

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.

Respondents

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## **MOTION RECORD OF THE RECEIVER**

(Returnable: October 28, 2025)

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October 8, 2025

**HARRISON PENZA LLP**

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

**Timothy C. Hogan (LSO #36553S)**

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Fax: 519-667-3362  
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Solicitors for the Receiver,  
msi Spergel Inc.

TO SERVICE LIST

## SERVICE LIST

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AND

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*Receiver*

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*Respondent*

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*Respondent*

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Toronto, ON M5A 1S7  
Email: [dwheler@hotmail.com](mailto:dwheler@hotmail.com)

*Respondent*

AND

TO: **DOUGLAS WHELER**  
Email: [dwheler@hotmail.com](mailto:dwheler@hotmail.com)

*Principal and Director of the Debtors*

AND

TO: **ATTORNEY GENERAL OF CANADA**  
Department of Justice of Canada  
Ontario Regional Office, Tax Law Section  
120 Adelaide Street West, Suite 400  
Toronto, ON M5H 1T1

AND

TO: **HIS MAJESTY THE KING IN RIGHT  
OF ONTARIO AS REPRESENTED BY  
THE MINISTRY OF FINANCE**  
Revenue Collections Branch – Insolvency Unit  
33 King Street W., P.O. Box 627  
Oshawa, ON L1H 8H5  
  
Email: [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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AND

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*Court-appointed Receiver over the Property of  
James Gault Holdings Inc. and 1606077 Ontario Inc.*

AND

TO: **CANADA REVENUE AGENCY**  
c/o Department of Justice Ontario  
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Toronto, ON M5H 1T1  
  
Email: [AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca)

AND

TO: **Papazian | Heisey | Myers**  
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*Former Counsel to the Respondents*

AND

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*Lawyers for purchaser*

AND

TO: **HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE  
MINITER OF NATIONAL REVENUE**

Canada Revenue Agency  
Attn: Support Staff  
166 Frederick Street,  
Kitchener, ON, N2H 0A9

AND

TO: **METROLINX**  
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AND

TO: **CONCERT REAL ESTATE CORPORATION, OPG 132 HOLDINGS INC.**  
c/o Concert Properties Ltd.  
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Toronto, ON M5J 2H7

AND

TO: **OVERLAND LLP**  
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Toronto, ON M2N 6P4  
  
**Attention: Christopher Tanzola**  
Email: [ctanzola@overlandllp.ca](mailto:ctanzola@overlandllp.ca)  
Tel: 416-730-0645

**Attention: Peter Quinn**  
Email: 416-450-5021  
Tel: 416-450-5021

*Counsel for Concert Real Estate Corporation and OPG 132 Holdings Inc.*

AND

TO: **CLERMONT-FERRAND LTD.**  
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Toronto, ON M5A 1S7

AND

TO: **CITY OF TORONTO**  
City Hall, City of Clerk's Office – Claims  
100 Queen Street West, 9<sup>th</sup> Floor, West Tower  
Toronto, ON M5H 2N2

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# Tab 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE TORONTO-DOMINION BANK

Applicant

- and -

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.

Respondents

**IN THE MATTER OF AN APPLICATION PURSAUNT TO SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3. AS AMENDED, AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c C43, AS AMENDED**

**NOTICE OF MOTION**

msi Spergel inc. ("**Spergel**") in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**") of 1871 Berkeley Events Inc., 1175484 Ontario Inc. ("**117 Ontario**"), 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc. (collectively, the "**Debtors**"), will make a Motion to a Judge.

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

☐ In writing under subrule 37.12.1 (1) because it is;

☐ In writing as an opposed motion under subrule 37.12.1 (4);

☐ In person;

☐ By telephone conference;

☐ By video conference.

at the following location: **to be heard by Zoom, in person or hybrid, as determined by the Judge presiding over the motion**

On Tuesday, October 28, 2025, or as soon after that time as the Motion can be heard at Toronto, Ontario.

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached hereto at Schedule “A”, *inter alia*:
  - a. An Approval and Vesting Order approving the sale transaction contemplated by the Agreement of Purchase and Sale dated August 13, 2025, entered between Hyde Park Homes Limited in trust (the “**Purchaser**”) and the Receiver, as Vendor, (the “**Sale Agreement**”) with respect to the Real Property (as defined below) and authorizing the Receiver to complete the transaction thereby (the “**Transaction**”);
  - b. Vesting in the Purchaser, 117 Ontario’s rights, title and interest in and to the Real Property, free and clear of any claims and encumbrances save and except for “Permitted Encumbrances” as defined in the Sale Agreement.
2. An Ancillary Order, substantially in the form attached hereto at Schedule “B”, *inter alia*:
  - a. Abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable on October 28, 2025;
  - b. Approving the Second Report of the Receiver dated October 8, 2025 (the “**Second Report**”), and the activities and conduct of the Receiver set out therein provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Second Report;
  - c. Approving the Commission Agreement entered into between the Receiver and Colliers Macaulay Nicolls Inc. dated August 13, 2025;
  - d. Sealing the Confidential Appendices (as defined herein) to the Second Report until the earlier of the completion of the Transaction or until further Order of this Court;
  - e. Approving the Receiver’s Interim Statement of Receipts and Disbursements as detailed in the Second Report;

- f. Approving the fees and disbursements of the Receiver, and the fees and disbursements of its counsel (collectively, the “**Fees**”) (as defined in the Second Report), and authorizing payment of same;
3. The costs of this motion on a substantial indemnity basis, if opposed; and,
4. Such further and other relief as counsel may request and this Honourable Court deems just.

## **THE GROUNDS FOR THE MOTION ARE:**

### The Appointment of the Receiver

1. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice dated July 7, 2023 and effective on July 31, 2023 (the “**Appointment Order**”), Spergel was appointed as the Receiver, without security, of assets, undertakings and properties of the Debtors.
2. The Property, as defined in the Appointment Order, includes the real property municipally known as 315-317 King Street East, Toronto, Ontario (the “**Real Property**”) owned by 117 Ontario.
3. Pursuant to the Order of Justice Conway dated January 16, 2024 (the “**Sales Process Order**”), the Receiver was authorized to complete a sales process of the Real Property (the “**Sales Process**”).

### The Receiver's Activities

4. The Receiver's activities since the Sales Process Order have concentrated on, among other things:
  - a. Installing barriers around the Real Property;
  - b. Engaged the services of a property management to inspect the Real Property three times a week;
  - c. Completed the Court approved Sales Process as reported in the Second Report;and,

- d. Reviewing letters of intent and offer's for the Real Property, and ultimately negotiating the Transaction.
5. The Receiver requests that its actions, as outlined in the Second Report, should be approved by this Honourable Court.

#### The Sale Process and Sale Agreement

6. Paragraph 3(j) of the Appointment Order authorizes the Receiver to market any or all the Property of the Debtors, including advertising and soliciting offers in respect of the Property of the Debtors, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
7. Paragraph 3(k) of the Appointment Order authorizes the Receiver to sell the Property of the Debtors, subject to Court approval, having regard to the monetary limits set out therein.
8. Paragraph 3(l) of the Appointment Order authorizes the Receiver to apply for a vesting order, or other orders necessary to convey the Property, or any part or parts thereof to a purchaser, or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
9. The Court Approved Sale Process was conducted by the Receiver with the listing of the Real Property under a MLS agreement with Colliers, with Colliers completing the Marketing of the Real Property as detailed in the Second Report.
10. The Receiver recommends the completion of the Transaction, which resulted from the completed Court approved Sales Process, which process the Receiver submits meets the Soundair principals.

#### Professional Fees

11. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.

12. The Receiver and its counsel have each properly incurred fees and disbursements as detailed in the Second Report.

13. The Receiver is also seeking the Fee Accruals (as defined and described in the Second Report).

Sealing Order

14. The disclosure of the information contained in the Confidential Appendices could potentially impair the value maximizing purpose of the Sales Process, and the sealing order sought in relation to the Confidential Appendices (i) aligns with the purpose of the Sales Process and the interest promoted therein; (ii) is fair and reasonable in the circumstances; and (iii) will achieve the desired benefit without unduly impairing the openness of the Court's process

15. Until such time as the Sale Process is completed and the Real Property is sold or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Appendices should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have.

16. Section 243 and 249 of the *Bankruptcy and Insolvency Act*.

17. Sections 100 and 137(2) of the *Courts of Justice Act*.

18. Rules 1.04, 2, 3 and 37, of the *Rules of Civil Procedure*.

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

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

1. The Appointment Order;
2. The Second Report of the Receiver dated October 8, 2025;

3. Such materials as counsel may advise and this Honourable Court may permit.

October 8, 2025

**HARRISON PENZA LLP**

Barristers & Solicitors  
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Solicitors for the Receiver,  
msi Spergel inc.

