsel's updated WIP. Circulate to Antonio. | 0.2 |
| L. Dula | 3-Jun-24 | Posted deposit entries for banking. | 0.3 |
| P. Naumis | 14-Jun-24 | April bank reconciliation approval. | 0.1 |
| S. Burrowes | 5-Jul-24 | Interim receiver report. | 0.3 |
| P. Naumis | 5-Jul-24 | Review and approve May bank reconciliation report. | 0.1 |
| G. Arenas | 31-Jul-24 | Posted direct debit payment | 0.1 |
| G. Arenas | 1-Aug-24 | Posted cheques and deposited them at the bank. | 0.2 |
| L. Dula | 7-Aug-24 | Phone discussion with bank, received the July bank statement, entered, posted the direct debit payment entry | 0.6 |
| P. Naumis | 14-Aug-24 | June bank rec approval. | 0.1 |
| S. Burrowes | 15-Aug-24 | Look into insurance payment issue and advise Peter of same. | 0.3 |
| M. Head | 20-Aug-24 | July bank rec | 0.1 |
| F. Iannilli | 6-Sep-24 | Photo copy chqs, prepare chq deposit, scan to the directory, Send down to the Toronto office. | 0.2 |
| L. Dula | 6-Sep-24 | Phone discussion with bank , received activities of account, prepare requisition , entered, posted direct debit payment entry. | 0.5 |
| G. Arenas | 10-Sep-24 | Received monthly cheques, posted them and deposited them at the bank | 0.3 |
| S. Burrowes | 12-Sep-24 | Review insurance payments. | 0.1 |
| J. Parisi | 18-Sep-24 | Review email from Maya Poliak and Brad (counsel to Brenda Le) regarding issues with non-payment and disrepair of the unit. Review emails from Maya re potential sale or Lakeshore through a receivership. | 0.4 |
| M. Head | 26-Sep-24 | August bank rec | 0.1 |
| P. Naumis | 1-Oct-24 | Begin updated accounting requested by Antonio. | 0.3 |
| P. Naumis | 2-Oct-24 | Correspondence with Chaitons. Review current statement of account. Finalize accounting and forward to Antonio. | 0.2 |
| J. Parisi | 7-Oct-24 | Review emails regarding repairs and court date. | 0.2 |
| G. Arenas | 17-Oct-24 | Processed cheque requisition, printed cheque and mailed it. | 0.3 |
| J. Parisi | 22-Oct-24 | Review email from Tran. | 0.1 |
| G. Arenas | 23-Oct-24 | Processed cheque requisitions. Printed cheques and mailed them out. | 0.4 |
| S. Burrowes | 29-Oct-24 | Follow up with CRA regarding RT0002 account. | 0.1 |



| Staff | Date | Comments | Hours |
|--------------|-------------|---|--------------|
| L. Dula | 30-Oct-24 | Phone discussion with bank, received activities of account & forwarded copy to the trustee, prepare cheque requisition documents, entered, posted 2 direct debit payment entries. | 0.8 |
| G. Arenas | 30-Oct-24 | Requested stop payment for cheques issued to HVAC Guys. | 0.3 |
| M. Head | 2-Nov-24 | Sept bank rec | 0.1 |

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

Josie Parisi

Sworn before me this 8th day of November, 2024



A COMMISSIONER FOR TAKING AFFIDAVITS

*Peter Naumis, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited and their
subsidiaries, associates and affiliates.
Expires April 15, 2027.*



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

Strictly Private & Confidential

Ontario Superior Court of Justice

| Date | Invoice |
|------------------|---------|
| November 7, 2024 | CINV |

RE: 2506275 Ontario Ltd

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement as Court Appointed Administrator of the above noted for the period January 1, 2024 to November 6, 2024 as per the details below:

| | |
|----------------------------|---------------------|
| Our Fee | \$ 22,435.00 |
| Disbursements: | |
| Mileage & PPSA searches | 69.43 |
| HST - 13.00% (#R101518124) | 2,925.58 |
| TOTAL | \$ 25,430.01 |

Summary of Time Charges:

| | Hours | Rate | Amount |
|------------------------|-------|--------|--------------|
| J. Parisi, Partner | 3.2 | 650.00 | 2,080.00 |
| P. Naumis, Sr. Manager | 35.4 | 575.00 | 20,355.00 |
| Total | 38.6 | | \$ 22,435.00 |



| Staff | Date | Comments | Hours |
|-----------|-----------|---|-------|
| J. Parisi | 3-Jan-24 | Call with P. Naumis regarding listing agent and next steps related to receivership. | 0.4 |
| P. Naumis | 4-Jan-24 | Call to and discussion with realtors re: listing proposals. | 0.5 |
| P. Naumis | 8-Jan-24 | Call with CBRE | 0.3 |
| P. Naumis | 9-Jan-24 | Correspondence from tenant re: heating issues. Follow up re: hvac inspection. | 0.3 |
| P. Naumis | 9-Jan-24 | Call from Joe and Voula, tenants of 1712 Lakeshore Rd. Furnace out, no heat. Review for HVAC contractor and arrange inspection. | 0.5 |
| P. Naumis | 12-Jan-24 | Discussion with HVAC contractor re: work completed, furnace operating, etc. | 0.3 |
| P. Naumis | 15-Jan-24 | Correspondence to and from realtors re: listing proposals. | 0.3 |
| P. Naumis | 17-Jan-24 | Review realtor listing proposals and summarize for assessment. | 0.8 |
| P. Naumis | 19-Jan-24 | Call with realtors re: successful or not in proposals. Call with counsel re: APS format, etc. Call with Avison Young re: listing agreement, timeline, etc. | 1.0 |
| P. Naumis | 22-Jan-24 | Review and comment on listing agreement. Discussions with counsel re: listing agreement, APS, etc. Review appraisal and discussion with counsel re: request to attend mediation. | 1.0 |
| P. Naumis | 25-Jan-24 | Meet with tenants. Review repairs to HVAC, discuss realtor and marketing and sale. | 0.5 |
| P. Naumis | 26-Jan-24 | Review OREA form of APS, comments and recommendations. Review draft Schedule "A" with standard Receiver's conditions to attached to OREA form. Updates and comments. Forward to Maya for review and comments. Tenant update re: utility bill, payment and confirmation of same. | 1.3 |
| P. Naumis | 29-Jan-24 | Call with Chaiton's re: listing agreement, schedule 'a' to OREA APS form, etc. Call with Avison young re: removal of certain indemnifications on listing agreement. | 0.5 |
| P. Naumis | 30-Jan-24 | Correspondence and discussions with counsel re: listing agreement, recommended changes and realtor concerns. Revise listing agreement and forward to Avison Young for review. | 0.8 |
| P. Naumis | 31-Jan-24 | Correspondence with realtor. Correspondence with tenants re: listing and viewing access by realtor and interested parties. | 0.3 |
| P. Naumis | 6-Feb-24 | Update from realtor re: interested parties. Review and comment on marketing materials. | 0.5 |
| P. Naumis | 9-Feb-24 | Correspondence to and from realtor re: initial expressions of interest, 2024 Interim taxes, etc. | 0.3 |
| P. Naumis | 13-Feb-24 | Realtor update. | 0.3 |



