

Court File No. CV-24-00714813-00CL

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

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

and

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

MOTION RECORD

(hearing scheduled on September 24, 2024 at 12:00 p.m.)

September 13, 2024

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416.941.8861

Lawyers for the Receiver, Zeifman Partners Inc.

SERVICE LIST

TO: FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416.941.8861

Lawyers for the Applicant

AND TO: McKENZIE LAKE LAWYERS LLP

Lawyers
100 Stone Road West, Suite 300
Guelph, ON N1G 5L3

Alexander Verrilli (LSO # 76764Q)

alexander.verrilli@mckenzielake.com

Tel: 519.826.4333 ext. 7617

Lawyers for 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited

AND TO: LANCASTER CHOWN & WELCH LLP

Barristers and Solicitors
80 King Street, Suite 800, P.O. Box 790
St. Catharines, ON, L2R 6Z1

Harry Korosis (LSO# 43812N)

hkorosis@lcwlawyers.com

Tel: 905-346-0777

Lawyer for the Second Mortgagee, GR8SPACE4U Inc.

AND TO: IRON LAW

43 Church Street, Unit 602
St. Catharines, ON L2R 7E1

Johanna McNulty (LSO# 58999M)

johanna@ironlaw.ca

Tel: 289-438-4766

Lawyers for the Lien Claimant, CH Plumbing Inc.

AND TO: SIMPSON WIGLE LAW LLP

1 Hunter Street East, Suite 200
Hamilton, ON L8N 3W1

Derek A. Schmuck (LSO# 24551U)

schmuckd@simpsonwigle.com

Tel: 905-528-8411 ext. 353

Lawyers for Pollard Windows Inc. and Turkstra Lumber Company Limited (Lien Claimants)

AND TO: DANIEL & PARTNERS LLP

39 Queen St. P.O. Box 24022
St. Catharines, ON L2R 7P7

Sarah Joyce Draper (LSO# 55808B)

drapers@niagaralaw.ca

Tel: 905-688-9411

Lawyers for Frank & Company Construction Ltd. (Lien Claimant)

AND TO: SULLIVAN MAHONEY LLP

Lawyers
40 Queen Street, Box 1360
St. Catharines, ON L2R 6Z2

Peter Mahoney (LSO #26268P)
pamahoney@sullivan-mahoney.com

Adam Patchet (LSO No. 63809F)
apatchet@sullivan-mahoney.com

Tel: 905-688-6655

Lawyers for the Respondents 1650661 Ontario Inc. and Terence Joseph St. Amand
by his Litigation Guardian Lisa St. Amand,
Cotton Inc. and Keizer investments Ltd. o/a (Smithville Home Hardware) (Lien
Claimants)

AND TO: TORYS LLP

79 Wellington St. W., Suite 3000
Box 270, TD Centre
Toronto, ON M5K 1N2

Adam Slavens (LSO # 54433J)
Tel: 416.865.7333
Email: aslavens@torys.com

Lawyers for Tarion Warranty Corporation

AND TO: INTAKE CENTRE FOR INSOLVENCY (Ontario Region)

Administrative Agreement Requests
Manager, Insolvency
Toronto Centre Tax Services Office, Canada Revenue Agency

AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO: ATTORNEY GENERAL OF CANADA

Department of Justice
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

Kevin Dias (LSO # 39035N)

kdias@justice.gc.ca

Tel: (647) 256-7360

Lawyer for the Respondent, His Majesty the King in Right of Canada as represented
by the Minister of National Revenue

**AND TO: MINISTER OF FINANCE
INSOLVENCY UNIT**

6th Floor, 33 King Street West
Oshawa, ON L1H 8H5

Insolvency Unit

insolvency.unit@ontario.ca

Email service list:

cfrancis@foglers.com; alexander.verrilli@mckenzielake.com; hkorosis@lcwlawyers.com;
johanna@ironlaw.ca; schmuckd@simpsonwiggles.com; drapers@niagaralaw.ca;
pamahoney@sullivan-mahoney.com; apatchet@sullivan-mahoney.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; kdias@justice.gc.ca; insolvency.unit@ontario.ca
aslavens@torys.com

INDEX

TAB	DOCUMENT	PAGE NOS.
A.	Notice of Motion dated September 12, 2024	1 – 8
B.	First Report of the Receiver dated September 12, 2024	9 – 27
1.	Appendix “1” – Appointment Order	28 – 55
2.	Appendix “2” – Agreement of Purchase and Sale for the Partially Completed Homes (with the purchase price redacted)	56 – 94
3.	Appendix “3” – Agreement of Purchase and Sale for the Vacant Lots (with the purchase price redacted)	95 – 129
4.	Appendix “4” – Receiver’s Interim Statement of Receipts and Disbursements for the period between April 26, 2024 to August 31, 2024	130
5.	Appendix “5” – Payout Statement dated September 11, 2024	131
6.	Appendix “6” – Fee Affidavit of Allan A. Rutman affirmed September 10, 2024	132 – 173
7.	Appendix “7” – Fee Affidavit of Joseph Fried sworn September 12, 2024	174 – 194
8.	Appendix "8" – Fee Affidavit of Matthew Himmel sworn September 12, 2024	195 – 200

TAB "A"

Court File No. CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

and

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

NOTICE OF MOTION
(Returnable September 24, 2024)

Zeifman Partners Inc. ("**Zeifmans**") in its capacity as Receiver and Manager (the "**Receiver**") over specified properties of 1703306 Ontario Inc. ("**1703306**") and R.O Beam & Sons Construction Limited ("**R.O. Beam**") (collectively, the "**Debtors**"), will make a Motion to a Judge presiding over the Commercial List on Tuesday, September 24, 2024 at 12:00 p.m., or as soon after that time as the Motion can be heard.

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

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

at the following location:

330 University Avenue, Toronto, Ontario
(Zoom video conference details to be provided by the Court)

THE MOTION IS FOR:

- (a) Approval and Vesting Orders approving the sale transactions contemplated by two Agreements of Purchase and Sale ("**Sale Agreements**") entered into between the Receiver and Prime Rentals Niagara Inc. ("**Prime**") vesting in the purchaser or as it may direct all right title and interest in and to the properties which are the subject of the sale transactions;
- (b) An Order approving the First Report of the Receiver (the "**First Report**") and the activities and actions and conduct of Receiver as set out in the First Report;
- (c) An Order requiring the Debtors to deliver certain books and records to the Receiver as set out in the First Report;
- (d) An Order approving the fees and disbursements of the Receiver and its legal counsel to August 31, 2024;
- (e) An Order approving the Receiver's Interim Statement of Receipts and Disbursements for the period between April 26, 2024 to August 31, 2024;
- (f) An Order sealing the Confidential Appendices in the Confidential Compendium;
- (g) An Order approving the repayment of Receiver Loans as well as a distribution of funds to Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") the first mortgagee as set out in the attached payout statement attached to the First Report;
- (h) An Order authorizing the holdback of funds in respect of the construction liens registered against the Debtors' properties which are the subject of the receivership (the "**Hodgkins Lots**");
- (i) Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:**BACKGROUND**

1. The Debtor, 1703306, purchased the Hodgkins Lots for a purchase price of \$3,350,000 exclusive of HST. The purchase originally consisted of 16 lots, but one lot was released immediately following closing resulting in a payment of \$100,000.00 in exchange for a partial discharge.
2. Prior to closing, R.O. Beam (not 1703306) entered into Agreements of Purchase and Sale with respect to individual purchasers for the sale of homes to be built on the Hodgkins Lots.
3. Michael Emonds is the President, Secretary/Treasurer and a Director and 50% shareholder of 1703306. Jonathan Pietrangelo is a 50% shareholder of 1703306.
4. Hillmount is the first mortgagee of the Hodgkins Lots, pursuant to a mortgage registered in the principal amount of \$7,192,000.00 on June 27, 2022 (the "**Hillmount Mortgage**").
5. Hillmount advanced funds to finance the purchase of the Hodgkins Lots and the construction of homes on the Hodgkins Lots.
6. 1703306 was the borrower and principal debtor under the Hillmount Mortgage. R.O. Beam was the guarantor of the Hillmount Mortgage, the builder of homes on the Hodgkins Lots and the registered owner of one of lots (Lot 36) pursuant to a transfer registered on June 30, 2023 (without Hillmount's knowledge or consent).
7. In addition to the Hillmount Mortgage, the Hodgkins Lots are currently encumbered by the following:
 - (a) a second mortgage in the principal sum of \$1,300,000 in favour of GR8SPACE4U Inc., which was registered on June 27, 2022 (the "**Second Mortgage**");
 - (b) a Certificate of Pending Litigation ("**CPL**") which was registered against the Hodgkins Lots on June 13, 2023;

- 4 -

- (c) six sets of construction liens which have been registered by various constructions trades against one or more of the Hodgkins Lots;
 - (d) a tax lien in the amount of \$1,731,856.15 which was registered by Canada Revenue Agency over Lot 36 on February 21, 2024.
8. As a result of the registration of the CPL as well as the filing of the construction liens, Hillmount was unable to make construction advances and the Debtors were unable to complete the construction of homes on the Hodgkins Lots.
 9. The Hillmount Mortgage matured on July 1, 2023 and was not repaid.
 10. By letter dated August 31, 2023, Hillmount demanded payment of the indebtedness owing under the Hillmount Mortgage.
 11. On September 14, 2023, Hillmount's lawyers, Fogler Rubinoff LLP issued a Notice of Intention to Enforce Security and a Notice of Sale.
 12. On February 16, 2024, Hillmount brought an Application to appoint Zeifmans as Receiver of the Hodgkins Lots, returnable on February 23, 2024 for scheduling.
 13. At the time of the Receivership Application, the Hodgkins Lots consisted of three finished homes, five partially completed homes and seven vacant lots.
 14. The Receivership Application was scheduled for hearing on March 12, 2024. At the Request of the Debtors, the Receivership Application was adjourned three times, on March 12, 2024, March 26, 2024 and April 5, 2024, to provide the Debtors with an opportunity to obtain refinancing.
 15. The Debtors were unsuccessful in obtaining refinancing. Ultimately, the Appointment Order was issued on an unopposed basis on April 26, 2024.
 16. Upon taking possession of the Property, the Receiver undertook the following conservatory and protective measures with respect to the Hodgkins Lots, as set out in the First Report.

- 5 -

17. The Receiver sought books and records from the Debtors. The Debtors have failed to provide all of the books and records requested by the Receiver. The Receiver seeks an Order compelling them to do so.
18. The Receiver arranged an appraisal in respect of the Hodgkins Lots.
19. The Receiver solicited proposals, attended discussions, meetings and correspondence with ten realtors with presence in the area with a view to retaining the services of a realtor to market the property for sale.
20. After review of the credentials and experience of realtors, it was the Receiver's view that it would be best to have separate agents to market the finished homes and the partially completed homes and vacant lots.
21. The properties were listed for sale between June 26, 2024 and June 30, 2024.
22. Separate listing prices were set in respect of the properties based on the appraisals received.
23. The First Report sets out the marketing process undertaken by the Receiver.
24. On August 16, 2024, after extensive negotiations with Prime's lawyers, the Receiver entered into two Sale Agreements with Prime, one for the partially completed homes and one for the vacant lots.
25. The Sale Agreements were subject to a ten-business day condition period. On August 29, 2024, the Purchaser waived its condition, and the Agreements became firm.
26. The Receiver recommends that the Court approve the Sale Agreements and grant the Approval and Vesting Orders for the following reasons:
 - (a) The Receiver conducted a duly authorized sale through a public and commercially recognized sale process;
 - (b) The properties were exposed to the public for an appropriate amount of time;

- 6 -

- (c) The purchaser is at arms length with the Debtors or any interested party to this proceeding;
 - (d) While the purchase price is below appraised value, all of the offers received were below appraised value and were within a similar range;
 - (e) The appraisal did not take into consideration the profit margins required by developers to complete the partially completed homes and build homes on the vacant lots;
 - (f) The purchaser provided evidence of its financial capability to close the transactions and the Receiver considered the Prime offers to have the greatest likelihood of closing based on evidence of funding provided with the offer.
27. The Receiver has obtained an independent legal opinion as to the validity and enforceability of Hillmount's security.
28. Hillmount has provided a payout statement in respect of the Hillmount Mortgage.
29. The Receiver seeks authorization to distribute funds to Hillmount up to the amount of the indebtedness under the Hillmount Mortgage, and subject to a holdback for lien claims as set out below.
30. With the assistance of counsel, the Receiver has calculated the maximum holdback amounts for each of the lien claims, as set out in the First Report. The Receiver seeks approval for the lien holdbacks.
31. The Receiver seeks approval of its fees and disbursements as well as those of its legal counsel, for the period to August 31, 2024. Fee affidavits for the Receiver and its legal counsel are attached to the First Report.
32. The Receiver is of the view that these accounts are reasonable in the circumstances and have been validly incurred in accordance with the Receivership Order.
33. The Receiver has filed Confidential Appendices in a Confidential Compendium.

- 7 -

34. Disclosure of the information contained in the Confidential Compendium may be prejudicial to the Receiver's sale process.
35. The Receiver requests that the Confidential Appendices be sealed pending the closing of the sale transactions.
36. Such further and other grounds as the lawyers may advise0..

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

- (a) First Report of the Receiver dated September 12, 2024 and the Appendices attached thereto, including the fee affidavits of Allan A. Rutman, Joseph Fried and Matthew Himmel;
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 13, 2024

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416.941.8861

Lawyers for the Receiver

TO: **SERVICE LIST**

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
Applicant

-and-

1703306 ONTARIO INC. et al.
Respondents

Court File No. CV-24-00714813-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416-941-8861

Lawyers for the Receiver

TAB "B"

Court File No. CV-24-00714813-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

and

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

**FIRST REPORT TO THE COURT
OF ZEIFMAN PARTNERS INC., AS RECEIVER**

September 12, 2024

TABLE OF CONTENTS

	Page
INTRODUCTION	- 1 -
PURPOSE OF THE REPORT	- 1 -
BACKGROUND	- 2 -
THE RECEIVERSHIP APPLICATION	- 4 -
ACTIVITIES OF THE RECEIVER	- 5 -
RECEIVER'S INTERIM STATEMENT OF RECEIPTS & DISBURSEMENTS	- 12 -
DISTRIBUTION TO HILLMOUNT	- 12 -
LIEN CLAIMS	- 13 -
PROFESSIONAL FEES	- 15 -
SEALING	- 16 -
CONCLUSION	- 16 -

APPENDICES

- APPENDIX “1”:** Appointment Order
- APPENDIX “2”:** Agreement of Purchase and Sale for the Partially Completed Homes (with the purchase price redacted)
- APPENDIX “3”:** Agreement of Purchase and Sale for the Vacant Lots (with the purchase price redacted)
- APPENDIX “4”:** Receiver’s Interim Statement of Receipts and Disbursements for the period between April 26, 2024 to August 31, 2024
- APPENDIX “5”:** Hillmount's Payout Statement dated September 11, 2024
- APPENDIX “6”:** Fee Affidavit of Allan A. Rutman affirmed September 10, 2024
- APPENDIX “7”:** Fee Affidavit of Joseph Fried affirmed September 12, 2024
- APPENDIX “8”:** Fee Affidavit of Matthew Himmel sworn September 12, 2024

INTRODUCTION

1. This is the First Report filed by Zeifman Partners Inc. (“**Zeifmans**”) in its capacity as Receiver and Manager (the “**Receiver**”) over specified properties of 1703306 Ontario Inc. (“**1703306**”) and R.O Beam & Sons Construction Limited (“**R.O. Beam**”) (collectively, the “**Debtors**”).
2. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (“the **Court**”) dated April 26, 2024 (the “**Appointment Order**”), Zeifmans was appointed Receiver. A copy of the Appointment Order is attached as **Appendix “1”**.
3. Schedule A of the Appointment Order sets out the properties over which the Receiver was appointed, including three finished homes, five partially completed homes and seven residential lots located on Hodgkins Avenue in Thorold, Ontario, being Lots 1-5, 6, 10, 11, 15-18, 36, 39 and 40, Plan 59-M501, Thorold, Ontario (the “**Hodgkins Lots**”). Lots 1, 4 and 36 are finished homes (“**Finished Homes**”). Lots 3, 6, 15, 17, 39 are partially completed homes (“**Partially Completed Homes**”) and lots 2, 5, 10, 11, 16, 18 and 40 are unimproved (“**Vacant Lots**”).
4. The First Report includes appendices which contain commercially sensitive information as generally described below. The Court will be provided with a copy of the Confidential Appendices (the “**Confidential Appendices**”) in a separate Confidential Compendium of documents (the “**Confidential Compendium**”).

PURPOSE OF THE REPORT

5. The purpose of the First Report is to:
 - (a) provide the Court with an overview of the Receiver’s activities since the Receiver was appointed;
 - (b) recommend that the Court issue an Order (the “**Approval and Vesting Order**”) approving the sale transactions (the “**Sale Transactions**”) contemplated by two

Agreements of Purchase and Sale (collectively the "**Sale Agreements**") entered into between the Receiver and Prime Rentals Niagara Inc. ("**Prime**") vesting in the purchaser or as it may direct all right title and interest in and to the properties which are the subject of the Sale Transactions. The Sale Agreements are each conditional on the transactions contemplated by each of the Sale Agreements closing concurrently failing which the Sale Agreements are at an end;

- (c) recommend that the Court issue an Ancillary Order amongst other things;
 - i. ordering the Debtors to deliver records;
 - ii. approving the First Report and the activities and actions and conduct of Receiver as set out in the First Report;
 - iii. approving the fees and disbursements of the Receiver and its counsel for the period from April 26, 2024 to August 31, 2024;
 - iv. approving the Receiver's Interim Statement of Receipts and Disbursements for the period between April 26, 2024 to August 31, 2024;
 - v. sealing the Confidential Appendices in the Confidential Compendium; and
 - vi. approving the repayment of Receiver Loans as well as a distribution of funds to Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") the first mortgagee in the sum of \$2,641,611.47, together with interest thereon since the date of Hillmount's payout statement;
 - vii. Authorizing the holdback of funds, if necessary, in respect of the construction liens registered against the Hodgkins Lots.

BACKGROUND

- 6. 1703306 purchased the Hodgkins Lots on June 27, 2022 for a purchase price of \$3,350,000 exclusive of Harmonized Sales Tax ("**HST**"). The purchase originally consisted of 16

lots, but one lot was released immediately following closing resulting in a payment of \$100,000.00 in exchange for a partial discharge.

7. Prior to closing, R.O. Beam (not 1703306, the registered owner of the Hodgkins Lots), entered into Agreements of Purchase and Sale with respect to individual purchasers for the sale of homes to be built on the Hodgkins Lots.
8. Michael Emonds is the President, Secretary/Treasurer and a Director and 50% shareholder of 1703306. Jonathan Pietrangelo is a 50% shareholder of 1703306.
9. Hillmount is the first mortgagee of the Hodgkins Lots, pursuant to a mortgage registered in the principal amount of \$7,192,000.00 on June 27, 2022 (the "**Hillmount Mortgage**").
10. Hillmount advanced funds to finance the purchase of the Hodgkins Lots and the construction of homes on the Hodgkins Lots.
11. 1703306 was the borrower and principal debtor under the Hillmount Mortgage. R.O. Beam was the guarantor of the Hillmount Mortgage, the builder of homes on the Hodgkins Lots and the registered owner of one of lots (Lot 36) pursuant to a transfer registered on June 30, 2023 (without Hillmount's knowledge or consent).
12. In addition to the Hillmount Mortgage, the Hodgkins Lots are currently encumbered by the following:
 - (a) a second mortgage in the principal sum of \$1,300,000 in favour of GR8SPACE4U Inc., which was registered on June 27, 2022 (the "**Second Mortgage**");
 - (b) a Certificate of Pending Litigation ("CPL") which was registered against the Hodgkins Lots by 1650661 Ontario Inc. and Terence Joseph St. Amand (collectively, "**1650661**") on June 13, 2023;
 - (c) six sets of construction liens which have been registered by various constructions trades against one or more of the Hodgkins Lots;

- (d) a tax lien in the amount of \$1,731,856.15 which was registered by Canada Revenue Agency ("**CRA**") over Lot 36 on February 21, 2024.
13. As a result of the registration of the CPL as well as the filing of the construction liens, Hillmount was unable to make construction advances and the Debtors were unable to complete the construction of homes on the Hodgkins Lots.
14. The following construction liens have been registered against the Hodgkins Lots:
- Cotton Inc. – \$54,842.02 – registered on August 4, 2023 over Lot 3
 - Cotton Inc. – \$44,814.38 – registered on August 4, 2023 over Lot 15
 - Cotton Inc. – \$42,780.67 – registered on August 4, 2023 over Lot 17
 - Cotton Inc. – \$117,587.07 – registered on August 4, 2023 over Lot 39
 - Frank & Company Construction Limited ("**Frank**") – \$45,709.07 – registered on September 20, 2023 over Lot 6
 - Keizer Investments Ltd. ("**Keiser**") – \$479,645.90 – registered on October 19, 2023 over all of the Hodgkins Lots (and other properties);
 - CH Plumbing Inc. – \$17,393 – registered on November 23, 2023 over Lot 3
 - Pollard Windows Inc. ("**Pollard**") – \$24,329.49 – registered on November 28, 2023 over Lot 4
 - Turkstra Lumber Company Limited ("**Turkstra**") – \$35,650.85 registered on November 28, 2023 over Lot 39

THE RECEIVERSHIP APPLICATION

15. The Hillmount Mortgage matured on July 1, 2023 and was not repaid.

16. By letter dated August 31, 2023, Hillmount demanded payment of the indebtedness owing under the Hillmount Mortgage.
17. On September 14, 2023, Hillmount's lawyers, Fogler Rubinoff LLP issued a Notice of Intention to Enforce Security and a Notice of Sale.
18. Despite numerous attempts, the Debtors were unable to reach an agreement with 1650661 to lift the CPL and allow the sale of the Hodgkins Lots.
19. On February 16, 2024, Hillmount brought an Application to appoint Zeifmans as Receiver of the Hodgkins Lots, returnable on February 23, 2024 for scheduling.
20. The Receivership Application was scheduled for hearing on March 12, 2024. At the Request of the Debtors, the Receivership Application was adjourned three times, on March 12, 2024, March 26, 2024 and April 5, 2024, to provide the Debtors with an opportunity to obtain refinancing.
21. Mr. Emonds filed eight affidavits in response to the Receivership Application, sworn on March 7, 8, 11 and 25, 2024, April 2, 3, 4 and 25, 2024.
22. The Debtors were unsuccessful in obtaining refinancing. Ultimately, the Appointment Order was issued on an unopposed basis on April 26, 2024.
23. Full details regarding the above are set out in the Application Record, Supplementary Application Records and Responding Records filed on the Receivership Application.

ACTIVITIES OF THE RECEIVER

Taking Possession of the Property

24. Upon taking possession of the Hodgkins Lots, the Receiver undertook the following conservatory and protective measures:
 - (a) Arranged for insurance coverage wherein existing coverage was due to be lapsed;

- (b) Secured locks on the Partially Completed Homes and Finished Homes and changed where appropriate;
 - (c) Contracted security services to site for protection and ensure property was not damaged or items of value removed; and
 - (d) Arrange contractors to pump out rainwater from basements of certain properties, arrange power for sump pumps in the basement and provide for roof protection where roofing materials were inadequate.
25. At the time of the Receiver's appointment, two of the three Finished Homes were occupied, Lots 4 and 36. Lot 4 was occupied by a tenant, but the tenant was not paying any rent, as a result of arrangements made with Mr. Emonds. Lot 36 was occupied by a purchaser pursuant to an interim occupancy agreement, but the purchaser was not paying any occupancy costs.
26. The Receiver attempted to negotiate agreements with the occupants to purchase the properties, but the efforts were ultimately unsuccessful.
27. The Receiver, through counsel, negotiated agreements with the occupants of Lots 4 and 36 requiring date specific departure from the homes. The occupant of Lot 4 vacated prior to finalization of the agreement. Under a formal agreement with the occupants of Lot 36, they were required to provide vacant possession by August 20, 2024. As part of the agreement, the occupants agreed to leave the appliances they had purchased. The occupants vacated Lot 36 on August 26, 2024 after the Receiver scheduled a hearing date with the Commercial List to take out an order for possession.

Books and Records

28. Paragraphs 6 and 7 of the Appointment Order require the Debtors, their current and former officers, directors, employees, shareholders and other persons to forthwith advise the Receiver of all records in their possession and provide access as well as deliver all records if requested to the Receiver.
29. On April 29, 2024, the Receiver requested books and records from Mr. Emonds, including, amongst other things:
- Creditor listing for both 1703306 and R.O. Beam;
 - Corporate Profile Report for 1703306 and R.O. Beam;
 - Lot 1: Copy of last sale and extension agreement;
 - Lot 36:
 - (i) Copy of Interim Occupancy Agreement;
 - (ii) Copy of sale and notice agreement for sale of property;
 - (iii) Contact details for resident including email;
 - Lot 4 :
 - (i) Copy of rental agreement;
 - (ii) Copy of sale agreement with original buyer;
 - Lot 39, 17, 15, 6 and 3: Documentation regarding construction, drawings, city permits etc.;
 - Remaining Lots: Documentation regarding property and the city permits etc.;
 - Contact details for site manager;
 - Copies of 11 sale agreements and extension agreements;

- Lots 6,16, 18 and 39, copy of sale agreement;
- Accounting and backup for deposits for sale agreements;
- Copy of third-party report – Abacus;
- Contact details for lawyer who transferred Lot 36 from 170 Corp. to R.O. Beam;
- Copy of Tarion registration, and latest backup documentation;
- Contact details for tax lawyer dealing with CRA re HST and source deductions matter with CRA, and copy of latest statement of account with business number for both corporations;
- Copies of insurance policies for all the Hodgkins Lots;
- Copy of Utilities Agreement for all of the Hodgkins Lots;
- Scanned Copies of Mailings related to all the Lots under Receivership;
- Status of rent from the rented house at Lot 4, and the rent if any received should be forwarded to Receiver.

30. The Debtors did not supply the Receiver with:

- Documentation and backup accounting for the deposits for sale agreements in the amount of \$610,000 on the 15 Lots, and backups for accounting for the usage/disbursement of this \$610,000 with copies of bank statements and related books and records;
- Contact details for the bookkeeper/ accountant, which was requested in another email on June 21, 2024;
- Copy of latest statement of account with business number for both Debtors.

31. The Receiver's initial request dates back to April 29, 2024 and the Receiver has since sent multiple reminders to Mr. Emonds and Claire Emonds.
32. The Receiver requests an Order requiring the Debtors to deliver up all records by no later than September 30, 2024.