# Schedule “A”

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 28 <sup>TH</sup>
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc., solely in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of 1175484 Ontario Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**") between the Receiver and The Queen Berkeley Inc., as assignee of Hyde Park Homes Limited (the "**Purchaser**"), dated August 13, 2025 and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") and referenced in Schedule "B" hereto, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated October 8, 2025 and Appendices thereto and on hearing the submissions of counsel for the Receiver, the submissions for the Respondents, and all other parties in attendance, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn, October 8, 2025, filed:

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

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated July 31, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

6. THIS COURT ORDERS that, notwithstanding:

the pendency of these proceedings;

any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

any assignment in bankruptcy made in respect of the Debtors;

7. THIS COURT ORDERS that the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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*Justice* , *Ontario Superior Court of Justice*

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the "**Court**") dated July 31, 2023, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 1175484 Ontario Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of Augst 13, 2025 (the "**Sale Agreement**") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of 1175484 Ontario Inc. and The Queen Berkeley Inc., as assignee of Hyde Park Homes Limited (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

**msi Spergel Inc., solely in its capacity as  
Receiver of the undertaking, property and  
assets of 1175484 Ontario Inc. and not in its  
personal capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

The Purchased Assets, as defined in the Sale Agreement including, without limitation, the Real Property described as follows:

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, COMPRISING THE WHOLE OF PIN 21091-0082(LT)

**Schedule C – Claims to be Deleted and Expunged from title to Real Property**

1. Charge in favour of The Toronto-Dominion Bank registered June 13, 2017;
2. Notice of assignment of rents general in favour of The Toronto-Dominion Bank registered June 13, 2017;
3. Notice in favour of The Toronto-Dominion Bank registered March 29, 2019;
4. Notice in favour of The Toronto-Dominion Bank registered November 29, 2019;
5. Notice in favour of The Toronto-Dominion Bank registered September 14, 2020;
6. Lien in favour of Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue registered January 28, 2022.

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

**(unaffected by the Vesting Order)**

Plan Boundaries Act registered June 17, 1980 as 63BA1749;

By-law registered February 28, 1997 as CA457044;

Application to register order June 16, 2021 as AT5769910;

Reference Plan deposited August 12, 2022 as 66R-32838;

Reference Plan deposited August 1, 2023 as 66R-33480;

Notice Metrolinx registered February 15, 2024.

THE TORONTO-DOMINION BANK

-and-

1871 BERKELEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**ORDER**

**HARRISON PENSA LLP**

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Lawyers for the Receiver,  
msi Spergel inc.

# Schedule “B”

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
  
JUSTICE

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TUESDAY, THE 28TH  
DAY OF OCTOBER, 2025

THE TORONTO-DOMINION BANK

Applicant

- and -

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC.,  
504 JARVIS INC. AND SOUTHLINE HOLDINGS INC.

Respondents

**ORDER**

**THIS MOTION**, made by msi Spergel inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of all the assets, undertakings and properties of 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc (collectively, the “**Debtors**”), for an order approving the Receiver’s Second Report to the Court dated October 8, 2025, including the Confidential Appendices (the “**Second Report**”), and the activities and conduct of the Receiver as detailed therein; approving the fees and disbursements of the Receiver, and the Receiver’s counsel, Harrison Pensa LLP (all as detailed in the Second Report) (the “**Professional Fees**”), and payment of same, be approved, and for other associated relief was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion dated October 8, 2025, the Second Report, and on hearing the submissions of counsel for the Receiver and all other counsel for such other parties present, all properly served, as it appears from the Affidavit of Service of Sydney Inghelbrecht sworn October 8, 2025, filed:

## **SERVICE**

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

## **CAPITALIZED TERMS**

2. **THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the Second Report.

## **REPORT AND ACTIVITIES OF THE RECEIVER**

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

## **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

4. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements as outlined in the Second Report be and is hereby approved.

## **PROFESSIONAL FEES**

5. **THIS COURT ORDERS** that the Professional Fees, and payment of same, be and are approved.

## **THE COMMISSION AGREEMENT**

6. **THIS COURT ORDERS** that Commission Agreement entered into between the Receiver and Colliers Macaulay Nicolls Inc. dated August 13, 2025, be and is hereby approved.

## **SEALING**

7. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and are hereby sealed, pending the completion of the Berkeley Church Transaction, or further Order of the Court.

## **GENERAL**

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

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date of this Order and is enforceable without any need for entry or filing.

---

*Justice* , *Ontario Superior Court of Justice*

THE TORONTO-DOMINION BANK

-and-

1871 BERKELEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**ORDER**

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Lawyers for the Receiver,  
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THE TORONTO-DOMINION BANK

v.

1871 BERKELEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**NOTICE OF MOTION**

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Lawyers for the Receiver,  
msi Spergel inc.

# Tab 2

**Court File No. CV-23-00693494-00CL**

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

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

**Applicant**

**and**

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**Respondents**

**SECOND REPORT OF MSI SPERGEL INC. IN ITS  
CAPACITY AS COURT-APPOINTED RECEIVER OF  
1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**OCTOBER 8, 2025**

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## **APPENDICES**

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4. Endorsement of Justice Conway dated January 16, 2024
5. Order of Justice Conway dated January 16, 2024
6. Aide Memoire dated September 22, 2025
7. Endorsement of Justice Steele dated September 26, 2025
8. Listing Agreement for the Real Property
9. Commission Agreement with Colliers dated August 13, 2025
10. Redacted copy of the HPH Sale Agreement
11. Parcel Register for the Real Property
12. PPSA search Report for 1175
13. Email exchange with Patrick Shea City of Toronto Buy-Law No. 1997-0070
14. Email exchange with Avison Young Valuations
15. Affidavit of Philip Gennis sworn October 6, 2025
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## **CONFIDENTIAL APPENDICES**

1. Appraisals
2. Confidential Information Memorandum
3. Disposition Report from Colliers
4. Colliers Marketing and Sales Report dated October 6, 2025
5. Bid Summary Matrix for the period up to April 30, 2024
6. Bid Summary Matrix for the period after April 30, 2024
7. Unredacted copy of the HPH Sale Agreement

## **I. APPOINTMENT AND BACKGROUND**

1. This report (the “**Second Report**”) is filed by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of the following entities (collectively, the “**Companies**” or the “**Debtors**”):
  - i. 1871 Berkeley Events Inc. (“**Berk**”)
  - ii. 1175484 Ontario Inc. (“**1175**”)
  - iii. 111 King Street East Inc. (“**King**”)
  - iv. 504 Jarvis Inc. (“**Jarvis**”); and
  - v. Southline Holdings Inc. (“**South**”)
2. The Debtors are all Canadian owned, private corporation incorporated pursuant to the laws of the Province of Ontario.
3. 1175 is the owner of the real property located at 315-317 King Street East, Toronto, Ontario (the “**Real Property**”), legally described as Part Lot 40, Plan 7A Toronto as in CA400212;T/W CA400212; together with an easement over Lots 40-42 Plan 7A, Toronto, except CT47865,CA424766,CT118457, CT463889,CA400212 as in AT5769910; City of Toronto being Pin Number21091-0082 (LT).
4. Berk operated an event venue out of the heritage former church building (the “**Berkeley Church**”) located at the Real Property. Event venue operations ceased immediately after the appointment of the Receiver.
5. King, Jarvis and South each operated event venues, which operations had ceased prior to the appointment of the Receiver.
6. On January 24, 2023, The Toronto-Dominion Bank (“**TD**” or the “**Bank**”) brought an application in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for the appointment of a Receiver. The Bank’s application, originally returnable on March 7, 2023, was adjourned on consent to a case conference held July 7, 2023.

7. On July 7, 2023, the Honourable Justice Steele of the Court issued an endorsement (the “**July 7<sup>th</sup> Endorsement**”) and signed an Order appointing Spergel as Receiver over the assets, properties, and undertakings of the Debtors (the “**Property**”), including the Real Property (the “**Receivership Order**”).
8. Pursuant to the July 7<sup>th</sup> Endorsement, the Court ordered that the Receivership Order would not be effective until July 31, 2023, providing that the following conditions were met:
  - a) Priority payables have been addressed to the satisfaction of TD; and
  - b) TD has been repaid in full on or before July 28, 2023.