| Staff | Date | Comments | Hours |
|-----------|-----------|---|-------|
| P. Naumis | 14-Feb-24 | Correspondence to and from City re: tax arrears and priority status. Update counsel for Meridian on marketing activities and interest. | 0.3 |
| P. Naumis | 16-Feb-24 | Correspondence with counsel re: draft APS. | 0.3 |
| J. Parisi | 18-Feb-24 | Review APS and provide comments. | 0.4 |
| J. Parisi | 20-Feb-24 | Review OREA offer form with Chaiton's edits. | 0.4 |
| P. Naumis | 20-Feb-24 | Correspondence with counsel re: APS, Schedule 'A', listing agreement, draft Vesting Order, etc. Follow up with accounting re: Meridian mortgage pull bounce back, RBC listing account as Inactive? | 1.0 |
| P. Naumis | 21-Feb-24 | Update accounting for mediation. Correspondence to and from Antonio. Forward. | 0.3 |
| P. Naumis | 23-Feb-24 | Update re: draft Vesting Order. | 0.3 |
| P. Naumis | 1-Mar-24 | January bank reconciliation approval. | 0.1 |
| P. Naumis | 6-Mar-24 | Realtor correspondence and update. Update counsel for Meridian. | 0.3 |
| P. Naumis | 19-Mar-24 | Call from tenants, concerns re: passing of Mr. Chu and status of property, marketing, occupation, etc. | 0.3 |
| P. Naumis | 22-Mar-24 | Update call with Avison young. Discuss interest to date, competing listing, comments from interested parties, etc. Discuss moving forward. Review amendment to list as investment property as well. Execute and return to Avison Young. | 0.5 |
| P. Naumis | 1-Apr-24 | February 2024 bank reconciliation approval. | 0.1 |
| P. Naumis | 1-Apr-24 | Revised listing agreement and marketing as Investment. Updated marketing status. Review. Correspondence with realtor. Update counsel for Meridian. | 0.5 |
| P. Naumis | 2-Apr-24 | Follow up from and to Co-operators re: premium payment going forward, prevention of premium allocation timing issues and default notices. | 0.3 |
| P. Naumis | 8-Apr-24 | Correspondence with tenants re: last rent cheques deposited. Need new post dated beginning May 1. Also rent increase for hair salon beginning June 2024. | 0.3 |
| P. Naumis | 9-Apr-24 | Tenant correspondence re: marketing and sale and rents. | 0.3 |
| P. Naumis | 12-Apr-24 | Mail, correspondence with tenant. | 0.2 |
| P. Naumis | 15-Apr-24 | Update realtor | 0.3 |
| P. Naumis | 16-Apr-24 | Correspondence from and to Avison Young re: marketing and sale of 1712 Lakeshore Rd W and update. | 0.3 |
| P. Naumis | 18-Apr-24 | Call with realtor, strategic review of marketing and sale, interest to date, opinions moving forward, etc. Update counsel for Meridian with course of action. Tenant correspondence. | 1.0 |
| P. Naumis | 23-Apr-24 | Price reduction, amending agreement. | 0.3 |



| Staff | Date | Comments | Hours |
|-----------|-----------|--|-------|
| P. Naumis | 24-Apr-24 | Tenant correspondence. | 0.3 |
| P. Naumis | 29-Apr-24 | Update from realtor re: level of interest, etc. | 0.3 |
| P. Naumis | 30-Apr-24 | Correspondence from and to counsel for Meridian. | 0.3 |
| P. Naumis | 9-May-24 | Update form realtor re: marketing activities, level of interest, market sentiment in general. Update to counsel for Meridian. | 0.3 |
| P. Naumis | 10-May-24 | March bank rec approval | 0.1 |
| P. Naumis | 14-May-24 | Update and correspondence with realtor. | 0.3 |
| P. Naumis | 16-May-24 | Receive offer. Cursory review. Communicate with counsel. | 0.3 |
| P. Naumis | 17-May-24 | Call with realtor re: offer received, conditions, sign back, problems with main floor tenant, etc. | 0.5 |
| P. Naumis | 21-May-24 | Update call with Avison Young re: counter. Discussion with counsel re: lease termination request. Review lease. Counter offer. | 0.5 |
| P. Naumis | 24-May-24 | Realtor update on offer. | 0.3 |
| P. Naumis | 30-May-24 | Correspondence from and to Antonio. Draft accounting to date. | 0.4 |
| P. Naumis | 31-May-24 | Finalize interim accounting with counsel's updated WIP. Circulate to Antonio. | 0.2 |
| P. Naumis | 11-Jun-24 | Correspondence from and to realtor re: tenants opposition to upcoming tours. Correspondence with tenants. | 0.3 |
| P. Naumis | 13-Jun-24 | Correspondence with tenant re: showings. Discussions with realtor. April bank reconciliation approval. | 0.3 |
| P. Naumis | 21-Jun-24 | Correspondence to and from realtor re: interest in property, potential offer, etc. Query re: utilities. Correspondence with tenants. | 0.5 |
| P. Naumis | 27-Jun-24 | Realtor update. | 0.3 |
| P. Naumis | 5-Jul-24 | Review and approve May bank reconciliation. | 0.1 |
| P. Naumis | 9-Jul-24 | Discussions with realtor re: new offer, conditions, financial wherewithal of buyer, Receiver sign back. Update to counsel for Meridian. Follow up with Receiver's counsel re: offer and sign back. | 1.0 |
| P. Naumis | 11-Jul-24 | Redirected mail. Correspondence with tenant. | 0.2 |
| P. Naumis | 12-Jul-24 | Update from realtor | 0.3 |
| P. Naumis | 15-Jul-24 | Update form realtor re: offer and proposed counter from purchaser | 0.3 |
| P. Naumis | 17-Jul-24 | Realtor correspondence. Counter offer, review and execute. | 0.3 |
| P. Naumis | 23-Jul-24 | Update to stakeholders on conditional APS. | 0.2 |
| P. Naumis | 29-Jul-24 | Correspondence from and to tenant re: utilities. | 0.3 |
| P. Naumis | 29-Jul-24 | Realtor update re: prospective purchasers due diligence, issues encountered, etc. | 0.2 |