The Marketing and Sale Process

33. The Receiver arranged an appraisal in respect of the Hodgkins Lots.
34. The Receiver solicited proposals, attended discussions, meetings and correspondence with ten realtors with presence in the area with a view to retaining the services of a realtor to market the property for sale.
35. After review of the credentials and experience of realtors, it was the Receiver's view that it would be best to have separate agents to market the Finished Homes, the Partially Completed Homes and the Vacant Lots.
36. The services of Royal LePage NRC Realty Niagara Falls were retained as Agent for the sale of the Partially Completed Homes and the Vacant Lots and Royal LePage NRC Realty Compass Estates St. Catharines was retained in respect of the Finished Homes.
37. The various properties were listed for sale between June 26, 2024 and June 30, 2024.
38. Separate listing prices were set in respect of the properties based on the appraisals received.
39. The Receiver's approach in respect of the Partially Completed Homes and Vacant Lots was to approach developers and contractors as likely source of offers on the Hodgkins Lots. The properties were marketed extensively through various channels using multiple methods including email blasts, signs on the site and multiple listing service listings as well as target marketing the expected purchasers. All showings were supervised by Royal LePage NRC Realty.
40. A date of July 25, 2024 was set for submission of offers, after sufficient time for exposure. The Receiver was presented with three sets of offers for the Partially Completed Homes

and Vacant Lots. The Receiver reviewed the offers with its Agent at Royal LePage NRC Realty and, as all offers were reasonably in the same range and below appraised values, determined to reject all such offers and request improved offers and evidence of the ability to complete a transaction by July 31, 2024.

41. Two of the three parties who had submitted offers left them unchanged with the third party making a slightly improved offer.
42. Prior to determining which offer to accept, the Receiver was advised by the Agent that one of the three interested parties (2867116 Ontario Inc., being a related party to the Debtors) had requested an opportunity to resubmit an offer, which had been previously submitted at a miscommunicated price to their representative.
43. Given that the Receiver had not yet made a decision, it allowed 2867116 Ontario Inc to resubmit an amended offer. As the Receiver entertained the amended offer, in consultation with counsel and its agent, it thought it was appropriate to reach out to the other parties once again and ask if they wished to increase their offers.
44. Neither party wished to change their offer from that previously submitted.
45. The Receiver, after consideration of the offers, determined to accept the offer of Prime, subject to certain revisions to be made by counsel.
46. On August 16, 2024, after extensive negotiations with Prime's lawyers, the Receiver entered into two Sale Agreements with Prime, one for the Partially Completed Homes and one for the Vacant Lots. The Sale Agreements were subject to a ten-business day conditional period. On August 29, 2024, the purchaser waived its condition, and the Sale Agreements became firm.
47. A copy of the Sale Agreement for the Partially Completed Homes (with the purchase price redacted) is attached as **Appendix "2"**.
48. A copy of the Sale Agreement for the Vacant Lots (with the purchase price redacted) is attached as **Appendix "3"**.

49. The Receiver recommends that the Court approve the Sale Agreements and the transactions contemplated therein and grant the Approval and Vesting Orders for the following reasons:
- (a) The Receiver conducted a duly authorized sale through a public and commercially recognized sale process;
 - (b) The properties were exposed to the public for an appropriate amount of time;
 - (c) The purchaser is at arms length with the Debtors or any interested party to this proceeding;
 - (d) While the purchase price is below appraised value, all of the offers received were below appraised value and were within a similar range;
 - (e) The appraisal did not take into consideration the profit margins required by developers to complete the Partially Completed Homes and build homes on the Vacant Lots;
 - (f) The purchaser provided satisfactory evidence of its financial capability to close the transactions and the Receiver considered the Prime offers to have the greatest likelihood of closing based on evidence of funding provided with the offer.
50. On September 3, 2024, after the Sale Agreements became firm, the Receiver learned that on August 28, 2024, during the conditional period, the Agent for the Partially Completed Homes and the Vacant Lots had received additional offers from 2867116 Ontario Inc for the Partially Completed Homes and the Vacant Lots on or August 28, 2024.
51. The Receiver was unable to consider these offers, as the offers were received well after the bid deadline and the Receiver was already under contract with Prime.
52. The Receiver recommends that the Court approve the transactions contemplated by the Sale Agreements. The Receiver believes that the transactions, as contemplated by the Sale Agreements, represent the best outcome that can be achieved with respect to a realization

on these properties in these circumstances. The report of the Agent supporting the Receiver's recommendation is included in the **Confidential Appendix**.

Marketing of the Finished Homes

53. The Receiver has not to date received any offers for the Finished Homes. The Receiver is continuing its marketing process for the Finished Homes.

RECEIVER'S INTERIM STATEMENT OF RECEIPTS & DISBURSEMENTS

54. Attached hereto as **Appendix "4"** is a copy of the Receiver's Interim Statement of Receipts and Disbursements for the period between April 26, 2024 to August 31, 2024.

RETAINER OF LEGAL COUNSEL; DISTRIBUTION TO HILLMOUNT

55. Paragraph 4 of the Appointment Order provided as follows:

RECEIVER'S LEGAL COUNSEL

4. THIS COURT ORDERS that the Receiver is authorized but not required to retain the same law firm to act as legal counsel to the Applicants, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, in any matter where there is no conflict arising from that firm's existing and ongoing role as counsel for the Applicants. In respect of any issue where a conflict may exist or arise in respect of the Applicants and the Receiver or a third party, the Receiver shall utilize independent counsel.
56. The Receiver accordingly retained Fogler Rubinoff LLP as legal counsel.
57. The Receiver obtained an independent legal opinion from Loopstra Nixon LLP as to the validity and enforceability of Hillmount's security.
58. Hillmount has provided a payout statement in respect of the Hillmount Mortgage. A copy of the payout statement is attached as **Appendix "5"**.
59. The Receiver seeks authorization to distribute funds to Hillmount up to the amount of the indebtedness under the Hillmount Mortgage, and subject to a holdback for lien claims as set out below.

LIEN CLAIMS

60. With the assistance of counsel, the Receiver has calculated the maximum holdback amounts for each of the lien claims, as follows. The Receiver has not undertaken an evidentiary assessment of the timeliness or the quantum of the liens, and has relied on the statements set out in the Claims for Lien for the purposes of determining the maximum holdback amount of each lien of the lien claims.

Keizer (Home Hardware)

61. This is a general lien covering not just this project, with a supply period going back to 2021. During the course of the Receivership Application, Keizer advised it is owed \$320,247.00 relating to the Hodkins Lots. On this basis, the maximum holdback amount is \$32,024.70.

Tursktra

62. Turkstra filed liens on three different units. The maximum holdback amounts are as follows:
- 64045-0646: \$7,178.30
 - 64045-0648: \$7,637.40
 - 64055-0619: \$3,565.08

Cotton Inc.

63. Cotton Inc. filed liens on four different units. The maximum holdback amounts are as follows:
- 64055-0597: \$4,278.07
 - 64055-0619: \$4,628.54
 - 64055-0583: \$5,484.20

- 64055-0595: \$4,481.44

Pollard

64. Pollard filed a single lien on Lot 4 (64055-0584). Lot 4 is one of the Finished Homes and is not part of the Sale Transactions. However, the maximum holdback amount for Pollard's lien is \$2,432.95

Frank

65. Frank's lien (64055-0586) is likely out of time. It was never perfected and likely cannot shelter under other liens. The only other lien registered against this property is that of Keizer, and Keizer's lien wasn't perfected within 150 days of the date of Frank's last supply as reported in its lien.
66. In the event the lien is valid, the maximum holdback amount is \$4,570.91

CH Plumbing

67. CH Plumbing filed a single lien (64055-0583).
68. This lien was never perfected but likely can shelter under the liens of Cotton and/or Keizer, both of which have liens against the same property.
69. CH Plumbing's maximum holdback cannot be fully determined on the face of the lien. Unlike most of the other liens, CH Plumbing's "contract value" and "amount owing" in the statements section of its lien are different (\$24K vs \$17K). The range is \$1,739.36 to \$2,484.81.
70. CH Plumbing may have fully completed the contract and received a \$7K payment (in which case, holdback is the greater figure) or it only performed the value claimed in the lien and never received any form of payment (in which case, holdback is the lower figure).

PROFESSIONAL FEES

71. The Receiver seeks approval of its fees and disbursements as well as those of its legal counsel for the period through August 31, 2024.
72. The Receiver's accounts for the period from the Receiver's initial engagement through to August 31, 2024 include the amounts of \$136,061.25 plus disbursements of \$1,492.32 plus HST of \$17,881.96 totalling \$155,435.53. The Affidavit of Allan Rutman of Zeifmans affirmed September 10, 2024, incorporating copies of the Receiver's accounts, as well as a summary of the personnel, hours and hourly rates of the Receiver is attached as **Appendix "6"**.
73. The account of the Receiver's legal counsel, Fogler, Rubinoff LLP, for the period through to August 31, 2024 includes the amounts of \$45,392.15 in respect of fees plus disbursements of \$109.55 and HST of \$5,906.12, for a total of \$51,407.82. The Affidavit of Joseph Fried of Fogler, Rubinoff, affirmed September 12, 2024 incorporating a copy of Fogler, Rubinoff LLP's account, as well as a summary of the personnel, hours and hourly rates is attached as **Appendix "7"**.
74. The account of Loopstra Nixon LLP is in the amount of \$6,664.50 for fees, \$628.00 for disbursements and \$948.03 for HST, for a total of \$8,240.53. The Affidavit of Matthew Himmel sworn September 12, 2024 incorporating a copy of the account as well as a summary of the personnel, hours and hourly rates, is attached as **Appendix "8"**.
75. The Receiver is of the view that these accounts are reasonable in the circumstances and have been validly incurred in accordance with the Receivership Order. The Receiver respectfully requests that the Court approve its fees and disbursements and those of its legal counsel.

SEALING

76. The Receiver recommends that the Confidential Appendices included in the Confidential Compendium be provided to the Court on a confidential basis pending further Order of this Court.
77. Disclosure of the information contained in the Confidential Compendium may be prejudicial to the Receiver's sale process.
78. The Receiver does not believe that any creditor or interested party will be prejudiced if the information in the Confidential Compendium is sealed.

CONCLUSION

79. In light of the foregoing, the Receiver respectfully requests that this Court:
- (a) Grant the Approval and Vesting Order; and
 - (b) Grant the Ancillary Order.

All of the foregoing is respectfully submitted this 24 day of September, 2024.

ZEIFMAN PARTNERS INC.

Solely in its capacity as Court-appointed Receiver of
1703306 Ontario Inc. and
R.O. Beam & Son Construction Limited

Per: 

Name: Allan Rutman

Title: President

Appendix "1"



Court File No. CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 26TH

JUSTICE STEELE

)

DAY OF APRIL, 2024

)

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

and

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, Hillmount Capital Mortgage Holdings Inc., 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 Zeifman Partners Inc. as the receiver and manager (in such capacities, "**Receiver**"), without security, of all of the right, title and interest of 1703306 Ontario Inc. ("**1703306**") and R.O. Beam & Son Construction Limited ("**R.O. Beam**") in and related to the properties legally described in Schedule "A" hereto, was heard this day by videoconference at Toronto, Ontario.

ON READING the affidavits of Yitz Levinson affirmed February 13, 2024, March 26, 2024 and April 22, 2024 and the exhibits thereto and the affidavits of Michael Emonds sworn March 7, 8, 11, 25, April 3, 4, and 25, 2024 and on hearing the submissions of counsel for the Applicant, the Respondents, GR8SPACE4U Inc., 1650661 Ontario Inc. and Terence Joseph St. Amand by his Litigation Guardian Lisa St. Amand, Cotton Inc, Keizer investments Ltd. o/a Smithville Home Hardware, CH Plumbing Inc., Pollard Windows Inc., Turkstra Lumber Company Limited, Frank & Company Construction Ltd. and Canada Revenue Agency, no one else appearing, although duly served as appears from the affidavit of service of Karen Fox sworn February 16, 2024, and on reading the consent of Zeifman Partners Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated such that this Application is properly returnable today and hereby dispenses with further service thereof and authorizes substituted service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Zeifman Partners Inc. is hereby appointed Receiver, without security, of all of the right, title and interest of 1703306 and R.O. Beam (collectively, the "**Debtors**") in and related to the properties legally described in Schedule "A" hereto, including any proceeds therefrom (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors related to the 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 Debtors related to the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors related to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors related to the Property and to exercise all remedies of the Debtors related to the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors related to the Property;
- (g) to request information on behalf of the Debtors from third parties, including the City of Thorold, the Province of Ontario and Canada Revenue Agency, related to the Debtors' tax liabilities and other liabilities;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors related to the Property;
- (i) 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;
- (j) 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 Debtors related to the Property, 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;

(k) 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;

(l) 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 \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; 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 the section 31 of the *Mortgages Act* (Ontario), shall not be required;

(m) 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;

- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) with leave of the court to be scheduled at a 9:30 appointment, to file assignments into bankruptcy, and to act as trustee in bankruptcy, on behalf of one or both of the Debtors;
- (s) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have related to the Property; and

- (u) 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 Debtors, and without interference from any other Person.

RECEIVER'S LEGAL COUNSEL

4. **THIS COURT ORDERS** that the Receiver is authorized but not required to retain the same law firm to act as legal counsel to the Applicants, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, in any matter where there is no conflict arising from that firm's existing and ongoing role as counsel for the Applicants. In respect of any issue where a conflict may exist or arise in respect of the Applicants and the Receiver or a third party, the Receiver shall utilize independent counsel.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors related directly or indirectly 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 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written

consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

- (a) 1650661 Ontario Inc. and Terence Joseph St. Amand by his Litigation Guardian Lisa St. Amand be and are hereby authorized to continue their action bearing Court File No: CV-23-00061527-0000 against Michael Emonds, Jonathan Pietrangelo, R.O. Beam, 1703306 and Liddiard and Liddiard Law Professional Corporation;

- (a) Cotton Inc, Keizer investments Ltd. o/a Smithville Home Hardware, CH Plumbing Inc., Pollard Windows Inc., Turkstra Lumber Company Limited and Frank & Company Construction Ltd. be and are hereby authorized to take such steps as are necessary to preserve and perfect their liens against the Property and otherwise to prosecute claims against R.O. Beam, 1703306 and others in respect of materials and/or services provided to R.O. Beam and/or 1703306 (collectively, the "**Lien Actions**"), provided that no further steps shall be taken in the Lien Actions against Hillmount Capital Mortgage Holdings Inc. or GR8SPACE4U Inc., except with the written consent of the Receiver or with leave of this Court, and none of Hillmount Capital Mortgage Holdings Inc., GR8SPACE4U Inc. or the Receiver shall be required to file defences or defences to crossclaims in the Lien Actions.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that, save and except as provided for in paragraph 8 herein, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health,

safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors related to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors related to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the

Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a second charge on the Property, subordinate to the first mortgage which was registered against the Property on June 27, 2022 as Instrument No. SN732203 and other security held by the Applicant

(the "**Applicant's Security**"), but in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (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 Applicant's Security, the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice->

[directions/eservice-commercial/](#)) 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.zeifmans.ca/current-insolvency-files/1703306-ontario/>'.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

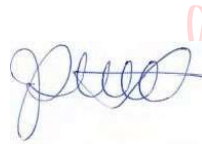
31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the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

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any

other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicants may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and its advisors (if any). 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 clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

34. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

 Digitally signed
by Jana Steele
Date:
2024.04.26
12:57:35 -04'00'

SCHEDULE "A"

Hodgkins Avenue in Thorold, Ontario, being Lots 1–5, 6, 10, 11, 15-18, 36, 39 and 40,
Plan 59M501, Thorold, Ontario

Lot	Legal Description	PIN
Lot 1	LOT 1, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0581 LT
Lot 2	LOT 2, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0582 LT
Lot 3	LOT 3, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0583 (LT)

Lot	Legal Description	PIN
Lot 4	LOT 4, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0584 (LT)
Lot 5	LOT 5, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0585 LT
Lot 6	LOT 6, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0586 (LT)
Lot 10	LOT 10, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0590 LT

Lot	Legal Description	PIN
Lot 11	LOT 11, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0591 LT
Lot 15	LOT 15, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0595 (LT)
Lot 16	LOT 16, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0596 LT

Lot	Legal Description	PIN
Lot 17	LOT 17, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0597 (LT)
Lot 18	LOT 18, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055 - 0598 LT
Lot 36	LOT 36, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0616 LT

Lot	Legal Description	PIN
Lot 39	LOT 39, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0619 (LT)
Lot 40	LOT 40, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0620 (LT)

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$_____

1. **THIS IS TO CERTIFY** that Zeifman Partners Inc., the receiver (the "**Receiver**") of the right, title and interest of 1703306 Ontario Inc. ("1703306") and R.O. Beam & Son Construction Limited ("R.O. Beam") in and related to the properties legally described in Appendix "A" to the Notice of Application, including any proceeds therefrom (the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an application having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person other than the Applicant, 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__.

ZEIFMAN PARTNERS INC., solely in its capacity
as Receiver of the Property, and not in its personal
capacity

Per:

Name: Allan A. Rutman, MBA, CPA, CTEP, CA

Title: Partner

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. Applicant	-and- 1703306 ONTARIO INC. et al. Respondents	Court File No. CV-24-00714813-00C
<div>ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST PROCEEDING COMMENCED AT TORONTO</div>		
<div>ORDER</div>		
<div>FOGLER, RUBINOFF LLP Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8 Catherine Francis (LSO# 26900N) cfrancis@foglers.com Tel: 416.941.8861 Lawyers for the Applicant</div>		

Appendix "2"



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 15 day of August, 2024

BUYER: Prime Rentals Niagara Inc, agrees to purchase from
 (Full legal names of all Buyers)

SELLER: zeifman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of all the right, title, and interests of 1703306 Ontario Inc and R.O. Beam & Son Construction Limited, the following
 (Full legal names of all Sellers)

REAL PROPERTY:

Address Lots, Plan 59M501, see schedule "p"fronting on the East side of HODGKINS AVENUEIn the City of THOROLDand having a frontage of as showing on plan 59M501 more or less by a depth of as showing on Plan 59M501 more or less

and legally described as
SEE ATTACHED SCHEDULE A.1

(legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE:

Dollars (CDN\$) [REDACTED]

Dollars

DEPOSIT: Buyer submits upon acceptance

(Hereby/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" 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: E A.1, B, C, D, E attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 5:00 on the 16
 (Seller/Buyer) (a.m./p.m.)
 day of August 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.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the see Schedule A day of 20 24. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]INITIALS OF SELLER(S): AR

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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

Form 100 Revised 2024 Page 1 of 7

AR

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:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
N/A

AR

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.

5. **FIXTURES EXCLUDED:**
N/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:
N/A

AR

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

AS

AR

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. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR



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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the27..... day ofAugust....., 2024..... (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

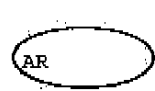
work orders or deficiency notices affecting the property, and that its present use (.....RESIDENTIAL BUILDING LOTS.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to 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.

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 file 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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
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):



INITIALS OF SELLER(S):



 The trademarks REALTOR®, REALTOR®, MLS®, Multiple Listing Service® 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

- 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 Seller's expense to obtain any necessary consent by completion.
- 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.
- 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 that Seller is not then a non-resident of Canada; (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. 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.
- 20. 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.
- 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.
- 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.
- 23. WARRANTY:** ~~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.
- 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):

AR

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Service® 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

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:

(Witness)

(Buyer)

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

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:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(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	ROYAL LEPAGE NRC REALTY	905-892-0222
		(Tel.No.)
	ROMAN GROCHOLSKY	
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	ROYAL LEPAGE NRC REALTY	(905) 892-0222
		(Tel.No.)
	ANKUR KUNDI	ROMAN GROCHOLSKY
	(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.

Zellman Partners Inc., in its capacity, as Receiver and Manager, and not in its personal capacity of all the right, title, and interests of 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited;

(Seller)

Allan Rutman

(Date)

(Seller)

Address for Service

(Tel. No.)

Seller's Lawyer Joseph Fried of Fogler, Rubincoff LLP

Address 77 King St. W. Ste 3000 Toronto, ON, M5K 1G8

Email jfried@foglers.com

416-358-4700

416-941-8852

(Tel. No.)

(Fax. No.)

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.

Prime Rentals Niagara Inc.

(Buyer)

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer Italia M. Gilberti

Address 7085 Morrison Street, Niagara Falls, ON L2E-7K5

Email igilberti@sullivan-mahoney.com

905-357-4396

905-357-3336

(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)

R The trademarks REALTOR®, REALTORSES®, 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Prime Rentals Niagara Inc.

Zeifman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of all the right, title, and interests of 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited.

for the purchase and sale of Lots, Plan 59M501, see schedule "D"

dated the 15 day of August 2024

Buyer agrees to pay the balance as follows:

Seller: Zeifman Partners Inc, as Receiver and Manager, and not in its corporate or personal capacity of all the right, title, and interest of 1703306 Ontario Inc and R.O Beam & Son Construction Limited.

Closing Date - 30 days after the approval/granting of the vesting order

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account by 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.

The Buyer understands and agrees that the property is being sold "as is, where is" with no representations or warranties. This is a Court ordered receivership sale and the Buyer is to do their own due diligence.

This form must be Initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR

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.

© 2024, Ontario Real Estate Association (OREA). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

Form 100 Revised 2024 Page 6 of 7



Schedule A

Agreement of Purchase and Sale

Form 100

For use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between;

BUYER: Prime Rentals Niagara Inc

and

SELLER: Zelfman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of all the
eighty title and interests of 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited

for the purchase and sale of Lots, Plan 59M501, see schedule "D"

doted the 15 day of August 2024

Buyer agrees to pay the balance as follows:

The parties hereto acknowledge that:

-They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement

-All measurements and information provided by Royal LePage NRC Realty, in the MLS Listing, feature sheet, and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information type purposes only as such, should not be relied upon without independent verification.

-The types of representation as defined in the REBBA 2002 were explained prior to this offer being signed.

-EST implications as stated in section 7 of this Agreement of Purchase And Sale

-the province of Ontario has implemented current value assessment or CVA. Any information made available by the seller, any brokerage or sales representative in connection with assessment or property tax information, may not be based on the most recent CVA. The CVA may affect property taxes for the property.

no information provided by such real estate Broker(s) is to be construed as construction/engineering, zoning, legal, tax or environmental advice

ASSESSED VALUE

The parties to this agreement acknowledge that the province of Ontario has implemented current value assessment or CVA. Any information made available by the seller, any brokerage or sales representative in connection with assessment or property tax information, may not be based on the most recent CVA. The CVA may affect property taxes for the property. The buyer acknowledges that he/she is not relying on any information with respect to property taxes that has been provided in the listing. There shall be no obligation of, or claim against, any party hereunder or any broker or salesperson referred herein, arising out of or in any way related to the assessment of property tax information in connection with the property.

ADVERTISING

The parties to this transaction consent to the publication/advertising/distribution of sale / lease price, relevant statistics, and photos of the property for a period of up to 1 year. The brokerages and representatives are authorized to advertise and disclose activities, providing that the parties to this transaction are not specifically disclosed.

ELECTRONIC SIGNATURES

The parties hereto consent and agree to the use of electronic signature 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.

DEPOSIT RETURNS

Deposit funds will be returned upon clearing verification by Deposit holders bank.

Typically 10 banking days for negotiable cheque and 3 banking days for certified cheque / Bank Draft.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR

The trademarks REALTOR®, REALTOR®, 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

SCHEDULE "A"

AR

A. 1

2, 5, 10, 11, 16, 18, 40

AR

Hodgkins Avenue in Thorold, Ontario, being Lots 1-5, 8, 10, 11, 15-18, 36, 39 and 40,
Plan 59M501, Thorold, Ontario

Lot	Legal Description	PIN
Lot 1	LOT 1, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0581 LT Not included
Lot 2	LOT 2, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0582 LT Building Lot
Lot 3	LOT 3, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0583 (LT) Partially built house

AR

Lot	Legal Description	PIN
Lot 4	LOT 4, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0584 (LT) NOT INCLUDED
Lot 5	LOT 5, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0585 LT Building Lot
Lot 6	LOT 6, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0586 (LT) Partially built house
Lot 10	LOT 10, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0590 LT Building Lot

Lot	Legal Description	PIN
Lot 11	LOT 11, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0591 LT Building Lot
Lot 15	LOT 15, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0595 (LT) Partially Built house
Lot 16	LOT 16, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0596 LT Building Lot

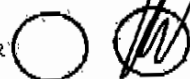
AR

Lot	Legal Description	PIN
Lot 17	LOT 17, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0597 (LT) Partially Built House
Lot 18	LOT 18, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055 - 0598 LT Building Lot
Lot 36	LOT 36, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0610 LT NOT INCLUDED

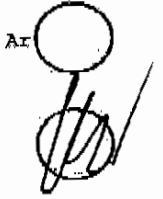
AR



AR



Lot	Legal Description	PIN
Lot 39	LOT 39, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0619 (LT) Partially Built House
Lot 40	LOT 40, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0620 (LT) Building Lot

AR 

SCHEDULE "B"

1. As used herein the following words and terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith:

"Acceptance Date" means the last of the days on which this Agreement is executed by both parties hereto and delivered by the parties to each other.

"Agreement" means this Agreement of Purchase and Sale;

"Appointment Order" means the order of the Court dated the 26th day of April, 2024 appointing Zeifman Partners Inc., as receiver of the Properties of the Debtors described in Schedule "A" of the Appointment Order sets pursuant to the provisions of Section 243 (1) of the *Bankruptcy and Insolvency Act* (Canada) as amended and Section 101 of the *Courts of Justice Act*, Ontario, as amended;

"Assets" means the Properties of the Debtors described in Schedule "A" of the Appointment Order and constituting the Property of the Debtors including all proceeds derived therefrom;

"Assignment and Assumption of Permitted Encumbrances" means an assignment by the Vendor and an assumption by the Purchaser of all of the right, title, interest, obligations, duties and liabilities of the Vendor and the Debtor in and under the Permitted Encumbrances and the benefit of all covenants, guarantees and indemnities thereunder, and shall include an indemnity given by the Purchaser in favour of the Vendor with respect to any Claims under the Permitted Encumbrances arising with respect to the period from and after the Closing Date.

"Business Day" means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

"Claims" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever and **"Claim"** means any one of the foregoing.

"Closing Date" means the thirtieth (30th) day after the approval/granting of the Vesting Order.

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

"CRA" has the meaning ascribed to it in Section 20 hereof;

"Debtors" means collectively 1703306 Ontario Inc., and R.O. Beam & Son Construction Limited;

"Documents" has the meaning ascribed to it in Section 5 (b) hereof;

"Encumbrances" means in the case of any of the Property any pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, title defect, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a security interest in, or against title to, such Property, whether created by agreement, statute or otherwise at law, attaching to the property assets or rights whether registered or unregistered, condominium documents, including without limitation declaration, by-laws rules and the like;

AR



"Governmental Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Lands, the transaction contemplated in this Agreement or one or both of the parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority;

"HST" has the meaning ascribed to it in Section 20 hereof;

"Inaccuracies" has the meaning ascribed to it in Section 5 (c) hereof;

"Outside Date" means the 60th day after the date on which the application for approval of the Vesting Order is heard or as extended pursuant to Section 10 hereof;

"Permitted Encumbrances" means all the Encumbrances, including those set out in Schedule C, other than those listed on Schedule "D" attached hereto which Encumbrances shall be extinguished from title by the Vesting Order.