(the “**Endorsement Terms**”)

Attached to this Second Report as **Appendix “1”** and “**2**”, respectively, are copies of the July 7<sup>th</sup> Endorsement and the Receivership Order.

9. The terms of the July 7<sup>th</sup> Endorsement were not met, and the Receivership Order became effective on July 31, 2023.
10. Further to the Receivership Order, the Receiver caused to be filed a report (the “**First Report**”), dated January 3, 2024, which report outlined to the Court the activities of the Receiver since its appointment and sought, inter alia, approval of its activities and conduct and a sales process relative to the Real Property. Attached to this Second Report as **Appendix “3”** is a copy of the First Report without appendices.
11. At a hearing held on January 16, 2024 before the Honourable Justice Conway, the relief sought by the Receiver was granted. Attached to this Second Report as **Appendices “4”** and “**5**”, respectively, are copies of the Endorsement of Justice Conway (the “**January 16<sup>th</sup> Endorsement**”) and the Order of Justice Conway dated January 16, 2024 (the “**Sale Process Approval Order**”).
12. The Receiver sought to schedule a motion seeking an Approval and Vesting Order with respect to the Real Property. Attached to this Second Report as **Appendix “6”** is a copy of the Aide Memoire filed by the Receiver in advance of the scheduling hearing to be held September 26, 2025.

13. At a scheduling hearing held on September 26, 2025, the Honourable Justice Steele, issued an endorsement (the **September 26<sup>th</sup> Endorsement**) which outlined a timetable for the Receiver's Motion for an Approval and Vesting Order approving a sale transaction for the Real Property. At the scheduling hearing, the principal of the Debtor (Douglas Wheler) attended as a self-represented party and indicated that the Debtors will be opposing the Receiver's Motion. Also, counsel for the Debtors indicated that it would be seeking an Order to be removed as counsel in these proceedings. Attached to this Second Report as **Appendix "7"** is a copy of the September 26<sup>th</sup> Endorsement.

## **II. PURPOSE OF THIS SECOND REPORT AND DISCLAIMER**

14. The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver since its First Report and to seek Orders from the Court, including:
- a) approving this Second Report and the actions and activities of the Receiver described herein and that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
  - b) approving the sale transaction (the **"Berkeley Church Transaction"**) contemplated by the Agreement of Purchase and Sale dated August 13, 2025, (the **"HPH Sale Agreement"**) between Hyde Park Homes Limited In Trust as Purchaser (**"HPH"**) and the Receiver as Vendor, for the purchase and sale of the Real Property and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Berkeley Church Transaction;
  - c) vesting in HPH or its assignee, all of the Debtor's right, title and interest in and to the Real Property, free and clear of any claims and encumbrances save and except for "Permitted Encumbrances" as defined in the HPH Sale Agreement;
  - d) approving the Commission Agreement entered into between the Receiver and Colliers dated August 13, 2025;

- e) sealing the Confidential Appendices (as defined herein) to this Second Report until the earlier of the completion of the transaction described above or until further Order of this Court;
- f) approving the Receiver's Interim Statements of Receipts and Disbursements as at September 30, 2025;
- g) approving the fees and disbursements of the Receiver for the period from December 1, 2023 to and including September 30, 2025, as described in the Affidavit of Philip Gennis sworn October 6, 2025 (the "**Receiver's Fee Affidavit**") and payment of same;
- h) approving the fees and disbursements of Receiver's Counsel for the period from January 2, 2024 to and including October 5, 2025, as described in the Affidavit of Tom Masterson sworn October 6, 2025 (the "**Receiver's Counsel Fee Affidavit**") and payment of same; and
- i) such further and other relief as Receiver's Counsel may advise and this Court deems just.

Disclaimer

- 15. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report for any other purpose than intended.
- 16. In preparing this Second Report, the Receiver has relied upon certain information found on site and/or provided to it by the management of the Companies including, without limitation, past financial performance, and other financial information. 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 forms of assurance with respect to such information. Future oriented financial information relied upon in this First Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.

17. All references to dollars in this Second Report are in Canadian currency unless otherwise noted.

### III. **RECEIVER'S ACTIVITIES**

#### ***The Real Property***

18. The Real Property is municipally known as 315-317 Queen Street East and is located on the south side of Queen Street East, west of Berkeley Street in the City of Toronto, Province of Ontario. The site is approximately 8,137 square feet and consists of the Berkeley Church (a three-storey church building, dating from 1871, which has been converted to commercial use as an event space). Included in the rentable area is a mezzanine balcony component, and lower level that is finished and partially below grade.
19. Berkeley operated a venue for weddings and corporate events from the Berkeley Church (the “**Business**”).
20. Upon its appointment, the Receiver engaged the services of a property manager to inspect the Real Property three times per week as required by the Receiver’s insurance provider given that the premises were vacant. In response to a request of the City of Toronto, the Receiver had a fence installed to protect against falling brick. The property manager attends to clean-up of debris, general maintenance, responding to alarms calls and completing repairs as required. A number of windows and weak entry points have been boarded up to prevent unwanted squatters from entering the premises.
21. The property adjoining the Real Property located at 301-311 Queen Street East (“**301-311 Queen**”).
22. 301-311 Queen is under the care and control of MNP Ltd., as Receiver pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated August 8, 2023 (the “**301-311 Receiver**”).

23. 301-311 Queen is presently the subject matter of a potential development that utilizes the air rights over the Real Property's exterior courtyard and a portion of the land below grade for underground parking. A portion of the residential tower proposed for 301-311 Queen will cantilever approximately 6 metres onto the Real Property at the 8th to the 17th floor. The Berkeley Church located on the Real Property is designated heritage and as part of the proposed development would be retained and not incorporated into the building.
24. The property adjoining the Real Property to the south is a laneway (the "**Laneway**") shared with 301-311 Queen and with an existing condominium building located at 132 Berkeley Street ("**132 Berkeley**"). The Laneway, and the shared use, access and easement rights associated therewith, was previously the subject matter of an appeal before the Local Planning Appeal Tribunal identified by Case No. PL161267 (the "**132 Appeal**") involving 1175, the owners of 301-311 Queen, and the owners of 132 Berkeley, being Concert Real Estate Corporation and OPG Holdings Inc. (together, the "**132 Owner**"). The 132 Appeal was settled prior to a decision being rendered and the parties entered into a settlement agreement dated October 20, 2020, which provided for, amongst other things, 1175 being obliged to register certain restrictive covenants and reciprocal easement on the title to the Real Property in favour of the 132 Owner. As of this Second Report, the restrictive covenants and reciprocal easements had not been registered.
25. As noted in the Receiver's First Report, the Receiver engaged the services of Wagner, Andrews & Kovacs Ltd. ("**Wagner**") and Avison Young Valuation & Advisory Services ("**AYVA**") to attend at and conduct full narrative appraisals of the Real Property. Copies of these appraisals were attached as confidential appendices to the Receiver's First Report and remain sealed pursuant to the Sales Process Approval Order which is Appendix "5" to this Second Report. Attached to this Second Report as **Confidential Appendix "1"** are copies of these appraisals.
26. Further to the Sale Process Approval Order, the Receiver entered into an MLS listing agreement with Colliers Macaulay Nicolls Inc. ("**Colliers**") dated January 31, 2024 (the "**Listing Agreement**") on terms acceptable to the Receiver and

previously disclosed to this Honourable Court. Attached to this Second Report as **Appendix “8”** is a copy of the Listing Agreement for the Real Property. The Listing Agreement provided that all offers were subject to the approval of this Honourable Court.