| Staff | Date | Comments | Hours |
|-----------|-----------|--|-------|
| P. Naumis | 30-Jul-24 | Correspondence from and to realtor. Review listing extension. Execute and return. | 0.3 |
| P. Naumis | 1-Aug-24 | Realtor update, new bully offer, etc. | 0.3 |
| P. Naumis | 13-Aug-24 | Update from and to realtor re: due diligence. | 0.3 |
| P. Naumis | 22-Aug-24 | Correspondence from and to City of Mississauga. | 0.3 |
| P. Naumis | 23-Aug-24 | Update on APS for Lakeshore, request for extension of time for conditional period, etc. | 0.3 |
| P. Naumis | 26-Aug-24 | Update from realtor re: requested extension to conditional period. Report to counsel for mortgagor. Update and instructions to realtor. | 0.3 |
| P. Naumis | 27-Aug-24 | Call, update and discussions with realtor re: purchaser's tenant concerns, APS conditional extension request, etc. Review main floor tenant lease. Correspondence to counsel re: thoughts on lease termination pursuant to section (j) of lease. | 0.5 |
| P. Naumis | 3-Sep-24 | Update from and to counsel re: extension. | 0.3 |
| P. Naumis | 4-Sep-24 | Tenant correspondence re: rent payments and new post dated cheques. | 0.2 |
| P. Naumis | 6-Sep-24 | Meet with tenants, update re: sale, answer Joe's query whether his tenancy will be terminated, collect rent cheques. Update from and to Antonio. | 1.3 |
| P. Naumis | 25-Sep-24 | Update and call from realtor re: condition waiver and inclusion of notice of lease termination. Review, comments. Forward to counsel for review and comment. | 0.5 |
| P. Naumis | 26-Sep-24 | Correspondence from and to counsel re: APS amendment, lease termination and estoppel. Comments. Correspondence with realtor re: amendments and required changes. | 0.5 |
| P. Naumis | 27-Sep-24 | Review amended condition waiver and amendment. Discussions with counsel. Propose revised wording. Correspondence and update to City of Mississauga re: property taxes | 0.8 |
| P. Naumis | 1-Oct-24 | Begin updated accounting requested by Antonio. | 0.3 |
| P. Naumis | 2-Oct-24 | Correspondence with Chaitons. Review current statement of account. Finalize accounting and forward to Antonio. Correspondence from main floor tenant re: furnace issues. Call to technician and arrange inspection. | 0.4 |
| P. Naumis | 3-Oct-24 | Correspondence from Antonio re: sale. Correspondence from and to counsel. Update and communication with tenant re: furnace issues. Contact HVAC service technician. | 0.5 |
| P. Naumis | 9-Oct-24 | Court confirmation. Update realtor. Correspondence and instruction to HVAC professional re: furnace replacement. | 0.3 |
| P. Naumis | 16-Oct-24 | Redirected mail. Update and correspondence with main floor tenant. Update from HVAC technician re: furnace install. | 0.5 |
| P. Naumis | 29-Oct-24 | Realtor correspondence. | 0.3 |



| Staff | Date | Comments | Hours |
|-----------|-----------|---|-------|
| P. Naumis | 30-Oct-24 | Follow up from HVAC company re: payment and clearing account. | 0.3 |
| P. Naumis | 4-Nov-24 | Begin drafting Receiver's first report to court for sale approval. Communication and update to Meridian. Communication and update to City of Mississauga re: tax arrears. | 2.5 |
| J. Parisi | 4-Nov-24 | Review report and provide comments. | 1.1 |
| P. Naumis | 5-Nov-24 | Continue drafting First Report. Draft Confidential Supplemental. Circulate for comments. Update re: CRA HST | 2.3 |
| J. Parisi | 6-Nov-24 | Review changes to first report and provide comments and edits. | 0.9 |

APPENDIX XI

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondent

AFFIDAVIT OF LAURA CULLETON
(sworn November 8, 2024)

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

1. I am an associate with the law firm of Chaitons LLP (“Chaitons”), lawyers for BDO Canada Limited, in its capacity as court-appointed receiver (the “Receiver”), of all the assets, undertakings and properties of each of the Respondents, and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto and marked as **Exhibit “A”** are copies of the accounts issued by Chaitons to the Receiver for the time period commencing December 1, 2023 and ending October 31, 2024, totalling \$15,657.85 (comprised of fees of \$13,856.50, disbursements of \$0.00 and HST of \$1,801.35) with respect to this proceeding.

3. Attached hereto as **Exhibit "B"** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from December 1, 2023 and ending October 31, 2024.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 8 day of November, 2024)
_____)
A Commissioner, etc.)



LAURA CULLETON

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 8 DAY OF
NOVEMBER, 2024**



A Commissioner Etc.