"Property" means the lands and premises described in the OREA form of the agreement of purchase and sale to which this Schedule is attached.

"Purchaser" means the Buyer as set out in the OREA form of the agreement of purchase and sale to which this Schedule is attached;

"Rebate" has the meaning ascribed to it in Section 20 hereof;

"Rebate Form" has the meaning ascribed to it in Section 20 hereof;

"Receiver" means Zeifman Partners Inc., in its capacity as receiver of the Assets, and not in its personal capacity;

"Security Deposits" has the meaning ascribed to it in Section 27 hereof.

"Transaction" means the transaction of purchase and sale of the Property contemplated by this Agreement;

"Vendor" means Zeifman Partners Inc., in its capacity as receiver of the Assets, and not in its personal capacity;

"Vesting Order" has the meaning set out in Section 3(a);

"Work Orders" means collectively work orders, deficiency notices, infractions, stop work orders, outstanding building permits or any other non-compliance of every nature and kind with applicable laws and issued by any governmental authority;

Where utilized in this Agreement the word **"Purchaser"** shall also mean **"Buyer"** and the word **"Vendor"** shall also mean **"Seller"** and vice versa.



2. Subject to the terms and conditions hereof and subject to the Court granting the Vesting Order, the Receiver, exercising the powers of sale granted pursuant to the Appointment Order, shall sell to the Purchaser, and the Purchaser shall purchase, the Property on the Completion Date.
3. The Purchaser and the Vendor acknowledge and agree that the Vendor is selling the rights, title and interest of the Debtors in and to the Property pursuant to the Vendor's powers and as authorized by the Vesting Order. The Purchaser agrees to purchase and accept the rights, title and interests of the Debtors in and to the Property pursuant to and in accordance with the terms of this Agreement, the Appointment Order and the Vesting Order and that neither the Vendor nor the Purchaser shall be obliged to complete the transaction contemplated in this Agreement unless:
 - (a) an order, or orders, in form and substance satisfactory to the Receiver, shall have been made by the Court on or before the Outside Date approving this Agreement and the Transaction, authorizing the Vendor to enter into this Agreement and complete the Transaction, and vesting in the Purchaser all the right, title and interest of the Debtors in the Property free and clear of any and all Encumbrances except for the Permitted Encumbrances (the "**Vesting Order**"); and
 - (b) the Vesting Order shall not have been stayed, varied or vacated, and no order shall have been issued which restrains or prohibits the completion of the Transaction as at the Closing Date, which may occur immediately following the granting of the Vesting Order.

If the Court does not grant the Vesting Order, the Vendor may at its option pursue such right of appeal if any as is available or terminate this Agreement by written notice to the Purchaser. If this Agreement is so terminated the deposit shall forthwith be returned to the Purchaser and neither party shall be further liable to the other. The Vendor's solicitors shall provide the Purchaser's solicitors with draft Vesting Order for its comments. If the Purchaser's solicitors do not provide any comments within two (2) Business Days of receipt of the Vesting Order it shall be deemed to have approved the same.

4.
 - (a) The Purchaser shall pay all taxes exigible and registration costs on the registration of the Vesting Order.
 - (b) The Purchaser acknowledges that the Vendor shall not be required to discharge any existing mortgages, liens or other Encumbrances with respect to the Property as any Encumbrances which are not Permitted Encumbrances shall be extinguished by the Vesting Order; and
 - (c) The Vendor shall have the right, exercisable at any time, up to and including the Closing Date, to terminate the Agreement by written notice to the Purchaser or the Purchaser's solicitor, in the event it is prevented from completing this transaction by decision of the Court. In such event, this Agreement shall be null and void and the deposit shall be returned to the Purchaser, and the Vendor shall not be liable to the Purchaser for any losses, costs, expenses or damages whatsoever incurred or suffered by the Purchaser as a result of the termination of this Agreement.
 - (d) The closing shall take place on the Closing Date and if the closing has not been completed by the Outside Date, this Agreement shall be at an end and the Deposit shall be returned to the Purchaser subject to the terms of this Agreement.

AR



5.

- (a) The Purchaser acknowledges to the Vendor that it has inspected the Property, and that the Receiver is selling the Property on an "as is, where is" basis with all faults known, or unknown, as they shall exist as of the date of execution of this Agreement, or on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Property as it deemed appropriate and has satisfied itself with regard to these matters and that title to the Property shall be subject to the Permitted Encumbrances. No representation, warranty or condition is expressed or can be implied as to any matter including, title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, environmental condition, environmental laws, zoning, permitted uses, permits, governmental compliance, threatened Claims, litigation, or in respect of any other matter or thing whatsoever concerning the Property. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The description of the Property contained in the Documents, in this Agreement and in any marketing material is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of the Documents, Schedules and in any marketing material. The Purchaser agrees that it is purchasing and accepts the Property on an "as is", where is" basis, as of the date of acceptance and as of the Closing Date, including without limiting the generality of the foregoing, the Purchaser shall assume the obligation of all outstanding Work Orders including: (i) municipal zoning by-laws; (ii) agreements with governmental authorities; or (iii) provincial or federal laws referable to the Property as of the Closing Date. The Purchaser further acknowledges that, notwithstanding any statutory provisions or provisions in this Agreement to the contrary, the Purchaser has no right to submit requisitions on title in respect of any of the Permitted Encumbrances.
- (b) The Purchaser further acknowledges and agrees that s/he/they or it has/have reviewed or has/have had the opportunity prior to submitting this Agreement: (i) any information, documents, the listing agreement and other materials made available or to be made available by the Vendor and/or its agent or otherwise in connection with the sale of the Property has been prepared and provided solely for the convenience of prospective purchasers only without any representation or warrant of any kind; (ii) the Vendor has not made and shall not make any representation or warranty whatsoever as to the accuracy, currency or completeness of the documents referenced in subsection (i) of this Section 5 (b); (iii) it has relied entirely upon its own inspections and investigations with respect to the purchase of the Property including the quantity, quality and value thereof; and (iv) it is solely responsible for satisfying itself with respect to the accuracy, currency, adequacy and completeness of the documents referenced in subsection (i) of this Section 5 (b) and the Purchaser hereby releases the Vendor from any and all Claims it now has, or may in the future have, in that regard;
- (c) The description of the Property in the Documents, in any marketing material, listing information, and any like material delivered or made available by the Vendor, its agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "Inaccuracies") is found in the particulars thereof, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result thereof and the Purchaser hereby releases the Vendor from any Claims, damages, suits, costs, etc., the Purchaser had, has or may have as a result of such Inaccuracies; and



- (d) the environmental state of the Property, the uses, present or future, made or to be made of the Property, the existence, nature, kind, state or identity of any contaminants or hazardous substances on, under or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the Environmental Protection Act (Ontario), the Ontario Water Resources Act, the Canadian Environmental Protection Act or other statute, regulation, rule or provision or law, the existence, state, nature, kind, identity, extent or effect of which imposes any liability to fulfil any obligation with respect to the environmental state of the Property.
6. If there is any conflict, discrepancy, or inconsistency between any of the terms and provisions contained in this Schedule "B" and any terms and provisions contained in the OREA form of the agreement of purchase and sale to which this Schedule is annexed (including any other schedules annexed thereto), the terms and conditions of this Schedule shall prevail to the extent of such conflict, discrepancy or inconsistency.
7. This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of Purchase and Sale may be transmitted by fax and electronic mail and shall be binding upon the parties hereto as if executed in the original. Any notice, approval, waiver, agreement, amendment, instrument, document, or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's solicitors on behalf of the Purchaser and by the Vendor's solicitors on behalf of the Vendor.
8. The Purchaser covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, Purchaser's Liens or any other instrument or reference to this Agreement of his/her interest in this Property. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Purchaser hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs in obtaining such order. The Purchaser agrees that this Agreement does not grant the Purchaser any interest in the Property.
9. Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s. 235, (statute), the Purchaser represents and warrants that the Purchaser is not and on completion, will not be a Non-Canadian under the Non-Canadian provisions of the Prohibition on the Purchase of Residential property by Non-Canadians Act S.C. 2022, c. 10, s. 235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is not then a Non-Canadian of Canada; provided further that if the Purchaser qualifies for any exception as set out or prescribed by the statute, the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is a Non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.
10. In the event any issue is raised with respect to the exercise of the sale by the Vendor, title or possession, or in the event that the Court has not approved this Agreement and the terms thereof by the Outside Date, or the Vesting Order of the Court has been appealed, the Vendor may at its option extend the Outside Date for a period or periods of time not exceeding 60 days in total. The Purchaser agrees that if a title insurance company is willing to insure over any such issue raised, the Purchaser agrees to purchase



a title insurance policy and close the transaction. If the Vendor is unable to resolve any such issue or if such approval of the Court has not been obtained by the expiry the extension period or periods, the Vendor at its sole option may terminate this agreement.

11. The Purchaser confirms, represents and warrants that it and its officers, directors and shareholders are not related or affiliated to the Debtors or any of their respective officers, directors and shareholders, and furthermore, that the Purchaser has not entered into any agreement, joint-venture or partnership with the Debtors or any of their respective officers, directors and shareholders in relation to their proposed purchase of the Property and the Debtors and their respective officers, directors and shareholders have no interest in the Purchaser entity nor will they have any rights or ownership interest in the Property after completion of the within transaction whether directly or indirectly.
12. Notwithstanding any provision to the contrary in this Agreement the Purchaser shall not assign this Agreement without the prior written consent of the Vendor, which consent may be granted or be withheld in the Vendor's sole and unfettered discretion. The Purchaser may assign this Agreement to an affiliate prior to the expiry of the Buyer's Condition without the consent of the Vendor provided that there is no increase in the consideration payable hereunder and the assignee enters into an assignment and assumption agreement with the Purchaser and Vendor in a form acceptable to the Vendor acting reasonably. Notwithstanding any assignment consented to by the Vendor, the Purchaser shall not be released or relieved from any of its obligations hereunder until Closing and shall be jointly and severally liable with the assignee hereunder until Closing.
13. On or before the Closing, the Purchaser shall execute or deliver as applicable to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:
 - (a) Payment of the balance of Purchase Price;
 - (b) a certificate of the Purchaser executed by the Purchaser or a senior officer of the Purchaser, as applicable, confirming that the Purchaser (or such permitted assignee of the Purchaser) is purchasing the Property on its own account and not as agent, trustee or nominee for any other person and that it is a registrant for HST purposes under the Excise Tax Act (Canada) as at the Closing Date and setting out the registration number of the Purchaser for HST purposes and indemnity as contemplated by Section 20 hereof;
 - (c) an assignment and assumption of the agreement of purchase and sale if the assignment is consented to by the Receiver;
 - (d) a direction re title, if applicable;
 - (e) Statutory Declaration pursuant to Section 9 hereof;
 - (f) an undertaking by the Purchaser to readjust any errors, omissions or changes in the statement of adjustments;
 - (g) **intentionally deleted;**
 - (h) **intentionally deleted;**



- (i) **intentionally deleted;**
 - (j) DocuSign certificate of completion, if applicable;
 - (k) Assignment and Assumption of Permitted Encumbrances; and
 - (l) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require giving effect to this Agreement.
14. On or before the Closing the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:
- (a) the Vesting Order;
 - (b) the Receiver's Certificate as contemplated by the Vesting Order;
 - (c) a statement of adjustments;
 - (d) an undertaking by the Vendor to readjust any errors, omissions or changes in the statement of adjustments, with any readjustments to be completed within sixty days of Closing;
 - (e) Assignment and Assumption of Permitted Encumbrances;
 - (f) DocuSign certificate of completion, if applicable;
 - (g) a certificate the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act, Canada, as amended;
 - (h) the Vendor shall assign the Security Deposits to the Purchaser and provide a Notice of same to the applicable Governmental Authority; and
 - (i) such other documents as may be reasonably requested by the Purchaser to give effect to this Agreement.
15. The closing documents may be delivered in electronic format and original closing documents need not be provided. If the closing documents were executed utilizing DocuSign then the DocuSign certificate of completion shall be provided.
16. Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.
17. The Vendor and Purchaser agree that this Agreement shall not merge on closing but shall survive the closing without limitation.
18. The Purchaser acknowledges that the Vendor, has been appointed as Receiver pursuant to the Appointment Order. The Purchaser further acknowledges and agrees that the Receiver acts solely in its capacity as Receiver, without personal or corporate liability. The Purchaser acknowledges and



agrees that Receiver is entering into this Agreement solely in its capacity as the Receiver and that the Receiver, its agents, officers, partners and employees shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of or in any way connected with this Agreement or as a result of the Vendor performing or failing to perform any of its obligations hereunder. The Purchaser agrees that it will fully and irrevocably release the Receiver from any and all Claims that the Purchaser may now have or hereafter acquire against the Receiver for any costs, loss, liability, damage, expense, demand, claims, action or cause of action arising from the Transaction. The Receiver is not liable or bound, in any manner, by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, furnished by any real estate broker, agent or representative of the Receiver.

19. The deposit shall be placed in a non-interest bearing account and no interest will be earned on the deposit.
20. Intentionally deleted
21. Intentionally Deleted.
22. If the Property being sold hereunder is a vacant lot or is a partially constructed home then it is not "used residential" and the Buyer shall be obliged to pay on closing, in addition to the purchase price, HST applicable to this transaction and will indemnify and save the Seller with respect to the HST payable and any penalties, interest and costs resulting from the Buyer's failure to pay same. The Buyer shall on Closing provide a certificate warranting and representing that it is registered for HST, provide its registration number and online confirmation from HST Registry of such registration. No HST shall be collected by Seller if the Buyer satisfies the Seller, acting reasonably, that the Seller is not required to collect the same pursuant to the provisions of the Excise Tax Act (Canada).
23. The Purchaser acknowledges and agrees that the Vendor is selling the Property subject to the Permitted Encumbrances and that the Vendor has no obligation to discharge such Permitted Encumbrances on the Closing or thereafter.
24. Intentionally deleted .
25. The Seller and Buyer have also entered into an agreement of purchase and sale for the properties municipally known as 3,6,15,17 and 39 Hodgkins Avenue, Thorold, Ontario (the "██████ APS"). The Agreement arising from acceptance of this offer is conditional, until closing, upon the concurrent successful closing of the ██████ APS. This condition has been inserted for the mutual benefit of the Seller and the Buyer and is not capable of waiver by either party. In the event that this condition is not satisfied as at closing, then this Agreement and the ██████ APS shall be at an end and the deposit shall forthwith be repaid without deduction to the Buyer and this Agreement of Purchase and Sale shall be null and void and the parties hereto shall be relieved of any obligations or liabilities hereunder to the other save and except as otherwise provided herein.
26. This Schedule B shall survive the closing of this transaction and shall not merge thereon.



27. On Closing the Vendor shall assign the Security Deposits to the Purchaser and provide a Notice of same to the applicable Governmental Authority.

AR



A handwritten signature in black ink, written over the circular stamp.

SCHEDULE "C"**PERMITTED ENCUMBRANCES****GENERAL ENCUMBRANCES**

1. Encumbrances, charges or prior claims for taxes (which term includes charges, rates and assessments, including supplementary and/or omitted property assessments) or utilities (including charges, levies or imposts for sewers, electricity, power, gas, water and other services and utilities) not yet due and owing, not in arrears as of the Acceptance Date, or, if due and owing, that are adjusted for pursuant to this Agreement, or the validity of which is being contested in good faith, and encumbrances or charges for the excess of the amount of any past due taxes or utilities charges for which a final assessment or account has not been received over the amount of such taxes or utilities charges as estimated and paid by the Vendor or the Debtors.
2. Inchoate or statutory encumbrances in respect of construction, renovations or current operations, in respect of which the Vendor or the Debtors has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts and of the Construction Lien Act (Ontario) or the Construction Act, Ontario (collectively the "Acts") and (i) for which no claim has been registered against the Property and of which no notice in writing has been given to the Vendor or the Debtors pursuant to the Acts or otherwise, or (ii) that relate to obligations not yet due.
3. Rights conferred upon, reserved to or vested in the Crown, the public or any municipality or governmental or other public authority by any statutory provision with respect to rights of expropriation, access or user.
4. Subsisting reservations, limitations, provisos, conditions or exceptions contained in any grant of the Property or any portion thereof or interest therein from the Crown, including reservations of under-surface rights to mines and minerals of any kind including rights to enter, prospect and remove the same.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Restrictions, by-laws, regulations, ordinances and similar instruments affecting the use of land or the nature of any structures which may be erected on the Property, including zoning, land-use and building by-laws and ordinances.
8. Minor encroachments or illegal views by the Property over neighbouring land and/or permitted under agreements with neighbouring landowners and minor encroachments or illegal views over the Property by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.

AR



- 2 -

9. Any minor title defects, irregularities, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests revealed by any plan, technical description or survey or certificate of location of Property disclosed to or obtained by the Purchaser, or which would be revealed by an up-to-date survey or certificate of location of the Property.
10. Any registrations, notice or caveat in respect thereof (including subleases, amendments to leases or assignments of leases or subleases) and any encumbrance of any nature whatsoever charging the interest of persons (other than the Seller) under any such lease (including subleases, amendments to leases or assignments of leases or subleases).
11. Agreements with any governmental authority or any public utility or private supplier of services or utilities including subdivision agreements, site plan control agreements, development agreements, servicing agreements, utility agreements, engineering agreements, grading agreements or landscaping agreements, provided either (i) such agreements have been complied with or (ii) if such agreements have not complied with, such non-compliance does not materially impair the use, operation or marketability of the Property.
12. Unregistered agreements, authorizations, consents, postponements, subordinations, licences, easements in favour of Hydro One or the local utility provided that they have been complied with or if not complied with, that any non-compliance does not materially impair the use, operation or marketability of the Property.
13. Easements, rights-of-way, servitudes, rights to use, restrictions, restrictive covenants, and similar rights in real property or immovables or any interest therein which do not materially impair the use, operation or marketability of the Property.
14. Minor easements, rights-of-way, licences or agreements for the supply of utilities or telephone services to the Property or adjacent land and/or for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services, sidewalks, public ways, gas, steam or water mains, electric light and power, telephone and other telecommunication conduits, poles, wires and cables.
15. Minor title defects or irregularities that do not materially impair the use, operation or marketability of the Property.
16. Restrictive covenants, private deed restrictions, and other similar land use control agreements that are registered on title to the Property that do not materially impair the use, operation or marketability of the Property.
17. Statutory exceptions, reservations or qualifications to title including the liabilities, rights and interests described in Section 44(1) of the Land Titles Act (Ontario) and any rights reserved to or vested in any person by any statutory provision including rights of expropriation.
18. Any possessory title rights, easements, servitudes or interests that may have been obtained by abutting owners including the rights of any person entitled to any portion of the Property through length of adverse possession or prescription.



- 3 -

19. Any claim to the Property or any part thereof by way of aboriginal title.
20. With respect to instruments registered via Teraview Electronic Registration System ("TER System"), any error or omission in the receipt, transmission or recording of such instrument, or of any of the particulars contained in such instruments, subsequent to creation and electronic delivery of same to Teranet Land Information Services Inc. via the TER System.
21. On first registration, those additional matters constituting statutory exceptions or reservations pursuant to Subsection 44 (1) of the Land Titles Act (Ontario) (save and except Subsection 44 (1) paragraph 11 (Planning Act), paragraph 14 (Dower Rights), Provincial succession duties and escheats or forfeiture to the Crown); the rights of any person who, but for the Land Titles Act (Ontario), would be entitled to the land or any part of it through length of possession, prescription, mis-description or boundaries settled by convention; and any lease to which Subsection 70 (2) of the Registry Act (Ontario) applies.
22. The permitted encumbrances set out in paragraph 10 of the OREA Form 500 to which this schedule is attached.
23. All instruments and Encumbrances on the PINS for the Property, other than those to be extinguished as set out in Scheule "D" hereof.

AR



SCHEDULE "D"
Encumbrances to be Extinguished pursuant to
the Vesting Order

126 Hodgkins Ave, Thorold, ON (Lot 18) - 64055-0598 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN723084 REMARKS: SN678129 TO SN723083	2022/04/25	POSTPONEMENT		THE CORPORATION OF THE CITY OF THOROLD	C
3.	SN732198 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
4.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
6.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
7.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
8.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR



9.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
10.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
11.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
12.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



199 Hodgkins Ave, Thorold, ON (Lot 2) - 64055-0582 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732188 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR



8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



189 Hodgkins Ave, Thorold, ON (Lot 5) - 64055-0585 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732191 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR



8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



171 Hodgkins Ave, Thorold, ON (Lot 10) – 64055-0590 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732193 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR



8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



169 Hodgkins Ave, Thorold, ON (Lot 11) - 64055-0591 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732194 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR

8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



151 Hodgkins Ave, Thorold, ON (Lot 16) - 64055-0596 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732196 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C

AR



8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



200 Hodgkins Ave, Thorold, ON (Lot 40) - 64055-0620 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHK D
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732202 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C

AR



9.	SN782625	2023/10/19	CONSTRUCT ION LIEN	\$474,038		C
10.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICAT E			C
11.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

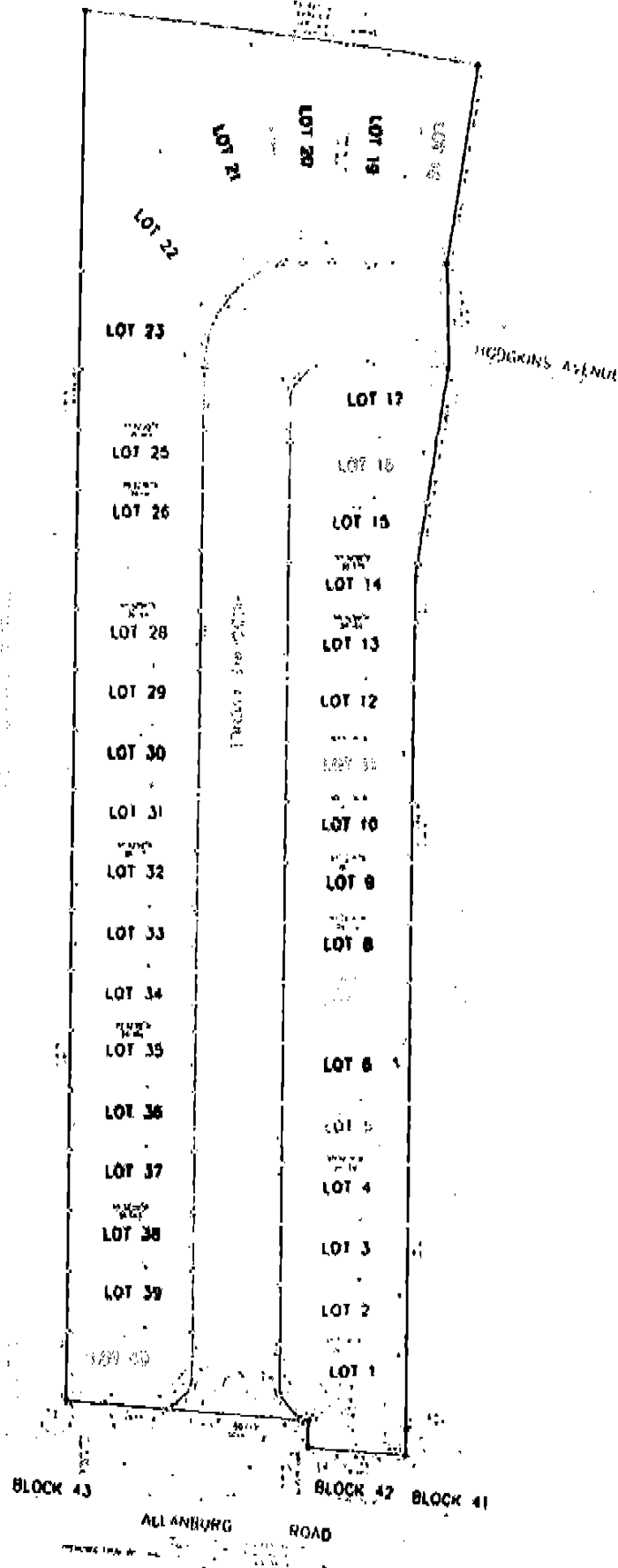
AR



DocuSign Envelope ID: 18C8A4C1-A7DC-4F59-8D5F-CB2E59DB0205

Schedule **E**

pe mail:google.com mail:us.d. AENNRQ-N5b0Y H58BAQv9m. Lw0W56H4M5VDS5Y0N. Lmp 56u6I6CIZARD5LTCIHW55kQdHndubdmXBucqxt gHlUDTV mQp5wt.5/555Xk0wXypr5V 7p0j...



AR

[Handwritten signature]

Appendix "3"



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 15 day of August, 2024

BUYER: Prime Rentals Niagara Inc agrees to purchase from
(Full legal names of all Buyers)
Zeifman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of
SELLER: all the right, title, and interests of 1703306 Ontario Inc and R.O. Beam & Son Construction Limited
(Full legal names of all Sellers)

REAL PROPERTY

Address Lots, Plan 59M501, see schedule "p"fronting on the East side of HODGKINS AVENUEin the City of THOROLDand having a frontage of as showing on Plan 59M501 more or less by a depth of as showing on Plan 59M501 more or lessand legally described as
SEE SCHEDULE A.1

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

PURCHASE PRICE:

Dollars (CDN\$) [REDACTED]

Dollars

DEPOSIT: Buyer submits upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" 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. S A.1, B, C, D, E attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller until 5:00 on the 16
(Seller/Buyer) (a.m./p.m.)
day of August 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.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the SEE SCH A
day of 20 24. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]INITIALS OF SELLER(S): AR

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by
the Canadian Real Estate Association (CREA) and identify its real estate professionals who are members of CREA and the
quality of services they provide. Used under license.
© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for its use and reproduction
by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter
when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

AR

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 the facsimile number or email address, respectively, in which case, the signature(s) of the party(ies) shall be deemed to be original.~~

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

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

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
N/A

AR

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.

5. **FIXTURES EXCLUDED:**
N/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:

N/A

AR

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


AR

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. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR

 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.
© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 27 day of August, 2024 (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (RESIDENTIAL) 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.

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. **INSPECTIONS:** 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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

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):

INITIALS OF SELLER(S):

AR

- 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 Seller's expense to obtain any necessary consent by completion.
- 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.
- 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 that Seller is not then a non-resident of Canada; (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. 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.
- 20. 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.
- 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.
- 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.
- 23. UPFI:** ~~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.
- 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):

AR

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:

Prime Rentals Niagara Inc.
(Witness)

Prime Rentals Niagara Inc.