***The Sales Process and Marketing Efforts***

27. As provided for in the First Report, and in conjunction with the 301-311 Receiver, the Sales Process commenced as a joint marketing effort of the Real Property and the 301-311 Real Property.
28. As approved by the Court the Sales Process included:
  - a) separate APS in similar form for each receivership;
  - b) similar Sales Process Documents for each receivership; and
  - c) the Sale Process and the listing agreements with Colliers to provide that all offers received for each respective property shall be kept confidential and not shared with the other Receiver without prior written consent and each receivership estate shall maintain its absolute discretion to accept an offer made to it, regardless of whether the offer is made to one or both receivership estates.
29. Commencing January 31, 2024, Colliers widely marketed the Real Property and the adjoining property in an effort to garner maximum interest. This marketing included:
  - a) listing the Real Property and the adjoining property on MLS;
  - b) establishing electronic Data Rooms;
  - c) preparing a confidential information memorandum that was made available in the data room to parties who signed non-disclosure agreements, a copy of which is attached at **Confidential Appendix “2”**;
  - d) utilizing social media outlets such as LinkedIn and Instagram;
  - e) sending 9 separate e-mail blasts with details of the Real Property to a list of over 3,000 contacts available to Colliers;

- f) establishing a website for the property; and
  - g) preparing and distributing a brochure entitled investment summary with respect to the properties.
- (collectively the “**Marketing**”)
- 30. The Marketing resulted in 43 interested parties executing Confidentiality Agreements, 43 parties accessing the Data Room set up by Colliers for the Real Property and the adjoining property and approximately 6 interested parties touring the Real Property.
  - 31. Colliers provided to the Receiver weekly disposition progress reports detailing Collier’s marketing efforts and market feedback. Attached to this Second Report as **Confidential Appendix “3”**, is a copy of the last Disposition Report issued by Colliers which shows the details of information that was being tracked, comments from potential purchasers, data room activity, confidentiality agreements received and examples of eblasts and the website established by Colliers.
  - 32. In addition, attached to this Second Report as **Confidential Appendix “4”** is a Marketing and Sales Report dated October 6, 2025 which Report covers the entirety of the marketing process from January 31, 2024 to the Bid Deadline of April 30, 2024 (the “**Marketing Report**”), which process began as a joint offering of the Real Property and the adjoining property. This document summarizes interest levels, offers received, and feedback.
  - 33. Further, the Marketing Report addresses the factors why a transaction to sell both the Real Property and the 301-311 Queen property could not be reached. The Marketing Report was relied on by the Receiver and supports the Receiver’s decision to negotiate and finalize the Berkeley Church Transaction for which approval of same is recommended by the Receiver.
  - 34. As a result of the Marketing of the Real Property and the 301-311 Queen property, 1 offer and 2 Letters of Intent (“**LOI**”) were received by the Bid Deadline. The LOIs were indicative that limited due diligence was completed. Accordingly, the values attributed to each of the two parcels were interpreted with caution and not given

significant weight. Ultimately, the conditions put forward by those prospective purchasers who responded by the Bid Deadline were too onerous and an agreement could not be reached. Attached to this Second Report as **Confidential Appendix “5”** is a copy of the Bid Summary Matrix prepared by Colliers for the period up to and including the Bid Deadline.

35. Given the lack of acceptable offers resulting from the joint marketing efforts described above, Colliers, on the instructions of the Receiver, continued to market the Real Property against the backdrop of the declining marketplace for development property.
36. By August 6, 2025, 2 offers for the Real Property were received as a result of the continued Marketing by Colliers.
37. These efforts resulted in the HPH Sale Agreement being presented, negotiated and ultimately accepted by the Receiver. Attached to this Second Report as **Confidential Appendix “6”** is a copy of the Bid Summary Matrix prepared by Colliers for the period after the Bid Deadline.
38. Upon finalizing the HPH Sale Agreement, the Receiver and Colliers entered into a Commission Agreement in order to compensate Colliers for their efforts in this regard. The Commission Agreement was drafted upon the same terms and conditions as the expired Listing Agreement. Attached to this Second Report as **Appendix “9”** is a copy of the Commission Agreement dated August 13, 2025.
39. The HPH Sale Agreement is on an “as-is, where-is” basis, conditional only upon the Purchaser being able to obtain an Approval and Vesting Order issued by the Court. Attached to this Second Report as **Appendix “10”** is a redacted copy of the HPH Sale Agreement. Attached to this Second Report as **Confidential Appendix “7”** is an unredacted copy of the HPH Sale Agreement.
40. The benefits of proceeding with the Berkeley Church Transaction include:
  - a) the Transaction has the highest deal certainty with closing subject only to the granting of an Approval and Vesting Order;
  - b) the Purchaser has conducted significant due diligence;

- c) the Purchaser has secured financing; and
  - d) the completion of the Berkely Church Transaction will allow the Receiver to look to complete the administration of the estate in a timely and cost-effective manner.
41. Leading up to the HPH Sale Agreement, the Real Property was marketed by Colliers for 18 and ½ months. The Receiver is of the view that the sales process conducted by Colliers:
- a) resulted in the best price for the Real Property under the circumstances;
  - b) considered the interests of all parties;
  - c) accounted for the declining marketplace;
  - d) was a fair and public process; and
  - e) was conducted in a commercially reasonable manner in line with *Soundair* principals.
42. The Receiver is of the view that the market was extensively canvassed pursuant to Colliers' professional and industry standard marketing efforts that are detailed above and are provided for in the Colliers sales and marketing proposal. Further, the Receiver is of the opinion that the efforts of Colliers through the listing of the Real Property initially in conjunction with the adjoining property on MLS and Colliers internal network have provided sufficient exposure of the Real Property to the market.
43. TD has been consulted with respect to the Berkeley Church Transaction and supports the completion of same as well as the other relief sought by the Receiver within this motion.
44. If the Berkeley Church Transaction is approved, same will close ten business days after the date of the Approval and Vesting Order is granted by this Court.
45. Attached to this Second Report as **Appendices "11"** and **"12"**, respectively, are copies of the Parcel Register for the Real Property and a report of registrations against 1175 under the Personal Property Security Act ("**PPSA**").

46. Accordingly, the Receiver is seeking an order from this Honourable Court approving the Berkeley Church Transaction and vesting in HPH or its assignees, all of 1175's right, title and interest in and to the Real Property free and clear of any claims and encumbrances save and except for "Permitted Encumbrances" as defined in the HPH Sale Agreement.

**The Berkeley Church WWI Memorial Plaque**

47. During the course of the receivership, the Receiver was contacted by Patrick Shea, KC, a partner at Gowling Lafleur Henderson LLP on behalf of a group of senior businesspeople with a connection to the Canadian Armed Forces through the 48<sup>th</sup> Highlanders of Canada. This group works to try to save WWI and WWII Memorials and ensure that they remain accessible to the public in the community where the individuals listed on the memorial lived. Mr. Shea reached out regarding a memorial plaque in the entry to the Church. The plaque was left behind when the church was sold and has historic significance for the community as it memorializes the members of the congregation killed in WWI.
48. The church was designated as a building of architectural value or interest in 1997 by the City of Toronto under the provisions of the *Ontario Heritage Act* pursuant to By-Law 1997-0070 and as such any removal would be subject to the permission of Heritage Toronto. Mr. Shea reached out to that regulatory body and received an email confirming that the plaque could be removed subject to it being displayed publicly elsewhere. Attached to this Second Report as **Appendix "13"** is a copy of City of Toronto By-Law No. 1997-0070 and the email exchange between Mr. Shea and Heritage Toronto confirming that the Memorial Plaque could be removed.
49. In addition to confirming whether the Memorial Plaque could be removed, the Receiver also reached to Avison Young Valuations enquiring whether or not the Memorial Plaque would have any value to a Purchaser. The appraiser confirmed that there would be no impact on value. Attached to this Second Report as

**Appendix “14”**, is a copy of an email exchange dated May 2, 2024 with Siddharth Durani of Avison Young Valuations on May 2, 2024 in this regard.

50. The Receiver is advised by Mr. Shea that the Memorial Plaque is currently in safe storage awaiting completion of the Ontario Line at which time the Memorial Plaque will be displayed at one of the downtown stations. The current proposal is for it to be displayed at the Moss Park Station adjacent to the Moss Park Armoury.

#### **The Business of the Debtors**

42. As previously reported, Berkeley operated an event venue out of the Berkeley Church located on the Real Property. Event operations ceased immediately after the appointment of the Receiver. 111 King, 504, and South each operated event venues which operations had ceased prior to the appointment of the Receiver.
43. The actions taken by the Receiver upon its appointment relative to all of the Debtors was fully reported in the First Report of the Receiver and approved by the Honourable Justice Conway in her Order dated January 16, 2024, which is included in this Second Report as Appendix 4.

#### **Settlement of Southline Dispute with Landlord**

44. South was a party to a Lease Agreement with respect to premises known municipally as 33 Parliament Street, Toronto, Ontario, which lease was subsequently the subject matter of a Lease Termination Agreement dated July 16, 2021.
45. The Receiver through its Counsel was able to negotiate, with the consent of the principal of South Douglas Wheler, a settlement agreement dated April 8, 2024 regarding certain sums due to South, which settlement proceeds are reflected on the South Statement of Receipts and Disbursements included as an appendix to this Second Report.

