

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

PEAKHILL CAPITAL INC.

Applicant

and

METAMORE INC.

Respondent

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

**RESPONDING MOTION RECORD
OF THE RECEIVER, msi SPERGEL INC.
(RETURNABLE JULY 7, 2025)**

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INDEX

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I N D E X

DOCUMENT

TAB

<u>First Report of the Receiver, dated June 27, 2025</u>	A
Appendix 1: <u>Private Receivership Appointment</u>	1
Appendix 2: <u>Appointment Order</u>	2
Appendix 3: <u>Endorsement dated March 18, 2025</u>	3
Appendix 4: <u>Fee Affidavit of Trevor Pringle</u>	4
Appendix 5: <u>Fee Affidavit of Daniel Lilko</u>	5
Appendix 6: <u>Receiver's Statement of Receipts/Disbursements</u>	6

TAB A

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicants

- and -

METAMORE INC.

Respondents

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE RECEIVER OF
METAMORE INC.**

June 27, 2025

Table of Contents

I.	APPOINTMENT AND BACKGROUND	1
II.	PURPOSE OF THIS FIRST REPORT AND DISCLAIMER	1
III.	ACTIONS OF THE RECEIVER	3
IV.	MORTGAGE ASSIGNMENT	4
V.	FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL	5
VI.	FEE ACCRUAL.....	6
VII.	RECEIVER'S STATEMENTS OF RECEIPTS AND DISBURSEMENTS.....	6
VIII.	PROPOSED DISTRIBUTION	7
IX.	DISCHARGE OF THE RECEIVER	7

APPENDICES

1. Private Receivership Appointment, dated January 23, 2025
2. Order Appointing Receiver by The Honourable Justice Kimmel, dated March 18, 2025
3. Endorsement of the Honourable Justice Kimmel, dated March 18, 2025
4. Fee Affidavit of Trevor Pringle, Sworn June 25, 2025
5. Fee Affidavit of Daniel Lilko, Sworn June 25, 2025
6. Receiver's Statement of Receipts and Disbursements, dated June 25, 2025

I. APPOINTMENT AND BACKGROUND

1. This first report ("**First Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") over the Real Property located at PIN: 40485-0065 (LT) known as municipal address 228 Dundas Street East, Belleville, ON which is owned by Metamore Inc. ("**Metamore**").
2. Metamore Inc. is an Ontario corporation that is the owner and landlord of the real property municipally known as 228 Dundas Street East, Belleville, ON ("**228 Real Property**" or "**Real Property**").
3. Shawn Anthony Beattie, Laurie Joan Consitt, and Jeremy James Allan Steeves are the officers and directors of Metamore.
4. Spergel was privately appointed Receiver on January 23, 2025 for the sole purpose of collecting the rent of the 228 Real Property as Peakhill Capital Inc. ("**Peakhill**") issued attornment notices on January 22, 2025. Attached to this First Report as **Appendix "1"** is the Private Receiver's Appointment.
5. Spergel was then appointed as the Receiver over the 228 Real Property of Metamore by the Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the "**Court**") on March 18, 2025 ("**Receivership Order**") which became effective April 1, 2025, as Peakhill was not paid out by the deadline set out in the Court's Receivership Order. A copy of the Receivership Order and Endorsement are attached to this First Report as **Appendices "2" and "3"**.
6. The Receiver retained SimpsonWigle Law LLP (the "**Receiver's Counsel**") as its independent legal counsel.

II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER

7. The purpose of this First Report is to report to the Court regarding the Receiver's activities and conduct since the Receiver's appointment on April 1, 2025, comment

on the relief being sought in the Debtors' motion, and to seek Orders from this Court:

- i. Approving this First Report of the Receiver dated June 27, 2025 and the appendices thereto (the **"First Report"**) and the activities of the Receiver described therein;
 - ii. Approving the Receiver's Statement of Receipts and Disbursements as at June 25, 2025;
 - iii. Approving the distribution and authorizing and directing the Receiver to proceed to make the distributions as recommended in the Receiver's First Report;
 - iv. An Order approving the Receiver's fees, and a projected fee accrual, for the period up to and including May 27, 2025 in the amount of \$41,532.87, all of the foregoing being inclusive of HST, as well as authorizing the Receiver to make payment of such amounts from the proceeds;
 - v. An Order approving the legal fees and projected fee accrual of SimpsonWigle Law LLP, lawyers for the Receiver, for the period up to and including June 24, 2025 in the amount of \$7,100.26, all of the foregoing being inclusive of HST, as well as authorizing the Receiver to make payment of such amounts to SimpsonWigle Law LLP from the proceeds;
 - vi. Providing for the discharge and release of Spergel as Receiver of the assets, undertakings, and properties of the Debtor upon payment of the amounts referenced herein and upon the Receiver filing the Certificate certifying that it has completed the activities detailed in the Report; and,
 - vii. Such further and other relief as counsel may advise and this Court may permit.
8. The Receiver will not assume responsibility or liability for losses incurred by the reader due to the circulation, publication, reproduction, or use of this First Report for any other purpose.

9. In preparing this First Report, the Receiver has relied upon certain information provided to it by the Debtors and/or its principals. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
10. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

III. ACTIONS OF THE RECEIVER

11. Immediately upon its appointment, the Receiver directly or through Counsel attended to the following:
 - i. secured possession of the premises and dealt with all necessary maintenance and repairs where applicable;
 - ii. opened a dedicated trust account for the receivership entity and dealt with existing bank accounts;
 - iii. arranged for the registration of the Receiver's interest on the title to real property, where applicable;
 - iv. communicated with tenants with respect to occupation of the real property and instructed said tenants to pay all arrears and future rent to the Receiver which continues to date;
 - v. regularly attending at the premises to conduct inspections and deal with any operational issues;
 - vi. arranging and managing ongoing supplier relationships and utility accounts;
 - vii. monitoring, approving, and arranging payment for the ongoing operating expenses;
 - viii. monitoring, depositing, and posting rental payments to the Receiver's trust account;

- ix. arranged for the continuation of insurance policy in the name of the Receiver;
- x. communicated with the various stakeholders including unsecured creditors throughout the receivership;
- xi. notified the office of the Superintendent of Bankruptcy of its appointment as Receiver;
- xii. prepared and filed all documents mandated by the *Bankruptcy and Insolvency Act*; and
- xiii. communicated with the Canada Revenue Agency (“**CRA**”) with respect to setting up the Receiver’s Harmonized Sales Tax account.

IV. MORTGAGE ASSIGNMENT

- 12. Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to, among other things, market any or all of the Debtors’ assets, including advertising and soliciting offers in respect of the assets and negotiating such terms and conditions of sale as the Receiver, in its discretion, deemed appropriate.
- 13. The Metamore asset subject to the receivership is a property located at 228 Dundas Street East, Belleville, Ontario.
- 14. Prior to the Receiver instituting a sales process, Metamore obtained financing to payout Peakhill. On April 8, 2025, the Peakhill mortgage was paid in full, and they assigned their security to Intellect Capital Corp.
- 15. In light of the refinancing and the Applicant Peakhill no longer being a stakeholder in this proceeding, the Receiver ceded possession back to Metamore on April 22, 2025 so that they could resume operation and management of the property and seek the discharge of the receiver.

16. As at the date of the Report, the Receiver has the sum of \$94,187.13 held in its trust account. It is anticipated the funds held in the Receiver's trust account are sufficient to make the payments as detailed herein (the "**Discharge Funds**").
17. On June 25, 2025, the Debtors circulated their proposed motion materials in relation to the Debtors' Motion returnable July 7, 2025, which included the unsworn Affidavit of Wade Ennis (the "**Ennis Affidavit**"). The Affidavit to be sworn in support of the Debtors' motion indicates that the Debtors have the following amounts owing to their creditors:
 - a) The Receiver and Receiver's Counsel with respect to outstanding fees and disbursements including a fee accrual;
 - b) 995451 Ontario Inc. as a lien claimant seeking amounts due and owing with respect to HVAC work performed on the Property;
 - c) Intellect Capital Corp. ("**Intellect Capital**") via an Assignment of Peakhill's first charge by way of Transfer of Charge receipted as Instrument No. HT362178, registered for the sum of \$12,583,000.00, which, following the discharge of the Receiver, is intended to be modified as follows:
 - i. CIBC has committed \$11,000,000.00 in financing intended to replace the current first mortgage on the Real Property held by Intellect Capital;
 - ii. Intellect Capital will register a second mortgage for the shortfall of \$1,583,000.00 on the Real Property.

V. FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

18. Attached to this First Report as **Appendix "4"** is the Affidavit of Trevor Pringle, sworn June 25, 2025, (the "**Pringle Affidavit**") which incorporates, by reference a copy of the time dockets pertaining to the receivership Metamore for the period to and including May 27, 2025.
19. The fees and disbursements of the Receiver in respect of the receivership of Metamore for the period to and including May 27, 2025 fees of \$41,532.87

(inclusive of HST and disbursements) were charged by Spergel as detailed in the Pringle Affidavit. This represents a total of 109.45 hours at an effective rate of \$335.81 per hour;

20. Attached to this First Report as **Appendix “5”** is the Affidavit of Daniel Lilko, sworn June 25, 2025 (the “**Lilko Affidavit**”) which incorporates, by reference a copy of the time dockets pertaining to the period up to June 24, 2025 (the “**SimpsonWigle Fee Period**”).
21. The fees and disbursements of SimpsonWigle Law LLP in respect of the SimpsonWigle Fee Period amount to \$7,100.26 (inclusive of HST and disbursements), as detailed in the Lilko Affidavit.
22. The Receiver has reviewed the Receiver’s Counsel’s accounts and given the Receiver’s involvement in this matter, the Receiver is of the view that all the work set out in Receiver’s Counsel’s accounts was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

VI. FEE ACCRUAL

23. Provided there is no opposition to the relief sought in this First Report and that such relief is granted, the Receiver estimates that the additional fees for itself and the Receiver’s Counsel necessary to complete the proceedings will be \$10,000.00 and \$3,800.00 (not including HST and disbursements), respectively (collectively the “**Fee Accrual**”).

VII. RECEIVER’S STATEMENTS OF RECEIPTS AND DISBURSEMENTS

24. Attached to this First Report as **Appendix “6”** is a copy of the Receiver’s Interim Statement of Receipts and Disbursements for Metamore as of June 25, 2025.

VIII. PROPOSED DISTRIBUTION

25. From the Discharge Funds, the Receiver will be paying:
- i. The Receiver's and Receiver's counsel fees and disbursements, including the Fee Accrual;
 - ii. The remaining funds, if there are any, will be paid to MetaMore Inc.

IX. DISCHARGE OF THE RECEIVER

26. Subsequent to the date of this First Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:
- i. the payment of distributions as identified above;
 - ii. other residual and/or administrative matters in connection with Spergel's appointment as Receiver; and
 - iii. filing of the final Receiver's certificate of discharge.

Dated at Hamilton this 27th day of June, 2025.

msi Spergel inc.

solely in its capacity as the Court-Appointed Receiver of Metamore Inc. and not in its personal or corporate capacity.





Per:



Trevor Pringle, CFE, CIRP, LIT
Partner

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APPENDIX 1

INSTRUMENT OF APPOINTMENT AS PRIVATE RECEIVER TO COLLECT RENTS

TO: msi Spergel Inc.

GIVEN BY: Peakhill Capital Inc. (the “**Secured Creditor**”)

RE: Metamore Inc. (the “**Company**”) - 228 Dundas Street East, Belleville, Ontario

The Secured Creditor has brought an Application bearing court file number CV-25-00735381-00CL where the Secured Creditor seeks to appoint msi Spergel Inc. as receiver in respect property municipally known as 228 Dundas Street East, Belleville ON K8N 1E4 bearing PIN 40485 - 0065 (LT) (the “**Property**”). The receivership has not yet been scheduled. In the interim, the Secured Creditor wishes to appoint msi Spergel Inc. as Receiver and Manager of the Property for the purpose of collecting rents from the tenants of the Property (the “**Rents**”) pending the court appointment of msi Spergel Inc.

As part of the security for the indebtedness of the Company to the Secured Creditor, the Secured Creditor holds, *inter alia*, :

1. Charge/Mortgage of Land between the Company, as Mortgagor, and the Secured Creditor, as Mortgagee, registered with the Hastings Land Registry Office on June 30, 2023, as Instrument No. HT332633;
2. Notice of Assignment of Rents - General between the Company, as Assignor, and the Secured Creditor, as Assignee, registered with the Hastings Land Registry Office on June 30, 2023, as Instrument No. HT332634; and

-
3. Security Agreement between the Secured Creditor, as Secured Party, and the Company, as Debtor, made June 20, 2023.

(collectively the “**Security**”)

The Security creates perfected security interests and charges on all of the undertaking, property and assets of the Company, including the Property, all as more particularly specified in the Security in favour of the Secured Creditor.

By reason of the several defaults of the Company in the performance of its obligations to the Secured Creditor and pursuant to the terms of the Security hereinbefore referred to the Secured Creditor hereby appoints you as Receiver and Manager of the Property for the purpose of the Rents on behalf of the Secured Creditor with all the powers of a Receiver and Manager referred to in the Security and instructs you to seize, protect and take the necessary steps to collect the Rents for the benefit of the Secured Creditor.

As Receiver and Manager of the Property as described above you shall be deemed to be the agent of the Company and the Company shall be solely responsible for your acts or defaults and for your remuneration and expenses, except as noted below in the case of deficiency, and the Secured Creditor as a secured party pursuant to the Security shall not, by reason of this appointment be in any way responsible for any misconduct or negligence on your part as Receiver and Manager of the Property for the purpose of collecting rents.

All monies received by you as Receiver and Manager of Property for the purpose of collecting the Rents after providing for all costs, charges and expenses of or incidental to the exercise of any of your powers including all legal fees and related

disbursements you may incur herein shall be applied in or towards satisfaction of the indebtedness due and owing to the Secured Creditor. The Secured Creditor agrees to ensure payment of your costs, charges and expenses should the realizations from the assets be insufficient to cover such costs, charges and expenses.

The rights and powers conferred hereby are in supplement of and not in substitution for any rights the Secured Creditor may have from time to time pursuant to the Security or any other agreement or security or a granted by the Company to the Secured Creditor.

The Secured Creditor hereby agrees to indemnify you and hold you harmless from any liability which you may suffer as a result of this appointment except where such liability is attributable to negligence or wrongdoing on your part.

Dated at the City of Toronto, in the Province of Ontario this 22 day of January, 2025

Peakhill Capital Inc.

Per:



Name:

Title: Remy Caruso, Director

CONSENT TO ACT

msi Spergel Inc. hereby consents to act as Receiver and Manager of the Property for the purpose of collecting the Rents in accordance with the terms and conditions above.

DATED at the City of Toronto, in the Province of Ontario this 23rd day of January 2025

msi Spergel inc.
Per:



Name: Trevor Pringle, CFE, CIRP, LIT
Title: Partner

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SIGNED

01 / 23 / 2025

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APPENDIX 2



Court File No.: CV-25-00735381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 18TH

)

JUSTICE KIMMEL

)

DAY OF MARCH, 2025

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

-and-

METAMORE INC.

Respondent

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by Peakhill Capital Inc. ("**Peakhill**" or the "**Lender**") 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 msi Spergel Inc. ("**msi Spergel**"), as receiver and manager (the "**Receiver**") of the property municipally known as 228 Dundas Street East, Belleville, Ontario and legally described in Schedule "A" hereto (the "**Property**") owned by the Respondent, Metamore Inc. (the "**Debtor**"), and all other property, assets and undertakings relating thereto,

acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day by way of video-conference.

ON READING the affidavit of Christine Hazle sworn January 27, 2025 and the Exhibits thereto, the supplementary affidavit of Christine Hazle sworn February 10, 2025 and the Exhibits thereto, and on hearing the submissions of counsel acting for the Applicant, the Respondent and such other parties as were present, and on reading the consent of msi Spergel to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel is hereby appointed Receiver, without security, over the Property, including all other property, assets and undertakings relating thereto, and all proceeds thereof.