(Buyer)

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

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:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(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	ROYAL LEPAGE NRC REALTY	905-892-0222
		(Tel. No.)
	ROMAN GROCHOLSKY	
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	ROYAL LEPAGE NRC REALTY	(905) 892-0222
		(Tel. No.)
	ANKUR KUNDI	ROMAN GROCHOLSKY
	(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.

Zellman Partners Inc., in its capacity, as Receiver and Manager, and not in its personal capacity of all the right, title, and interests of 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited;

(Seller)

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer Joseph Fried of Fogler, Rubinoff LLP

Address 77 King St. W. Ste 3000 Toronto, ON, M5K 1G8

Email jfried@foglers.com

416-358-4700

416-941-8852

(Tel. No.)

(Fax. No.)

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.

Prime Rentals Niagara Inc.

(Buyer)

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's lawyer Italia M. Gilberti

Address 7085 Morrison Street, Niagara Falls, ON L2M-7K5

Email igilberti@sullivan-mahoney.com

905-357-4396

905-357-3336

(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®, REALTOR®, 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.



Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between;

BUYER: Prime Rentals Niagara Inc., and

Zeifman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of all the
SELLER: right, title, and interests of 1703306 Ontario Inc. and R.O. Beam & Son Construction Limited.

for the purchase and sale of Lots, Plan 59M501, see schedule "D"

dated the 15 day of August, 2024

Buyer agrees to pay the balance as follows:

Seller: Zeifman Partners Inc, as Receiver and Manager, and not in its corporate or personal capacity of all the right, title, and interest of 1703306 Ontario Inc and R.O Beam & Son Construction Limited

Closing Date: 30 days after the approval/granting of the vesting order.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account by 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.

This offer is conditional upon the Buyer receiving and reviewing all inspection reports available from The City of Thorold (the "Buyer's Condition"). Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered, waiving this condition in accordance with the terms of this agreement and communicated to the Seller or the Seller's Agent not later than 6:00 p.m. on the 10th business day after acceptance of this offer, failing which the deposit shall be returned in full without deduction, subject to the Damage Deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to cooperate in providing access to the property for the purpose of any inspections. The Seller also consents to details of any work orders against the property being made available to the Buyer or the Buyer's agent.

The Seller will provide the Buyer with stamped permit drawings from the township/if in the Seller's possession.

All building materials currently inside the homes will be included

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR



The trademarks REALTOR, REALTOR, and 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Prime Rentals Niagara Inc. and
Zeffman Partners Inc., in its capacity, as a Receiver and Manager, and not in its personal capacity of all the
SELLER: right, title and interests of 1703306 Ontario Inc. and R.O. Ream & Son Construction Limited

for the purchase and sale of Lots, Plan 59M501, see schedule "D"

dated the 15 day of August, 2024

Buyer agrees to pay the balance as follows:

The parties hereto acknowledge that:

-They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement

-All measurements and information provided by Royal LePage NRC Realty, in the MLS Listing, feature sheet, and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information type purposes only as such, should not be relied upon without independent verification.

-The types of representation as defined in the RESBA 2002 were explained prior to this Offer being signed.

-EST implications as stated in section 7 of this Agreement of Purchase And Sale

-the province of Ontario has implemented current value assessment or CVA. Any information made available by the seller, any brokerage or sales representative in connection with assessment or property tax information, may not be based on the most recent CVA. The CVA may affect property taxes for the property.

no information provided by such real estate Broker(s) is to be construed as construction/engineering, zoning, legal, tax or environmental advice

ASSESSED VALUE

The parties to this agreement acknowledge that the province of Ontario has implemented current value assessment or CVA. Any information made available by the seller, any brokerage or sales representative in connection with assessment or property tax information, may not be based on the most recent CVA. The CVA may affect property taxes for the property. The buyer acknowledges that he/she is not relying on any information with respect to property taxes that has been provided in the listing. There shall be no obligation of, or claim against, any party hereunder or any broker or salesperson referred herein, arising out of or in any way related to the assessment of property tax information in connection with the property.

ADVERTISING

The parties to this transaction consent to the publication/advertising/distribution of sale / lease price, relevant statistics, and photos of the property for a period of up to 1 year. The brokerages and representatives are authorized to advertise and disclose activities, providing that the parties to this transaction are not specifically disclosed.

ELECTRONIC SIGNATURES

The parties hereto consent and agree to the use of electronic signature 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.

DEPOSIT RETURNS

Deposit funds will be returned upon clearing verification by Deposit holders bank.

Typically 10 banking days for negotiable cheque and 3 banking days for certified cheque / Bank Draft.

The Buyer understands and agrees that the property is being sold " as is, where is" with no representations or warranties. This is a Court ordered receivership sale and the Buyer is to do their own due diligence.

This form must be Initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

AR

The trademarks REALTOR®, REALTOR®, 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.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

SCHEDULE "A" A.1

3, 6, 15, 17, and 39

AR

Hodgkins Avenue in Thorold, Ontario, being Lots ~~1-5, 6, 10, 11, 15-18, 36, 39 and 40,~~
Plan 59M501, Thorold, Ontario

Lot	Legal Description	PIN
Lot 1	LOT 1, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236, PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0581 LT Not included
Lot 2	LOT 2, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236, PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0582 LT Building Lot
Lot 3	LOT 3, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0583 (LT) Partially built house

AR

Lot	Legal Description	PIN
Lot 4	LOT 4, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0584 (LT) NOT INCLUDED
Lot 5	LOT 5, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0585 LT Building Lot
Lot 6	LOT 6, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0586 (LT) Partially built house
Lot 10	LOT 10, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0590 LT Building Lot

Lot	Legal Description	PIN
Lot 11	LOT 11, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0691 LT Building Lot
Lot 15	LOT 15, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0595 (LT) Partially Built house
Lot 16	LOT 16, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0596 LT Building Lot

Lot	Legal Description	PIN
Lot 17	LOT 17, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055-0597 (LT) Partially Built House
Lot 18	LOT 18, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5, 59R17238 AS IN SN723083; CITY OF THOROLD	64055 - 0598 LT Building Lot
Lot 36	LOT 36, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055 - 0610 LT NOT INCORPORATED

AR

AR

Lot	Legal Description	PIN
Lot 39	LOT 39, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64065-0619 (LT) Partially Built House
Lot 40	LOT 40, PLAN 59M501 ;S/T EASEMENT IN FAVOUR OF PT TWP LT 71,72 AND 94; PT RDAL BTN TWP LT 71 & 72 CLOSED BY UNREGISTERED BYLAW 236; PT RDAL BTN TWP LT 71 & TWP LT 94 CLOSED BY UNREGISTERED BYLAW 2335 AS IN MMD5708, MMD6413, AA17760 & BB81795 EXCEPT PT 1 RO762287, PT TWP LT 97; PT TWP LT 98 PT 2, 3, 6 TO 9, 11, 12, 14, 15, 17, 19, 20, 33, 34 59R1330; UNIT 2 PL D4, PLAN D4 AS IN SN703772; CITY OF THOROLD	64055-0620 (LT) Building Lot

AR 


SCHEDULE "B"

1. As used herein the following words and terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith:

"Acceptance Date" means the last of the days on which this Agreement is executed by both parties hereto and delivered by the parties to each other.

"Agreement" means this Agreement of Purchase and Sale;

"Appointment Order" means the order of the Court dated the 26th day of April, 2024 appointing Zeifman Partners Inc., as receiver of the Properties of the Debtors described in Schedule "A" of the Appointment Order sets pursuant to the provisions of Section 243 (1) of the *Bankruptcy and Insolvency Act* (Canada) as amended and Section 101 of the *Courts of Justice Act*, Ontario, as amended;

"Assets" means the Properties of the Debtors described in Schedule "A" of the Appointment Order and constituting the Property of the Debtors including all proceeds derived therefrom;

"Assignment and Assumption of Permitted Encumbrances" means an assignment by the Vendor and an assumption by the Purchaser of all of the right, title, interest, obligations, duties and liabilities of the Vendor and the Debtor in and under the Permitted Encumbrances and the benefit of all covenants, guarantees and indemnities thereunder, and shall include an indemnity given by the Purchaser in favour of the Vendor with respect to any Claims under the Permitted Encumbrances arising with respect to the period from and after the Closing Date.

"Business Day" means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

"Claims" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever and **"Claim"** means any one of the foregoing.

"Closing Date" means the thirtieth (30th) day after the approval/granting of the Vesting Order.

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

"CRA" has the meaning ascribed to it in Section 20 hereof;

"Debtors" means collectively 1703306 Ontario Inc., and R.O. Beam & Son Construction Limited;

"Documents" has the meaning ascribed to it in Section 5 (b) hereof;

"Encumbrances" means in the case of any of the Property any pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, title defect, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a security interest in, or against title to, such Property, whether created by agreement, statute

AR



or otherwise at law, attaching to the property assets or rights whether registered or unregistered, condominium documents, including without limitation declaration, by-laws rules and the like;

"Governmental Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Lands, the transaction contemplated in this Agreement or one or both of the parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority;

"HST" has the meaning ascribed to it in Section 20 hereof;

"Inaccuracies" has the meaning ascribed to it in Section 5 (c) hereof;

"Outside Date" means the 60th day after the date on which the application for approval of the Vesting Order is heard or as extended pursuant to Section 10 hereof;

"Permitted Encumbrances" means all the Encumbrances, including those set out in Schedule C, other than those listed on Schedule "D" attached hereto which Encumbrances shall be extinguished from title by the Vesting Order.

"Property" means the lands and premises described in the OREA form of the agreement of purchase and sale to which this Schedule is attached.

"Purchaser" means the Buyer as set out in the OREA form of the agreement of purchase and sale to which this Schedule is attached;

"Rebate" has the meaning ascribed to it in Section 20 hereof;

"Rebate Form" has the meaning ascribed to it in Section 20 hereof;

"Receiver" means Zeifman Partners Inc., in its capacity as receiver of the Assets, and not in its personal capacity;

"Security Deposits" has the meaning ascribed to it in section 27 hereof.

"Transaction" means the transaction of purchase and sale of the Property contemplated by this Agreement;

"Vendor" means Zeifman Partners Inc., in its capacity as receiver of the Assets, and not in its personal capacity;

"Vesting Order" has the meaning set out in Section 3(a);

"Work Orders" means collectively work orders, deficiency notices, infractions, stop work orders, outstanding building permits or any other non-compliance of every nature and kind with applicable laws and issued by any governmental authority;

Where utilized in this Agreement the word **"Purchaser"** shall also mean **"Buyer"** and the word **"Vendor"** shall also mean **"Seller"** and vice versa.

AR



2. Subject to the terms and conditions hereof and subject to the Court granting the Vesting Order, the Receiver, exercising the powers of sale granted pursuant to the Appointment Order, shall sell to the Purchaser, and the Purchaser shall purchase, the Property on the Completion Date.
3. The Purchaser and the Vendor acknowledge and agree that the Vendor is selling the rights, title and interest of the Debtors in and to the Property pursuant to the Vendor's powers and as authorized by the Vesting Order. The Purchaser agrees to purchase and accept the rights, title and interests of the Debtors in and to the Property pursuant to and in accordance with the terms of this Agreement, the Appointment Order and the Vesting Order and that neither the Vendor nor the Purchaser shall be obliged to complete the transaction contemplated in this Agreement unless:
 - (a) an order, or orders, in form and substance satisfactory to the Receiver, shall have been made by the Court on or before the Outside Date approving this Agreement and the Transaction, authorizing the Vendor to enter into this Agreement and complete the Transaction, and vesting in the Purchaser all the right, title and interest of the Debtors in the Property free and clear of any and all Encumbrances except for the Permitted Encumbrances (the "Vesting Order"); and
 - (b) the Vesting Order shall not have been stayed, varied or vacated, and no order shall have been issued which restrains or prohibits the completion of the Transaction as at the Closing Date, which may occur immediately following the granting of the Vesting Order.

If the Court does not grant the Vesting Order, the Vendor may at its option pursue such right of appeal if any as is available or terminate this Agreement by written notice to the Purchaser. If this Agreement is so terminated the deposit shall forthwith be returned to the Purchaser and neither party shall be further liable to the other. The Vendor's solicitors shall provide the Purchaser's solicitors with draft Vesting Order for its comments. If the Purchaser's solicitors do not provide any comments within two (2) Business Days of receipt of the Vesting Order it shall be deemed to have approved the same.

4.
 - (a) The Purchaser shall pay all taxes exigible and registration costs on the registration of the Vesting Order.
 - (b) The Purchaser acknowledges that the Vendor shall not be required to discharge any existing mortgages, liens or other Encumbrances with respect to the Property as any Encumbrances which are not Permitted Encumbrances shall be extinguished by the Vesting Order; and
 - (c) The Vendor shall have the right, exercisable at any time, up to and including the Closing Date, to terminate the Agreement by written notice to the Purchaser or the Purchaser's solicitor, in the event it is prevented from completing this transaction by decision of the Court. In such event, this Agreement shall be null and void and the deposit shall be returned to the Purchaser, and the Vendor shall not be liable to the Purchaser for any losses, costs, expenses or damages whatsoever incurred or suffered by the Purchaser as a result of the termination of this Agreement.
 - (d) The closing shall take place on the Closing Date and if the closing has not been completed by the Outside Date, this Agreement shall be at an end and the Deposit shall be returned to the Purchaser subject to the terms of this Agreement.

AR



5.

- (a) The Purchaser acknowledges to the Vendor that it has inspected the Property, and that the Receiver is selling the Property on an "as is, where is" basis with all faults known, or unknown, as they shall exist as of the date of execution of this Agreement, or on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Property as it deemed appropriate and has satisfied itself with regard to these matters and that title to the Property shall be subject to the Permitted Encumbrances. No representation, warranty or condition is expressed or can be implied as to any matter including, title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, environmental condition, environmental laws, zoning, permitted uses, permits, governmental compliance, threatened Claims, litigation, or in respect of any other matter or thing whatsoever concerning the Property. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The description of the Property contained in the Documents, in this Agreement and in any marketing material is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of the Documents, Schedules and in any marketing material. The Purchaser agrees that it is purchasing and accepts the Property on an "as is", where is" basis, as of the date of acceptance and as of the Closing Date, including without limiting the generality of the foregoing, the Purchaser shall assume the obligation of all outstanding Work Orders including: (i) municipal zoning by-laws; (ii) agreements with governmental authorities; or (iii) provincial or federal laws referable to the Property as of the Closing Date. The Purchaser further acknowledges that, notwithstanding any statutory provisions or provisions in this Agreement to the contrary, the Purchaser has no right to submit requisitions on title in respect of any of the Permitted Encumbrances.
- (b) The Purchaser further acknowledges and agrees that s/he/they or it has/have reviewed or has/have had the opportunity prior to submitting this Agreement: (i) any information, documents, the listing agreement and other materials made available or to be made available by the Vendor and/or its agent or otherwise in connection with the sale of the Property has been prepared and provided solely for the convenience of prospective purchasers only without any representation or warrant of any kind; (ii) the Vendor has not made and shall not make any representation or warranty whatsoever as to the accuracy, currency or completeness of the documents referenced in subsection (i) of this Section 5 (b); (iii) it has relied entirely upon its own inspections and investigations with respect to the purchase of the Property including the quantity, quality and value thereof; and (iv) it is solely responsible for satisfying itself with respect to the accuracy, currency, adequacy and completeness of the documents referenced in subsection (i) of this Section 5 (b) and the Purchaser hereby releases the Vendor from any and all Claims it now has, or may in the future have, in that regard;
- (c) The description of the Property in the Documents, in any marketing material, listing information, and any like material delivered or made available by the Vendor, its agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "Inaccuracies") is found in the particulars thereof, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result thereof and the Purchaser

AR



hereby releases the Vendor from any Claims, damages, suits, costs, etc., the Purchaser had, has or may have as a result of such Inaccuracies; and

- (d) the environmental state of the Property, the uses, present or future, made or to be made of the Property, the existence, nature, kind, state or identity of any contaminants or hazardous substances on, under or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the Environmental Protection Act (Ontario), the Ontario Water Resources Act, the Canadian Environmental Protection Act or other statute, regulation, rule or provision or law, the existence, state, nature, kind, identity, extent or effect of which imposes any liability to fulfil any obligation with respect to the environmental state of the Property.
6. If there is any conflict, discrepancy, or inconsistency between any of the terms and provisions contained in this Schedule "B" and any terms and provisions contained in the OREA form of the agreement of purchase and sale to which this Schedule is annexed (including any other schedules annexed thereto), the terms and conditions of this Schedule shall prevail to the extent of such conflict, discrepancy or inconsistency.
7. This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of Purchase and Sale may be transmitted by fax and electronic mail and shall be binding upon the parties hereto as if executed in the original. Any notice, approval, waiver, agreement, amendment, instrument, document, or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's solicitors on behalf of the Purchaser and by the Vendor's solicitors on behalf of the Vendor.
8. The Purchaser covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, Purchaser's Liens or any other instrument or reference to this Agreement of his/her interest in this Property. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Purchaser hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs in obtaining such order. The Purchaser agrees that this Agreement does not grant the Purchaser any interest in the Property.
9. Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s. 235, (statute), the Purchaser represents and warrants that the Purchaser is not and on completion, will not be a Non-Canadian under the Non-Canadian provisions of the Prohibition on the Purchase of Residential property by Non-Canadians Act S.C. 2022, c. 10, s. 235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is not then a Non-Canadian of Canada; provided further that if the Purchaser qualifies for any exception as set out or prescribed by the statute, the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is a Non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.
10. In the event any issue is raised with respect to the exercise of the sale by the Vendor, title or possession, or in the event that the Court has not approved this Agreement and the terms thereof by the Outside Date, or the vesting Order of the Court has been appealed, the Vendor may at its option

AR



extend the Outside Date for a period or periods of time not exceeding 60 days in total. The Purchaser agrees that if a title insurance company is willing to insure over any such issue raised, the Purchaser agrees to purchase a title insurance policy and close the transaction. If the Vendor is unable to resolve any such issue or if such approval of the Court has not been obtained by the expiry the extension period or periods, the Vendor at its sole option may terminate this agreement.

11. The Purchaser confirms, represents and warrants that it and its officers, directors and shareholders are not related or affiliated to the Debtors or any of their respective officers, directors and shareholders, and furthermore, that the Purchaser has not entered into any agreement, joint-venture or partnership with the Debtors or any of their respective officers, directors and shareholders in relation to their proposed purchase of the Property and the Debtors and their respective officers, directors and shareholders have no interest in the Purchaser entity nor will they have any rights or ownership interest in the Property after completion of the within transaction whether directly or indirectly.
12. Notwithstanding any provision to the contrary in this Agreement the Purchaser shall not assign this Agreement without the prior written consent of the Vendor, which consent may be granted or be withheld in the Vendor's sole and unfettered discretion. The Purchaser may assign this Agreement to an affiliate prior to the expiry of the Buyer's Condition without the consent of the Vendor provided that there is no increase in the consideration payable hereunder and the assignee enters into an assignment and assumption agreement with the Purchaser and Vendor in a form acceptable to the Vendor acting reasonably. Notwithstanding any assignment consented to by the Vendor, the Purchaser shall not be released or relieved from any of its obligations hereunder until Closing and shall be jointly and severally liable with the assignee hereunder until Closing.
13. On or before the Closing, the Purchaser shall execute or deliver as applicable to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:
 - (a) Payment of the balance of Purchase Price;
 - (b) a certificate of the Purchaser executed by the Purchaser or a senior officer of the Purchaser, as applicable, confirming that the Purchaser (or such permitted assignee of the Purchaser) is purchasing the Property on its own account and not as agent, trustee or nominee for any other person and that it is a registrant for HST purposes under the Excise Tax Act (Canada) as at the Closing Date and setting out the registration number of the Purchaser for HST purposes and indemnity as contemplated by Section 20 hereof;
 - (c) an assignment and assumption of the agreement of purchase and sale if the assignment is consented to by the Receiver;
 - (d) a direction re title, if applicable;
 - (e) Statutory Declaration pursuant to Section 9 hereof;
 - (f) an undertaking by the Purchaser to readjust any errors, omissions or changes in the statement of adjustments;

AR



- (g) **intentionally deleted;**
 - (h) **intentionally deleted;**
 - (i) **intentionally deleted;**
 - (j) DocuSign certificate of completion, if applicable;
 - (k) Assignment and Assumption of Permitted Encumbrances; and
 - (l) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require giving effect to this Agreement.
14. On or before the Closing the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:
- (a) the Vesting Order;
 - (b) the Receiver's Certificate as contemplated by the Vesting Order;
 - (c) a statement of adjustments;
 - (d) an undertaking by the Vendor to readjust any errors, omissions or changes in the statement of adjustments, with any readjustments to be completed within sixty days of Closing;
 - (e) Assignment and Assumption of Permitted Encumbrances;
 - (f) DocuSign certificate of completion, if applicable;
 - (g) a certificate the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act, Canada, as amended;
 - (h) the Vendor shall assign the Security Deposits to the Purchaser and provide a Notice of same to the applicable Governmental Authority; and
 - (i) such other documents as may be reasonably requested by the Purchaser to give effect to this Agreement.
15. The closing documents may be delivered in electronic format and original closing documents need not be provided. If the closing documents were executed utilizing DocuSign then the DocuSign certificate of completion shall be provided.
16. Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.
17. The Vendor and Purchaser agree that this Agreement shall not merge on closing but shall survive the closing without limitation.

AR



18. The Purchaser acknowledges that the Vendor, has been appointed as Receiver pursuant to the Appointment Order. The Purchaser further acknowledges and agrees that the Receiver acts solely in its capacity as Receiver, without personal or corporate liability. The Purchaser acknowledges and agrees that Receiver is entering into this Agreement solely in its capacity as the Receiver and that the Receiver, its agents, officers, partners and employees shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of or in any way connected with this Agreement or as a result of the Vendor performing or failing to perform any of its obligations hereunder. The Purchaser agrees that it will fully and irrevocably release the Receiver from any and all Claims that the Purchaser may now have or hereafter acquire against the Receiver for any costs, loss, liability, damage, expense, demand, claims, action or cause of action arising from the Transaction. The Receiver is not liable or bound, in any manner, by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, furnished by any real estate broker, agent or representative of the Receiver.
19. The deposit shall be placed in a non-interest-bearing account and no interest will be earned on the deposit.
20. **Intentionally deleted**
21. **Intentionally Deleted**
22. If the Property being sold hereunder is a vacant lot or is a partially constructed home then it is not "used residential" and the Buyer shall be obliged to pay on closing, in addition to the purchase price, HST applicable to this transaction and will indemnify and save the Seller with respect to the HST payable and any penalties, interest and costs resulting from the Buyer's failure to pay same. The Buyer shall on Closing provide a certificate warranting and representing that it is registered for HST, provide its registration number and online confirmation from HST Registry of such registration. No HST shall be collected by Seller if the Buyer satisfies the Seller, acting reasonably, that the Seller is not required to collect the same pursuant to the provisions of the Excise Tax Act (Canada).
23. The Purchaser acknowledges and agrees that the Vendor is selling the Property subject to the Permitted Encumbrances and that the Vendor has no obligation to discharge such Permitted Encumbrances on the Closing or thereafter.
24. **Intentionally deleted**
25. The Seller and Buyer have also entered into an agreement of purchase and sale for the properties municipally known as 2,5,10,11,16, 18 and 40 Hodgkins Avenue, Thorold, Ontario (the "■ APS"). The Agreement arising from acceptance of this offer is conditional, until closing, upon the concurrent successful closing of the ■ APS. This condition has been inserted for the mutual benefit of the Seller and the Buyer and is not capable of waiver by either party. In the event that this condition is not satisfied as at closing, then this Agreement and the ■ APS shall be at an end and the deposit shall forthwith be repaid without deduction to the Buyer and this Agreement of Purchase and Sale shall be null and void and the parties hereto shall be relieved of any obligations or liabilities hereunder to the other save and except as otherwise provided herein.

AR



26. This Schedule B shall survive the closing of this transaction and shall not merge thereon.
27. On Closing the Vendor shall assign the Security Deposits to the Purchaser and provide a Notice of same to the applicable Governmental Authority.

AR 

SCHEDULE "C"**PERMITTED ENCUMBRANCES****GENERAL ENCUMBRANCES**

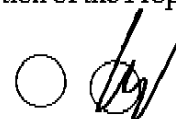
1. Encumbrances, charges or prior claims for taxes (which term includes charges, rates and assessments, including supplementary and/or omitted property assessments) or utilities (including charges, levies or imposts for sewers, electricity, power, gas, water and other services and utilities) not yet due and owing, not in arrears as of the Acceptance Date, or, if due and owing, that are adjusted for pursuant to this Agreement, or the validity of which is being contested in good faith, and encumbrances or charges for the excess of the amount of any past due taxes or utilities charges for which a final assessment or account has not been received over the amount of such taxes or utilities charges as estimated and paid by the Vendor or the Debtors.
2. Inchoate or statutory encumbrances in respect of construction, renovations or current operations, in respect of which the Vendor or the Debtors has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts and of the Construction Lien Act (Ontario) or the Construction Act, Ontario (collectively the "Acts") and (i) for which no claim has been registered against the Property and of which no notice in writing has been given to the Vendor or the Debtors pursuant to the Acts or otherwise, or (ii) that relate to obligations not yet due.
3. Rights conferred upon, reserved to or vested in the Crown, the public or any municipality or governmental or other public authority by any statutory provision with respect to rights of expropriation, access or user.
4. Subsisting reservations, limitations, provisos, conditions or exceptions contained in any grant of the Property or any portion thereof or interest therein from the Crown, including reservations of under-surface rights to mines and minerals of any kind including rights to enter, prospect and remove the same.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Restrictions, by-laws, regulations, ordinances and similar instruments affecting the use of land or the nature of any structures which may be erected on the Property, including zoning, land-use and building by-laws and ordinances.
8. Minor encroachments or illegal views by the Property over neighbouring land and/or permitted under agreements with neighbouring landowners and minor encroachments or illegal views over the Property by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.

AR



- 2 -

9. Any minor title defects, irregularities, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests revealed by any plan, technical description or survey or certificate of location of Property disclosed to or obtained by the Purchaser, or which would be revealed by an up-to-date survey or certificate of location of the Property.
10. Any registrations, notice or caveat in respect thereof (including subleases, amendments to leases or assignments of leases or subleases) and any encumbrance of any nature whatsoever charging the interest of persons (other than the Seller) under any such lease (including subleases, amendments to leases or assignments of leases or subleases).
11. Agreements with any governmental authority or any public utility or private supplier of services or utilities including subdivision agreements, site plan control agreements, development agreements, servicing agreements, utility agreements, engineering agreements, grading agreements or landscaping agreements, provided either (i) such agreements have been complied with or (ii) if such agreements have not complied with, such non-compliance does not materially impair the use, operation or marketability of the Property.
12. Unregistered agreements, authorizations, consents, postponements, subordinations, licences, easements in favour of Hydro One or the local utility provided that they have been complied with or if not complied with, that any non-compliance does not materially impair the use, operation or marketability of the Property.
13. Easements, rights-of-way, servitudes, rights to use, restrictions, restrictive covenants, and similar rights in real property or immovables or any interest therein which do not materially impair the use, operation or marketability of the Property.
14. Minor easements, rights-of-way, licences or agreements for the supply of utilities or telephone services to the Property or adjacent land and/or for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services, sidewalks, public ways, gas, steam or water mains, electric light and power, telephone and other telecommunication conduits, poles, wires and cables.
15. Minor title defects or irregularities that do not materially impair the use, operation or marketability of the Property.
16. Restrictive covenants, private deed restrictions, and other similar land use control agreements that are registered on title to the Property that do not materially impair the use, operation or marketability of the Property.
17. Statutory exceptions, reservations or qualifications to title including the liabilities, rights and interests described in Section 44(1) of the Land Titles Act (Ontario) and any rights reserved to or vested in any person by any statutory provision including rights of expropriation.
18. Any possessory title rights, easements, servitudes or interests that may have been obtained by abutting owners including the rights of any person entitled to any portion of the Property through length of adverse possession or prescription.