#### **IV. RECEIVER'S REQUEST FOR A SEALING ORDER**

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

#### **V. PROFESSIONAL FEES OF THE RECEIVER AND ITS COUNSEL**

47. Attached hereto as **Appendix "15"** is the Affidavit of Philip Gennis sworn October 6, 2025, which incorporates by reference a copy of the Receiver's time dockets pertaining to the receiverships of Berkeley, 1175,111 King, 504 and South.
- a) In connection with the receivership of Berk for the period from December 1, 2023, to and including August 31, 2025, fees of \$11,282.49 (inclusive of HST and disbursements) were charged by Spergel. This represents 27.40 hours at an effective rate of \$364.40per hour. Fees of the Receiver for the period prior to December 1, 2023 were approved by the Court in the January 16<sup>th</sup> Order.
  - b) In connection with the receivership of 1175 for the period from December 1, 2023, to and including August 31, 2025, fees of \$137,587.71 (inclusive of HST and disbursements) were charged by Spergel. This represents 325.08 hours at an effective rate of \$374.36 per hour. Fees of the Receiver for the period prior to December 1, 2023 were approved by the Court in the January 16<sup>th</sup> Order.
  - c) In connection with the receivership of King for the period from December 1, 2023, to and including August 31, 2025, fees of \$935.30 (inclusive of HST and disbursements) were charged by Spergel. This represents 3.63hours at an effective rate of \$228.02 per hour. Fees of the Receiver for the period prior to December 1, 2023 were approved by the Court in the January 16<sup>th</sup> Order.

- d) In connection with the receivership of Jarvis for the period from December 1, 2023, to and including August 31, 2023, fees of \$250.86 (inclusive of HST and disbursements) were charged by Spergel. This represents 0.8 hours at an effective rate of \$277.50 per hour. Fees of the Receiver for the period prior to December 1, 2023 were approved by the Court in the January 16<sup>th</sup> Order.
- e) In connection with the receivership of South for the period from December 1, 2023, to and including August 31, 2025, fees of \$2,765.11 (inclusive of HST and disbursements) were charged by Spergel. This represents 6.10 hours at an effective rate of \$401.15 per hour. Fees of the Receiver for the period prior to December 1, 2023 were approved by the Court in the January 16<sup>th</sup> Order.

(the “**Receiver Fees**”)

- 48. Attached hereto as **Appendix “16”** to this Second Report is the Affidavit of Thomas Masterson sworn October 6, 2025, which incorporates by reference a copy of the time dockets of the Receiver’s Counsel for the period from January 3, 2024 to and including October 5, 2025, in the amount of \$117,442.81 inclusive of disbursements and HST. Fees of Receiver’s Counsel for the period prior to January 3, 2024 were approved by the Court in the January 16<sup>th</sup> Order.

(the “**Counsel Fees**”)

- 49. The Receiver has reviewed the Counsel Fees (with the Receiver Fees the “**Fees**”) and is of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of experience.

**VI. REQUEST FOR A SEALING ORDER**

50. The Receiver is seeking a sealing order in respect of the Confidential Appendices to this Second Report as they each contain commercially sensitive information, the release of which prior to completion of a transaction would be prejudicial to the stakeholders of the Debtors' estate.

**VII. RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS AS AT OCTOBER 6, 2025**

51. Attached hereto as **Appendix "17"** is a copy of the Interim Statements of Receipts and Disbursements as at October 6, 2025, prepared by the Receiver.

**VIII. RECOMMENDATIONS**

52. The Receiver respectfully requests that this Honourable Court grant the relief sought in this Second Report.

All of which is respectfully submitted

Dated at Toronto, Ontario this 8<sup>th</sup> day of October 2025

**msi Spergel inc.,**  
solely in its capacity as Court-appointed  
Receiver of 1871 Berkeley Events Inc.,  
1175484 Ontario Inc., 111 King Street East Inc.,  
504 Jarvis Inc., and Southline Holdings Inc., and  
not in any corporate or personal capacities

Per:



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Mukul Manchanda, CPA, CIRP, LIT  
Managing Partner

## **APPENDIX 1**



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP**

COURT FILE NO.: CV-23-00693494-00CL

DATE: July 13, 2023

REGISTRAR: Julietta Costa-Singh

NO. ON LIST: 1

TITLE OF PROCEEDING: **TD BANK V 1871 BERKELEY INC**

BEFORE JUSTICE: **STEELE**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Matilda Lici	Counsel for TD Bank	mlici@airdberlis.com
Miranda Spence		mspence@airdberlis.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Jefferey Larry	Counsel for all the respondents	Jeff.larry@paliareroland.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Wojtek Jaskiewicz	Counsel for Equitable Bank	wjaskiewicz@weirfoulds.com

**ENDORSEMENT OF JUSTICE STEELE:**

1. The case conference heard today, July 7, 2023, via Zoom, had been scheduled at the motion that was adjourned on consent in March, 2023. At that motion, the parties came to a consent adjournment with certain terms with which the debtor had to comply. It was agreed that the receiver would be appointed on the return, if the terms were not met.
2. One of the terms of the consent was the sale of the property by July 5, 2023, which has not yet occurred. However, the debtor filed evidence prior to today's commitment of a \$12 million loan commitment that the debtor has secured. The loan commitment is scheduled to close on July 28, 2023, and the debtor requested an adjournment until that time.
3. TD Bank asked that the receivership proceed. The amount owing to TD is almost \$11 million. TD has concerns about priority payables to CRA, among others. It is unclear to TD whether the commitment will be sufficient to cover any priority payables and repay TD.
4. I determined that the Order shall be made appointing the Receiver. However, it will not be effective until July 31, 2023, unless the priority payables have been addressed to TD's satisfaction and TD has been repaid in full on or before July 28, 2023.

A handwritten signature in blue ink, appearing to read "J. Steele", is positioned below the list of points.

## APPENDIX 2



Court File No. CV-23-00693494-00CL

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

THE HONOURABLE  
JUSTICE STEELE

)  
)

FRIDAY, THE 7<sup>TH</sup>  
DAY OF JULY, 2023

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST  
INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

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

**ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), appointing msi Spergel Inc. as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King

Street East Inc., 504 Jarvis Inc., and Southline Holdings Inc. (collectively, the “**Debtors**”), including the real property owned by 1175484 Ontario Inc. and municipally known as 317 Queen Street East, Toronto, Ontario and legally described as PIN 21091-0082 LT, PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; CITY OF TORONTO (the “**Real Property**” and collectively, the “**Property**”), was heard this day virtually via videoconference.

**ON READING** the application record of the Applicant, namely, the Affidavit of Kathryn Furfaro sworn February 2, 2023 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver and no one appearing for any other party on the Service List although duly served as appears from the affidavit of service of Daisy Jin sworn February 7, 2023, and on reading the consent of msi Spergel Inc. to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Applicant 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 Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and Property of the Debtors, including the Real Property, 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 Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$150,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) each of the Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Debtors, 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 DEBTORS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

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

## **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers

under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

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

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

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

## FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

## SERVICE AND NOTICE

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

[commercial/](https://www.spergelcorporate.ca/engagements)) 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

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

## **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 Debtors.

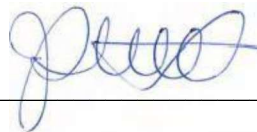
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative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

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



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## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that msi Spergel Inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties of each of 1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC., including the real property municipally known as 317 Queen Street East, Toronto, Ontario and legally described as PIN 21091-0082 LT, PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; CITY OF TORONTO (the “**Real Property**”), all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 7<sup>th</sup> day of March, 2023 (the “**Order**”) made in an action having Court file number CV-23-00693494-00CL, 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 The Toronto-Dominion Bank 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 Court-appointed Receiver of 1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC., and not in its corporate or personal capacity

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

Name:

Title:

**THE TORONTO-DOMINION BANK**

- and - **1871 BERKELEY EVENTS INC. et al.**

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
**Proceedings commenced at Toronto**

**RECEIVERSHIP ORDER**

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Lawyers for The Toronto-Dominion Bank

## APPENDIX 3

**Court File No. CV-23-00693494-00CL**

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

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

**Applicant**

**and**

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**Respondents**

**FIRST REPORT OF MSI SPERGEL INC. IN ITS  
CAPACITY AS COURT-APPOINTED RECEIVER OF  
1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**JANUARY 3, 2024**

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## **APPENDICES**

1. Endorsement of The Honourable Justice Steele dated July 13, 2023
2. Receivership Order dated July 7, 2023
3. Draft Agreement of Purchase and Sale
4. Sale Process Documents
5. Fee Affidavit of Philip Gennis sworn December 28, 2023
6. Fee Affidavit of Thomas Masterson sworn January 3, 2024
7. Interim Statements of Receipts and Disbursements as of December 31, 2023