RECEIVER'S POWERS

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

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

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

- (c) to manage, operate, and carry on the business of the Debtor in respect of 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 Debtor in respect of 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 Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental assessments of the Property;
- (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 Debtor in respect of the Property, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (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 Debtor in respect of the Property;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (t) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the 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.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor in respect of the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of

the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the 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 \$750,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.spergelcorporate.ca/engagements/>.

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.

RETENTION OF LAWYERS

27. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicant's lawyers, 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. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

GENERAL

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

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

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

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

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis

to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



Digitally signed by
Jessica Kimmel
Date: 2025.03.19
15:03:00 -04'00'

SCHEDULE “A” THE PROPERTY

PIN: 40485-0065 (LT)

DESCRIPTION: LT 33E PL 166 THURLOW; PT LT 31E, 32E PL 166 THURLOW; PT LT 55 W/S DUFFERIN AV, 56 W/S DUFFERIN AV PL 211 THURLOW PT 1 21R4372 EXCEPT PT 2 21R20812; S/T QR631077; BELLEVILLE ; COUNTY OF HASTINGS

Address: 228 Dundas Street East, Belleville, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "**Receiver**") over the property municipally known as 228 Dundas Street East, Belleville, Ontario (the "**Property**"), owned by the Respondent, Metamore Inc. (the "**Debtor**") and including all other property, assets and undertakings relating thereto, and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 13th of February, 2025 (the "**Order**") made in an application having Court file number CV-25-00735381-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

msi Spergel Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: Trevor Pringle

Title: Partner, Corporate Restructuring &
Insolvency

PEAKHILL CAPITAL INC. - and- **METAMORE INC.**

Applicant

Respondent

Court File No.: CV-25-00735381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Dominique Michaud LSO No. 56871V
Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L
Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant

APPENDIX 3



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00735381-00CL

HEARING DATE: MARCH 18, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: PEAKHILL CAPITAL INC. v. METAMORE INC.

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Joey Jamil	Counsel for the Applicant – Peakhill Capital Inc.	jjamil@robapp.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Peter Robertson Christopher Belsito	Counsel for the Respondent – Metamore Inc.	peter@kdalaw.ca chris@belsitolaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Lorraine Thomson	Counsel for Quality Mechanical	lthomson@baldwinlaw.ca
Roberto Ghignone	Counsel for Tenant - Canadian Mental Health Association Hatings and Prince Edward	rghignone@blg.com
Farza Khan	Counsel for the Potential Lender – IntellectCapital	faraz@khanllp.com

ENDORSEMENT OF JUSTICE KIMMEL:

- [1] This matter was adjourned on February 13, 2025 to today to allow time for the respondent Borrower to try to put refinancing in place to repay the applicant. The relief sought, history of these proceedings including forbearance arrangements that pre-dated the last attendance, and the reasons for the court granting a brief (contested) adjournment to today, on specified terms are all set out in the court's February 13, 2025 endorsement.
- [2] Some progress has been made since February 13, 2025, but the Borrower does not yet have a firm commitment from another lender to repay the applicant. Counsel for the Borrower's proposed lender was in court today and the Borrower requested a little bit more time to try to complete a refinancing.
- [3] The parties agreed today that the court could sign the proposed receivership order, but that it will not become effective or acted upon by the applicant until after March 31, 2025 to afford the Borrower the extra time it is asking for. Based on the discharge statement provided by the applicant yesterday, there is some optimism that the parties will be able to agree upon the amount to be paid to satisfy the amounts still owing. Then the Borrower also needs to ensure it has the funds to pay any agreed amount. Two weeks is a reasonable amount of time to allow the Borrower to try to work this out.
- [4] While "springing" receivership orders are not the court's preferred approach, where they are time limited and have clear triggering conditions, and the circumstances of the case warrant it, they will be approved, albeit sparingly. This is one of those cases.
- [5] The court asked the parties to provide agreed upon wording for this endorsement to set out the time lines and clear events that would trigger the effectiveness, or nullity, of the receivership order to be signed today. The following language was provided by email from counsel for the applicant dated March 19, 2025 and sent to the court at 2:08 p.m., and is endorsed by the court:

The receivership order sought by the Applicant shall be granted in the form uploaded to Case Centre. Notwithstanding the granting of the order on today's [the hearing] date, the Order shall not be in force or effect until April 1, 2025. In the event that the Applicant receives full payment of its indebtedness on or before March 31, 2025, the Order shall be null and void and shall never become effective. This shall be evidenced by:

- a. The full payment of the indebtedness; and
- b. the Applicant's delivery of an affidavit to counsel for the Respondent attesting to the fact that the indebtedness owed to the Applicant has been repaid and satisfied, and that the Applicant will no longer rely on the order.

- [6] I have signed the appointment order dated March 18, 2025, which shall become effective if and only in accordance with the above terms. If it does become effective, the applicant may arrange for its issuance and entry in the normal course.

A handwritten signature in dark ink, appearing to read "Kimmel J.", with a stylized, cursive script.

KIMMEL J.

March 19, 2025

APPENDIX 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

- and -

METAMORE INC.

Respondents

**AFFIDAVIT OF TREVOR PRINGLE
(sworn June 25, 2025)**

I, **TREVOR PRINGLE**, of the City of Hamilton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Licensed Insolvency Trustee with msi Spergel Inc. ("**MSI**"), the court-appointed Receiver (the "**Receiver**") of all the assets, undertakings and properties of the Respondents. As such I have knowledge of the matters hereinafter deposed to.
2. MSI was appointed Receiver pursuant to the Order made by the Honourable Justice Kimmel of the Ontario Superior Court of Justice on March 18, 2025 which became effective on April 1, 2025.
3. Attached hereto as **Exhibit "A"** are true copies of the Receiver's accounts with respect to professional fees incurred in respect of the receivership of Metamore Inc. up to May 27, 2025, in the amount of \$41,532.87, inclusive of HST and disbursements. This represents a total of 109.45 hours at an average rate of \$335.81 per hour. The accounts and supporting time dockets disclose in detail: the nature of the services rendered, the time

expended by each person and their hourly rates, disbursements charged and the total charges for the services rendered.

4. The hourly billing rates detailed in this Affidavit are the standard billing and charge out rates of MSI for services rendered in relation to similar proceedings.
5. To the best of my knowledge the rates charged by MSI in connection with acting as Receiver are comparable to the rates charged by other firms in the Hamilton market for the provision of similar services.
6. I make this affidavit in support of the Receiver's motion for; *inter alia*, approval of its fees and disbursements and not for an improper purpose.

SWORN BEFORE ME at the City
of Hamilton, in the Province of
Ontario, this 25th day of June, 2025.



A Commissioner, etc.

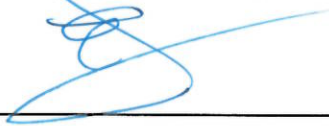
**Evan Scott McCullagh,
a Commissioner etc, Province of
Ontario, for msi Spergel inc. Expires
October 6, 2026**

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TREVOR PRINGLE

This is Exhibit "A"
To the Affidavit of Trevor Pringle

dated June 25, 2025

A handwritten signature in blue ink, appearing to be 'Evan Scott McCullagh', is written over a horizontal line.

**Evan Scott McCullagh,
a Commissioner etc, Province of
Ontario, for msi Spergel inc. Expires
October 6, 2026**

A small, dark, rectangular mark or stamp, possibly a seal or official mark, is located below the signature block.



msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

RE: Metamore Inc.