Chaitons^{LLP}

INVOICE NUMBER: 295734

January 31, 2024

BDO CANADA LIMITED
20 WELLINGTON E., SUITE 500
TORONTO, ONTARIO
M5E 1C5

Re: LAKESHORE PROPERTY (MICHAEL CHU)
Our file: 003711-84904

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including January 31, 2024:

PROFESSIONAL FEES

| | | |
|----------------|------------|------------|
| SUBJECT TO HST | \$5,391.00 | |
| SUB-TOTAL | | \$5,391.00 |
| HST at 13.00% | | \$700.83 |

| | | |
|--------------------|--|-------------------|
| GRAND TOTAL | | \$6,091.83 |
|--------------------|--|-------------------|

| | |
|--|--------------------------|
| Amount payable on the current invoice | \$6,091.83 |
| Plus outstanding invoices on this matter | \$1,494.99 |
| Amount Due | <u>\$7,586.82</u> |
| Trust Balance | |

HST No R124110933

INVOICE NUMBER: 295734

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

| | | |
|------------|----|---|
| Dec 2, 23 | MP | Draft report with an update re: Lakeshore Property; |
| Dec 4, 23 | MP | Revise draft report; |
| Dec 5, 23 | MP | Finalize and serve motion materials in support of the December 12 motion; |
| Dec 6, 23 | MP | Review Meridian motion record; email correspondence with counsel for Meridian; |
| Dec 14, 23 | MP | Email correspondence with T. Tran, the Administrator and J. Spetter; |
| Dec 16, 23 | MP | Email correspondence with clients and J. Spetter regarding the receivership order and the receivership hearing; |
| Dec 17, 23 | MP | Email correspondence with clients regarding proposed receivership order; |
| Dec 19, 23 | MP | Review draft order; email correspondence and calls with clients and I. Klaiman; |
| Dec 21, 23 | MP | Review draft receivership order; email correspondence and calls with counsel for Meridian and clients regarding same; |
| Dec 22, 23 | MP | Prepared for and attended at the hearing; |
| Jan 29, 24 | MP | Call with P. Naumis regarding listing agreement; email correspondence regarding same; |

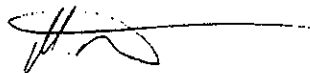
TOTAL PROFESSIONAL FEES**\$5,391.00**

HST at 13.00%

700.83

GRAND TOTAL**\$6,091.83****CHAITONS LLP**

per:



Maya Poliak

LAWYERS' SUMMARY:

| Lawyers and legal assistants involved | Hourly Rate | Hours Billed | Total Billed |
|---------------------------------------|-------------|--------------|--------------|
| MAYA POLIAK | \$675.00 | 0.80 | \$540.00 |
| MAYA POLIAK | \$630.00 | 7.70 | \$4,851.00 |
| Total: | | 8.50 | •\$5,391.00 |

Chaitons^{LLP}

INVOICE NUMBER: 296273

February 29, 2024

BDO CANADA LIMITED
20 WELLINGTON E., SUITE 500
TORONTO, ONTARIO
M5E 1C5

Re: LAKESHORE PROPERTY (MICHAEL CHU)
Our file: 003711-84904

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 29, 2024:

PROFESSIONAL FEES

| | | |
|----------------|------------|------------|
| SUBJECT TO HST | \$4,678.00 | |
| SUB-TOTAL | | \$4,678.00 |
| HST at 13.00% | | \$608.14 |

| | | |
|--------------------|--|--------------------------|
| GRAND TOTAL | | <u>\$5,286.14</u> |
|--------------------|--|--------------------------|

| | |
|--|---------------------------|
| Amount payable on the current invoice | \$5,286.14 |
| Plus outstanding invoices on this matter | \$7,586.82 |
| Amount Due | <u>\$12,872.96</u> |
| Trust Balance | |

HST No R124110933

INVOICE NUMBER: 296273

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Feb 11, 24 MP Review draft APS; email correspondence with M. Willis-O'Connor;

Feb 12, 24 MWO To receive instructions and review correspondence and documents; to review and revise draft Schedule "A" to Agreement of Purchase and Sale; to prepare new Agreement of Purchase and Sale OREA form; to deliver copies and advise;

Feb 13, 24 RAM To review/revise draft purchase agreement;

Feb 13, 24 MWO To revise and finalize draft Agreement of Purchase and Sale; to deliver copies of OREA APS and revised Schedule "A" thereto and advise;

Feb 16, 24 MP Review draft APS and OREA form;

Feb 16, 24 MWO To receive and respond to inquiries and advise;

TOTAL PROFESSIONAL FEES
HST at 13.00%

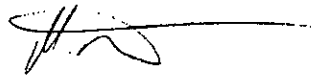
\$4,678.00
608.14

GRAND TOTAL

\$5,286.14

CHAITONS LLP

per:



Maya Poliak

LAWYERS' SUMMARY:

| Lawyers and legal assistants involved | Hourly Rate | Hours Billed | Total Billed |
|---------------------------------------|-------------|--------------|--------------|
| ROBERT MILLER | \$800.00 | 0.60 | \$480.00 |
| MAYA POLIAK | \$675.00 | 0.80 | \$540.00 |
| MARK WILLIS-O'CONNOR | \$590.00 | 6.20 | \$3,658.00 |
| Total: | | 7.60 | \$4,678.00 |

HST No R124110933

INVOICE NUMBER: 296273

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Chaitons^{LLP}

INVOICE NUMBER: 300284

August 31, 2024

BDO CANADA LIMITED
20 WELLINGTON E., SUITE 500
TORONTO, ONTARIO
M5E 1C5

Re: LAKESHORE PROPERTY (MICHAEL CHU)
Our file: 003711-84904

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2024:

PROFESSIONAL FEES

| | | |
|----------------|------------|------------|
| SUBJECT TO HST | \$2,049.50 | |
| SUB-TOTAL | | \$2,049.50 |
| HST at 13.00% | | \$266.44 |

| | | |
|--------------------|--|-------------------|
| GRAND TOTAL | | \$2,315.94 |
|--------------------|--|-------------------|

| | |
|--|---------------------------|
| Amount payable on the current invoice | \$2,315.94 |
| Plus outstanding invoices on this matter | \$12,872.96 |
| Amount Due | <u>\$15,188.90</u> |
| Trust Balance | |