## **CONFIDENTIAL APPENDICES**

- A. Wagner, Andrews & Kovacs Ltd., Appraisal of 315-317 Queen Street East, Toronto, Ontario
- B. Avison Young Valuation & Advisory Services Appraisal of 315-317 Queen Street East, Toronto, Ontario
- C. Summary of Listing Proposals Received
- D. Colliers International Listing Proposal

## **I. APPOINTMENT AND BACKGROUND**

1. This report (the “**First Report**”) is filed by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of the following entities (collectively, the “**Companies**” or the “**Debtors**”):
  - i. 1871 Berkeley Events Inc. (“**Berkeley**”)
  - ii. 1175484 Ontario Inc. (“**1175**”)
  - iii. 111 King Street East Inc. (“**111 King**”)
  - iv. 504 Jarvis Inc. (“**504**”); and
  - v. Southline Holdings Inc. (“**Southline**”)
2. The Debtors are all Canadian owned, private corporation incorporated pursuant to the laws of the Province of Ontario.
3. 1175 is the owner of the real property located at 315-317 Queen Street East, Toronto, Ontario (the “**Real Property**”), legally described as Part Lot 40, Plan 7A Toronto as in CA400212; T/W CA400212; together with an easement over Lots 40-42 Plan 7A, Toronto, except CT47865, CA424766, CT118457, CT463889, CA400212 as in AT5769910; City of Toronto being Pin Number 21091-0082 (LT).
4. Berkeley operated an event venue out of the heritage former church building (the “**Berkely Church**”) located at the Real Property. Event venue operations ceased immediately after the appointment of the Receiver.
5. 111 King, 504 and Southline each operated event venues, which operations had ceased prior to the appointment of the Receiver.
6. On January 24, 2023, The Toronto-Dominion Bank (“**TD**” or the “**Bank**”) brought an application in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for the appointment of a Receiver. The Bank’s application, originally returnable on March 7, 2023, was adjourned on consent to a case conference held July 7, 2023.

7. On July 7, 2023, the Honourable Justice Steele of the Court issued an endorsement (the “**Endorsement**”) and signed an Order appointing Spergel as Receiver over the assets, properties, and undertakings of the Debtors (the “**Property**”), including the Real Property (the “**Receivership Order**”).
8. Pursuant to the Endorsement, the Court ordered that the Receivership Order would not be effective until July 31, 2023, providing that the following conditions were met:
  - a) Priority payables have been addressed to the satisfaction of TD; and
  - b) TD has been repaid in full on or before July 28, 2023.

(the “**Endorsement Terms**”)

Attached to this First Report as **Appendix “1”** is a copy of the Endorsement. Attached to this First Report as **Appendix “2”** is a copy of the Receivership Order.

9. The Endorsement Terms were not met, and the Receivership Order became effective on July 31, 2023.
10. The Receiver retained Harrison Pensa LLP (the “**Receiver’s Counsel**”) as its independent legal counsel.

## **II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER**

11. The purpose of this First Report is to advise the Court as to the steps taken by the Receiver to date in these proceedings and to seek Orders from the Court, including.
  - a) approving this First Report and the actions and activities of the Receiver described herein and that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
  - b) approving the Receiver’s Interim Statement of Receipts and Disbursements as at December 31, 2023;

- c) authorizing and directing the Receiver to execute a listing agreement for the sale of the Real Property (the “**Listing Agreement**”) between the Receiver and Colliers International (“**Colliers**”) and to take such steps as the Receiver deems necessary or advisable to carry out the terms thereof;
- d) authorizing and directing the Receiver, in conjunction with Colliers as its real estate consultant, to carry out the sale process with respect to the Real Property (the “**Sale Process**”), as described in this First Report and to take such steps and execute such documentation as the Receiver considers necessary or desirable in carrying out its obligations thereunder, subject to the prior approval of this Court being obtained before completion of any transaction resulting from the Sale Process;
- e) sealing the Confidential Appendices to the First Report, including the Summary of Listing Proposals received, the Colliers Listing Proposal and the appraisals obtained by the Receiver from each of Wagner, Andrews & Kovacs Ltd., and Avison Young Valuation and Advisory Services, pending the completion of a court-approved sale of the Real Property or further Order of the Court; and
- f) approving the fees and disbursements of the Receiver to and including November 30, 2023, and the fees and disbursements of the Receiver's Counsel to and including January 2, 2024.

*Disclaimer*

- 12. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for any other purpose than intended.
- 13. In preparing this First Report, the Receiver has relied upon certain information found on site and/or provided to it by the management of the Companies including, without limitation, past financial performance, and other financial information. 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 forms of assurance with respect to such information. Future oriented financial information relied upon in this First Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.

14. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

### III. **RECEIVER'S ACTIVITIES**

15. A copy of the Receivership Order was provided to the Companies. In addition, the Receiver prepared its statutory Notices and Statements of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") and mailed same to all creditors known to the Receiver.
16. Since the effective date of its appointment on July 31, 2023, the Receiver directly or through the Receiver's Counsel attended to the following:
  - a) secured possession of the Real Property and attended to all necessary repairs where applicable;
  - b) arranged for alarm service and twice weekly security inspections of the Real Property;
  - c) arranged for funding from the Bank;
  - d) opened a dedicated trust account for the receivership entities;
  - e) terminated all employees and began processing Wage Earner Protection Program (WEPP) Claims for approximately 140 employees combined for Berkeley and 111 King;
  - f) disclaimed the lease entered into by 111 King with the City of Toronto by a written disclaimer of lease dated September 19, 2023, and delivered to landlord the City of Toronto;
  - g) arranged for two appraisals to be completed on the Real Property;
  - h) arranged for the registration of the Receiver's interest on the title to the Real Property;
  - i) arranged for insurance on the Real Property and other assets to the extent required;

- j) notified the office of the Superintendent of Bankruptcy of its appointment as Receiver;
- k) communicating with utility companies and arranging for continuation of supply;
- l) arranged for snow removal for the winter months;
- m) communicated with the Canada Revenue Agency (“**CRA**”);
- n) held discussions with stakeholders pertaining to the marketing and sale of the Real Property; and
- o) requested and received Sales and Marketing Proposals from three commercial real estate brokerages.

#### **IV. THE REAL PROPERTY**

- 17. The Real Property is municipally known as 315-317 Queen Street East and is located on the south side of Queen Street East, west of Berkeley Street in the City of Toronto, Province of Ontario. The site is approximately 8,137 square feet and consists of the Berkeley Church (a three-storey church building, dating from 1871, which has been converted to commercial use as an event space). Included in the rentable area is a mezzanine balcony component, and lower level that is finished and partially below grade.
- 18. Berkely operated a venue for weddings and corporate events from the Berkeley Church (the “**Business**”).
- 19. The property adjoining the Real Property located at 301-311 Queen Street East (“**301-311 Queen**”) is presently the subject matter of an active development that utilizes the air rights over the Real Property’s exterior courtyard and a portion of the land below grade for underground parking. A portion of the residential tower proposed for 301-311 Queen will cantilever approximately 6 metres onto the Real Property at the 8th to the 17th floor. The Berkeley Church located on the Real Property is designated heritage and as part of the proposed development would be retained and not incorporated into the building.

20. The property adjoining the Real Property to the south is a laneway (the “**Laneway**”) shared with 301-311 Queen and with an existing condominium building located at 132 Berkeley Street (“**132 Berkeley**”). The Laneway, and the shared use, access and easement rights associated therewith, was previously the subject matter of an appeal before the Local Planning Appeal Tribunal identified by Case No. PL161267 (the “**132 Appeal**”) involving 1175, the owners of 301-311 Queen, and the owners of 132 Berkeley, being Concert Real Estate Corporation and OPG Holdings Inc. (together, the “**132 Owner**”). The 132 Appeal was settled prior to a decision being rendered and the parties entered into a settlement agreement dated October 20, 2020, which provided for, amongst other things, 1175 being obliged to register certain restrictive covenants and reciprocal easement on the title to the Real Property in favour of the 132 Owner. As of this First Report, the restrictive covenants and reciprocal easements have not been registered and the Receiver has been in discussions with Counsel for the 132 Owner with a view to determining the steps required to complete such registrations.
21. 301-311 Queen is under the care and control of MNP Ltd., as Receiver pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated August 8, 2023 (the “**301-311 Receiver**”).
22. The Receiver and the 301-311 Receiver have been in discussions with a view to having each estate’s Sale Process compliment the other where possible with a view to maximizing the value of each estate’s property.