Professional Services	Hours	Hourly Rate	Total
Trevor Pringle, CFE, CIRP, LIT	45.90	\$500.00	\$22,950.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	\$400.00	\$80.00
Eileen Sturge	1.50	\$250.00	\$375.00
Evan McCullagh	15.55	\$225.00	\$3,498.75
Dharam Tiwana	45.40	\$215.00	\$9,761.00
Cassandra Glover	0.90	\$100.00	\$90.00
Total Professional Services	109.45	\$335.81	\$36,754.75
HST			\$4,778.12
Total			\$41,532.87

HST Registration #R103478103
(AAMETA-R)



msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
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www.spergel.ca

June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2025-01-23	TPR	correspond/tdw's Dominique Michaud et al, Robins Appleby lawyers for Peakhill Capital; review forbearance agreements; review mortgage financing record book; review Peakhill security including rent attornment; review insurance documents; review PPSA search; correspond/tdw Rosemary Fisher, lawyer; prepare and sign receivership appointment letter; review draft rent attornment notices; review legal correspondence; review 244 notices; correspond with Matthew Gemmell, lawyer for Metamore Inc.; review issued notice of application; review and execute consent to court appointed receivership; correspond with Christine Hazle et al, Peakhill Capital; review mortgage payout statement; call/correspond with Canadian Mental Health Association Hastings Prince Edward re attornment of rent notice	3.50	\$500.00	\$1,750.00
2025-01-24	TPR	call/correspond with Dom Michaud, Robins Appleby lawyers for Peakhill; correspond with Christine Hazle et al, Peakhill Capital; review rent roll for 228 Dundas Street East; review CMHA lease; review lease summary; correspond with Janet Kinsey, CMHA; discussions/correspondence re tenants, rent attornment; correspond with Matthew Gemmel, lawyer for Metamore; tdw Lisa Ali, CEO for CMHA	1.30	\$500.00	\$650.00
2025-01-24	DTI	Correspond with T. Pringle and E. McCullagh regarding file, prepare for site visit, print notices of attornment, review rent roll, building, correspondence with CMHA.	0.50	\$215.00	\$107.50
2025-01-27	TPR	correspond with Lisa Ali, CEO of CMHA; review BLG legal correspondence; review TK Elevator invoices; review City of Belleville water bill; review Elexicon hydro bill; correspond/tdw's Dominique Michaud, Robins Appleby - lawyer for Peakhill; review Peakhill draft affidavit; review Peakhill security documents; review MLS property listing for 228 Dundas Street East; review parcel register; correspond/tdw Rosemary Fisher, lawyer; discussions/correspondence re tenants, collecting rent, banking, utilities, maintenance; review receivership appointment letter; review and make amendments to draft 245/246 notice of receiver; review insurance documents	2.10	\$500.00	\$1,050.00

Barrie 705 722 5090 • Brampton 905 874 4905 • Downsview 416 633 1444 • Hamilton 905 527 2227 • London 519 902 2722 • Mississauga 905 602 4143
Oshawa 905 721 8251 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Toronto 416 778 8813 • Vaughan 647 288 7636
Saskatchewan 306 341 1660 • British Columbia 604 365 7434



**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
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 Toronto, ON., M2J 5C1
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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-01-27	EMC	Time up to today: Review company materials, review rent roll; CMHA lease; review PPSA, review court application; discussions with CMHA; review CMHA correspondence; discussions with TP; discussion with Banking re rent payments; review and draft BIA Notice;	2.50	\$225.00	\$562.50
2025-01-27	DTI	Travel to Belleville, ON, gain access to third floor, knock on doors, provide notice of attornment to each unit, speak with tenants, answer any questions, update rent roll and take notes. Travel back, update excel and provide summary of events to Receiver.	7.00	\$215.00	\$1,505.00
2025-01-28	TPR	correspondence/discussions re tenants, February rent collection, utilities, CMHA rent, landlord; review Vic Derooy (tenant) correspondence; review February rent roll; correspond with Doin Michaud, lawyer for Peakhill; review CMHA correspondence re subsidized rent payments; review application record; review corporate profile report; review Sabian Ackles (tenant) correspondence; review photo of Metamore Inc. correspondence to tenants; review and respond to Justin Dainard (tenant) correspondence; review legal correspondence; correspond with Wade Ennis, Metamore Inc.	1.90	\$500.00	\$950.00
2025-01-28	EMC	Various correspondence with tenants re rent due; discussion with correspondence with Mandy, CMHA re ODSP subsidy; review court materials;	0.50	\$225.00	\$112.50
2025-01-28	DTI	Correspond with various tenants regarding notice of attornments delivered and conflicting notices from landlord, Correspond with T. Pringle and E. McCullagh regarding matter, review correspondence with legal counsel. Attend phone call from W. Ennis from Metamore regarding matter.	0.80	\$215.00	\$172.00
2025-01-29	TPR	correspond/tadw's Wade Ennis, Metamore Inc. re February rent collection; call/correspond with Doin Michaud, Robins Appleby lawyer for Peakhill Capital; review Metamore Inc. notice to tenants; correspondence/discussions re February rent collection; review Robins Appleby correspondence to CMHA; correspond with Ashley Bunton, OSB re 245/246 notice; correspond with Dave Wakeling (tenant) re e-transferring rental payment	1.50	\$500.00	\$750.00
2025-01-29	EMC	Review legal correspondence; review lease from Vic, tenant; review various tenant correspondence;	0.30	\$225.00	\$67.50
2025-01-29	DTI	Attend to phone calls from tenants regarding conflicting letters received, review correspondence with legal counsel, prepare for follow up site visit.	0.70	\$215.00	\$150.50

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-01-30	TPR	correspondence/discussions re property, rent collection, 245/246 notice, CMHA; review Robins Appleby correspondence re attainment of rent; review and sign 245/246 notice of receiver; correspond with Ashley Bunton, OSB; review and sign affidavit; correspond with Dom Michaud, lawyer for Peakhill; review rent roll	1.10	\$500.00	\$550.00
2025-01-30	EMC	Finalize BIA notice, issue notices, affidavit;	0.30	\$225.00	\$67.50
2025-01-30	DTI	Travel to Belleville, meet with rep from CMHA, gain access to third floor, deliver notices prepared by legal counsel to all tenants, answer questions regarding receivership, conflicting letters received.	7.00	\$215.00	\$1,505.00
2025-01-31	TPR	correspondence/discussions re rent collection, e-transfers, court date, ODSP; correspond with Dom Michaud, lawyer for Peakhill; review receivership certificate from OSB; correspond/tdw Wade Ennis, Metamore Inc. re collecting ODSP rental payments	0.90	\$500.00	\$450.00
2025-01-31	EMC	tenant correspondence re rent; review rent roll; correspondence with banking re payments;	0.30	\$225.00	\$67.50
2025-01-31	DTI	Correspond with various tenants regarding rent payment, provide e-transfer instructions, answer any questions about receivership process.	1.20	\$215.00	\$258.00
2025-02-03	TPR	correspondence/discussions re collection of February rent; correspond/tdw Dom Michaud, lawyer for Peakhill; review 3rd floor rent roll for 228 Dundas Street East; review Coinmatic lease correspondence	0.60	\$500.00	\$300.00
2025-02-03	EST	Order and install license; prepare requisition for banking	0.50	\$250.00	\$125.00
2025-02-03	EMC	Review pre filing and banking correspondence; review and update rent roll; discussion with Bonnie Ward re February rent, vacating; review correspondence re dryer and washers, lease agreement;	0.50	\$225.00	\$112.50
2025-02-04	TPR	correspondence/discussions re February rent collection; correspond/tdw Wade Ennis, Metamore Inc.; review rent roll	0.40	\$500.00	\$200.00
2025-02-04	EMC	Conference call with Wade, Metamore Inc.;	0.10	\$225.00	\$22.50
2025-02-05	TPR	correspondence/discussions re February rent collection; review rent roll; correspond with Veronique Hebert, CMHA	0.30	\$500.00	\$150.00
2025-02-05	EMC	Correspondence re janitorial work;	0.10	\$225.00	\$22.50
2025-02-06	TPR	correspond with Dom Michaud, lawyer for Peakhill re CMHA rent; review tenant (MacDonald) correspondence	0.20	\$500.00	\$100.00