HST No R124110933

INVOICE NUMBER: 300284

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

| | | |
|------------|-----|---|
| May 20, 24 | MP | Review termination provision in lease; email correspondence regarding same; |
| Jul 9, 24 | MP | Review draft APA; email correspondence with P. Naumis and M. Willis-O'Connor; |
| Jul 9, 24 | MWO | To receiver instructions; to review purchaser's offer and consider revisions to form of Asset Purchase Agreement; to provide comments and advise; |
| Jul 22, 24 | MWO | To exchange correspondence re receipt of deposit; to receive and review executed Agreement of Purchase and Sale and begin coordinating closing process; |
| Jul 24, 24 | MP | Email correspondence with B. Phillips; |
| Aug 27, 24 | MP | Email correspondence with P. Naumis; |
| Aug 29, 24 | MP | Email correspondence regarding the agreement of purchase and sale; |
| Aug 30, 24 | MP | Email correspondence with P. Naumis regarding APS; |

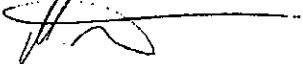
TOTAL PROFESSIONAL FEES**\$2,049.50**

HST at 13.00%

266.44

GRAND TOTAL**\$2,315.94****CHAITONS LLP**

per: _____


Maya Poliak

LAWYERS' SUMMARY:

| Lawyers and legal assistants involved | Hourly Rate | Hours Billed | Total Billed |
|---------------------------------------|-------------|--------------|--------------|
| MAYA POLIAK | \$675.00 | 1.90 | \$1,282.50 |
| MARK WILLIS-O'CONNOR | \$590.00 | 1.30 | \$767.00 |
| Total: | | 3.20 | \$2,049.50 |

Chaitons^{LLP}

INVOICE NUMBER: 300862

September 30, 2024

BDO CANADA LIMITED
20 WELLINGTON E., SUITE 500
TORONTO, ONTARIO
M5E 1C5

Re: LAKESHORE PROPERTY (MICHAEL CHU)
Our file: 003711-84904

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including September 30, 2024:

PROFESSIONAL FEES

| | | |
|----------------|------------|------------|
| SUBJECT TO HST | \$1,333.00 | |
| SUB-TOTAL | | \$1,333.00 |
| HST at 13.00% | | \$173.29 |

GRAND TOTAL **\$1,506.29**

| | |
|--|---------------------------|
| Amount payable on the current invoice | \$1,506.29 |
| Plus outstanding invoices on this matter | \$15,188.90 |
| Amount Due | <u>\$16,695.19</u> |
| Trust Balance | |

HST No R124110933

INVOICE NUMBER: 300862

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Sep 3, 24 MP Email correspondence with M. Willis-O'Conner and P. Naumis;
Sep 9, 24 MP Email correspondence and call with the Plaintiff's counsel;
Sep 26, 24 MP Email correspondence with P. Naumis regarding lease termination;
Sep 27, 24 MP Correspondence with the Court regarding scheduling; correspondence with Antonio regarding same; email correspondence with M. Willis-O'Connor;
Sep 27, 24 MWO To follow up re waiver of purchaser's condition and status of approval court date;

TOTAL PROFESSIONAL FEES**\$1,333.00**

HST at 13.00%

173.29

GRAND TOTAL

\$1,506.29**CHAITONS LLP**per: _____
Maya Poliak

HST No R124110933

INVOICE NUMBER: 300862

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

| Lawyers and legal assistants involved | Hourly Rate | Hours Billed | Total Billed |
|---------------------------------------|-------------|--------------|--------------|
| MAYA POLIAK | \$675.00 | 1.80 | \$1,215.00 |
| MARK WILLIS-O'CONNOR | \$590.00 | 0.20 | \$118.00 |
| Total: | | 2.00 | \$1,333.00 |

HST No R124110933

INVOICE NUMBER: 300862

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Chaitons^{LLP}

INVOICE NUMBER: 301874

October 31, 2024

BDO CANADA LIMITED
20 WELLINGTON E., SUITE 500
TORONTO, ONTARIO
M5E 1C5

Re: LAKESHORE PROPERTY (MICHAEL CHU)
Our file: 003711-84904

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including October 31, 2024:

PROFESSIONAL FEES

| | | |
|----------------|----------|----------|
| SUBJECT TO HST | \$405.00 | |
| SUB-TOTAL | | \$405.00 |
| HST at 13.00% | | \$52.65 |

| | | |
|--------------------|--|-----------------|
| GRAND TOTAL | | \$457.65 |
|--------------------|--|-----------------|

| | |
|--|---------------------------|
| Amount payable on the current invoice | \$457.65 |
| Plus outstanding invoices on this matter | \$16,695.19 |
| Amount Due | <u>\$17,152.84</u> |
| Trust Balance | |

HST No R124110933

INVOICE NUMBER: 301874

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

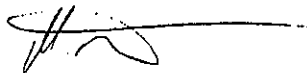
Oct 3, 24 MP Email correspondence regarding agreement of purchase and sale;
Oct 4, 24 MP Email correspondence regarding confidentiality agreements;
Oct 22, 24 MP Email correspondence with the Court regarding scheduling;

TOTAL PROFESSIONAL FEES **\$405.00**
HST at 13.00% 52.65

GRAND TOTAL **\$457.65**

CHAITONS LLP

per:



Maya Poliak

LAWYERS' SUMMARY:

| Lawyers and legal assistants involved | Hourly Rate | Hours Billed | Total Billed |
|---------------------------------------|-------------|--------------|--------------|
| MAYA POLIAK | \$675.00 | 0.60 | \$405.00 |
| Total: | | 0.60 | \$405.00 |

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 8 DAY OF
NOVEMBER, 2024**



A Commissioner Etc.

SUMMARY

| Lawyer | Year of Call | Hours Billed | Hourly Rate | Amount Billed |
|---------------------------------------|---------------------|---------------------|--------------------|----------------------|
| Robert Miller | 1984 | .60 | \$800.00 | \$480.00 |
| Maya Poliak | 2007 | 7.70 | \$630.00 | \$4,851.00 |
| Maya Poliak | 2007 | 5.90 | \$675.00 | \$3,982.50 |
| Mark Willis-O'Connor | 2013 | 7.7 | \$590.00 | \$4,543.00 |
| | | | | |
| | | | | |
| Total Hours and Amounts Billed | | 21.9 | | \$13,856.50 |
| Average Hourly Rate | | | \$632.72 | |
| Total Disbursements | | | | \$0.00 |
| Total Taxes (HST) | | | | \$1,801.35 |
| TOTAL | | | | \$15,657.85 |

MICHAEL CHU
Applicant

-and- THI THU LEE, et al.