A handwritten signature, possibly "Lg", is written over a circular stamp or seal.

- 3 -

19. Any claim to the Property or any part thereof by way of aboriginal title.
20. With respect to instruments registered via Teraview Electronic Registration System ("TER System"), any error or omission in the receipt, transmission or recording of such instrument, or of any of the particulars contained in such instruments, subsequent to creation and electronic delivery of same to Teranet Land Information Services Inc. via the TER System.
21. On first registration, those additional matters constituting statutory exceptions or reservations pursuant to Subsection 44 (1) of the Land Titles Act (Ontario) (save and except Subsection 44 (1) paragraph 11 (Planning Act), paragraph 14 (Dower Rights), Provincial succession duties and escheats or forfeiture to the Crown); the rights of any person who, but for the Land Titles Act (Ontario), would be entitled to the land or any part of it through length of possession, prescription, mis-description or boundaries settled by convention; and any lease to which Subsection 70 (2) of the Registry Act (Ontario) applies.
22. The permitted encumbrances set out in paragraph 10 of the OREA Form 500 to which this schedule is attached.
23. All instruments and Encumbrances on the PINS for the Property, other than those to be extinguished as set out in Scheule "D" hereof.

AR



SCHEDULE "D"
Encumbrances to be Extinguished pursuant to
the Vesting Order

195 Hodgkins Ave, Thorold, ON (Lot 3) – 64055-0583 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732189 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN775315	2023/08/04	CONSTRUCTION LIEN	\$54,842		C

AR



10.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		
11.	SN783780 REMARKS: SN775312, SN775314, SN775315, SN775316	2023/10/30	CERTIFICATE			C
12.	SN786457	2023/11/23	CONSTRUCTION LIEN	\$17,393		C
13.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
14.	SN796537 REMARKS: CERTIFICATE OF ACTION SN786457	2024/03/21	CERTIFICATE			C
15.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



185 Hodgkins Ave, Thorold, ON (Lot 6) - 64055-0586 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN723084 REMARKS: SN678129 TO SN723083	2022/04/25	POSTPONEMENT		THE CORPORATION OF THE CITY OF THOROLD	C
3.	SN732192 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
4.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
6.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
7.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
8.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
9.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
10.	SN779679	2023/09/20	CONSTRUCTION LIEN	\$45,709		C

AR



11.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C
12.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
13.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



155 Hodgkins Ave, Thorold, ON (Lot 15) - 64055-0595 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732195 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN775316	2023/08/04	CONSTRUCTION LIEN	\$44,814		C
10.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C



11.	SN783780 REMARKS: SN775312, SN775314, SN775315, SN775316	2023/10/30	CERTIFICATE			C
12.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
13.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



149 Hodgkins Ave, Thorold, ON (Lot 17) - 64055-0597 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN723084 REMARKS: SN678129 TO SN723083	2022/04/25	POSTPONEMENT		THE CORPORATION OF THE CITY OF THOROLD	C
3.	SN732197 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$234,000	1703306 ONTARIO INC.	C
4.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
6.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
7.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
8.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
9.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
10.	SN775312	2023/08/04	CONSTRUCTION LIEN	\$42,780		C
11.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C



12.	SN783780 REMARKS: SN775312, SN775314, SN775315, SN775316	2023/10/30	CERTIFICATE			C
13.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
14.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



196 Hodgkins Ave, Thorold, ON (Lot 39) - 64055-0619 (LT)	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	SN682078 REMARKS: SN678130.	2021/07/08	APL CH NAME INST		BARRETT KUDLOW CAPITAL MANAGEMENT INC.	C
2.	SN732201 REMARKS: PLANNING ACT STATEMENTS.	2022/06/27	TRANSFER	\$240,000	1703306 ONTARIO INC.	C
3.	SN732203	2022/06/27	CHARGE	\$7,192,000	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
4.	SN732204 REMARKS: SN732203	2022/06/27	NO ASSGN RENT GEN		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
5.	SN732205 REMARKS: SN732203	2022/06/27	NOTICE	\$2	GR8SPACE4U INC.	C
6.	SN732206	2022/06/27	CHARGE	\$1,300,000	GR8SPACE4U INC.	C
7.	SN761141 REMARKS: SN732203	2023/03/29	NOTICE	\$2	GR8SPACE4U INC.	C
8.	SN769243 REMARKS: CERTIFICATE OF PENDING LITIGATION	2023/06/13	APL (GENERAL)			C
9.	SN775314	2023/08/04	CONSTRUCTION LIEN	\$46,285		C
10.	SN782625	2023/10/19	CONSTRUCTION LIEN	\$474,038		C

AR



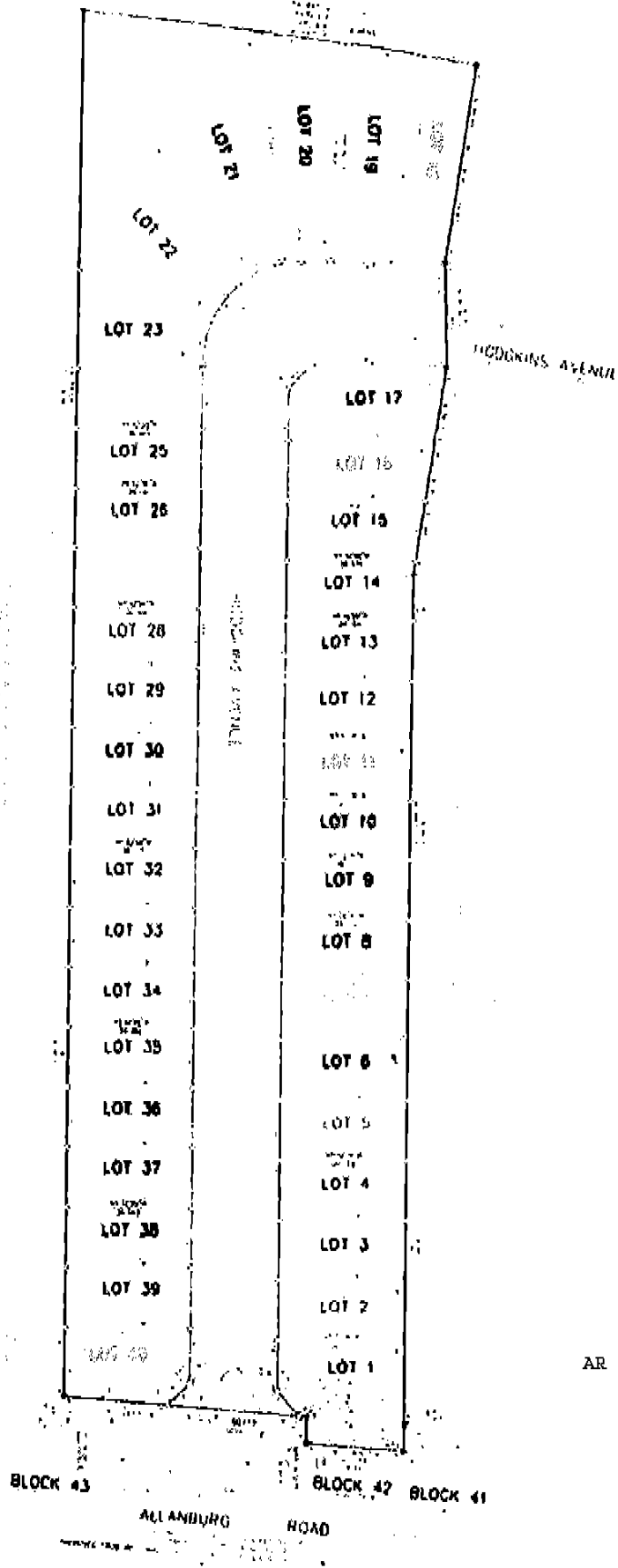
11.	SN783780 REMARKS: SN775312, SN775314, SN775315, SN775316	2023/10/30	CERTIFICATE			C
12.	SN786813	2023/11/28	CONSTRUCTION LIEN	\$35,650		C
13.	SN791062 REMARKS: CERTIFICATE OF ACTION SN782625	2024/01/16	CERTIFICATE			C
14.	SN791640	2024/01/23	CERTIFICATE			C
15.	SN800572 REMARKS: APPOINTING RECEIVER/ MANAGER	2024/05/03	APL COURT ORDER		ZEIFMAN PARTNERS INC.	C

AR



DocuSign Envelope ID: 18C8A4C1-A7DC-4F59-9D5F-CB2E59DB0205

Schedule 1st



Appendix "4"

**Zeifman Partners Inc., Court Appointed Receiver of
1703306 Ontario Inc. and R.O. Beam & Son Construction Limited
Interim Statement of Receipts and Disbursements
For the Period from April 26, 2024 to August 31, 2024**

	TOTAL
Receipts	
Receiver's Loan	\$ 300,000
Interest	667
Insurance Refund	181
Total Receipts	300,848
Disbursements	
Receiver's Fees	103,476
Insurance	31,017
Security	20,090
HST Paid	18,213
Repairs & Maintenance	11,496
Hillmount Loan Interest	6,779
Appraisal Fee	6,681
Utilities	1,788
Hillmount Loan Fees	1,770
Sub-Contractor Purchases	680
General Expenses	565
Filing fee	161
Bank charges	5
Total Disbursements	202,720
Ending Cash Balance	\$ 98,128

Appendix "5"

1703306 Ontario Inc.

Mortgage Discharge Statement as at September 24, 2024

Lots 1, 2, 3, 4, 5, 6, 10, 11, 15, 16, 17, 18, 36, 39 and 40, PLAN 59M501

Please be advised that the balance outstanding under the above mentioned mortgage loan is as follows:

	Total
Principal Balance	\$ 2,087,800.00
Interest - August 1 - 31, 2023	\$ 21,225.97
Interest - September 1 - 30, 2023	\$ 21,441.76
Interest - October 1 - 31, 2023	\$ 21,659.76
Interest - November 1 - 30, 2023	\$ 21,879.96
Interest - December 1 - 31, 2023	\$ 22,102.41
Interest - January 1 - 31, 2024	\$ 22,327.12
Interest - February 1 - 29, 2024	\$ 22,554.11
Interest - March 1 - 31, 2024	\$ 22,783.41
Interest - April 1 - 30, 2024	\$ 23,015.04
Interest - May 1 - 31, 2024	\$ 23,249.03
Interest - June 1 - 30, 2024	\$ 23,004.13
Interest - July 1 - 31, 2024	\$ 23,233.22
Interest - August 1 - 31, 2024	\$ 22,973.69
Interest - September 1 - 24, 2024	\$ 17,912.82
3 Months Interest	\$ 59,763.28
Draw Administration Fee	\$ 500.00
Missed Payment Fees (6)	\$ 3,000.00
Forced Placement Insurance	\$ 8,956.66
Lender Administration Fee re: default, liens, communication with lawyer, etc. (60 hours @ \$395/hour)	\$ 23,700.00
Mortgage Default Fee (for each act / proceeding instituted)	\$ 4,000.00
Wire Fee	\$ 90.00
Lender Appraisal Invoice (February 5, 2024)	\$ 1,243.00
Interest re: Lender Appraisal Invoice (February 5, 2024 - September 24, 2024)	\$ 90.46
Lender Legal Fees re: PPSA Renewal	\$ 144.26
Interest re: Legal Fees re: PPSA Renewal	\$ 5.61
Discharge Statement and Administration Fee (15 properties)	\$ 7,500.00
Total Owing - payable in certified funds **	\$ 2,506,155.69

You are hereby authorized and directed to make cheques payable as follows:

1. Hillmount Capital Inc.	\$ 2,506,155.69
2. Lawyer - Fogler Rubino LLP	\$ 135,455.78
TOTAL	\$ 2,641,611.47

Per diem interest - Hillmount Capital Inc. \$ 746.37

**** Certified funds required**

This Discharge Statement is valid until September 30, 2024.

Daily interest is due to and including day of receipt of funds by this office.

If funds are not received before 12:00 noon they MUST include per diem to the next business day.

FRIDAY DEADLINE: If not received before 12:00 noon MUST include per diem to the next business day.

DATED: September 11, 2024

Appendix "6"

Court File No. CV-24-00714813-00CL

ONTARIO**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

and

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

AFFIDAVIT OF ALLAN A. RUTMAN**(Affirmed September 10, 2024)**

I, **Allan A. Rutman**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am President of Zeifman Partners Inc. and, as such, have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Pursuant to the Order of the Honourable Justice Steele dated April 26, 2024 (the “**Receivership Order**”), Zeifman Partners Inc. was appointed as the receiver (the “**Receiver**”) over certain properties of 1703306 Ontario Inc. and R.O. Beam & Sons Construction Limited (the “**Debtors**”) pursuant to Section 101 of the *Courts of Justice Act* (Ontario) and section 243(1) of the *Bankruptcy and Insolvency Act* (Canada).

- 2 -

3. The total amount of professional fees being claimed for work performed by the Receiver for the period February 5, 2024 to August 31, 2024 inclusive (the “**Fee Period**”) is CAD \$136,061.25 plus disbursements of CAD \$1,492.32 plus Harmonized Sales Tax of CAD \$17,881.96 totalling CAD \$155,435.53. Attached hereto as **Exhibit “A”** to this Affidavit are true copies of all bills of costs rendered by the Receiver on a periodic basis during the Fee Period, inclusive of details of the individuals involved in the administration of the Debtors estate and the hours and applicable rates claimed. Attached hereto as **Exhibit “B”** to this Affidavit is a summary of the bills of costs.

4. Details of the activities undertaken and services provided by the Receiver in connection with the administration of the Debtor estate is described in the First Report to the Court of the Receiver.

5. In the course of performing its duties pursuant to the Receivership Order, the Receiver and its staff have expended a total of 272.50 hours during the Fee Period. Attached hereto as **Exhibit “C”** to this Affidavit is a schedule setting out the personnel involved in the administration of the Debtor estate and the hours and applicable rates claimed for the Fee Period.

6. The Receiver has not received any remuneration or consideration other than the amount claimed herein.

7. The hourly billing rates outlined in **Exhibit “C”** to this Affidavit are comparable to the hourly rates charged by Zeifman Partners Inc. for services rendered in relation to similar proceedings.

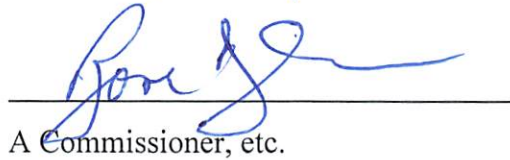
8. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

9. I verily believe that the fees and disbursements incurred by the Receiver were fair and reasonable in the circumstances.

- 3 -

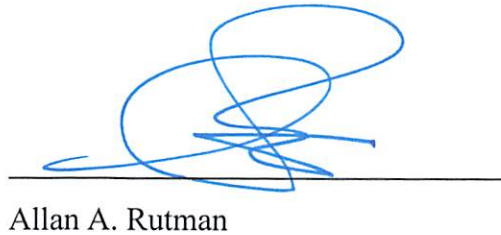
10. This Affidavit is sworn in support of the Receiver's request for approval of the Receiver's bills of costs rendered during the Fee Period, and for no other or improper purpose.

AFFIRMED BEFORE ME at the City
of Toronto, ON, on September 10, 2024.



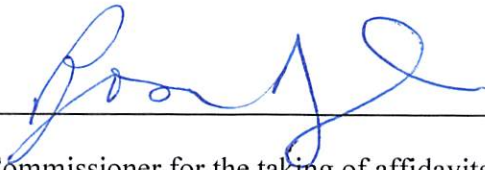
A Commissioner, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.



Allan A. Rutman

This is Exhibit "A" to the Affidavit of
Allan A. Rutman affirmed on September 10, 2024



A Commissioner for the taking of affidavits, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

Court File No.: CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED**

CLIENT #224466

INTERIM BILLING

INVOICE #42863

**To: Professional services rendered in respect of Court Appointed
Receivership of 1703306 Ontario Inc. and R.O. Beam & Son Construction
Limited from February 5, 2024 to May 31, 2024.**

Time Charges and Expenses:

A. Rutman, Partner	A.R.	35.00 hours @ \$725.00 per hour	\$ 25,375.00
S. Marwaha	S.M.	85.00 hours @ \$415.00 per hour	\$ 35,275.00
R. DaSilva	R.D.	3.00 hours @ \$290.00 per hour	\$ 870.00
Total fees			\$ 61,520.00
Miscellaneous disbursements (Ascend license fees, legal searches, etc.)			\$ 1,475.66
Subtotal			\$ 62,995.66
H.S.T.			\$ 8,189.44
Total Balance Due			\$ 71,185.10

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
2/5/2024	A.R.	0.50	Review documentation; email correspondence and call with Hillmount Capital re: file background.
2/8/2024	A.R.	0.50	Conference call with Hillmount Capital. Review various email correspondence and Affidavit of Y. Levinson.
2/9/2024	A.R.	0.50	Review various email correspondence and revisions to Y. Levinson Affidavit.
2/13/2024	A.R.	0.25	Review PPSA's. Execute consent to Act as Receiver.
2/13/2024	R.D.	0.25	PPSA search.
2/14/2024	A.R.	0.75	Engaged in numerous email correspondence with C. Francis. Review draft Order.
2/15/2024	A.R.	0.75	Various calls with C. Francis of Fogler and Hillmount Capital. Various email correspondence re: draft Order.
2/21/2024	A.R.	0.50	Email correspondence with S. Marwaha re: court hearing. Various email correspondence with Y. Levinson and C. Francis re: stay on the lien actions and court hearing.
2/23/2024	A.R.	0.25	Email correspondence with Hillmount Capital and counsel re: court date scheduled.
3/4/2024	A.R.	0.50	Reviewed and engaged in various email correspondence with counsel re: Derek Schmuck's request for separate accounts for each lot, lien claims and draft order. Call with Y. Levinson
3/4/2024	S.M.	0.25	Correspondence with Security vendors for quotes:
3/5/2024	A.R.	0.25	Review email correspondence from C. Francis re: amended Court Order.
3/6/2024	A.R.	0.25	Review correspondence from H. Korosis re: financing; review comments from Foglers and Hillmount re: same.
3/7/2024	A.R.	0.50	Review correspondence from Hillmount to investors re: update.

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
3/8/2024	S.M.	0.50	Phone and email correspondence with security services vendors and A. Rutman.
3/11/2024	A.R.	0.50	Review Application material. Call with Y. Levinson re: update. Reviewed various email correspondence from Hillmount and C. Francis.
3/11/2024	S.M.	0.75	Correspondences with local security firms and solicited quotes and summarized and sent to A. Rutman.
3/12/2024	A.R.	0.500	Attend Application court hearing. Call with Y. Levinson re: update. Email correspondence with S. Marwaha re: update on hearing.
3/13/2024	A.R.	0.75	Engaged in various email correspondence with C. Francis and J. Fried re: potential receivership, financing and Hillmount - HST issues. Email correspondence with D. Posner re: HST issues.
3/15/2024	A.R.	0.25	Review update from C. Francis re: response from A. Verrilli on purchasers for three completed homes.
3/15/2024	S.M.	0.25	Correspondence with Security Vendors.
3/19/2024	A.R.	0.25	Review email correspondence from C. Francis re: APS for Lot 4 and amendment to Lot 1 from A. Verrilli.
3/21/2024	A.R.	0.25	Review memorandum from S. Marwaha re: Hillmount HST issue and Abacus Consulting report.
3/21/2024	S.M.	2.50	Review and performed analysis for Consultant's report and drafted memo on analysis and sent to A. Rutman for review.
3/26/2024	A.R.	0.75	Attend motion; review various email correspondence from C. Francis. Review draft Affidavit. Reviewed email correspondence and endorsement granting further adjournment; email exchange with C. Francis and J. Fried re: same.
4/2/2024	A.R.	0.25	Email correspondence with Hillmount Capital and counsel re: second mortgagee agreeing to Sure Capital terms and expected adjournment.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
4/5/2024	A.R.	0.5000	Engaged in various email correspondence with counsel and Hillmount re: update; review various documents and Endorsement. Review email correspondence from C. Francis re: chronology of events. Call with Hillmount Capital.
4/9/2024	S.M.	0.25	Correspondence with Security Services Firm.
4/15/2024	A.R.	0.25	Review various email correspondence from C. Francis re: update and CRA lien.
4/16/2024	A.R.	0.25	Email correspondence and call with C. Francis re: CRA tax lien.
4/17/2024	A.R.	0.50	Review various correspondence from Hillmount and counsel re: lots registered with Tarion.
4/18/2024	A.R.	0.50	Review and various email correspondence with counsel re: tax lien claim.
4/18/2024	S.M.	1.25	Review of proof of claim and provided comments and drafted detailed email and sent to Creditor and counsel.
4/19/2024	A.R.	1.00	Review Hillmount low to high analysis; email exchange with S. Marwaha re: same. Review various email correspondence from counsel. Review Affidavit of Y. Levinson.
4/19/2024	S.M.	1.50	Review of Supplementary Affidavit and suggested comments and sent to A. Rutman for review. Review of Cost analysis worksheet by Hillmount and provided comments and sent to A. Rutman for review.
4/21/2024	A.R.	0.50	Email exchange with Y. Levinson and C. Francis re: draft order, HST issues, source deductions, CRA and RO beam debts.
4/22/2024	A.R.	0.50	Review email correspondence from various parties re: attendance at hearing.
4/25/2024	A.R.	0.50	Review various email correspondence from Hillmount Capital and counsel re: additional court material, HST issue and bankruptcy option.

Page 5

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
4/26/2024	A.R.	1.50	Attend Zoom court hearing. Review email correspondence from C. Francis re: source deductions indebtedness. Various email correspondence with counsel and Hillmount Capital. Review CRA HST Audit statement. Call with Y. Levinson. Review email correspondence from D. Falcone re: appraisal contact. Review insurance policies. Email correspondence with M. Edmonds re: appointment and site visit.
4/26/2024	S.M.	0.75	Correspondence with A. Rutman and M. Edmonds for appointment and preliminary discussion on file.
4/28/2024	A.R.	0.75	Various email correspondence with staff re: appointment, new bank account and Receiver's Certificate. Email correspondence to Hillmount re: interest rate. Email correspondence with C. Francis re: signed order, obtaining approvals, site visit and determining who is living in the homes at present. rent collection and determining what parties are interested in closing and on what terms.
4/29/2024	R.D.	1.00	Banking administration.
4/29/2024	S.M.	3.75	Correspondence with R. DaSilva re: Receiver Certificate and setup of file in ascend and bank account: Attended Meeting with M. Edmonds: Drafted Detailed checklist of information and documentation request and sent to M. Edmonds via email.
4/30/2024	S.M.	7.50	Travel to and from property site and attended in person meeting and tour of property with site supervisor and meeting with M. Edmonds, took photos and videos for properties, setup security measures, conservative measures and appointments for local correspondent: Setup file with R. DaSilva.
5/1/2024	A.R.	1.50	Review email correspondence from S. Marwaha re: meeting with Mike Edmonds and information request. Email correspondence and call with S. Marwaha re: update on various matters. Email correspondence to J. Fried re: registering of Court Order. Review correspondence re: insurance coverage on properties and adding Receiver on Policy.

Page 6

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
5/1/2024	S.M.	3.25	Correspondence with M. Edmonds regarding pending request for information and documentation: Review of Insurance Coverage for the Lots and correspondence with Insurance Broker regarding appointment and requesting information, documentation and confirmation of Risk Coverage in effect on Lots: Attended Meeting with Realtor for discussion for engagement and to solicit proposal for listing services re: Tony Chawla: Correspondence with A. Rutman re: update on file and activities performed by Receiver: Correspondence with A. Belza to solicit proposal for Insurance Risk Coverage for Properties.
5/2/2024	A.R.	1.00	Review and engage in various email correspondence with S. Marwaha and M. Sirignano re: insurance policy. Email correspondence with Hillmount Capital re: advance. Review update from S. Marwaha re: requested information from M. Edmonds and correspondence to counsel re: status of two constructed houses and sales process.
5/2/2024	R.D.	0.75	Banking administration. Update Statement of Receipts and Disbursements.
5/2/2024	S.M.	3.25	Correspondence with M. Sirignano, A. Belza, Hub International, A. Rutman and M. Edmonds to compile necessary information and documentation to get insurance risk coverage on the properties and to issue cheque for payment: Correspondence with M. Edmonds re: pending information and documentation request: Correspondence with C. Francis re: Motion materials and records: Correspondence with C. Lundy to advise for receivership and solicit and confirm interest from the parties as communicated previously by him: Reviewed the documentation and information for occupants and agreements in place for Lot 4 and 36 and drafted detailed update memo and sent to A. Rutman & C. Francis along with backups for review and attended discussion with A. Rutman: Review of documentation provided by Debtor per request and correspondence with M. Sirignano re: existing General Liability Coverage on Lots and requested cancellation & refund of premium for the component of insurance covered in the new insurance policy taken for the Lots.