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-02-07	TPR	review legal correspondence; correspond/tdw Dom Michaud, lawyer for Peakhill; review CMHA correspondence re February rent	0.40	\$500.00	\$200.00
2025-02-07	EMC	CMHA correspondence; ODSP correspondence;	0.10	\$225.00	\$22.50
2025-02-10	TPR	discussions/correspondence re February rent, CMHA, tenants; review rent roll; review and approve cheque requisition; review legal correspondence; correspond with Dom Michaud et al, Robins Appleby lawyers for Peakhill; correspond with Julie Tomlinson et al, CMHA; review draft supplementary affidavit; correspond with Christine Hazle et al, Peakhill Capital; review BLG letter re CMHA rent	1.30	\$500.00	\$650.00
2025-02-10	EMC	review rental payments; CMHA correspondence et el;	0.20	\$225.00	\$45.00
2025-02-11	TPR	correspondence/discussions re February rent collection, tenants, draft order; review tenant correspondence; correspond with Dom Michaud et al, Robins Appleby lawyers for Peakhill Capital; correspond with Rosemary Fisher, lawyer; review amendments to draft receivership order	1.00	\$500.00	\$500.00
2025-02-11	EMC	review cheque received; review wire details;	0.10	\$225.00	\$22.50
2025-02-12	TPR	review general ledger; review February rent collection; review legal correspondence; tdw Dom Michaud, lawyer for Peakhill; correspond with Rosemary Fisher, lawyer; review supplementary application record and factum of the applicant	0.90	\$500.00	\$450.00
2025-02-13	TPR	review factum; review general ledger; correspond/tdw's Dom Michaud, lawyer for Peakhill Capital re adjournment; discussions/correspondence re adjournment; review legal correspondence; correspond with Rosemary Fisher, lawyer	0.90	\$500.00	\$450.00
2025-02-14	TPR	review legal correspondence; review general ledger; review Metamore utility bill payment confirmations; discussions/correspondence re CMHA rent wire transfer, tenant rent cheque; tdw Julie Tomlinson, CMHA re janitorial services; tdw Wade Ennis, Metamore Inc. re CMHA rent; review CMHA wire transfer deposit; correspond/tdw Rosemary Fisher, lawyer; correspond with Dom Michaud, lawyer for Peakhill	1.30	\$500.00	\$650.00
2025-02-14	EMC	Discussion re CMHA payment received; correspondence with banking;	0.20	\$225.00	\$45.00
2025-02-18	EMC	Review critical suppliers, invoices and proof of payment;	0.20	\$225.00	\$45.00
2025-02-18	DTI	Review returned mail, determine correct address for metamore, mail again.	0.50	\$215.00	\$107.50

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-02-24	TPR	review legal correspondence; correspondence/discussions re February rent collection; review and approve cheque requisition; review general ledger	0.50	\$500.00	\$250.00
2025-02-25	TPR	review notice of appearance	0.10	\$500.00	\$50.00
2025-03-03	EMC	Banking correspondence re e-transfers for March rent;	0.20	\$225.00	\$45.00
2025-03-04	TPR	review general ledger; review March rent collection	0.20	\$500.00	\$100.00
2025-03-07	TPR	review and approve cheque requisition; review general ledger; review March rent collection	0.30	\$500.00	\$150.00
2025-03-07	EMC	review and update rent roll; prep CHQ REQ re EFT rent payments;	0.20	\$225.00	\$45.00
2025-03-07	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2025-03-10	TPR	review legal correspondence; review endorsement; review general ledger	0.30	\$500.00	\$150.00
2025-03-10	DTI	Review mail, March rentroll, prepare deposit requisition for unit 310 bank draft.	0.20	\$215.00	\$43.00
2025-03-11	TPR	review mortgage loan commitment letter; review G/L; review legal correspondence	0.30	\$500.00	\$150.00
2025-03-12	EMC	review and arrange deposit of cheques received; review and update rent roll;	0.30	\$225.00	\$67.50
2025-03-12	TPR	review March rent collection	0.10	\$500.00	\$50.00
2025-03-13	TPR	review legal correspondence; review G/L	0.20	\$500.00	\$100.00
2025-03-14	TPR	review legal correspondence; review general ledger; review March rent roll; review projected disbursements to close file; correspond with Rosemary Fisher, lawyer; correspond with Dom Michaud, lawyer for Peakhill	0.90	\$500.00	\$450.00
2025-03-14	EMC	Legal correspondence re receivership/refinancing update;	0.10	\$225.00	\$22.50
2025-03-17	EMC	Review and update rent roll;	0.10	\$225.00	\$22.50
2025-03-17	TPR	discussions/correspondence re court date; review legal correspondence	0.20	\$500.00	\$100.00
2025-03-18	TPR	review general ledger; correspond with Dom Michaud, lawyer for Peakhill	0.20	\$500.00	\$100.00
2025-03-18	EMC	correspondence and discussion re court results;	0.10	\$225.00	\$22.50
2025-03-19	TPR	review Endorsement of Justice Kimmel and Receivership Order	0.20	\$500.00	\$100.00
2025-03-19	EMC	Review Court Endorsement;	0.10	\$225.00	\$22.50

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-03-24	TPR	review and approve cheque requisition; review general ledger	0.20	\$500.00	\$100.00
2025-03-24	EMC	prep CHQ REQ re rent deposits;	0.10	\$225.00	\$22.50
2025-03-26	TPR	correspondence/discussions re March rent, tenants; correspond with Dom Michaud, lawyer for Peakhill; review general ledger	0.30	\$500.00	\$150.00
2025-03-26	DTI	Phone call with M.Macdonald regarding April rent, ongoing efforts by management to collect rent, update receiver with happenings.	0.20	\$215.00	\$43.00
2025-03-26	EMC	Discussion with Dharam re tenant discussion, review memo;	0.10	\$225.00	\$22.50
2025-03-31	TPR	correspond with Dom Michaud, lawyer for Peakhill; review general ledger	0.20	\$500.00	\$100.00
2025-03-31	EMC	Correspondence re update; April rent payment;	0.10	\$225.00	\$22.50
2025-04-01	TPR	correspond/tdw's Dom Michaud, lawyer for Peakhill; discussions/correspondence re taking possession, insurance, utilities, employees, tenants, rent collection, title registration, changing locks, electrical breakers, fire alarm; review receivership order; review endorsement of Justice Kimmel; review and sign insurance letter; correspond with Julie Tomlinson & Lisa Ali, Canadian Mental Health Association; review and sign notice to tenants; review and sign critical supplier/utility letters; correspond/tdw Rosemary Fisher, lawyer; correspond with Matthew Bruchkowsky, Colliers re appraisal quote; correspond with Gus Dal Colle, Antec re appraisal quote; correspond with Mike Yull, Cushman & Wakefield re listing proposal; correspond with Kelly Avison, Avison Young re listing proposal; correspond with Mike Czeszchowski, CBRE re listing proposal; review G/L; review legal correspondence; review wire transfer confirmation; review and sign amended notice of receiver	3.50	\$500.00	\$1,750.00
2025-04-01	EMC	Correspondence with CMHA re wire instructions; Review Appointment Order; draft and issue Insurance letter; draft supplier letters; discussion re taking possession; correspondence with OSB re appointment; review and draft amended statement; discussions with Dharam re taking possession; CMHA correspondence; issue supplier notices; discussion with Amanda Ghent, Insurance Broker re coverage; discussion re breaker issue, mail issue, fire alarm issue, checks;	2.00	\$225.00	\$450.00
2025-04-01	DTI	Prepare for site visit to take possession, prepare notices to tenants, other relevant documents, coordinate meeting with locksmith, travel to premises, meet with locksmith, director of program for CMHA,	9.00	\$215.00	\$1,935.00

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

took possession of Metamore Inc. property. Secured 3rd floor, notified tenants of receivership, and distributed documents. Collected rent from one tenant (\$1,100). Discovered Metamore Inc. collected \$2,200 rent from another tenant post-receivership and signed a new lease, requiring follow-up with Metamore Inc. Reviewed lease copies and noted electrical breaker issues and mail delivery process.