Respondents

Court File No. CV-23-00005531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

AFFIDAVIT OF LAURA CULLETON

CHAITONS LLP

Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
Tel : (416) 218-1161
Email: maya@chaitons.com

Lawyers for BDO Canada Limited, in its capacity as Court-
Appointed Receiver

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR) TUESDAY, THE 19TH
)
JUSTICE MCCARTHY) DAY OF NOVEMBER, 2024
)

B E T W E E N:

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”) in its capacity as court-appointed receiver (the “**Receiver**”), of the assets, undertaking and properties of the Respondent, 2506275 Ontario Limited (“**250**”), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the “**Real Property**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and 1000941006 Ontario Inc. (the “**Purchaser**”) dated July 17, 2024 and appended to the Confidential Supplemental Report of the Receiver dated November 8, 2024 (the “**Confidential Supplemental Report**”), and vesting in the Purchaser, 250’s right, title and interest in and to the Real Property, was heard this day by videoconference in Barrie, Ontario.

ON READING the First Report and Confidential Supplemental Report, the affidavit of ● sworn ●, 2024 and on hearing the submissions of counsel for the Receiver, and such other parties shown on the Participant Information Form filed with the Court:

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule B** hereto (the "**Receiver's Certificate**"), all of 250's right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McCarthy dated December 22, 2023; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

3. **THIS COURT ORDERS** that the Confidential Supplemental Report be and is hereby sealed pending the filing of the Receiver's Certificate as to the closing of the Transaction or further Order of this Honourable Court.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (#43) of an Application for Vesting Order in the form prescribed by

the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule D** 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 Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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 250 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of 250;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 250 and shall not be void or voidable by creditors of 250, 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.

Schedule A – Real Property

PIN: 13490-0011 (LT)

Description: PT LT 28 CON 3 SDS TORONTO AS IN VS402644; S/T & T/W VS402644 ;
MISSISSAUGA; SUBJECT TO AN EASEMENT OVER PART 9 ON 43R39450
AS IN PR3696705

Schedule B –Form of Receiver’s Certificate

Court File No. CV-23-00000531-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McCarthy of the Ontario Superior Court of Justice dated December 22, 2023, BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”) of the of the assets, undertaking and properties of the Respondent, 2506275 Ontario Limited (“**250**”), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the “**Real Property**”).

B. Pursuant to an Order of the Court dated November 19, 2024, the Court approved the agreement of purchase and sale made as of July 17, 2024 (the “**Sale Agreement**”) between the Receiver and 1000941006 Ontario Inc. (the “**Purchaser**”) and the vesting in the Purchaser, all of 250’s right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO Canada Limited, in its capacity as the
Court-appointed receiver of 2506275 Ontario
Limited, and not in its personal capacity**

Per: _____

Name:

Title:

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act (Ontario)* or the *Land Titles Act (Ontario)*, or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act (Ontario)* except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act (Ontario)* be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention; and
11. Any lease to which subsection 70(2) of the *Registry Act (Ontario)* applies; and
12. The following instruments registered on title to the Real Property:

| Reg. No. | Date | Instrument Type | Parties From | Parties To |
|-----------------|-------------|------------------------|----------------------------|-------------------------|
| PR2922256 | 2016/05/31 | Transfer | 1418356 Ontario Inc. | 2506275 Ontario Limited |
| 43R39450 | 2020/05/25 | Plan Reference | | |
| PR3696705 | 2020/09/01 | Transfer Easement | 2506275 Ontario Limited | Enbridge Gas Inc. |

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

| Reg. No. | Date | Instrument Type | Parties From | Parties To |
|-----------------|-------------|------------------------|-------------------------|-------------------------------|
| PR3276383 | 2018/01/26 | Charge | 2506275 Ontario Limited | Meridian Credit Union Limited |
| PR3276384 | 2018/01/26 | No Assgn Rent Gen | 2506275 Ontario Limited | Meridian Credit Union Limited |
| PR4148914 | 2022/12/06 | Caution-Land | 2506275 Ontario Limited | Chu, Michael |
| PR4189490 | 2023/04/14 | Certificate | Chu, Michael | |

MICHAEL CHU
Applicant

-and-

THI THU LEE, et al.
Respondents

Court File No. CV-24-00717917-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

APPROVAL AND VESTING ORDER
(November 19, 2024)

CHAITONS LLP

Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
Tel : (416) 218-1161
Email: maya@chaitons.com

**Lawyers for BDO Canada Limited, in its capacity as
Court-Appointed Receiver and Administrator**

TAB 4

Revised: January 21, 2014

Court File No. — CV-23-0000531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE — MR) ~~WEEKDAY~~ TUESDAY, THE # 19TH
)
JUSTICE — MCCARTHY) DAY OF ~~MONTH~~ NOVEMBER,
) 20YR 2024

B E T W E E N:

PLAINTIFF

Plaintiff

MICHAEL CHU

Applicant

- and -

DEFENDANT

Defendant

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY and JOHN DOE

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited (“BDO”) in its capacity as ~~the Court~~ court-appointed receiver (the “Receiver”), of the assets, undertaking, ~~property and assets of [DEBTOR]~~ and properties of the Respondent, 2506275 Ontario Limited

("250"), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the "~~Debtor~~""Real Property") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~1000941006 Ontario Inc. (the "Purchaser") dated ~~[DATE]~~July 17, 2024 and appended to the Confidential Supplemental Report of the Receiver dated ~~[DATE]~~November 8, 2024 (the "Confidential Supplemental Report"), and vesting in the Purchaser~~the Debtor, 250~~'s right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~Real Property, was heard this day ~~at 330 University Avenue, Toronto~~by videoconference in Barrie, Ontario.

ON READING the First Report and Confidential Supplemental Report, the affidavit of sworn, 2024 and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, ~~no one appearing for any~~ and such other ~~person~~parties shown on the ~~service list, although properly served as appears from the affidavit of [NAME]~~ sworn [DATE] Participant Information Form filed¹ with the Court:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ 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~~Real Property to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule AB** hereto (the

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

"Receiver's Certificate"), all of ~~the Debtor~~250's right, title and interest in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴Real Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~McCarthy dated ~~[DATE]~~December 22, 2023; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on ~~Schedule DC~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property.