## **V. THE BUSINESS**

23. On its appointment, the Business had ceased. In the main, the events hosted by the Business were weddings in addition to certain corporate events.
24. A number of clients of the business had paid to Berkely deposits for weddings and corporate events scheduled following the Receiver’s appointment. On its appointment the Receiver determined that no funds representing the deposits paid were available to the Receiver.

25. Upon appointment, the Receiver took possession of the Berkeley bank account which had approximately \$4,500 on deposit. No other funds were located by the Receiver for any of the other Debtors.
26. In discussions with parties that had booked the Berkeley Church for weddings together with a review of information provided to the Receiver by the management of Berkley, it was evident that a large number of deposits had been paid to Berkeley for weddings and corporate events scheduled in the future. While the Receiver has been unable to ascertain the timing of these deposits, it appeared from a review of bank statements that approximately \$193,000 was paid to Berkeley and \$90,000 to 111 King during the month of July in the face of these proceedings.
27. On the Receiver's review of the Business, taking into account the cash needed to operate the business, the losses that the estate would incur to continue to operate the Business and the costs to continue to insurance for the Business, the Receiver concluded that continued operations were not feasible.
28. From records provided to the Receiver, it was determined that 98 individuals and/or businesses had booked events for future dates. These parties were notified of the receivership on or about August 3, 2023. Individuals and/or businesses with weddings or events scheduled to and including October 31, 2023, were immediately contacted by telephone, and advised of the receivership and the fact that the recovery of their deposits would be based on the net realization from the assets of the Business. In the event that the Receiver determines that there are sufficient proceeds available to warrant a distribution to unsecured creditors, the Receiver will contact all customers to file a claim in the relevant estate.
29. Once the receivership of Berkeley became public knowledge together with the fact that all future events would be cancelled with immediate effect, the Receiver was contacted by several third-party event suppliers who expressed their willingness to assist the parties with finding alternate event facilities. Once vetted by the Receiver, the contact information for certain of these third parties were posted on the Receiver's dedicated website. The Receiver understands that a number of customers were able to find alternative venues.

30. In addition to the above information, all documents pertaining to the receivership were posted to the Receiver's dedicated website.

## **VI. PROPOSED SALE PROCESS**

31. Pursuant to the terms of the Receivership Order, the Receiver is authorized 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.
32. The sole asset of 1175 is the Real Property.
33. The Receiver engaged the services of Wagner, Andrews & Kovacs Ltd. ("**Wagner**") and Avison Young Valuation & Advisory Services ("**AYVA**") to attend at and conduct full narrative appraisals of the Real Property. Copies of these Appraisals are attached to this First Report as **Confidential Appendices "A"** and **"B"**, respectively.
34. The Receiver obtained listing proposals from CBRE Limited ("**CBRE**"), Avison Young Commercial Real Estate Services LP, ("**Avison**") and Colliers International ("**Colliers**"). A summary of these listing proposals is attached to this First Report as **Confidential Appendix "C"**. A copy of the Colliers listing proposal is attached as **Confidential Appendix "D"**.
35. The Receiver recommends proceeding with the Colliers listing proposal for the following reasons:
- The commission structure is favourable; and
  - Colliers is extremely familiar with the Real Property and the development potential in conjunction with the adjoining property having previously listed the Real Property for sale by contract with 1175.

36. The Receiver has, for some time, been in discussions with the 301-311 Receiver, regarding the merits of a joint marketing effort for both the Real Property<sup>1</sup> and 301-311 Queen, given the potential for a greater recovery for both properties. Both the Receiver and MNP have agreed to such joint marketing effort on the following terms (the “**Sale Process**”):
- a) Colliers International will be the listing broker on a Multiple Listing Service (“**MLS**”) Listing;
  - b) Each receivership estate will have a separate Agreement of Purchase and Sale, which document shall be similar in form (the “**APS**”). Attached to this First Report as **Appendix “3”** is a draft copy of the APS proposed by the Receiver.
  - c) Each receivership estate will have similar in form sales process documents (the “**Sales Process Documents**”) including, but not limited to the schedule to be attached to the listing agreement, the Non-Disclosure Agreement and Disclaimer to be signed prior to a prospective purchaser being granted access to a jointly maintained data room. Attached to this First Report as **Appendix “4”**, are copies of the Sale Process Documents prepared by the Receiver to date. These have been provided to the 301-311 Receiver for review and comment.
  - d) The Sale Process and the listing agreements with Colliers will provide that all offers received for each respective property shall be kept confidential and not shared with the other Receiver without prior written consent and each receivership estate shall maintain its absolute discretion to accept an offer made to it, regardless of whether the offer is made to one or both receivership estates;

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<sup>1</sup> Any reference to Real Property shall also include any Property that may be included in any Successful Bid (as defined below)

- e) Environmental assessments will be commissioned, if deemed necessary, for both the Real Property and 301-311 Queen;
- f) As practicable, the Sale Process presented for Court approval will mirror each other as far as timeline and documentation;
- g) The estates shall share all title and conveyance documentation with each other.

37. The Sale Process proposed herein is designed to ensure that sufficient effort is made to obtain the best price, is provident, considers the interest of all parties, is fair and reasonable and prospective interested parties have the ability to make an offer to purchase the Real Property.

38. The principal elements of the proposed Sale Process are as follows:

- a. A transparent unpriced offer process;
- b. As soon as is reasonably possible, Colliers will list the Real Property on the MLS service and distribute marketing material notifying prospective purchasers of the existence of the offering and inviting prospective purchasers to express their interest in making an offer in respect of the Real Property, pursuant to the terms of the Sale Process. This listing will not specify an asking price;
- c. Potential bidders that wish to commence due diligence will be required to execute a non-disclosure agreement (“**NDA**”);
- d. Upon execution of the NDA, the Receiver, in conjunction with Colliers, will determine if the potential bidder has a bona fide interest in pursuing a transaction and thus deem them a “**Qualified Bidder**”;

- e. Colliers in conjunction with the Receiver will prepare a confidential information memorandum ("**CIM**") which will provide, among other things, information considered relevant to the Sale Process. The CIM will be sent to each Qualified Bidder;
- f. The Receiver and Colliers will give each Qualified Bidder access to due diligence materials and information relating to the Real Property;
- g. Due diligence access may include access to an electronic data room ("**Data Room**"), on-site inspections, and other matters which a Qualified Bidder may reasonably request and as to which the Receiver may agree;
- h. A binding APS, based on a form of APS provided by the Receiver, must be submitted in writing to Colliers by no later than eight weeks after the MLS Listing has been executed ("**Bid Deadline**");
- i. The Receiver, in consultation with Colliers, may extend the Bid Deadline, once but is not obligated to do so. If the Bid Deadline is extended, Colliers will promptly notify all Qualified Bidders;
- j. A binding APS must comply with all of the following:
  - i. The bid is an offer to purchase the Real Property on terms and conditions acceptable to the Receiver and delivered to the Receiver;
  - ii. It is duly authorized and executed and includes a purchase price for the Real Property expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits, schedules, and all applicable ancillary agreements thereto;
  - iii. Includes a letter of acknowledgement stating that the Qualified Bidder's offer is irrevocable and open for acceptance until a

successful bidder is selected by the Receiver;

- iv. Is accompanied by written evidence of a firm, irrevocable commitment for financing or other evidence satisfactory to the Receiver, at its sole discretion, of the ability of the Qualified Bidder to consummate the proposed transaction and pay the Purchase Price;
- v. It fully discloses the identity of each entity that will be bidding for the Real Property, or otherwise sponsoring, financing, participating, or benefiting from such bid;
- vi. It includes an acknowledgement and representation from the Qualified Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Real Property and the Receiver prior to making its bid, (ii) it has relied solely upon its own independent review, investigation, and/or inspection of any documents in making its bid, and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, regarding the Real Property, the Debtors, or the completeness of any information provided in connection therewith;
- vii. It includes evidence, in form and substance reasonably satisfactory to the Receiver, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the APS submitted by the Qualified Bidder;
- viii. Provides a non-refundable deposit in the amount of not less than 10% of the Purchase Price offered by the Qualified Bidder (the **"Deposit"**);

- ix. It is received by Colliers by the Bid Deadline; and
  - x. The bid contemplates closing the transaction set out within 20 Business Days (the “**Closing Date**”) of the granting of an AVO by the Court.
  - k. A binding APS will be considered if, among other criteria set out in the Sale Process, it is a superior offer, defined as a credible, reasonably certain, and financially viable offer made by a Qualified Bidder, the terms of which offer a material recovery to the stakeholders, any property tax arrears and the existing charges as set-out in the Receivership Order.
  - l. The Receiver will review and evaluate each APS and: (i) the Receiver may identify the highest bidder/superior offer for the Real Property (the “**Successful Bid**”), or (ii) if no binding APS emerges from the Sale Process, that the Receiver is prepared to recommend to the Court for approval, the Receiver will report on the outcome of the Sale Process and provide its recommendation on next steps.
39. The Receiver acknowledges that the proposed timeframe set out above is condensed but believes that the deadlines proposed in the Sale Process are reasonable in the circumstances.
40. The Receiver is of the view that, in the circumstances, the proposed Sale Process represents the best opportunity to identify a potential sale for the Real Property and to maximize value for the benefit of stakeholders.
41. Other terms of the Sales Process include:
- a) Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Real Property outside the Sale Process prior to the selection of a Successful Bidder.