2025-04-01	CGL	Created and uploaded documents to corporate case website.	0.60	\$100.00	\$60.00
2025-04-02	TPR	correspond/tdw Dom Michaud, lawyer for Peakhill; correspondence/discussions re April rent collection, mail delivery, electrical breaker, CMHA, maintenance, security checks, assignment of Peakhill security, listing proposals, HVAC; correspond with Lauren White, CBRE re listing proposal; review general ledger; review legal correspondence; review CMHA wire transfer confirmation; review amended receivers certificate; correspond with Rebecca Carter, Antec re appraisal quote; review CMHA April rent deposit; conference call with Lisa Ali, CEO and Julie Tomlinson, Director of Finance - Canadian Mental Health Association; correspond with Mike Yull, Cushman & Wakefield; review issued & entered receivership order	2.50	\$500.00	\$1,250.00
2025-04-02	DTI	Prepare memo of site visit, deposit requisition for rent collected, update rent roll, correspond with E.McCullagh regarding site visit, issues needing attention. Conference call with CMHA regarding receivership.	3.00	\$215.00	\$645.00
2025-04-02	EMC	review banking correspondence, rent payments; review CMHA payment, prep Deposit req; conference call with Lisa & Julie, CMHA, main tenant;	0.50	\$225.00	\$112.50
2025-04-03	TPR	review CMHA correspondence; discussions/correspondence re independent contractor, employees, building access, property management, tenants; review general ledger, insurance; review Metamore Inc. correspondence; review and sign independent contractor agreement for 208/Mary Chiovitti; correspond with Wade Ennis, Metamore Inc.; review legal correspondence; review and make amendments to property manager proposed duties list; review order registration on title of 228 Dundas; correspond with Mary Chiovitti; review Chiovitti/208 certificate of insurance	1.90	\$500.00	\$950.00
2025-04-03	EMC	CMHA correspondence re property manager; draft independent agreement re property manager; Metamore correspondence re office access; draft duties for property manager;	0.50	\$225.00	\$112.50

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June 24, 2025

Invoice #: 1208

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2025-04-03	CGL	Uploaded document to the corporate case website.	0.10	\$100.00	\$10.00
2025-04-03	DTI	Correspond with L.Ali and M.Chiovitti regarding CMHA, meeting, management services, e-mail notices to Metamore staff regarding site visit procedures, update Rent Roll to actual per lease agreements, prepare chart with tenant information.	2.50	\$215.00	\$537.50
2025-04-04	TPR	correspondence/discussions re property manager, CMHA, card access, insurance, April rent collection, critical suppliers; review and make changes to property manager duties list; review general ledger; review fully executed 208/Chiovitti independent contractor agreement; correspond with Matthew Bruchkowsky, Colliers re appraisal quote; review and approve cheque requisition; review Colliers appraisal letter of engagement; correspond/tdw Dom Michaud, lawyer for Peakhill; tdw Rosemary Fisher, lawyer	1.70	\$500.00	\$850.00
2025-04-04	EMC	Finalize and issue property manager duties; review and update rent roll; arrange CHQ REQ re rent; correspondence with tenant re rent; update on assignment of security;	0.30	\$225.00	\$67.50
2025-04-07	TPR	correspond with Dom Michaud, lawyer for Peakhill; review legal correspondence; correspondence/discussions re assignment of Peakhill's security, MetaMore, CMHA, discharge motion, hydro, maintenance, property manager, security checks, fire department orders; correspond/tdw Wade Ennis, MetaMore Inc.; review CMHA correspondence; review general ledger; correspond with Chris Belsito, lawyer for MetaMore; correspond with Rosemary Fisher, lawyer	1.50	\$500.00	\$750.00
2025-04-07	EMC	Vic Unit 317 correspondence re lease; conference call with Lisa, Julie, Mary, CMHA and DT re CMHA urgent concerns; review power point; discuss same with TP; correspondence and discussion with DT re site checks; review MOP invoices, discussion with MOP re invoices and receivership; conference call with Wade, Metamore and TP re assignment;	1.00	\$225.00	\$225.00
2025-04-07	DTI	Meeting with CMHA to discuss concerns, meet with M.Chiovitti regarding property management duties, finding a replacement, correspondence with E. McCullagh, T.Pringle regarding property management, correspondence with R.Tuzi regarding conducting property checks.	2.50	\$215.00	\$537.50
2025-04-07	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-04-08	TPR	correspondence/discussions re assignment of Peakhill's mortgage security, insurance coverage, appraisal quotes, listing proposals, draft report to court; review G/L; review and approve payment of April janitorial services invoice; review legal correspondence; correspond with Chris Belsito, lawyer for MetaMore Inc. review transfer of charge to Intellect Capital Corp; correspond/tdw's Rosemary Fisher, lawyer; conference call with Chris Belsito, lawyer & Rosemary Fisher, lawyer re scheduling discharge motion (via Zoom); review McDougall insurance brokers binder certificate	1.80	\$500.00	\$900.00
2025-04-08	EMC	Discussion with Kyle Christopher, Fire department re work orders, invoices, receivership status; review MOPS invoice, prep CHQ REQ; discussion with TP re update on assignment, report to court; begin drafting report to court;	1.50	\$225.00	\$337.50
2025-04-09	TPR	correspondence/discussions re CMHA, HVAC assessment, assignment of Peakhill security; review G/L; review legal correspondence; correspond with Dom Michaud, lawyer for Peakhill; review MetaMore Inc. full and final release; review and make amendments to draft first report to court	1.00	\$500.00	\$500.00
2025-04-09	EMC	continue draft report to court; discussion with tenant re plumbing issue; correspondence with Lisa, CMHA re HVAC assessment;	0.50	\$225.00	\$112.50
2025-04-10	TPR	conference call with Dom Michaud, lawyer for Peakhill and Rosemary Fisher, lawyer re discharge motion; correspond with Neil McEvoy et al, Century 21; review G/L; correspondence/discussions re property management, mail delivery, CMHA; review CMHA correspondence; correspond with Rocco, Lockit Security re weekly inspections	1.10	\$500.00	\$550.00
2025-04-10	DTI	Coordinate mail delivery for tenants, attend calls, schedule regular visits by Graham. Answer questions regarding lease for Unit 331 for Hastings County.	0.60	\$215.00	\$129.00
2025-04-11	TPR	correspondence/discussions re tenants; HVAC, fire alarms, inspection quote, security checks; review general ledger; review and make amendments to first draft report to court; review appendices to first report; review Belleville Fire & Emergency Services inspection order; review false alarm invoice from City of Belleville	1.00	\$500.00	\$500.00
2025-04-11	DTI	Respond to Tenant inquires regarding ongoing issues with fire alarm, heading and water pressure.	0.40	\$215.00	\$86.00

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June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-04-11	EMC	review fire inspection order and invoice; discussion and correspondence with Control Fire re quote; tenant correspondence; correspondence re site checks; discussion with Elexicon re utilities account;	0.50	\$225.00	\$112.50
2025-04-14	TPR	correspondence/discussions re property access, plumbing/electrical issues, insurance; review general ledger	0.30	\$500.00	\$150.00
2025-04-14	EMC	Review insurance policy; discussion with Dharam re power lost for half the 3rd floor, plumbing issue; discussion with Elxicon; discussion with Dharam re update on power;	0.30	\$225.00	\$67.50
2025-04-14	DTI	Multiple phone calls with Graham, E. McCullagh and R.Tuzi regarding property and electrical issues.	0.40	\$215.00	\$86.00
2025-04-15	EMC	discussion with Dharam re update;	0.10	\$225.00	\$22.50
2025-04-15	TPR	correspondence/discussions re breaker/electrical issues, janitorial; review G/L	0.20	\$500.00	\$100.00
2025-04-15	DTI	Speak with tenant in 317, arrange for an electrician to visit and resolve issue regarding no power in half the unit.	0.50	\$215.00	\$107.50
2025-04-15	CGL	Administrative work including couriering cheques to vendors.	0.20	\$100.00	\$20.00
2025-04-16	TPR	correspondence/discussions re leases, MetaMore, fire systems quote, site inspection, electrical repairs; review G/L; review tenant leases	0.40	\$500.00	\$200.00
2025-04-16	EMC	discussion with Dharam re wade ennis request; correspondence with Graham and Mitchell, Control Fire re site visit;	0.20	\$225.00	\$45.00
2025-04-16	DTI	Correspond with Electrician to and tenant to confirm electrical issue has been resolved.	0.20	\$215.00	\$43.00
2025-04-16	EST	Scan, save and send leases to Wade Ennis	1.00	\$250.00	\$250.00
2025-04-21	TPR	review Canadian Mental Health Association correspondence; review City of Belleville water disconnection notices; discussions/correspondence re stay, utilities, City of Belleville; review general ledger; correspond with Rosemary Fisher, lawyer; correspond with Chris Belsito, lawyer for MetaMore Inc.	1.00	\$500.00	\$500.00
2025-04-21	EMC	various correspondence and discussions with Lisa, CMHA, TP, fire department and Dharam re water shut off; review notice sent et al;	0.50	\$225.00	\$112.50
2025-04-21	DTI	Correspondence with L.Ali, various CMHA staff, E.McCullagh, T.Pringle from Spergel, members of City of Belleville fire regarding water shut off notice, locate city staff, have them investigate issue, confirm water was not disconnected.	2.20	\$215.00	\$473.00