Page 7

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
5/3/2024	A.R.	1.75	Email correspondence re: scheduling of call with C. Francis. Review creditor listing. Engaged in numerous email correspondence with S. Marwaha, C. Francis and J. Fried re: status of 2 fully constructed houses, buyers, demanding rent payments, vacancy, appraisals and sale process. Discussion with S. Marwaha re: update on site activity.
5/3/2024	S.M.	6.25	Correspondence with M. Sirignano re: Insurance paperwork and finalization: Correspondence with D. Godin re: job work to be done on site re: water pumping from basement, locks replacement and roof coverage: Review of information and documentation provided by Debtor and setup of file in Ascend and requested completed information and documentation for the creditors: Travel to & from to the Properties, appointed local correspondent, inspected the properties, took photo and videos for records: Solicited Proposals and had in-person visits from Tradesman for quotation for services to be performed on the property re: conservation and security measures.
5/5/2024	A.R.	1.00	Reviewed and engaged in various email correspondence with counsel re: obtaining independent legal opinion, various property issues, buyers, occupancy agreements and agents.
5/6/2024	A.R.	1.50	Call with C. Francis and S. Marwaha. Review correspondence re: insurance quote. Various email correspondence with S. Marwaha re: appraisers and realtors. Email correspondence with Hillmount Capital re: consultant report re: estimate completion percentages on partially complete homes. Review inspection reports and comparables. Various email correspondence with counsel re: update and email correspondence from Y. Levinson re: C. Lundy, mortgage broker.
5/6/2024	S.M.	5.50	Review and Correspondence with A. Rutman re: quotes received from Tradesman for job work to be performed on the properties: Correspondence with A. Garibaldi re: quote for work to be performed on site: Correspondence with M. Sirignano re: payment to be issued for Insurance: Attended Update meeting with Counsel and A. Rutman for next steps on file and ongoing issues: Correspondence and solicitation of proposal of Listing Services for property

Page 8

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			from J. Brown, A. Harrari, Remax Niagara Realty, Falls Royal Lepage, Savemax: Correspondence and solicitation of proposal of appraisal Services for property from S. Jugovic and P. Delsordo: Review of listing of a property on MLS by Realtor and correspondence with Realtor to delete the listing of property under Receivership.
5/7/2024	A.R.	0.50	Email correspondence with S. Marwaha re: update on discussions with realtors and listing agreement. Review email correspondence from C. Francis to Chopra Law re: potential purchaser. Review email correspondence from S. Marwaha re: update on various lots. Review correspondence from C. Francis re: occupancy of lots and vacancy of property.
5/7/2024	S.M.	3.50	Correspondence with A. Garibaldi, A. Rutman re: finalizing the quote and for work to be performed on site: Correspondence with M. Edmonds re: enquiry for communications sent to Tradesman and stakeholders: Correspondence with Realtor - J. Brown and scheduled in-person visit with local correspondent to assess properties and to provide proposal for listing services: Correspondence and attended meeting with A. Rocca - Appraiser to solicit proposal for Appraisal for properties: Attended call and correspondence with Realtor - A. Venneri who was original listing agent for the properties sold to Prospective Buyers and drafted memo on the information and documentation provided and sent to A. Rutman for review: Requested additional information and documentation from A. Venneri re: APS for properties and information on activities on project: Finalized the contract for services with A. Garibaldi and scheduled appointment with local correspondent for tasks to be performed on Properties: Correspondence with M. Sirignano re: Insurance Policy coverage and confirmation of receipt of wire payment: Conducted PPSA Search and setup creditor listing for files: Correspondence with C. Edmonds to request missing contact details for creditors and APS documents: Review of APS for Lot 1 and 36 and clarification for commercials with A. Venneri.
5/8/2024	A.R.	1.50	Email exchange with Hillmount re: update on Receivership proceedings, realtors and appraisers, maintenance and occupant issues. Email correspondence with S. Marwaha

Page 9

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			re: appraisal quotes and Draft Notice and Statement of Receiver and Notice to Homebuyers. Various email correspondence with Foglers re: vacant possession of Lot 4.
5/8/2024	S.M.	3.00	Review of the Motion Material and setup of Creditor details on Ascend: Drafted Prelim Notice and Statement of Receiver and Letter to Original Prospective buyers of Lots to be sent by Receiver and sent to A. Rutman for review comments: Setup Case File on Website: Review and analysis of commercials with Original APS with buyers and occupants for Lot 1 and Lot 36 and discussion and review of update on matter with actions conducted by Lawyers currently on these lots with A. Rutman: Review of Appraisal received from A. Rocca and forwarded with comments to A. Rutman: Correspondence with A. Venneri re: copy of extension of closing documents and status of Lot 1 and Lot 36 including commercials: Correspondence with C. Francis re: Title Search, mortgages and liens registered on Lots and confirmation of up to date Title Search on Property: Review of Notice for Entrance Doors for Property: Review and Discussion for request for update of activities of Receiver on file.
5/9/2024	A.R.	1.75	Call with J. Fried. Various email correspondence with Foglers. Review amended Notice of Receiver; email correspondence with S. Marwaha re: same. Email correspondence and review of memorandum from S. Marwaha re: update on Receiver's activities; provide comments; email memorandum to Hillmount. Engaged in various email correspondence with Foglers re: matters relating to purchase of properties, extension agreements and vacating issues.
5/9/2024	S.M.	1.25	Email Correspondence with Realtors for Soliciting Proposal for Listing Services. Amended Notice and Statement of Receiver per comments and sent to A. Rutman for review and finalization.
5/10/2024	A.R.	1.25	Engaged in numerous email correspondence with C. Francis re: sale and commission issues and related case law. Reviewed and engaged in various email correspondence with C. Francis re: lease amending agreement; provide comments. Email correspondence with S. Marwaha re: appraisal quote.

Page 10

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
5/10/2024	S.M.	3.00	Review and soliciting proposals from Appraisers: Review of various documentations for finalization for list of Creditors for setup in Ascend and correspondence with C. Francis regarding existing Sales Agreement for Properties and their implications per recent judgement: Correspondence with S. Jugovic for appointment for task for Appraisal of the property:
5/12/2024	A.R.	0.25	Email correspondence to S. Marwaha.
5/13/2024	A.R.	1.00	Review correspondence to Chaitons. Review various correspondence re: purchasers and occupancy agreement, utilities and taxes. Review occupancy agreement. Various email correspondence with S. Marwaha re: draft letter to Chaitons and Realtors Solicitation Summary.
5/13/2024	S.M.	2.75	Finalized and Mailed the copy of Notice and Statement of Receiver to Creditors and OSB: Review and correspondence with A. Rutman re: retainer with Lawyer of the Debtor: Draft letter to be sent to Chaitons and sent to A. Rutman for review and post finalization sent to Chaitons: Correspondence with Insurance Broker re: Insurance Policy for Properties: Correspondence with AAEH Security re: payment of Invoice: Correspondence with Realtors re: listing services for properties: Email with initial buyer of Lot 4 to confirm interest for purchase: Correspondence with A. Rutman re: update on the finished home sales agreement with original purchaser and utilities setup: Email Correspondence with C. Edmonds re: follow up request for utilities information and documentation.
5/14/2024	A.R.	1.25	Meeting with S. Marwaha re: realtors expressing interest in listing. Review correspondence from counsel re: various purchaser issues. Review various correspondence from A. Garibaldi re: repairs required for various lots and quote. Review proposal from Boldt Realty. Email correspondence with Hillmount Capital re: insurance coverage.
5/14/2024	S.M.	1.50	Correspondence re: planning call with A. Rutman: Correspondence with A. Venneri, Diane Walker, Golfi Team, Dan Holmes re: listing services: Correspondence with A. Rutman and secured creditor re: insurance policy coverage and term period:

Page 11

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
5/15/2024	A.R.	0.50	Various email correspondence re: purchaser of lots, deposit and vacancy issues.
5/15/2024	S.M.	1.25	Correspondence with S. Chopra re: purchase of the Lot 1 for his client and updated A. Rutman via email: Correspondence with D. Godin re: interest for purchase of property: Review and sent copy of Insurance Policy to Secured Creditor for Lot 1: Correspondence with OSB re: Issued Certificate of Estate Numbers.
5/16/2024	A.R.	0.25	Email correspondence to Hillmount Capital re: insurance renewal.
5/16/2024	R.D.	0.50	Banking administration. Update Statement of Receipts and Disbursements.
5/16/2024	S.M.	1.75	Correspondence with R. DaSilva re: Estate Number Certificates: Correspondence with Insurance Broker: Correspondence with Realtors re: soliciting proposal for listing services: Correspondence with Appraiser to schedule the visit to occupied homes: Correspondence with Security Firm re: payment issued:
5/17/2024	S.M.	2.75	Correspondence with Realtors re: Listing of the Properties and scheduling visit: Correspondence and review of new insurance policy binding documents and execution:
5/21/2024	A.R.	0.25	Email correspondence to C. Francis re: purchaser issues, listing of properties and vacancy of occupants.
5/21/2024	S.M.	3.50	Review and confirmation of query from Security Firm re: the activity update on site: Review and correspondence for query from creditors re: Claim amount on Statement of Receiver: Correspondence with Realtors re: proposal for listing services and scheduling visit on-site: Correspondence with new security firm to finalize terms, agreement and replacement for security services in place of existing: Correspondence with Appraiser and C. Francis to schedule visit on site and the occupied homes: Drafted Trespass Letter and sent to local correspondent for sticking on doors of properties: Correspondence with C. Edmonds re: CRA Business Number of entities: Correspondence with AAEH for termination of Security Services Agreement and replacement with new firm.

Page 12

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
5/22/2024	A.R.	0.50	Email correspondence and meeting with S. Marwaha re: update on work being done and listing proposals. Email correspondence with C. Francis re: purchaser issues and access to premises.
5/22/2024	S.M.	2.50	Correspondence with Realtors re: proposals for listing of properties: Update discussion correspondence with A. Rutman for tasks on file: Correspondence with Security Firm for finalized signed copy of contract: Correspondence with C. Francis re: scheduling visit on occupied homes by Appraiser: Correspondence with Lot 4 occupant to schedule visit by Appraiser.
5/23/2024	A.R.	0.25	Review various email correspondence from C. Francis, J. Chopra and S. Marwaha re: occupation rent of lot 36. Call with J. Freitich.
5/23/2024	S.M.	2.00	Correspondence with A. Garibaldi re: proposal for work to be performed on properties: Correspondence with C. Francis, S. Jugovic and T. James for cancellation of scheduled visit of appraiser: Correspondence with Realtors re: listing services for properties.
5/24/2024	A.R.	0.25	Email exchange with S. Marwaha re: comments to purchase price and deposits on lot 1 and 36.
5/24/2024	S.M.	2.25	Correspondence with C. Edmonds re: Building Permits and House Plans: Correspondence with Realtors re: Listing of Properties: Correspondence with counsel of Initial Purchaser of Lot 1 for purchase of property and discussion with A. Rutman and sent counter-offer: Correspondence with Creditor - Canadian Door Doctor's counsel re: discussion of query for claims listed on Statement of Receiver:
5/25/2024	S.M.	1.75	Meeting with Realtor - Savemax and occupants of Lot 36 on site and discussion for next steps.
5/27/2024	A.R.	1.00	Call with Y. Levinson re: update. Various email correspondence with C. Francis re: agreement with Lot 36 tenant.
5/27/2024	S.M.	3.50	Correspondence with Realtors re: listing services proposal and shared documents re: properties post completion of

Page 13

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			NDA: Correspondence and solicitation of proposals from Roofing Contractors for Roof on Lot 15: Correspondence with LOT 1 Initial purchaser's counsel re: update on offer of sale: Correspondence with A. Garibaldi and other contractors for proposals for roof and other tasks to be performed on properties: Drafted letters and sent to Utilities provider to update the account under Receiver's name: Correspondence with Appraiser to schedule visit and update on report for properties.
5/28/2024	A.R.	0.75	Review correspondence from C. Francis re: Lot 36 Interim Occupancy Agreement, vacancy of premises and request for accounting of funds held by M. Liddard, CRA claim and scheduling of inspection. Review correspondence from C. Francis re: CH Plumbing Certificate of Action and Statement of Claim. Email exchange with S. Marwaha re: realtor proposals update.
5/28/2024	R.D.	0.50	Banking administration. Update Statement of Receipts and Disbursements.
5/28/2024	S.M.	3.00	Review of Termination Agreement with Lot 36 and sent comments to Counsel: Correspondence with Realtors for listing services proposal for properties: Correspondence with Appraiser and counsel to schedule visit to the occupied houses for appraiser's appraisal report: Correspondence with A. Rutman re: Listing Proposals from Realtors: Email Correspondence with counsel of GR8SPAEC4U Inc. re: query for the status update on file.
5/29/2024	A.R.	0.75	Review various email correspondence from counsel re: accessing premises for appraisers and CRA claim of funds held by M. Liddard. Review email correspondence update on sale of Lot 1 and email correspondence from S. Chopra. Various email correspondence with S. Marwaha re: realtor proposals and access to premises for appraisals and roof quotes.
5/29/2024	S.M.	3.75	Compiled the Proposals from Realtors in excel summary and sent to A. Rutman for review: Correspondence with Realtors re: listing proposal for properties: Correspondence with S. Chopra re: updated on offer to purchase Lot 1 by his client: Correspondence with query from creditor/stakeholders of companies re: receivership process:

Page 14

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			Review and finalized contract for Lot 15 Roof Repair and correspondence with Contractor for performance of the service: Correspondence with A. Rutman re: query from counsel of second mortgagor on properties: Correspondence with Counsel and Appraiser for schedule visit of appraiser to Lot 36: Drafted E-mail with Detailed Tasks update on file to be sent to counsel of second mortgagor and sent to A. Rutman for review.
5/30/2024	A.R.	0.25	Review correspondence from counsel of GR8SPACE4U INC and request for update.
5/30/2024	S.M.	2.50	Sent E-mail with Detailed Tasks update on file to counsel of second mortgagor per request: Email Correspondence re: Utilities Account with City of Thorold and banking and issue payment for accounts for fully completed houses: Correspondence with Roofing Contractor re: discussion for tasks logistics: Correspondence with Security Firm who submitted proposal: Correspondence with AAEH Security re: Payment issued by cheque.
5/31/2024	A.R.	0.25	Email correspondence with S. Marwaha re: update on proposals. Review email correspondence from tenant re: appraiser attendance.
5/31/2024	S.M.	2.00	Correspondence with C. Giancola for listing for the property under receivership hosted on MLS by another agent and wrote to the agent to delete the listing via email request: Correspondence with A. Rutman re: proposals from Realtors: Correspondence with Realtors re: proposal for listing services: Correspondence with Appraiser re: schedule visit and contact details for local correspondent.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\1703306 ontario inc.-ro beam and son\billings\invoice 42863 - may 2024.docx

Court File No.: CV-24-00714813-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE RECEIVERSHIP OF
1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

CLIENT #224466

INTERIM BILLING

INVOICE #42894

To: Professional services rendered in respect of Court Appointed
Receivership of 1703306 Ontario Inc. and R.O. Beam & Son Construction
Limited from June 1, 2024 to June 30, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	12.00 hours	@	\$725.00	per hour	\$	8,700.00
S. Marwaha	S.M.	30.75 hours	@	\$415.00	per hour	\$	12,761.25
A. Palmer	A.P.	0.25 hours	@	\$290.00	per hour	\$	72.50
R. DaSilva	R.D.	3.00 hours	@	\$290.00	per hour	\$	870.00
Total fees							\$ 22,403.75
Miscellaneous disbursements (Ascend license fees, legal searches, etc.)							\$ 8.82
Subtotal							\$ 22,412.57
H.S.T.							\$ 2,913.63
Total Balance Due							\$ 25,326.20

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
6/3/2024	A.R.	1.50	Review email correspondence from S. Marwaha re: summary of Realtor's Proposal; review same and meeting with S. Marwaha to discuss. Email exchange with S. Marwaha re: scheduling of meeting with M. Emonds. Email correspondence with S. Marwaha re: scheduling of call with auctioneers. Various email exchange with C. Francis re: potential payout of Hillmount and update on receivership.
6/3/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
6/3/2024	S.M.	2.50	Correspondence with Enbridge re: setup of Utilities Accounts; Email correspondence with D. Stefeles Re: Listing Agreements; Email correspondence with M. Edomnds re: query for acquisition of property; Review & analysis for listing quotes received from listing brokers; Updated the Excel summary re: listing brokers quotation for listing services for property.
6/4/2024	S.M.	1.75	Attended Follow up Interview Call/Meeting with Realtors for clarification for quotes for listing services for properties.
6/5/2024	A.R.	0.50	Review correspondence from C. Francis in response to McKenzie Lake Lawyers re: costs to date and payout. Email correspondence to S. Marwaha re: listing of properties.
6/5/2024	S.M.	1.75	Correspondence with Appraisal re: update on timelines for completion of report. Correspondence with Lawyer of Lot 36 occupant and appraiser re: photos not to be attached in the report. Correspondences with various Realtor firms re: update on listing proposals and clarification on follow up questions.
6/6/2024	S.M.	1.75	Email correspondence with S. Chopra re: update on purchase of Lot 1; Correspondence with Tdot Roofers re: update on task for roofing of under constructed homes. Correspondence with various Realtors re: evaluation of listing proposals. Correspondence with Enbridge re: setup of account. Correspondence with C. Emonds re: request for books & records.

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
6/7/2024	A.R.	1.00	Email exchange with S. Marwaha and C. Francis re: Lot 1 Original Purchaser backing out of purchase and request for Termination Letter. Review summary of realtor proposals; meeting with S. Marwaha to discuss. Review listing proposal from Gobindpaul Singh.
6/7/2024	S.M.	2.75	Correspondences with various Realtors re: evaluation of listing proposals: Correspondence with S. Chopra re: interest from client for acquisition for Lot 1: Final review and discussion with A. Rutman and Realtors for Listing of properties:
6/10/2024	A.R.	1.25	Review various email correspondence re: draft occupancy agreement of Lot 36. Review update memorandum from S. Marwaha re: Receiver's activities; provide comments. Email exchange with J. Fried re: Loopstra Nixon LLP quote for opinion. Call with C. Francis and various email correspondence re: Lot 4 and 36 issues. Various email correspondence with S. Marwaha re: listing proposals.
6/10/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
6/10/2024	S.M.	3.25	Correspondence with S. Sharma re: Invoice for Services: Correspondences with AAEH Security re: Invoice Payment: Discussion with A. Rutman re: proposal solicitation from Realtors. Correspondence with C. Francis to schedule visit from Realtors for occupied homes: Correspondence with S. Jugovic re: appraisal report: Correspondence with D. Stefeles re: scheduling visit to occupied homes: Correspondence with M. Emonds and C. Emonds re: CRA Business Number and books & records: Correspondence with R. Grocholsky re: listing agreement: Correspondence with C. Francis re: update on Lot 4 vacancy agreement status: Drafted Receiver's update Memo for Secured Creditor and sent to A. Rutman for review:
6/11/2024	A.R.	0.75	Review various email correspondence re: listing agent's access to Lot 4. Review revised draft memorandum re: Receiver's Activities; provide comments to S. Marwaha. Email correspondence to Hillmount Capital re: update on Receiver's activities and updated Statement of Receipts and

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			Disbursements. Review correspondence from S. Marwaha re: listing agent and appraiser.
6/11/2024	S.M.	2.50	Amended and finalized Receiver's Memo for update on Activities and sent to A. Rutman: Correspondence with D. Stefels and C. Franics re: finalizing the listing agreement: Correspondence with A. Rutman re: comments on Termination Agreement for Lot 4 Occupant: Correspondence with Lot 4 Occupant re: Vacancy of house:
6/12/2024	S.M.	0.75	Correspondence with M. Sirignano re: Insurance Policy for Properties: Email Authorization provided to R. Grocholsky re: contact with Town to access information for properties: Correspondence with Lot 4 Occupant re: schedule visit of Realtor:
6/13/2024	S.M.	0.75	Email correspondence with Enbridge re: utilities account setup: Drafted letter for setup of RT 0002 Account and sent to CRA and attended discussion for update on file:
6/14/2024	A.R.	0.50	Review appraisal. Review email correspondence from C. Francis re: purchaser vacating premises with return of deposit.
6/14/2024	S.M.	0.50	Email correspondence with S. Jugovic re: billing and update on final appraisal report: Email correspondence with Lot 4 occupant re: vacancy of house:
6/17/2024	A.R.	0.50	Email correspondence with C. Francis re: occupancy tenant agreement and rent. Engaged in email correspondence with Foglers and S. Marwaha re: update on revised listing agreements.
6/17/2024	S.M.	0.75	Email with C. Francis re: HST treatment on sale of properties: Email correspondence with A. Rutman re: HST: Email correspondence with C. Emonds re: books & records:
6/18/2024	A.R.	1.25	Call with J. Fried. Conference call with counsel and S. Marwaha. Email correspondence with Hillmount Capital re: Receiver's Advance. Reviewed and engaged in email correspondence re: tenant issues and agreement with Lot 36 tenant. Email correspondence with S. Marwaha re: opening of HST account and finalizing of listing agreements.

Page 5

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
6/18/2024	R.D.	1.50	Banking administration. Update Statement of Receipts and Disbursements.
6/18/2024	S.M.	1.75	Email correspondence with C. Emonds re: books & records and bookkeeper details: Email correspondence with R. DaSilva re: banking: Drafted update email and sent to H. Korosis re: Receiver's activities: Email correspondence and discussion with A. Rutman re: request for extension from Lot 36 Occupant and comments on draft Termination Letter: Email correspondence with T. James re: vacancy and keys handover: Scheduled Lock Changes, Security and Local Correspondent for handover of keys to take possession of property:
6/19/2024	A.R.	0.50	Review email correspondence re: Agreement with Lot 36. Email correspondence with counsel and S. Marwaha re: matter relating to Lot 36 and updated listing agreements.
6/19/2024	S.M.	2.00	Review draft Listing Agreement from Counsel and send comments: Email Correspondence with R. Grocholsky re: listing agreement: Email correspondence with F. Kasowski re: change of locks task: Email correspondence with D. Stefels re: listing prices on properties and agreements:
6/20/2024	A.R.	1.00	Reviewed and engaged in various Email correspondence re: Agreement with Lot 36. Email correspondence with S. Marwaha re: proposed listing period. Reviewed and executed Listing Agreements with Royal LePage; email correspondence with S. Marwaha re: same.
6/20/2024	R.D.	0.75	Banking administration. Update Statement of Receipts and Disbursements.
6/20/2024	S.M.	1.00	Correspondence with R. Grocholsky re: listing of properties and pricing of properties: Correspondence with R. DaSilva re: Listing Agreement markup and amendment per comments from counsel: Finalized Listing agreement for property with R. Grocholsky and sent to A. Rutman for review and signatures:
6/21/2024	A.R.	1.00	Email exchange with S. Marwaha re: status of listing agreements. Email exchange with D. Stefels of Royal LePage re: comments to listing agreements. Email correspondence to S. Marwaha re: comments.

Page 6

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
6/21/2024	S.M.	2.25	Email correspondence with Dan Stefels and marked up with amendments to listing agreements and sent for review and execution and amendments to all the agreements: Email with A. Rutman for update on listing agreements: Email with R. Grocholsky re: listing agreements: Email with Lot 36 occupant to make intros with Listing Broker: Email to C. Emonds to request books & records:
6/23/2024	A.R.	0.50	Review Royal LePage comments to listing agreement; email correspondence to Foglers re: same and request for call to discuss.
6/24/2024	A.R.	0.75	Email correspondence with Hillmount Capital re: Phase One on properties. Review correspondence re: comments to listing agreements and purchase and sale agreement. Review correspondence from M. Emonds re: getting Hodgkins back, having funds in place and process. Email correspondence with S. Marwaha re: realtors.
6/24/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
6/24/2024	S.M.	1.75	Email correspondence with A. Rutman re: update on various tasks on file: Email with R. Grocholsky re: handover of keys. Email and phone Correspondence with D. Stefels re: listing agreements. Email correspondence re: queries from M. Emonds on file: Banking with R. DaSilva:
6/25/2024	A.R.	1.00	Reviewed and engaged in various email correspondence with Foglers and S. Marwaha re: listing agreement and Agreement of Purchase and Sale. Call with J. Fried to discuss. Email correspondence with S. Marwaha re: memo for prospective buyers and feedback.
6/25/2024	S.M.	1.75	Email correspondence with C. Giancola, D. Stefels and Counsels re: executed listing agreements:
6/26/2024	A.P.	0.25	May 2024 bank reconciliation.
6/26/2024	S.M.	0.50	Finalized and executed listing agreements with D. Stefels and sent via email:

Page 7

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
6/27/2024	S.M.	0.50	Email correspondence with M. Emonds and C. Emonds re: request for books & records, and provide details for listing brokers:
6/28/2024	S.M.	0.25	Email correspondence with Enbridge re: Utilities Setup:

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\1703306 ontario inc.-ro beam and son\billings\invoice 42894 - june 2024.docx

Court File No.: CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED**

CLIENT #224466

INTERIM BILLING

INVOICE #42900

**To: Professional services rendered in respect of Court Appointed
Receivership of 1703306 Ontario Inc. and R.O. Beam & Son Construction
Limited from July 1, 2024 to July 31, 2024.**

Time Charges and Expenses:

A. Rutman, Partner	A.R.	8.75 hours @ \$725.00 per hour	\$ 6,343.75
S. Marwaha	S.M.	26.50 hours @ \$415.00 per hour	\$ 10,997.50
A. Palmer	A.P.	0.25 hours @ \$290.00 per hour	\$ 72.50
R. DaSilva	R.D.	2.25 hours @ \$290.00 per hour	\$ 652.50
Total fees			\$ 18,066.25
Miscellaneous disbursements (Ascend license fees, legal searches, etc.)			\$ 1.96
Subtotal			\$ 18,068.21
H.S.T.			\$ 2,348.87
Total Balance Due			\$ 20,417.08

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
7/2/2024	S.M.	0.25	Correspondence with R. DaSilva re: banking: Email correspondence with C. Edmonds re: request for books & records.
7/3/2024	S.M.	0.25	Review of email and correspondence for email query from S. Chopra.
7/4/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
7/4/2024	S.M.	0.50	Correspondence with A. Rutman re: APS package from Foglers: Email correspondence with Enbridge re: request for setup of accounts and various queries re: engagement: Correspondence with D. Godin re: sales package for properties: Correspondence with F. Kasowski re: disbursement for services.
7/5/2024	A.R.	0.25	Email exchange with Hillmount Capital re: status update on Receivership and sale.
7/5/2024	S.M.	0.50	Correspondence with Enbridge re: setup of accounts: Review and Correspondence via email for letters for amounts owed sent by City of Thorold for Water.
7/8/2024	A.R.	0.25	Email correspondence with J. Fried re: status of Agreement and Purchase and Sale and schedules. Email correspondence with S. Marwaha. Email correspondence with Hillmount Capital re: update on sale process.
7/8/2024	R.D.	0.75	Banking administration. Update Statement of Receipts and Disbursements.
7/8/2024	S.M.	0.75	Review of Invoices from Water Clerk and email correspondence to advise of Court Receivership and request to split the invoices for debts for Receivership period: Email correspondence with A. Rutman re: APS and Schedules from Foglers.
7/9/2024	A.R.	0.50	Email exchange with J. Fried re: update on Agreement of Purchase and Sale and Schedules. Email correspondence with A. Slavens and request to be added to service list and scheduling of call; forward to C. Francis.