3. THIS COURT ORDERS that the Confidential Supplemental Report be and is hereby sealed pending the filing of the Receiver's Certificate as to the closing of the Transaction or further Order of this Honourable Court.

4. 3-THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~[Land Titles Division of ~~{LOCATION}~~Peel (#43) of an Application for Vesting Order in the form prescribed by the *Land*

⁴~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~Titles Act and/or the Land Registration Reform Act~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the ~~subject real property identified in Schedule B hereto (the "Real Property")~~ in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule CD** hereto.

5. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~ Real Property shall stand in the place and stead of the ~~Purchased Assets~~ Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased Assets~~ Real Property with the same priority as they had with respect to the ~~Purchased Assets~~ Real Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~ Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "•" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of ~~the Debtor~~250 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~250;

the vesting of the ~~Purchased Assets~~Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~250 and shall not be void or voidable by creditors of ~~the Debtor~~250, 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 ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

8. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America 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.

Revised: January 21, 2014

Schedule A – Real Property

PIN: 13490-0011 (LT)

Description: PT LT 28 CON 3 SDS TORONTO AS IN VS402644; S/T & T/W VS402644 ;
MISSISSAUGA; SUBJECT TO AN EASEMENT OVER PART 9 ON 43R39450
AS IN PR3696705

Schedule B – Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-23-00000531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

PLAINTIFF

Plaintiff

MICHAEL CHU

Applicant

- and -

DEFENDANT

Defendant

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY and JOHN DOE

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice McCarthy of the Ontario Superior Court of Justice ~~(the “Court”)~~ dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ December 22, 2023, BDO Canada Limited (“BDO”) was appointed as the receiver (the “Receiver”) of the of the assets, ~~undertaking, property and assets of [DEBTOR] and properties of the Respondent, 2506275 Ontario Limited (“250”), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the “Debtor Real Property”)~~.

B. Pursuant to an Order of the Court dated ~~[DATE]~~November 19, 2024, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~July 17, 2024 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~1000941006 Ontario Inc. (the "Purchaser") and ~~provided for~~ the vesting in the Purchaser, all of ~~the Debtor~~250's right, title and interest in and to the ~~Purchased Assets~~Real Property, which vesting is to be effective with respect to the ~~Purchased Assets~~Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 1 of~~ 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~~Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section 1 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~BDO Canada Limited, in its capacity as ~~Receiver of the undertaking, property and assets of~~ ~~[DEBTOR]~~Court-appointed receiver of 2506275 Ontario Limited, and not in its personal capacity

Per: _____
Name:
Title:

Revised: January 21, 2014

Schedule ~~B~~—Purchased Assets

Revised: January 21, 2014

~~Schedule C~~ — ~~Claims to be deleted and expunged from title to Real Property~~

**Schedule DC – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
6. The exceptions and qualifications set forth in the *Registry Act (Ontario)* or the *Land Titles Act (Ontario)*, or amendments thereto;
7. Any reservation(s) contained in the original grant from Crown;
8. Subsection 44(1) of the *Land Titles Act (Ontario)* except paragraphs 11 and 14.
9. Provincial succession duties and escheats or forfeiture to the Crown;
10. The rights of any person who would, but for the *Land Titles Act (Ontario)* be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention; and
11. Any lease to which subsection 70(2) of the *Registry Act (Ontario)* applies; and
12. The following instruments registered on title to the Real Property:

| <u>Reg. No.</u> | <u>Date</u> | <u>Instrument Type</u> | <u>Parties From</u> | <u>Parties To</u> |
|------------------|-------------------|--------------------------|--------------------------------|--------------------------------|
| <u>PR2922256</u> | <u>2016/05/31</u> | <u>Transfer</u> | <u>1418356 Ontario</u> | <u>2506275 Ontario Limited</u> |
| <u>43R39450</u> | <u>2020/05/25</u> | <u>Plan Reference</u> | | |
| <u>PR3696705</u> | <u>2020/09/01</u> | <u>Transfer Easement</u> | <u>2506275 Ontario Limited</u> | <u>Enbridge Gas Inc.</u> |

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

| <u>Reg. No.</u> | <u>Date</u> | <u>Instrument Type</u> | <u>Parties From</u> | <u>Parties To</u> |
|------------------|-------------------|--------------------------|--------------------------------|--------------------------------------|
| <u>PR3276383</u> | <u>2018/01/26</u> | <u>Charge</u> | <u>2506275 Ontario Limited</u> | <u>Meridian Credit Union Limited</u> |
| <u>PR3276384</u> | <u>2018/01/26</u> | <u>No Assgn Rent Gen</u> | <u>2506275 Ontario Limited</u> | <u>Meridian Credit Union Limited</u> |
| <u>PR4148914</u> | <u>2022/12/06</u> | <u>Caution-Land</u> | <u>2506275 Ontario Limited</u> | <u>Chu, Michael</u> |
| <u>PR4189490</u> | <u>2023/04/14</u> | <u>Certificate</u> | <u>Chu, Michael</u> | |

MICHAEL CHU
Applicant

-and-

THI THU LEE, et al.
Respondents

Court File No. CV-24-00717917-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

APPROVAL AND VESTING ORDER
(November 19, 2024)

CHAITONS LLP
Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
Tel : (416) 218-1161
Email: maya@chaitons.com

Lawyers for BDO Canada Limited, in its capacity as
Court-Appointed Receiver

Document comparison by Workshare Compare on Tuesday, November 12, 2024 3:08:05 PM

| Input: | |
|---------------|---|
| Document 1 ID | file://C:\Users\LyndaC\Desktop\Model_Approval and Vesting Order (MAYA) - USE THIS ONE.doc |
| Description | Model_Approval and Vesting Order (MAYA) - USE THIS ONE |
| Document 2 ID | file://C:\Users\LyndaC\Desktop\Approval and Vesting Order.doc |
| Description | Approval and Vesting Order |
| Rendering set | Standard |

| Legend: | |
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| | <u>Insertion</u> |
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| | Moved deletion |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Statistics: | |
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| | Count |
| Insertions | 226 |
| Deletions | 138 |
| Moved from | 1 |
| Moved to | 1 |
| Style changes | 0 |
| Format changes | 0 |
| Total changes | 366 |