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2025-04-22	TPR	review receivership order; tdw Rosemary Fisher, lawyer; correspondence/discussions re City of Belleville, keys, May rent, tenants, CMHA, suppliers; correspond/tdw Wade Ennis, MetaMore Inc. re surrendering 228 Dundas Street East; review, make amendments to and sign supplier letter; review and sign letter to tenants; review legal correspondence; correspond/tdw Julie Tomlinson, Canadian Mental Health Association; review G/L	1.50	\$500.00	\$750.00
2025-04-22	EMC	Conference call with Dharam and Wade and TP; re ceding possession, draft notices to suppliers; discussion with Dharam re Belleville water; finalize and issue supplier letters; conference call with TP, Julie, CMHA re ceding property to Metamore;	0.75	\$225.00	\$168.75
2025-04-22	DTI	Speak with City of Belleville staff to confirm water was not disconnected. Prepare notices for tenants confirming handover of operations to Metamore Inc, travel to sign, meet with W.Ennis and A.Ennis, hand over keys, deliver notices to tenants.	5.30	\$215.00	\$1,139.50
2025-04-23	TPR	review legal correspondence; review general ledger	0.20	\$500.00	\$100.00
2025-04-24	TPR	tdw Dom Michaud, lawyer; discussions/correspondence re tenants	0.20	\$500.00	\$100.00
2025-04-25	TPR	review and make amendments to draft first report to court; review G/L	0.20	\$500.00	\$100.00
2025-04-28	TPR	discussions/correspondence re ODSP rent; review G/L	0.10	\$500.00	\$50.00
2025-04-28	EMC	Correspondence to Wade, Metamore re rent, suppliers, ODSP;	0.10	\$225.00	\$22.50
2025-04-29	TPR	correspond/tdw Chris Belsito, lawyer; review G/L	0.20	\$500.00	\$100.00
2025-04-30	DTI	Review bills and prepare cheque requisitions.	0.70	\$215.00	\$150.50
2025-04-30	TPR	review and approve payment of electrical repair invoice; review and approve cheque requisition	0.20	\$500.00	\$100.00
2025-05-02	TPR	discussions/correspondence re utility bill, CRA; review general ledger; review CRA HST deemed trust claim	0.30	\$500.00	\$150.00
2025-05-05	TPR	correspond with Wade Ennis, MetaMore Inc.; review general ledger	0.20	\$500.00	\$100.00
2025-05-06	TPR	discussions/correspondence re May rent, utility bill	0.10	\$500.00	\$50.00
2025-05-09	TPR	review MetaMore Inc. wire details; review G/L	0.10	\$500.00	\$50.00
2025-05-12	TPR	discussions/correspondence re utilities, rent; review general ledger; review and approve cheque requisition	0.30	\$500.00	\$150.00
2025-05-20	TPR	correspond with Wade Ennis, MetaMore Inc.; review general ledger; review draft interim statement of receipts and disbursements	0.30	\$500.00	\$150.00

Barrie 705 722 5090 • Brampton 905 874 4905 • Downsview 416 633 1444 • Hamilton 905 527 2227 • London 519 902 2722 • Mississauga 905 602 4143
 Oshawa 905 721 8251 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Toronto 416 778 8813 • Vaughan 647 288 7636
 Saskatchewan 306 341 1660 • British Columbia 604 365 7434





msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

June 24, 2025

Invoice #: 1208

Metamore Inc.

INVOICE

2025-05-21	TPR	<i>review CRA RC notice of assessment</i>	0.10	\$500.00	\$50.00
2025-05-27	TPR	<i>review and approve payment of Lockit invoice; review general ledger</i>	0.20	\$500.00	\$100.00
Professional Services Total:			109.45		\$36,754.75



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APPENDIX 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

- and -

METAMORE INC.

Respondent

**AFFIDAVIT OF DANIEL LILKO
(Sworn: June 25, 2025)**

I, Daniel Lilko, of the City of Burlington, in the Province of Ontario **MAKE OATH
AND SAY:**

1. I am an associate with SimpsonWigle Law LLP, the legal counsel to the Court-appointed Receiver (the "**Receiver**") of Metamore Inc. (the "**Debtor**"), and, as such, have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The accounts attached hereto and referenced below and the work done as reflected therein was necessary.
3. The Receiver was appointed, without security, of the assets, undertakings and properties of the Debtor by Court Order dated March 18, 2025.
4. In our capacity as legal counsel to the Receiver, we have prepared a Statement of Account in connection with our role detailing our services rendered and

disbursements incurred for the period January 22, 2025, through to and including June 24, 2025, for the sum of \$7,100.26, which is comprised of fees in the amount of \$5,958.50, plus HST in the amount of \$774.61 and disbursements of \$335.40, plus taxes in the amount of \$31.75. Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of the Statement of Account.

5. I estimate that additional fees in the amount of \$3,800.00 plus disbursements and taxes are required in order to finalize the Motion materials, attend Court and file the Receiver's discharge certificate.
6. This Affidavit is made in support of a Motion to, *inter alia*, approve the receipts and disbursements of the Receiver and the accounts of its counsel and for no improper purpose.

SWORN before me at the City of
Burlington, in the Province of Ontario
This 25th day of June, 2025



A Commissioner, etc.

Tanisha Elaine Lashley, a
Commissioner, etc., Province of
Ontario, for SimpsonWigle LAW LLP,
Expires: April 5, 2027

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DANIEL LILKO

**Matter Billing Guide
for SimpsonWigle LAW LLP
as at 25 Jun 2025**



Filtered by Matter - MAT91025

Excluding Pre-Bill Items

Matter No.:	MAT91025	Client No.:	CNT43398
Matter Name:	RECEIVERSHIP OF METAMORE INC. CREDITOR: PEAKHILL CAPITAL INC. GUARANTORS: LAURIE CONSITT, SHAWN BEA AND JEREMY STEEVES		
Description:			
Client:	msi Spergel Inc.	Department:	Litigation (Levy)
Address:	21 King Street West, Suite 1602, Box 54 Hamilton, ON L8P 4W7, Canada	Owner:	Rosemary Fisher
		Current Owner:	Rosemary Fisher
		Legacy Ref:	
Att:		Date Opened:	28 Jan 25
Client Ref:		Fee Schedule:	_Rate 0
Client Tax No.:	N/A	Invoice Template:	1A - FE and Rate Summary without amounts (withou
	Tanisha Elaine Lashley, a Commissioner, etc., Province of Ontario, for SimpsonWigle LAW LLP, Expires: April 5, 2027	Discount:	0.00%
A/R:	0.00	Unbilled Fees:	5,958.50
Trust:	0.00	Unbillable Fees:	0.00
Reserve Trust:	0.00	Unbilled Disb:	335.40
Investment:	0.00	Unbilled Time:	10.00
		Unbillable Time:	0.00
Last Invoice Date:		Last Billable Date:	24 Jun 25
Transfer Notes:			
Fee Earner Summary:	A COMMISSIONER FOR TAKING AFFIDAVITS		

Code	Fee Earner	Time (hh)	Fees	Write U/D	Notes
217	Daniel R. Lilko	0.70	252.00		
115	Gokcin Nalsok	1.20	684.00		
42	Rosemary Fisher	8.10	5,022.50		