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
7/10/2024	A.R.	0.50	Engaged in numerous email correspondence with J. Fried, C. Francis and S. Marwaha re: amended Agreements and Schedules, sale of lots and matters relating to Tarion. Email correspondence with S. Marwaha re: update on Agreement of Purchase and Sale and realtors.
7/10/2024	S.M.	0.25	Email correspondence with A. Rutman re: APS and Schedules.
7/10/2024	S.M.	0.25	Email correspondence with realtors re: update on timelines for Schedules and APS.
7/11/2024	A.R.	1.00	Reviewed and engaged in email correspondence with Foglers re: report for under construction homes, amended Agreement of Purchase and Sale and Schedules, Tarion, appraisal and providing excerpt from appraisal to Adam Slavens.
7/11/2024	S.M.	1.00	Email correspondence and phone correspondence with Realtor and A. Rutman to confirm use of Data Room and NDA for Properties Listings: Review of Appraisal for Completion Stage information and exported relevant parts to document and sent to C. Francis and A. Rutman.
7/12/2024	A.R.	1.00	Various email correspondence with counsel and S. Marwaha re: sale of lots, post-closing adjustments and use of data room during offering process.
7/12/2024	S.M.	0.50	Email correspondence with A. Rutman and J. Fried re: Use of NDA and Data Room by Realtors for Properties: Discussion with A. Rutman and R. Grochowlsky re: timeline for calling offers on Properties.
7/15/2024	A.P.	0.25	June 2024 bank reconciliation.
7/15/2024	A.R.	0.50	Reviewed and engaged in various email correspondence with J. Fried re: Agreement of Purchase and Sale and Schedule; comments thereto.
7/15/2024	R.D.	0.50	Banking administration. Update Statement of Receipts and Disbursements.
7/15/2024	S.M.	0.25	Email correspondence with R. DaSilva re: Banking and cheque to TDot Roofers.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
7/16/2024	A.R.	0.25	Review various email correspondence re: sign back of offer.
7/16/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
7/17/2024	S.M.	1.00	Email correspondence with R. Grocholsky and D. Stefels re: APS and Schedules to be used for offers: Email correspondence re: query from D. Schmuck and D. Thomas re: distribution of Dividend and sale of properties.
7/18/2024	A.R.	0.25	Discussion with S. Marwaha re: update. Review email correspondence from counsel re: insurance and tax issue.
7/18/2024	R.D.	0.50	Banking administration. Update Statement of Receipts and Disbursements.
7/23/2024	A.R.	0.50	Email exchange with S. Marwaha re: realtor issues and sale of Lots. Email correspondence re: sale.
7/23/2024	S.M.	1.50	Email and Phone Correspondence with D. Stefels re: vacancy for occupants of Lot 36, and next steps on file: Compiled Summary for updates from realtors and sent to A. Rutman via email.
7/24/2024	A.R.	0.50	Email correspondence to J. Fried re: Tarion coverage on finished homes. Email correspondence with S. Marwaha re: update report on sale of properties.
7/24/2024	S.M.	2.50	Drafted email and sent to D. Stefels re: current progress on his engagement, review comments and suggestive next steps for the task: Drafted Memo re: update to Secured Creditor and Listing Price of Properties and update sent via email to A. Rutman: Email correspondence with C. Francis re: update from realtor re: non-cooperation from occupants on Lot 36 and its MLS Listing.
7/25/2024	A.R.	1.25	Reviewed and engaged in email correspondence with S. Marwaha re: update report on Receiver's activities; provide comments. Email correspondence to Hillmount Capital re: update report on sale of properties. Email correspondence with J. Fried re: Tarion coverage. Email correspondence with counsel and S. Marwaha re: amendments to Agreement of Purchase and Sale.

Page 5

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
7/25/2024	S.M.	3.75	Email correspondence with D. Stefels and R. Grocholsky re: Date of listing of Properties on MLS and Status update report: Amended Memo for status update to Secured Creditor and sent to A. Rutman via email: Email to D. Stefels re: Tarion Coverage on the completed homes: Correspondence with M. Edmonds, A. Rutman and counsel re: Mike Edmond's request for update of provision in APS Schedule barring him to submit an offer on the properties: Updated Receiver's Activities Memo in report format and sent to A. Rutman per request: Amended APS and sent schedule to M. Edmonds via email per request to submit an offer.
7/28/2024	S.M.	1.50	Review of offers received on properties for Semi Completed Houses and Empty Lots and compiled Summary in Excel worksheet along with appraisal value for properties and sent to A. Rutman for review.
7/29/2024	A.R.	1.25	Review summary of offers; email correspondence with S. Marwaha re: same. Email correspondence and call with Y. Levinson re: update. Review email correspondence from S. Marwaha to realtor re: offers received.
7/29/2024	S.M.	4.75	Correspondence with Locksmith, Security Personnel and local correspondent re: break in into one of the semi-completed houses and steps to change locks and keys handover and phone correspondence with office of R. Grocholsky: Email correspondence with A. Rutman re: update on properties: Email and phone correspondence with R. Johnstone and R. Grocholsky re: offers on properties received and next steps.
7/30/2024	A.R.	0.25	Email correspondence with S. Marwaha re: Tarion query. Review email correspondence from S. Marwaha to C. Emonds re: request for backup of accounting for deposits for sale agreements. Email correspondence with S. Marwaha re: maintenance issues.
7/30/2024	S.M.	2.25	Review of email query from counsel of an original buyer on property re: Tarion Deposit form and sent with comments to A. Rutman for review and discussion: Email reminder to C. Edmonds and M. Edmonds re: request for backups and accounting for deposits received from original purchasers: Review of Work Order from City and

Page 6

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			discussion with A. Rutman and correspondence with local correspondent to arrange for task completion.
7/31/2024	A.R.	0.50	Email exchange with C. Francis, J. Fried and S. Marwaha re: offer received and query from potential purchaser on submitting an offer. Review summary of offers; email correspondence with S. Marwaha re: same.
7/31/2024	S.M.	4.75	Email correspondence with A. Salvens to confirm clarification for query re: Tarion Deposit Refund Claim Form: Review of offers received on Semi Completed Homes and Empty Lots and performed excel analysis and sent to A. Rutman: Correspondence with office of R. Grocholsky re: schedule of Keys handover to local correspondent: Cheque placement from Front Desk and handover for TDot Roofers: Email correspondence and review of query from E. Fraser regarding offer submission and attended discussion with A. Rutman and J. Fried and C. Francis: Drafted Report to Hillmount re: Offer Summary on Semi Completed Houses and Empty Lots and recommendation.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\1703306 ontario inc.-ro beam and son\billings\invoice 42900 - july 2024.docx

Court File No.: CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED**

CLIENT #224466

INTERIM BILLING

INVOICE #42913

**To: Professional services rendered in respect of Court Appointed
Receivership of 1703306 Ontario Inc. and R.O. Beam & Son Construction
Limited from August 1, 2024 to August 31, 2024.**

Time Charges and Expenses:

A. Rutman, Partner	A.R.	23.50 hours @ \$725.00 per hour	\$ 17,037.50
S. Marwaha	S.M.	38.25 hours @ \$415.00 per hour	\$ 15,873.75
A. Palmer	A.P.	0.25 hours @ \$290.00 per hour	\$ 72.50
R. DaSilva	R.D.	3.75 hours @ \$290.00 per hour	\$ 1,087.50
Total fees			\$ 34,071.25
Miscellaneous disbursements (postage, etc.)			\$ 5.88
Subtotal			\$ 34,077.13
H.S.T.			\$ 4,430.03
Total Balance Due			\$ 38,507.16

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
8/1/2024	A.R.	1.75	Review and amend update report re: sale process. Email update report to Hillmount. Review offer; engaged in various email correspondence with S. Marwaha, Hillmount and counsel re: comments to offer.
8/1/2024	S.M.	3.25	Correspondence with A. Rutman regarding discussion for the offers submitted by interested parties and next steps. Correspondence with J. Fried re: appraisal of the properties: Drafted Memo and revised per A. Rutman's comments for summary of offers received on properties. Correspondence with E. Fraser re: offers submission and the sales process of the properties. Review of offer received from M. Edmonds' Associate and discussion with team and next steps. Correspondence with Y. Levinson re: offer summary.
8/2/2024	A.R.	1.50	Engaged in numerous email correspondence with counsel and S. Marwaha re: sale process and matters relating to offers received.
8/2/2024	S.M.	3.25	Review and correspondence with A. Rutman and counsel re: APS document and schedules. Correspondence with Realtor, counsel and A. Rutman re: revised offer submitted by an interested party and review and summarization of the property. Discussion re: setup of next rounds and sales/offer submission process. Correspondence regarding the amended offers from the interested parties.
8/4/2024	A.R.	1.50	Reviewed and engaged in numerous email correspondence with counsel and S. Marwaha re: offers received on lots and information required. Review amendments to schedules. Call with J. Fried re: offer.
8/4/2024	S.M.	0.50	Correspondence with vendor re: discussion and solicitation of quote for Lawn Servicing on Lot 200 and 201.
8/5/2024	A.R.	0.50	Various email correspondence with counsel and S. Marwaha re: various matters relating to offers received on lots and information required.
8/5/2024	S.M.	1.25	Correspondence with Counsel re: house plans, permits and drawings for the lots. Review of APS with suggested changes from counsel and discussion with team for changes in APS.

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
8/6/2024	A.R.	1.25	Engaged in various email correspondence re: Agreement of Purchase and Sale and matters re: liens. Conference call with realtor re: offer review. Discussions with S. Marwaha.
8/6/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
8/6/2024	S.M.	4.50	Review and correspondence with City re: Work Order request for Lot servicing. Correspondence with vendors to solicit proposal for lawn maintenance servicing per the Work Order. Review and correspondence with counsel of an initial purchaser of one of the lots re: request for deposit refund and Tarion Coverage. Correspondence and discussion with Realtor, counsel and A. Rutman re: APS changes. Correspondence with City of Thorold re: vendor appointment for compliance with Work Order. Finalized and executed the Agreement of Purchase and Sale Document and sent to realtor.
8/7/2024	A.R.	0.50	Review email correspondence from counsel re: sale matters, Abacus report on construction costs and requests for contract invoices. Review email correspondence from S. Marwaha re: update on access to books and records.
8/7/2024	S.M.	1.25	Correspondence with P. Shah for photos for completion of task for lawn maintenance. Correspondence with City of Thorold re: Work Order. Correspondence with A. Rutman and M. Edmonds re: request for books and records. Correspondence with Insurance Provider. Correspondence with C. Francis re: Tarion Package for the completed homes.
8/8/2024	R.D.	0.75	Banking administration. Update Statement of Receipts and Disbursements.
8/8/2024	S.M.	0.75	Correspondence with service provider for lawn maintenance on properties per Work Order.
8/12/2024	R.D.	0.50	Banking administration. Update Statement of Receipts and Disbursements.
8/12/2024	S.M.	0.25	Email Correspondence with R. Grocholsky.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
8/13/2024	A.P.	0.25	July 2024 bank reconciliation.
8/13/2024	A.R.	1.25	Review various email correspondence re: homes, construction costs and Tarion warranty. Various email correspondence with S. Marwaha re: updates on discussions with City, deposits, utilities and access to books and records. Email exchange with counsel re: deposits with City.
8/13/2024	S.M.	2.75	Correspondence with NLLC re: photos of lawn maintenance. Correspondence query answered from D. Schmuck. Correspondence with realtors, counsel and City re: security deposits on file. Attended query from unsecured creditor. Correspondence with H. Andrew and Enbridge re: security deposits on file.
8/14/2024	A.R.	1.75	Various email correspondence with S. Marwaha re: Agreements of Purchase and Sale and purchaser issues. Reviewed and engaged in various email correspondence with counsel re: various issues with Agreement, deadline, due diligence period, deposits, realtor, approval and appeal issues.
8/14/2024	S.M.	2.50	Correspondence with Realtor, A. Rutman and counsel on sale transaction and security deposits from City. Correspondence with D. Stefels re: outstanding conditions for refund of deposits.
8/15/2024	A.R.	1.50	Reviewed and engaged in various email correspondence from counsel and S. Marwaha re: updates from purchaser; amendments to Agreement of Purchase and Sale and Schedules. Review amended Offer; email correspondence with counsel; execute same. Email correspondence with Hillmount re: Receiver Advance.
8/15/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2024	S.M.	2.75	Correspondence with occupants and its counsels for Lot 36 and locksmith and Realtor, to schedule the move out dates and the steps. Correspondence with counsel and A. Rutman. Correspondence with R. Grocholsky re: final APS

Page 5

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			and deposit from purchasers. Solicit proposals and finalized vendor for lawn maintenance at properties.
8/16/2024	A.R.	0.75	Email correspondence with Hillmount Capital re: update on Agreements and terms. Review correspondence from S. Marwaha re: deposit receipt. Various email correspondence with counsel re: update on signed agreements. Email exchange with S. Marwaha re: update on vacating occupant and possession of keys.
8/16/2024	S.M.	2.25	Correspondence with Realtor, Locksmith, occupants and counsel at Lt 36, Lawn Maintenance Vendor, City of Thorold for various administrative tasks.
8/17/2024	S.M.	1.75	Correspondence with Lawn Maintenance service provider re: schedule and identification. Correspondence with Lot 36 occupant and terms for vacancy among counsel, occupant and A. Rutman. Correspondence with occupant at Lot 36.
8/19/2024	A.R.	1.25	Review various correspondence re: occupant vacancy and pickup of keys. Reviewed various email correspondence from counsel re: Tarion information requests, matters re: vacancy of Lot 36 and refund claim. Email correspondence with Justin Vetro re: update on receivership and access to application materials; email correspondence with counsel re: same.
8/19/2024	R.D.	0.25	Banking administration. Update Statement of Receipts and Disbursements.
8/20/2024	A.R.	2.50	Review email correspondence from counsel re: issues with purchaser of the vacant lots and partially built homes inquiry re: Tarion warranty and various correspondence re: City deposits. Email correspondence re: inspection reports. Review various correspondence from counsel re: hearing date to obtain a possession order. Engaged in numerous email correspondence with S. Marwaha and counsel re: vacancy of Lot 36, occupants request for extension to September 30th and matters re: scheduling of hearing.
8/20/2024	S.M.	2.75	Correspondence with counsels, A. Rutman and City re: request for confirmation of security deposits. Correspondence with Lot 36 occupants re: vacancy terms. Correspondence with counsel and city re: inspection report.

Page 6

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
8/21/2024	A.R.	0.75	Email correspondence and conference call with Torys and Foglers. Review various correspondence re: inspection reports. Email correspondence with S. Marwaha re: M. Edmonds request for update on sale. Email exchange with counsel re: obtaining confirmation from the City in writing that there are no Inspection Reports on the partially complete homes.
8/21/2024	S.M.	1.75	Attended meeting with counsel and A. Rutman to discuss updates and next steps on file. Review and correspondence re: inspection reports with City, A. Rutman and counsel.
8/22/2024	A.R.	0.75	Review various email correspondence re: information request from City. Email correspondence with S. Marwaha re: occupant vacating premises and obtaining keys.
8/22/2024	R.D.	1.75	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2024	S.M.	1.25	Correspondence re: vacancy at Lot 36 and procedures. Correspondence re: inspection reports on properties.
8/23/2024	A.R.	0.75	Review email correspondence re: occupant vacating of premises and handover of keys. Review correspondence re: deposits held by City, calculation sheets for security deposits and inspection reports.
8/23/2024	S.M.	2.25	Correspondence re: schedule of vacancy and procedures for Lot 36 and inspection reports on properties. Review of information and shared for inspection reports on properties.
8/25/2024	A.R.	0.50	Review email correspondence re: update on information request from City of Thorold; email exchange with J. Fried re: same.
8/26/2024	A.R.	1.00	Numerous email correspondence with counsel re: scheduling of sale approval motion and contested motion. Review correspondence re: handover of keys to realtor.
8/26/2024	S.M.	0.75	Correspondence re: schedule of vacancy and procedures for Lot 36.
8/27/2024	A.R.	0.50	Review various correspondence from realtor and S. Marwaha re: occupant vacancy, video of premises and deep

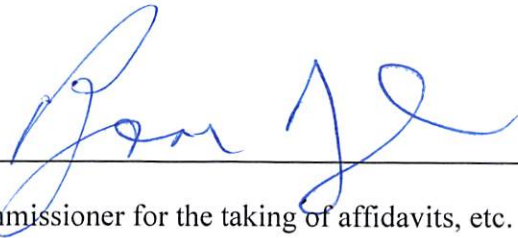
Page 7

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>Detail</u>
			cleaning required. Review update from S. Marwaha re: purchase due diligence and waiving of conditions. Email correspondence to H. Korosis re: update on sale of lots and court hearing.
8/27/2024	S.M.	0.75	Correspondence with Realtor re: updated on due diligence by purchaser. Correspondence with M. So re: corporate and financial records.
8/28/2024	A.R.	0.50	Review various email correspondence re: update on purchase of properties.
8/28/2024	S.M.	0.75	Correspondence with Realtor re: updated on due diligence by purchaser. Correspondence with M. So re: corporate and financial records.
8/29/2024	A.R.	0.75	Email correspondence with counsel re: sale approval motion, update on sale of lots; purchaser waiving conditions, court approval process and matters re: obtaining separate vesting orders. Email correspondence re: hearing date for approval of sale of 2 lots.
8/30/2024	A.R.	2.00	Email correspondence to S. Marwaha re: realtor reporting letter on sale of lots. Review various email correspondence re: Receiver's motion for approval of sale of lots and lawyers request for copies of Agreement of Purchase and Sale. Review email correspondence re: Roman Homes Confirmation of Co-op Agreement. Numerous email correspondence with counsel re: John Pietrangelo correspondence advising of offers submitted.
8/30/2024	S.M.	1.00	Correspondence with Realtor re: updated on due diligence by purchaser and next steps and discussion with A. Rutman.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\1703306 ontario inc.-ro beam and son\billings\invoice 42913 - aug 2024.docx

This is Exhibit "B" to the Affidavit of
Allan A. Rutman affirmed on September 10, 2024



A Commissioner for the taking of affidavits, etc.

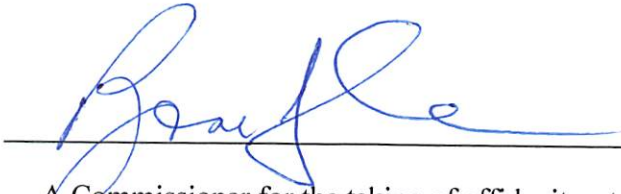
Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

1703306 Ontario Inc. and R.O Beam & Sons Construction Limited
Summary of Receiver's Fees
February 5, 2024 to August 31, 2024

Exhibit B

<u>Period</u>	<u>Fees</u>	<u>Disbursements</u>	<u>HST</u>	<u>Total</u>
February 5, 2024 to May 31, 2024	\$ 61,520.00	\$ 1,475.66	\$ 8,189.44	\$ 71,185.10
June 1, 2024 - June 30, 2024	\$ 22,403.75	\$ 8.82	\$ 2,913.63	\$ 25,326.20
July 1, 2024 - July 31, 2024	\$ 18,066.25	\$ 1.96	\$ 2,348.87	\$ 20,417.08
August 1, 2024 - August 31, 2024	\$ 34,071.25	\$ 5.88	\$ 4,430.03	\$ 38,507.16
	<u>\$ 136,061.25</u>	<u>\$ 1,492.32</u>	<u>\$ 17,881.96</u>	<u>\$ 155,435.53</u>

This is Exhibit "C" to the Affidavit of
Allan A. Rutman affirmed on September 10, 2024



A Commissioner for the taking of affidavits, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

1703306 Ontario Inc. and R.O Beam & Sons Construction Limited
Receiver's Personnel Summary
For the Period February 5, 2024 to August 31, 2024

Exhibit C

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	79.25	\$ 725.00	\$ 57,456.25
S. Marwaha	180.50	\$ 415.00	\$ 74,907.50
A. Palmer	0.75	\$ 290.00	\$ 217.50
R. DaSilva	12.00	\$ 290.00	\$ 3,480.00
Total	272.50		\$ 136,061.25
Average Hourly Rate		\$ 499.31	

Appendix "7"

Court File No. CV-24-00714813-00CL

ONTARIO**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)****IN THE MATTER OF SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 C.C.43, AS AMENDED**

BETWEEN:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondent

AFFIDAVIT OF JOSEPH FRIED
(Sworn September 12, 2024)

I, **JOSEPH FRIED**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**
AND SAY:

1. I am a Partner at Fogler, Rubinoff LLP ("**Foglers**"), and as such have knowledge of the matters hereinafter deposed to.
2. Pursuant to an Order of Justice Steele dated April 26, 2024 (the "**Appointment Order**") Ziefman Partners Inc. was appointed as Receiver (the "**Receiver**") of specified properties of 1703306 Ontario Inc. and R.O Beam & Sons Construction Limited.

3. In accordance with paragraph 4 of the Appointment Order, the Receiver retained Foglers as legal counsel to the Receiver. Foglers has rendered services to the Receiver in a manner consistent with instructions from the Receiver.

4. This affidavit is made in connection with the Receiver's motion for, *inter alia*, the approval of the fees and disbursements of the Receiver and its counsel for the period up to August 31, 2024. Attached hereto and marked as **Exhibit "A"** is the account of Foglers for the period up to August 31, 2024, in the total amount of \$51,407.82.


5. The account attached as Exhibit "A" provides a fair and accurate description of the activities undertaken by Foglers on behalf of the Receiver. The hourly rates and the time expended by the professionals and staff at Foglers are noted on the said account.

6. To the best of my knowledge, the rates charged by Foglers are comparable or less than the rates charged for the provision of services of a similar nature and complexity by other legal firms in the Toronto market providing such services.

7. Foglers requests that the Court approve its accounts in the amount of \$45,392.15, disbursements of \$109.55 and taxes of \$5,906.12, for services rendered and recorded to August 31, 2024.

AFFIRMED BEFORE ME at the City)
of Toronto, in the Province of Ontario,)

this 12th day of September, 2024)


A Commissioner for Taking Affidavits)
(Lenco Sdao)


JOSEPH FRIED

THIS IS EXHBIT "A"
TO THE AFFIDAVIT OF JOSEPH FRIED
SWORN THE 12th DAY OF SEPTEMBER, 2024

A handwritten signature in blue ink, appearing to be "Leneo Sdao", written over a horizontal line.

A COMMISSIONER, ETC.
(Leneo Sdao)

Invoice Num: 22416801

September 12, 2024

Zeifman Partners Inc.
 201 Bridgeland Avenue
 North York ON
 M6A 1Y7
 Attention: Allan A. Rutman
 President

IN ACCOUNT WITH
 Fogler, Rubinoff LLP
 77 King Street West, Suite 3000
 TD Centre North Tower
 P.O. Box 95
 Toronto, ON
 M5K 1G8
 Telephone: 416-864-9700
 Fax: 416-941-8852
www.foglers.com

fogler
rubinoff

Our File: Z0383 / 234478
Enforcement of 15 Lots in Thorold, Ontario

For docketed time with respect to Receivership enforcement to August 31, 2024 \$45,392.15

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Apr-23-24	VSF	File further supplementary application record.	0.60	50.00	30.00
Apr-28-24	CF	Several emails with Allan Rutman re status of order, appraisals, sale process etc.	0.30	780.00	234.00
Apr-29-24	VSF	Obtain entered order.	0.60	83.33	50.00
Apr-29-24	CF	Receive/review endorsement and issued order and arrangements to enter; Circulate to Hillmount and Receiver; Correspondence from Derek Schmuck and respond re order/dealing with lien claims.	0.30	780.00	234.00
Apr-29-24	KF	Receive Endorsement and signed Order of Justice Steele; update Pleadings Brief; arrange formal issuance/entry of Order with Court.	0.30	300.00	90.00
Apr-30-24	KF	Receive Notice of Appearance on behalf of His Majesty the King in Right of Canada; update Service List.	0.10	300.00	30.00
May-01-24	CF	Correspondence re registration of orders on title.	0.10	780.00	78.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
May-02-24	MY	RECEIVERSHIP - Email and calls with J Fried; prepare Application to Register Court Order; email to J Fried to approve; prepare eReg; email to client to sign up and returned; email to Ninetta to sign to attend to register.	0.70	375.00	262.50
May-02-24	KR	Reviewed Schedule A for accuracy.	0.20	290.00	58.00
May-02-24	CF	Communications with Receiver re obtaining all motion records and documents and arrange same; Receive correspondence from Receiver with various information re Lots 4 and 36.	0.20	780.00	156.00
May-02-24	KF	Receive instructions, invite Sudhanshu Marwaha of Zeifmans to Caselines to access all materials; advise same.	0.20	300.00	60.00
May-03-24	NS	Review application to register order.	0.40	370.00	148.00
May-03-24	JF	To emails regarding vacant possession of occupied units and whether same constitute residential tenants and providing section from Mortgages act.	0.35	760.00	266.00
May-03-24	MY	Email with Ninetta, save registered Order and provide to client.	0.20	375.00	75.00
May-03-24	CF	Numerous communications with Allan Rutman, Joseph Fried re various issues including assessment of value/providing existing report; Dealing with tenants in units, jurisdiction of court to address tenancies and potential sale to prior buyers; Correspondence from Peter Mahoney re potential interest of his client as buyer and provide to Receiver; Arrange meeting to discuss steps in receivership.	0.80	780.00	624.00
May-05-24	JF	To receipt and review of the interim Occupancy Agreement; to looking up the Residential Tenancies act and to email to Receiver with analysis of same; to email exchanges re Buyers possibly having equitable interest in land; to email exchanges re opinion letter.	0.55	760.00	418.00
May-05-24	CF	Numerous email communications with Allan Rutman/Joseph Fried re issues in receivership (position of purchasers, occupant of Lot 36, status of deposits paid by purchasers etc.).	0.60	780.00	468.00