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR) TUESDAY, THE 19TH
)
JUSTICE MCCARTHY) DAY OF NOVEMBER, 2024
)

B E T W E E N:

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondents

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertaking and properties of the Respondent, 2506275 Ontario Limited (“**250**”), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the “**Real Property**”), for an order, *inter alia*:

1. validating service of the Receiver’s notice of motion and motion record;
2. approving the First Report of the Receiver dated November 8, 2024 (the “**First Report**”), the Confidential Supplemental Report and the conduct and actions of the Receiver to date;

3. approving the fees and disbursements of the Receiver and its counsel as described in the First Report, the Affidavit of Josie Parisi sworn November 8, 2024 and the Affidavit of Laura Culleton sworn November 8, 2024 (collectively, the “**Fee Affidavits**”);
4. approving the distributions of the net proceeds from the sale of the Real Property;
5. subject to any outstanding matters, discharging BDO as Receiver and Administrator of the assets, undertakings and properties of 250, including the Real Property; and
6. releasing the Receiver and Administrator from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver or Administrator,

was heard this day by judicial videoconference via Zoom at Barrie, Ontario.

ON READING the First Report, the Fee Affidavits, and on hearing the submissions of counsel for the Receiver, and any other parties appearing listed on the counsel slip, no one else appearing for any other person on the service list, although served as appears by the Affidavit of ● sworn November ●, 2024, filed:

SERVICE

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

DISTRIBUTIONS

2. **THIS COURT ORDERS** that, after payment of the Receiver’s fees and disbursements and the fees and disbursements of the Receiver’s legal counsel, the Receiver is hereby authorized and directed to distribute net proceeds from the sale of 250’s property as follows:

- (a) First to Meridian Credit Union Limited up to the full amount owing to it by 250;
- (b) Second, to Canada Revenue Agency for harmonized sale tax arrears, in the amount, if any assessed prior to the Receiver’s discharge; and

(c) Third to BDO Canada Limited in its capacity as Administrator of the Bloor Property as defined in the First Report, in the amount of \$21,430.44.

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay any net proceeds from the sale of 250's property after payment of the distributions set out in paragraph 2 above, into Court pending a further order of the Court.

ACTIVITIES OF THE RECEIVER

4. **THIS COURT ORDERS** that the activities of the Receiver, as described in the First Report and Confidential Supplemental Report, be and are hereby approved, provided however that only BDO Canada Limited in its personal capacity and only with respect of its own personal liability shall be entitled to rely upon or utilize in any way such approval.

FEES AND DISBURSEMENTS OF THE RECEIVER

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, inclusive of the Fee Accrual (as defined in the First Report), as set out in the First Report and the Fee Affidavits, be and are hereby approved.

DISCHARGE OF THE RECEIVER AND ADMINISTRATOR

6. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 2 hereof and upon BDO Canada Limited filing a certificate certifying that it has completed the other activities described in the First Report (the "**Discharge Certificate**"), BDO Canada Limited shall be discharged and released from its responsibilities and obligations as Receiver and Administrator of the Real Property (the "**Administrator**"), provided however that notwithstanding its discharge herein (a) BDO Canada Limited shall remain Receiver and Administrator for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO Canada Limited in its capacity as Receiver and Administrator.

7. **THIS COURT ORDERS AND DECLARES** that upon the filing of the Discharge Certificate referred to in paragraph 6 above, BDO Canada Limited shall be released and discharged from any and all liability that BDO Canada Limited now has or may hereafter have by reason of, or in any arising out of, the acts or omissions of BDO Canada Limited while acting in its capacity as Receiver and/or Administrator herein, save and except for any gross negligence or wilful misconduct on the Receiver's or the Administrator's part. Without limiting the generality of the foregoing, BDO Canada Limited shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's and the Administrator's part.

GENERAL

8. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

SCHEDULE “A”

Court File No. CV-23-00005531-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MICHAEL CHU

Applicant

- and -

**THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG,
MCMASTER MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN
TRAN, 2506275 ONTARIO LTD., BRISTOL GREEN CORP. LTD., TELB
MORTGAGE HOLDING CORPORATION o/a TELB INVESTMENTS
LTD., HARVEY M. MENDEL, KOMAL MOONDI & MOONDI LAW
PROFESSIONAL CORPORATION, STEWART TITLE GUARANTY COMPANY
and JOHN DOE**

Respondents

DISCHARGE CERTIFICATE

BDO CANADA LIMITED, in its capacity as receiver and manager (the “**Receiver**”) without security, of all of the assets, undertaking and properties of the Defendant, 2506275 Ontario Limited (“**250**”), including the real property municipally known as 1712 Lakeshore Road W, Mississauga, Ontario, L5J 1J5 (the “**Real Property**”) and the Administrator of the Real Property hereby certifies that BDO Canada Limited has completed its administration of these receivership and administrator proceedings, including the remaining Duties, as contemplated in the First Report of the Receiver dated November 12, 2024.

Date: _____, 2024

BDO CANADA LIMITED, in its capacity as Receiver without security, of all of the assets, undertaking and properties of the Defendant, 2506275 Ontario Limited, and not in its personal capacity

Per:

Name: _____

Title:

MICHAEL CHU
Applicant

-and-

THI THU LEE, et al.
Respondents

Court File No. CV-23-00005531-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

DISTRIBUTION AND DISCHARGE ORDER
(returnable November 19, 2024)

CHAITONS LLP

Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)

Tel : (416) 218-1161

Email: maya@chaitons.com

**Lawyers for BDO Canada Limited, in its capacity as
Court-Appointed Receiver and Administrator**

MICHAEL CHU
Applicant

-and- THI THU LEE, et al.

Respondents

Court File No. CV-23-00005531-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BARRIE, ONTARIO

MOTION RECORD
(returnable November 19, 2024)

CHAITONS LLP

Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
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Lawyers for BDO Canada Limited, in its capacity as Court-
Appointed Receiver and Administrator