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
22 Jan 25	42	01	telephone call with T. Pringle re conflict search; review email from T. Pringle; D. Michaud re Appointment Letter; review Attornments; reply; email to client;	T	-	600.00	0.60	360.00	46.80	406.80
27 Jan 25	42	23	review email from client; letter to L.L. from CMHA re set-off; water and hydro; discussion with client;	T	-	600.00	0.40	240.00	31.20	271.20
28 Jan 25	42	07	engaged in review of emails re landlord counter-manding attornment;	T	-	600.00	0.40	240.00	31.20	271.20
01 Feb 25	42	01	review email from D. Michaud re Appointment Letter/Attornment);	T	-	600.00	0.20	120.00	15.60	135.60
02 Feb 25	42	23	review email from D. Michaud; client re rent;	T	-	625.00	0.10	62.50	8.13	70.63
02 Feb 25	42	23	review email from client re equipment;	T	-	625.00	0.20	125.00	16.25	141.25

Matter No.:

MAT91025

Client No.:

CNT43398

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
10 Feb 25	42	23	review email from D. Michaud; R. Ghigone;	T	-	625.00	0.10	62.50	8.13	70.63
10 Feb 25	42	23	review email from client/applicants re rent;	T	-	625.00	0.20	125.00	16.25	141.25
11 Feb 25	42	07	engaged in review of Supplementary Affidavit and draft Receivership Order; email to client;	T	-	625.00	0.60	375.00	48.75	423.75
13 Feb 25	42	07	engaged in review of Factum and Supplemental materials;	T	-	625.00	0.60	375.00	48.75	423.75
14 Feb 25	42	23	review email from D. Michaud re adjourned to March 18th re rent issue;	T	-	625.00	0.10	62.50	8.13	70.63
14 Feb 25	42	23	review email from D. Magisano re utility payments made;	T	-	625.00	0.10	62.50	8.13	70.63
25 Feb 25	42	03	receive and review letter from C. Belsito re Notice of Appearance;	T	-	625.00	0.20	125.00	16.25	141.25
11 Mar 25	42	23	review email from T. Pringle re commitment letter;	T	-	625.00	0.20	125.00	16.25	141.25
01 Apr 25	42	23	review email from client re payout;	T	-	625.00	0.10	62.50	8.13	70.63
01 Apr 25	42	23	review email from D. Michaud re Receivership proceeding;	T	-	625.00	0.10	62.50	8.13	70.63
01 Apr 25	42	23	review email from L. Hahn;	T	-	625.00	0.10	62.50	8.13	70.63
03 Apr 25	115	-	pull and review parcel searchesx2 to ensure there is not a no dealings indicator; draft and finalize application to register court order; and attend to registration of court order; email R. Fisher copy of registered order	T	-	570.00	0.90	513.00	66.69	579.69
03 Apr 25	42	07	engaged in review of Independent Contractor Agreement; revisions to same;	T	-	625.00	0.20	125.00	16.25	141.25
03 Apr 25	42	22	email to client re registered court Order;	T	-	625.00	0.10	62.50	8.13	70.63
04 Apr 25	42	23	review email from D. Michaud; client; discussion with client; consider potential issues;	T	-	625.00	0.30	187.50	24.38	211.88
06 Apr 25	42	07	engaged in review of Property Management Services duties;	T	-	625.00	0.20	125.00	16.25	141.25
07 Apr 25	42	23	review email from D. Michaud; client; reply; engaged in review of Release language; reply;	T	-	625.00	0.30	187.50	24.38	211.88
08 Apr 25	42	23	review email from D. Michaud; client; reply;	T	-	625.00	0.20	125.00	16.25	141.25
08 Apr 25	42	23	review email from C. Belsito (assignment);	T	-	625.00	0.10	62.50	8.13	70.63
08 Apr 25	42	01	telephone call with T. Pringle; meeting with Belsito Law;	T	-	625.00	0.30	187.50	24.38	211.88
10 Apr 25	42	07	engaged in review of Release; payout; meeting with T. Pringle; D. Michaud re attorned rents;	T	-	625.00	0.40	250.00	32.50	282.50
21 Apr 25	42	23	numerous email exchanges from T. Pringle re water and liability issues;	T	-	625.00	0.40	250.00	32.50	282.50
22 Apr 25	42	01	telephone call with T. Pringle; prepare and forward letter to C. Belsito; review email from E. McCullagh re draft to suppliers; review and reply;	T	-	625.00	0.60	375.00	48.75	423.75
23 Apr 25	42	23	review email from C. Belsito re Discharge Motion;	T	-	625.00	0.10	62.50	8.13	70.63
29 Apr 25	115	-	receipt email from LRO re order; reply with explanation re order	T	-	570.00	0.20	114.00	14.82	128.82
08 May 25	42	23	review email from LRO; advise D. Michaud re Order has to be issued in order to file;	T	-	625.00	0.20	125.00	16.25	141.25
08 May 25	115	-	receipt email from LRO re final decision; email Rosemary re same; email LRO re same	T	-	570.00	0.10	57.00	7.41	64.41

Matter No.: MAT91025

Client No.: CNT43398

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
24 Jun 25	42	01	review of email exchanges with C. Belsito and T. Pringle; email exchange with C. Belsito;	T	-	625.00	0.40	250.00	32.50	282.50
24 Jun 25	217	-	review of correspondence from client, review of respondent counsel correspondence and motion record re discharge of trustee, correspondence to client re comments on same;	T	-	360.00	0.70	252.00	32.76	284.76
Total Unbilled Fees							10.00	5,958.50	774.67	6,733.17

Unbilled Disbursements

Date	Activity	Description	Unit Type	Amount	Tax	Total Incl
28 Jan 25	13	File Administration Fee	F	95.00	12.35	107.35
29 Jan 25		Transaction Levy: Litigation	U	100.00	13.00	113.00
01 Apr 25	06	Search/Teraview	U	20.25	0.00	20.25
01 Apr 25	06	Search/Teraview	U	37.45	4.87	42.32
03 Apr 25	34	Cheque payment to SimpsonWigle ERBA - Registration	U	70.90	0.00	70.90
03 Apr 25	34	Cheque payment to SimpsonWigle ERBA - Registration	U	11.80	1.53	13.33
Total Unbilled Disbursements				335.40	31.75	367.15

Trust Statement

Date	Description	Payments	Receipts	Balance
03 Apr 25	ER RECEIPTS ERBA TRUST REC/DISB	0.00	84.23	84.23
03 Apr 25	ER PAYMENTS ERBA TRUST REC/DISB	84.23	0.00	0.00
Total		84.23	84.23	0.00

PEAKHILL CAPITAL INC.
Applicant

-and- METAMORE INC.
Respondent

Court File No. CV-25-00735381-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DANIEL LILKO

SimpsonWigle LAW LLP
1006 Skyview Drive, Suite 103
Burlington, Ontario
L7P 0V1

Rosemary A. Fisher (LSO# 32238T)
Email: fisherr@simpsonwigle.com
Tel: (905) 639-1052
Fax: (905) 528-9008

Lawyers for the Receiver, msi Spergel Inc.

APPENDIX 6

District of Ontario
Division No. 33 - Ottawa
Estate No. 33-165891

**In the matter of the Receivership of
Metamore Inc. - 228 Dundas Street East, Belleville
Receiver's Interim Statement of Receipts and Disbursements
as of June 25, 2025**

RECEIPTS

Rental Income	\$ 104,202.41
Interest	<u>566.26</u>

TOTAL RECEIPTS

\$ 104,768.67

DISBURSEMENTS

Repairs and Maintenance	\$ 6,344.41
Travel	1,205.28
Security	977.00
HST Paid	1,069.43
Stock Taking and Possession	580.00
Filing Fee, Ascend License	<u>405.42</u>

TOTAL DISBURSEMENTS

\$ 10,581.54

Net Receipts over Disbursements

\$ 94,187.13 E&OE

PEAKHILL CAPITAL INC.
Applicant

-and- METAMORE INC.
Respondent

Court File No. CV-25-00735381-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**RESPONDING MOTION RECORD
OF THE RECEIVER, msi SPERGEL INC.**

SimpsonWigle LAW LLP

1006 Skyview Drive, Suite 103
Burlington, ON L7P 0V1

Rosemary A. Fisher (LSO# 32238T)

Email: fisherr@simpsonwigle.com
Tel: (905) 639-1052

Lawyers for the Receiver, msi Spergel Inc.