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
May-06-24	CF	Meeting with Allan Rutman and Sudhanshu Marwaha from Receiver reviewing steps to be taken to market and sell the properties; Review information re requirements to obtain vacant possession and/or consider sales to existing purchasers; Ancillary discussions.	0.60	780.00	468.00
May-07-24	CF	Review information re Lots 4 and 36; Prepare letters to each of potential purchasers of Lots 4 and 36 and tenant of Lot 4; Report to Receiver/communications re same.	1.00	780.00	780.00
May-08-24	CF	Correspondence from tenant at Lot 4; Seek instructions from Receiver re extension/terms for termination and respond to tenant; Request from Receiver re title searches, agreements of purchase and sale for creditor listings and deal with same.	0.40	780.00	312.00
May-09-24	CF	Numerous communications with Receiver re various information; Correspondence form Lot 36 purchaser re position and seek instructions; Respond to same; Further email re position on deposit funds etc.; Review material re whether extension agreement; Lengthy call from purchaser's lawyer re funds held in trust at Liddiard, concerns with same, providing information on receivership process; Report to Receiver re same with recommendations; Correspondence with Lot 4 tenant re terms of agreement and timing and report to Receiver.	1.80	780.00	1,404.00
May-10-24	CF	Prepare draft agreement to vacate for Lot 4 tenants, send to Receiver and obtain instructions re same; Discussions re potential sale to Lot 36 purchaser/credit for deposit/considerations; Various correspondence/discussions/review of case law re Receiver's obligation (if any) for commissions; Provide parcel registers to Receiver;.	1.40	780.00	1,092.00
May-10-24	KF	Receive instructions, prepare draft Lease Amending Agreement re R.O. Beam Constructions, Trevor James and Hillary Lawson; provide to C. Francis; receive instructions and send copy of parcel register re Lot 36 to Zeifmans.	0.80	300.00	240.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
May-13-24	CF	Email from Alex Verrilli re information about Lot 36 purchaser; Follow up request re funds held in trust at Liddiard.	0.10	780.00	78.00
May-14-24	CF	Finalize draft agreement re Lot 4 and send to tenant; Follow up re purchaser of Lot 36; Follow up re counsel for potential purchaser of Lot 4.	0.30	780.00	234.00
May-15-24	CF	Correspondence from Jatin Chopra re Lot 36 purchaser/intention not to proceed with purchase and respond with information requests.	0.20	780.00	156.00
May-21-24	JF	To email for access to home for appraisal purposes.	0.10	760.00	76.00
May-21-24	CF	Follow up to Trevor James (Lot 4) re lease termination agreement and response from same; Email to Chaitons re retainer funds and response from same; Email to Michael Liddiard requesting accounting of funds paid in trust re Lot 36/terms re occupation; Follow up to Jatin Chopra and request access for appraisal; Correspondence Trevor James re access for appraisal; Report to receiver re update on various issues; Response form Michael Liddiard with time line for information.	1.00	780.00	780.00
May-22-24	CF	Several follow up communications related to Lots 4 and 36, access for appraisals, move out date re Lot 4; Confer with Receiver re various issues.	0.50	780.00	390.00
May-23-24	CF	Correspondence from Receiver re cancelling/rescheduling of appraisals; Emails from Jatin Chopra re Lot 36 purchasers, position re appraisals, dealing with purchase agreement/requirement for vacant possession, occupancy rent.	0.20	780.00	156.00
May-27-24	CF	Numerous communications with Jatin Chopra re Lot 36 purchasers, review financing commitment; Emails and call with Allan Rutman re arrangements for vacant possession; Prepare and circulate draft agreement for possession and occupation rent.	1.00	780.00	780.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
May-28-24	CF	Numerous email communications with Receiver, counsel for Lot 36 purchaser, Lot 4 tenant re appraiser, obtaining vacant possession etc.; Correspondence from Iron Law re CH Plumbing lien action and respond/emails with same re terms of order/scope of steps permitted on lien action.	0.30	780.00	234.00
May-29-24	CF	Numerous emails, calls with Receiver, counsel for Lot 36 purchaser re various issues, including negotiations for agreement to obtain vacant possession, occupation rent etc.; Finalize arrangements for appraiser to obtain access to units; Follow up Lot 4 re timing for possession.	1.00	780.00	780.00
Jun-01-24	CF	Receive/review email from Lot 36 occupant and correspondence to Receiver re same.	0.10	780.00	78.00
Jun-03-24	CF	Email from Alex Verrilli re proposed financing/request for meeting; Send to Receiver/Hillmount; Emails with Allan Rutman re request from Mike Emonds/position re same.	0.20	780.00	156.00
Jun-05-24	CF	Brief confer with Allan Rutman and Sudhanshu Marwaha re request from Mike Emonds for payout and re Lot 36 occupant; Correspondence back and forth with Alex Verrilli re his requests/position re same; Advise Lot 36 occupant re appraisal issue.	0.30	780.00	234.00
Jun-07-24	CF	Correspondence with Receiver re dealing with Lots 4 and 36; Follow up communications to Jatin Chopra re requirement for vacant possession; Email from Sudhanshu Marwaha re advice on Lot 1 purchaser/request by purchaser for termination letter; Provide advice re same.	0.30	780.00	234.00
Jun-09-24	JF	To email to Steve Sager requesting quote for opinion on the security.	0.15	760.00	114.00
Jun-10-24	JF	To email from Sager/Himmel with fee quote; to sending same to Receiver said seems K asked him if we can tell them to proceed.	0.15	760.00	114.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Jun-10-24	CF	Email from Receiver re access to units for listing agent and communications with Lot 4 and Lot 36 occupants re same; Receive correspondence from Lot 36 counsel with redrafted agreement and raising issues re appliances, return of deposit funds etc.; Emails and calls with Allan Rutman re how to deal with obtaining vacant possession.	0.60	780.00	468.00
Jun-11-24	LR	to emailing copy of commitment and sending final report via a secured link to Matthew Himmel;	0.17	345.00	58.65
Jun-11-24	CF	Email from Jatin Chopra re issues with terms of vacating property and response to same; Arrangements re access to listing agent for Lots 4 and 36, several back and forth communications with Receiver and occupants re same; receive and review draft listing agreements; Follow up with Trevor James re date/arrangements to vacate the property.	0.40	780.00	312.00
Jun-12-24	CF	Prepare revised agreement for vacant possession of Lot 36; Several communications re same and re access issues, listings etc.	0.70	780.00	546.00
Jun-14-24	CF	Numerous emails with the Receiver, Trevor James, Jatin Chopra re obtaining vacant possession of Lots 4 and 36.	0.20	780.00	156.00
Jun-17-24	JF	To call to Medina need to deal with the listing agreement; to receipt, review and mark up of listing agreement; to emailing same to Medina; to response to email from Receiver re HST.	0.35	875.00	306.25
Jun-17-24	MY	Mark up two Listing Agreements and provide to J Fried; several revisions to both the LA and Schedule to LA.	1.25	375.00	468.75
Jun-17-24	CF	Numerous communications with Receiver and internally re listing of properties, vacant possession etc.; Receive response from Lot 36 purchasers' lawyer re revised agreement/request for extension and discussions/recommendations re same.	0.50	780.00	390.00
Jun-18-24	JF	To email exchanges re occupancy; To call with Allan Rutman re evicting occupant; To email to Catherine for a call; to call from Catherine who advised tenant agreed to allow us in and suggested a call with Allan.	0.20	875.00	175.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Jun-18-24	CF	Correspondence/meetings re dealing with listing of houses, vacant possession, terms of deal with Lot 36 etc.; Receive instructions; Revise agreement and send to Jatin Chopra with deadline for acceptance.	1.00	780.00	780.00
Jun-19-24	JF	To email report re unit vacated; to email with listing agreements for review; to responding we gave comments on 2 listing agreements comments would be the same; to email from Receiver that they will make the changes to these on same basis.	0.20	875.00	175.00
Jun-19-24	CF	Response from lawyer for Lot 36 purchasers re amendment to agreement, receive instructions to confirm and respond re agreement; Receive confirmation re vacant possession of Lot 4.	0.20	780.00	156.00
Jun-20-24	CF	Finalize agreement with Lot 36.	0.20	780.00	156.00
Jun-21-24	CF	Emails from Receiver re listing of lots.	0.10	780.00	78.00
Jul-09-24	CF	Correspondence from Receiver re inquiries from Adam Slavens (for Tarion) and confer with same, arrange meeting.	0.30	780.00	234.00
Jul-10-24	JF	To email to Catherine Francis and Receiver team re Tarion; to email form Catherine she has call with Adam Slavens tomorrow; To email to Catherine to include me on the call as I have been through this with Adam Slavens already on another file; to exchange of emails with Allan Rutman re Tarion; to drafting Sch B for offers.	1.80	875.00	1,575.00
Jul-11-24	MY	Review of numerous emails; save docs to file and email from J Fried; save Schedule to file and return to J Fried.	0.30	375.00	112.50
Jul-11-24	CF	confer with Joseph Fried re Tarion issues; Attend meeting with Adam Slavens (re Tarion); Obtain report from Receiver re state of completion of partially built houses; Correspondence with Receiver re same; Send to Adam Slavens.	1.00	780.00	780.00
Jul-12-24	JF	To tweaking Schedule; to reviewing case on taxes; to exchange of eails with Allan re taxes; to email from Gideon re Sch to Aps and to responding thereto.	0.65	875.00	568.75
Jul-12-24	MY	Review of ongoing emails with Receiver team and save revised agreements to matter.	0.20	375.00	75.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Jul-12-24	CF	Correspondence with Receiver re appraisal/information required by Tarion and obtain and provide appraisal excerpts; Correspondence re other issues related to sale agreements.	0.30	780.00	234.00
Jul-12-24	KF	Updating Service List to add Adam Slavens of Torys on behalf of Tarion.	0.10	300.00	30.00
Jul-14-24	JF	To reviewing case re tax adjustment and tweaking Schedule.	0.45	875.00	393.75
Jul-15-24	JF	To revisions to APS and to dictating clause to Medina; to discussions with Gideon and to emails from him re Schedule D and to advising him to set it up differently.	0.60	875.00	525.00
Jul-24-24	CF	Correspondence from agent re access to Lot 36; provide copy of agreement re notice provisions and communications with Receiver re access issues/status of listing.	0.10	780.00	78.00
Jul-25-24	JF	To email re Debtor wanting to put in offer and APS has provision that Buyer not related to the debtor; to responding to the email; to Receiver advising to turn it into an ackt by Receiver that Buyer related to the Debtor.	0.20	875.00	175.00
Jul-25-24	CF	Various communications re potential offer from Mike Emonds/amendments to sale conditions/advice re same.	0.20	780.00	156.00
Jul-29-24	CF	Correspondence re Lot 36/email from occupant and confirm with agent re cooperation.	0.10	780.00	78.00
Jul-31-24	CF	Correspondence from Receiver re update on sale process, Receive and review best offer received and correspondence with recommendations re same; Advice re request from another potential bidder for right to put in a late bid/recommendations re same.	0.80	780.00	624.00
Aug-01-24	JF	to multiple emails re sale process and offers received; to call with Allan Rutman re offers; to email to Ross MacDougall re deficiency claims; to multiple emails re potential claimants; to emails re edmunds offr and how same will be helpful to get offer received from VIEW approved.	0.75	875.00	656.25



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-01-24	CF	Request and review appraisal of properties and compare with offers received; Several communications with Receiver re offers, creditors, lien claimants etc.; Pull out and review summary of lien claims/issues re value and validity/priority of claims; request/receive information re other bidders and re position of Emonds associate requesting opportunity for late bid/review response from same.	1.60	780.00	1,248.00
Aug-01-24	KF	Internal correspondence with C. Francis re lien claimants; provide chart of lien claimants to C. Francis.	0.10	300.00	30.00
Aug-02-24	JF	To review of VIEW offers and to providing comments to Receiver.	0.40	875.00	350.00
Aug-02-24	CF	Receive review further offer from Mike Emonds group/associate; Several emails with Receiver re same and re recommendations to go back to other offerors with opportunity to increase offers; Receive update from Receiver re positions on same; Advice and recommendations re offers/terms and court approval process.	0.80	780.00	624.00
Aug-04-24	JF	to reviewing and tweaking 2 offers and numerous calls with Gideon re same and reviewing multiple drafts sent by Gideon; to email exchanges with Alan Rutman and Gideon; to email from Catherine Francis can include building materials in the homes.	1.65	875.00	1,443.75
Aug-04-24	CF	Emails re advice on terms of agreements/confirmation receivership covers building materials in partially built homes.	0.10	780.00	78.00
Aug-05-24	JF	To further tweaks to the APS and multiple calls with Gideon and to emails with Allan Rutman.	0.75	875.00	656.25
Aug-06-24	CF	Numerous communications re issues with respect to sale and re dealing with lien claims; Internal meeting with Ross MacDougall re holdback requirements/potential priority issues and information required; Pull out Responding Application Record/review Abacus report and circulate information relevant to determining lien issues.	1.20	780.00	936.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-07-24	JF	To emails from Ross, Catherine and Allan re liens; to email to them that Receiver should make request for all pertinent documentations re lien;	0.35	875.00	306.25
Aug-07-24	MY	Review of emails dealing with lien issues and offer received.	0.20	375.00	75.00
Aug-07-24	CF	Internal communications with Ross MacDougall re construction lien issues, definition of owner, Abacus report and send same; Review analysis of lien claims and potential priority issues; Recommendations to Receiver re same; Email from Receiver re Tarion packages and respond.	0.80	780.00	624.00
Aug-12-24	JF	to call with Itali Gilberti's re offer and for setting up call for tomorrow.	0.20	875.00	175.00
Aug-13-24	JF	To call with Italia Gilberti to review offer and she had series of queries; To email to client with Italia's queries and to revising Sch B; to email from client why are these queries coming up now and to responding.	1.05	875.00	918.75
Aug-13-24	CF	Numerous email communications re comments from purchaser, status with Tarion, deposits with City and other issues; Email to Adam Slavens re questions re Tarion warranty.	0.50	780.00	390.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-14-24	JF	To revising Sch C; To email from buyer's lawyer Italia and responding to her points raised. to emails from client re offer being signed today; to responding to Italia and to sending her revised Sch B & C for her consideration; to email to client for their review of changes to sch and to instructions re security deposits; to response from client re schedule; to numerous emails re appeal and to amending Sch B in respect of outside date and appeals. to emails to Italia with revised schedule re appeals and to emails re security deposits; to email from Italia re OREA form and revised Sch D; to responding to her; to call with Italia and Gideon to settle the o/s matters; to call with Allan Rutman re our call with Italia and getting instructions on the offer; to instructing Gideon on revisions; to obtaining contact info of agent to call with agent re re-drafting the Orea Form; to setting up call for tomorrow morning with agent and Gideon to revise the OREA form; to advising Italia of same and responding to her re Tarion; to advising client re call tomorrow with agent.	2.35	875.00	2,056.25
Aug-14-24	CF	Numerous email communications re offer for vacant lots and partially completed homes and issues re same, including security deposits, issues raised by purchaser's lawyer, Provide advice re appeal periods/stay provisions, timeline in the event of appeal of vesting order etc.	0.80	780.00	624.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-15-24	JF	To conference call with agent Roman, his assistant and Gideon re revisions to the OREA form; to receipt and review of revisions; to Gideon advising of tweaks required to OREA form; to email exchange with agent's assistant re queries to OREA form amendment; to email exchange with Italia re further revisions to Schedule B; to calls with Medina to compiling the APS with all schedules attached thereto; to having Gideon review complied APS; to complied APS circulated to client and other side; to email exchanges with Catherine Francis if \$1.4 mill is not conditional ans should she get court date for approval of that offer; to advising to see Sec 25 of Sch B contingent that both deals close concurrently; to requesting plans and permits from receiver to receipt of same; to conference call with Italia and Gideon to review offers; to call with Allan Rutmant o update him on call with Italia and to get him to sihn offer and return; to numerous emails.	1.65	875.00	1,443.75
Aug-15-24	MY	OFFERS - work on the Schedules and Offers for 1.4 and 1.75; calls with J Fried and emails to team.	1.50	375.00	562.50
Aug-15-24	CF	Numerous further emails/communications re status of agreement for sale of lots and partially built homes and review re conditional period; Communications re timing to schedule approval motion.	0.40	780.00	312.00
Aug-16-24	JF	To several calls wit Italia re she is having problems transmitting finally told her to send by fax; to call to Gideon to deal with it and when fax comes in to send italia the Authorization and the plans; to email exchanges between Gideon and other side and to review of same; to email from client re the Agent co-operation agreement and to responding to same.	0.40	875.00	350.00
Aug-16-24	CF	Several emails related to finalization of agreements and time period; Receive communications with Lot 36 tenant/notice to vacate and follow up re same and re showings of unit.	0.20	780.00	156.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-19-24	JF	To email from HCRA to Receiver and to Receiver's response; to multiple emails re Tarion and eviction of one purchaser who wants to vacate only on receipt of the deposit.	0.35	875.00	306.25
Aug-19-24	JF	To email from receiver with inspection reports buyer requested and to asking Gideon to forward to Buyer's lawyer; to email from Gideon to Buyer's lawyer; to email from Buyer's lawyer re security deposits and to responding to her.	0.20	875.00	175.00
Aug-19-24	CF	Multiple email communications with Receiver, Tarion counsel, Tarion re various issues; Correspondence from Jatin Chopra re request for extension to vacate pending return of Tarion deposit; Numerous back and forth communications with Mr. Chopra, Mr. Liddiard, Tarion, Receiver re same and advise re seeking court date for possession.	1.00	780.00	780.00
Aug-19-24	KF	Receive instructions; send Caselines invitation to Justin Vetro.	0.10	300.00	30.00
Aug-20-24	JF	To email from Italia re City required Freedom of information request; to responding to her and to forwarding to Receiver for instructions; to receipt of response from Receiver re security deposits and to forwarding same to Italia; to review of email from City re security deposits and will be returned to the original provider; to email to Receiver do we need court order that same go to buyer.	0.40	875.00	350.00
Aug-20-24	CF	Multiple email communications with Jatin Chopra and his clients re vacant possession of Lot 36, terms of same; Email with court re available dates for possession motion and prepare and submit request form/obtain confirmation; Numerous other Dozens of emails/communications back and forth with Receiver and others re issues with due diligence, etc.	1.60	780.00	1,248.00
Aug-20-24	KF	Receive instructions; prepare draft Commercial List Request Form for a 9:30 hearing; provide draft to C. Francis; finalize/submit Request Form.	0.40	300.00	120.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-21-24	JF	To multiple email exchanges with Receiver re due diligence and obtaining material from the City; to call with Catherine Francis; Sundhu and Adam Slavens re Tarion coverage.	0.80	875.00	700.00
Aug-21-24	CF	Follow up communications re obtaining possession of Lot 36; Emails with Adam Slavens (Tarion counsel), arrange and attend meeting with same re various Tarion issues.	0.60	780.00	468.00
Aug-22-24	JF	To email from Italia re inability to get info from City; to responding will ask Receiver to request pursuant to the court order; to email to receiver to request same from City; to email from agent spoke to City will send the info to Reciever and to so advising Italia.	0.30	875.00	262.50
Aug-22-24	CF	Several emails re Lot 36 purchaser/request by counsel to cancel court date and respond re same; Review communications re due diligence information required from City and advice re same and re potential court date if required.	0.40	780.00	312.00
Aug-23-24	CF	Various emails re obtaining vacant possession of Lot 36; Review of due diligence information for purchaser and confer re same/re providing to purchaser.	0.20	780.00	156.00
Aug-26-24	JF	To email from Catherine advising occupant has vacated and should she cancel court date or can Buyer wive before that; to responding to Catherine.	0.15	875.00	131.25
Aug-26-24	CF	Emails re confirmation of vacating Lot 36; Correspondence with Receiver and internally re status of conditional sale and potentially scheduling sale approval motion.	0.30	780.00	234.00
Aug-26-24	KF	Internal correspondence with C. Francis; upload Commercial List Request Form to Caselines for hearing.	0.10	300.00	30.00
Aug-27-24	CF	Receive/review emails re status of due diligence on conditional agreement.	0.10	780.00	78.00



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-28-24	JF	To call from Italia she missed req date and wanted extension; told her need to know req before I can seek instructions she said her client won't waiver I asked her if they are ready to waive everything else; to reporting to client and to email from Catherine with Aide Memoire and to review of same; to email from Allan Rutman as to agent's report re purchaser's waiver and to email response.	0.55	875.00	481.25
Aug-28-24	CF	Prepare Aide Memoire for court attendance with Justice Penny; Obtain approval from Receiver and arrange to file on Caselines.	0.40	780.00	312.00
Aug-28-24	KF	Receive instructions; prepare draft Aide Memoire; provide to C. Francis; update draft Aide Memoire; provide to C. Francis.	0.20	300.00	60.00
Aug-29-24	JF	To call from Italia she sent letters of requisition did we get it and her client waived; to Gideon advising he got but I did not; To receipt from Gideon to review of same; to call with Gideon that he should deal with req letter and told him I think already all set out in the APS; to email to Catherine and Receiver that conditions waived; to email from Catherine with a series of questions and to responding to same; to email to Ross MacDougall re dealing with liens; to call with Yitz Levinso to advise that conditions waived.	0.65	875.00	568.75
Aug-29-24	CF	Email from Harry Korosis re 9:30 appointment and respond, obtain available dates; Prepare/attend 9:30 appointment and obtain date for sale approval motion; Advise Receiver re same; Receive/review confirmation re waiver of conditions on Agreements of Purchase and Sale; Emails with Receiver re instructions, time frame for report etc.; Advise service list re motion date for approval and vesting order; Email from Alex Verrilli requesting copy of agreement and respond.	1.50	780.00	1,170.00
Aug-30-24	JF	To email exchanges re releasing APS which will be under seal; to email exchanges to party claiming better offer which was not considered.	0.45	875.00	393.75
Aug-30-24	MY	Receive of emails re Vesting Order.	0.10	375.00	37.50



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Fees</u>
Aug-30-24	CF	Email from Receiver re correspondence from John Pietrangelo re allegation Receiver/agent has refused to consider his offers/review email sent by Anthony Venneri (Remax agent); Pull and review information re involvement of Pietrangelo; Provide advice/recommendations re addressing issues and several communications related to potential contested sale approval, issues to address in report/factum, Soundair tests, etc.	1.20	780.00	936.00
TOTAL FEES:					\$45,392.15
OUR FEE HEREIN:					\$45,392.15

Disbursements

Taxable	Prints	\$26.70	
Exempt	Registration	\$69.95	
Taxable	Scanning	\$1.25	
Taxable	Teranet remote registration charge	\$11.65	
Total Disbursements			\$109.55
Total Fees and Disbursements			\$45,501.70
HST @ 13% on Fees and Taxable Disbursements			\$5,906.12
Total Fees, Disbursements and Taxes this Bill			\$51,407.82
Balance Due:			\$51,407.82

**THIS IS OUR ACCOUNT HEREIN
FOGLER, RUBINOFF LLP**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 5.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

E. & O.E.

GST/HST No : R119420859

Please return a copy of this account with your payment. Thank you.

Joseph Fried



For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
- Direct Deposits at a TD Branch (please provide your Fogler, Rubinoff lawyer with a copy of the cheque and deposit receipt).
- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail accountsreceivable@foglers.com.

**HILLMOUNT
CAPITAL
MORTGAGE
HOLDINGS INC.**

-and-

**1703306 ONTARIO INC. and R.O.
BEAM & SON CONSTRUCTION
LIMITED**

Respondent

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF JOSEPH FRIED
(Sworn 12th day of September, 2024)

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416.941.8861

Lawyers for the Applicant

Appendix "8"

Court File No. CV-24-00714813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

1703306 ONTARIO INC. and R.O. BEAM & SON CONSTRUCTION LIMITED

Respondents

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

**AFFIDAVIT OF MATTHEW HIMMEL
(Affirmed September 12, 2024)**

I, **MATTHEW HIMMEL**, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY:**

1. I am a lawyer at the law firm of Loopstra Nixon LLP ("**Loopstra Nixon**"), counsel to Zeifman Partners Inc., in its capacity as receiver and manager (the "**Receiver**"), of all of the assets, undertaking and properties of 1703306 Ontario Inc. Accordingly, I have knowledge of matters hereinafter deposed to.

2. Attached hereto and marked as **Exhibit "A"** is a true copy of the Statement of Account issued by Loopstra Nixon in respect of services rendered to the Receiver for the period from June 12, 2024, through September 12, 2024 (the "**Billing Period**"). During the Billing Period, the total fees and disbursements billed were \$6,664.50 and \$628.00, respectively, and applicable taxes of \$948.03 for an aggregate amount of \$8,240.53.

3. As set out in the following table, 12.4 hours were billed by Loopstra Nixon during the Billing Period, resulting in an average hourly rate of \$433.33 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hourly Rate(s) (\$)
Steven Sager (1989)	5.40	\$805.00
Matthew Himmel (2021)	6.50	\$345.00
Shirley Tao (Law Clerk)	0.50	\$150.00

4. I confirm that the activities detailed in the Statement of Account attached hereto as Exhibit "A" accurately reflect the services provided by Loopstra Nixon; and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.

5. In connection with the within accounts, Loopstra Nixon has been paid nil (\$0.00) and holds nil (\$0.00) on retainer in trust.

6. I affirm this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Loopstra Nixon, and for no other reason or improper purpose.

AFFIRMED REMOTELY by Matthew Himmel, stated as residing in the City of Toronto, of the Province of Ontario, before me at the City of Toronto, of the Province of Ontario, on the 12th day of September 2024, in accordance with O.Reg 431/20, Administering Declaration Remotely



A Commissioner for taking affidavits, etc.



MATTHEW HIMMEL

Applicant

Respondents

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

Court File No. CV-24-00714813-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceedings commenced at **TORONTO**

AFFIDAVIT OF FEES

LOOPSTRA NIXON LLP
135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

Steven Sager (LSO No.: 29661N)
&
Matthew Himmel (LSO No.: 82241H)

t. 416.364.6163
f. 416.361.2503
e. ssager@ln.law /
mhimmel@ln.law

Counsel to the Receiver, Zeifman Partners Inc.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

September 12, 2024

Matthew Himmel
Direct Line: 416.361.2503
Email: mhimmel@ln.law

CONFIDENTIAL

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, Ontario
M6A 1Y7

Matter No. 34869-0001

Attention: Allan Rutman

RE: Receivership of 1703306 Ontario Inc.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter up to and including September 12, 2024, which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP

Per:

Matthew Himmel
Encl.



September 12, 2024

Invoice No. 153594

Matter No. 34869-0001

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, Ontario
M6A 1Y7

RE: Receivership of 1703306 Ontario Inc.

STATEMENT OF ACCOUNT

To receiving instruction from Zeifman Partners Inc.; to review of security package provided by the first mortgagee; to reviewing due diligence searches; to preparing opinion on security; and to all other correspondence, communications, attendances, documentation and services necessary or incidental to facilitate the loan.

OUR FEE	\$6,664.50
HST on Fees @ 13%	\$866.39

DISBURSEMENTS (E=HST exempt)

Amount

Oncorp EDD	32.00
Abstract Search	596.00
Total Disbursements	<hr/> \$628.00
HST on Disbursements	\$81.64
Total Fees, Disbursements and HST	<hr/> \$8,240.53 <hr/>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Matthew Himmel
MAH/ta

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, Ontario
M6A 1Y7

Matter ID: 34869-0001



Statement No: 153594

Statement Date: 9/12/2024

Amount Due: \$8,240.53

RE: Receivership of 1703306 Ontario Inc.

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (<u>no dash</u>) as your customer account #			
2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com			
3. PAYMENT BY WIRE			
Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)
4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law			
Bank Name:	Bank of Montreal	Account Number:	1017758
Bank Code:	0001	Account Name:	<u>LOOPSTRA NIXON LLP</u>
Transit Number :	24162		
5. PAYMENT BY CHEQUE PAYABLE TO: <u>LOOPSTRA NIXON LLP</u>			
6. PAYMENT BY CREDIT CARD (<u>Please put the Invoice Number in the reference field when paying by credit card</u>)			
To pay by VISA, M/C or AMEX in CAD		https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can	
To pay by VISA, M/C or AMEX in USD		https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op	
7. PAYMENT BY QR Code (<u>Please put the statement number in the reference field when paying by credit card</u>)			
To pay in CAD:		To pay in USD:	
			

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
Applicant

-and- **1703306 ONTARIO INC. et al.**
Respondents

Court File No. CV-24-00714813-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

Catherine Francis (LSO# 26900N)

cfrancis@foglers.com

Tel: 416.941.8861

Lawyers for the Receiver