- b) The sale of the Real Property will be on an “as is, where is” basis without representations or warranties of any kind, nature, or description by the Receiver, or any of its directors, officers, partners, employees, agents, advisors, or estates, except to the extent as may be set forth in a Successful Bid (as defined herein) and approved by the Court.
- c) By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Real Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Real Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Real Property or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Successful Bid and approved by the Court.
- d) The Receiver shall have the right to deny or limit any parties access to confidential information at any time, which may include denying access to confidential information, if in the Receiver’s sole discretion views such party is not likely to be serious about submitting a bid for the Real Property.
- e) The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.
- f) The Receiver shall not be under any obligation to accept the highest or best (or any) bid made, and any selection of the Successful Bid(s) shall be entirely in the discretion of the Receiver. For greater certainty, the Receiver is hereby permitted to decline acceptance of any bid, including Qualified Bids. The Receiver shall make it clear that this proposed proposal is not a tender.

## **VII. PROFESSIONAL FEES AND DISBURSEMENTS**

42. Attached hereto as **Appendix “5”** is the Affidavit of Philip Gennis sworn December 28, 2023, which incorporates by reference a copy of the Receiver’s time dockets pertaining to the receiverships of Berkeley, 1175,111 King, 504 and Southline.

- a) In connection with the receivership of Berkeley for the period from July 7, 2023, to and including November 30, 2023, fees of \$49,378.36 (inclusive of HST and disbursements) were charged by Spergel. This represents 167.8 hours at an effective rate of \$260.35 per hour.
- b) In connection with the receivership of 1175 for the period from July 7, 2023, to and including November 30, 2023, fees of \$76,533.95 (inclusive of HST and disbursements) were charged by Spergel. This represents 184.4 hours at an effective rate of \$367.22 per hour.
- c) In connection with the receivership of 111 King for the period from July 7, 2023, to and including November 30, 2023, fees of \$2,566.50 (inclusive of HST and disbursements) were charged by Spergel. This represents 6.4 hours at an effective rate of \$351.56 per hour.
- d) In connection with the receivership of 504 for the period from July 7, 2023, to and including November 30, 2023, fees of \$168.55 (inclusive of HST and disbursements) were charged by Spergel. This represents 0.3 hours at an effective rate of \$450.00 per hour.
- e) In connection with the receivership of Southline for the period from July 7, 2023, to and including November 30, 2023, fees of \$168.55 (inclusive of HST and disbursements) were charged by Spergel. This represents 0.3 hours at an effective rate of \$450.00 per hour.

(the “**Receiver Fees**”)

43. Attached hereto as **Appendix “6”** to this First Report is the Affidavit of Thomas Masterson sworn January 3, 2024, which incorporates by reference a copy of the time dockets of the Receiver’s Counsel for the period from July 25, 2023, to January 2, 2024, in the amount of \$31,850.21 inclusive of disbursements and HST.  
(the “**Counsel Fees**”)
44. The Receiver has reviewed the Counsel Fees (with the Receiver Fees the “**Fees**”) and is of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of experience.

#### **VIII. REQUEST FOR A SEALING ORDER**

45. The Receiver is seeking a sealing order in respect of the Confidential Appendices to this First Report as they each contain commercially sensitive information, the release of which prior to completion of a transaction would be prejudicial to the stakeholders of the Debtors’ estate.

#### **IX. RECEIVER’S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS** **AS AT DECEMBER 31, 2023**

46. Attached hereto as **Appendix “6”** is a copy of the Interim Statements of Receipts and Disbursements as at December 31, 2023, prepared by the Receiver.

**X. RECOMMENDATIONS**

47. The Receiver respectfully requests that this Honourable Court grant the relief sought in this First Report.

All of which is respectfully submitted.

Dated at Toronto, this 3rd day of January 2024

**msi Spergel inc.,**  
solely in its capacity as Court-appointed  
Receiver of 1871 Berkeley Events Inc.,  
1175484 Ontario Inc., 111 King Street East Inc.,  
504 Jarvis Inc., and Southline Holdings Inc., and  
not in any corporate or personal capacities

Per:



---

Mukul Manchanda, CPA, CIRP, LIT  
Managing Partner

Court File No. CV-23-00693494-00CL

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

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

**Applicant**

**and**

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**Respondents**

**SUPPLEMENT TO THE  
FIRST REPORT OF MSI SPERGEL INC. IN ITS  
CAPACITY AS COURT-APPOINTED RECEIVER OF  
1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

**JANUARY 9, 2024**

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II.	REVISED APPENDIX 3.....	4

## **APPENDICES**

1. Revised Agreement of Purchase and Sale replacing Appendix “3” in the First Report.

**I. PURPOSE OF THE FIRST SUPPLEMENT TO THE FIRST REPORT**

1. The purpose of the First Supplement to the First Report is to provide the Court with a revised Agreement of Purchase and Sale which replaces Appendix “3” to the First Report dated January 3, 2024, for which approval is sought from this Honourable Court.

**II. REVISED APPENDIX “3” TO THE FIRST REPORT**

2. Attached to this First Supplement to the First Report (the “**First Supplement**”) As Appendix “1” is a copy of a revised Draft Agreement of Purchase and Sale, (the “**Revised APS**”) replacing Appendix “3” of the First Report and referenced in Paragraph 27b) of the First Report.
3. Revisions were necessitated to the original draft Agreement of Purchase and Sale in an effort to more closely mirror the terms and conditions contained in the Draft Agreement of Purchase and Sale included with the materials filed by MNP in its capacity as Receiver of the adjoining property as referenced in Paragraph 27 of the First Report.

Respectfully submitted to this Honourable Court.

Dated at Toronto, this 10th day of January 2024

**msi Spergel inc.,**  
solely in its capacity as Court-appointed  
Receiver of 1871 Berkeley Events Inc.,  
1175484 Ontario Inc., 111 King Street East Inc.,  
504 Jarvis Inc., and Southline Holdings Inc., and  
not in any corporate or personal capacities

Per:



---

Mukul Manchanda, CPA, CIRP, LIT

Managing Partner

## APPENDIX 4



SUPERIOR COURT OF JUSTICE

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-23-00693494-00CL

DATE: January 16, 2024

NO. ON LIST: 4

TITLE OF PROCEEDING: THE TORONTO DOMINION BANK v.  
1871 BERKELEY EVENTS INC. et al

BEFORE: JUSTICE CONWAY

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	
Tim Hogan	Counsel for msi Spergel Inc., Receiver	thogan@harrisonpensa.com
Matilda Lici	Counsel for The Toronto Dominion Bank, Applicant	mlici@airdberlis.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
Jeff Larry	Counsel for Respondents	jeff.larry@paliarerland.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Mukul Manchanda	msi Spergel Inc.	mmanchanda@spergel.ca
Elizabeth Kabesh	Counsel for Eli Lo Re and Hazel Panique	<a href="mailto:elizabeth@dklawottawa.ca">elizabeth@dklawottawa.ca</a> <a href="mailto:david@dklawottawa.ca">david@dklawottawa.ca</a>

---

**ENDORSEMENT OF JUSTICE CONWAY:**

- [1] **All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of the Receiver dated January 10, 2024.**
- [2] The Receiver brings this motion for approval of the First Report, authorization to execute the Listing Agreement, approval of the Sale Process, approval of the Receiver's interim statement of receipts and disbursements as at December 31, 2023, approval of fees and disbursements of the Receiver and its legal counsel as set out in the First Report, and an order sealing the Confidential Appendices to the First Report.
- [3] The motion is unopposed. TD Bank, the senior secured creditor, supports the Sale Process proposed by the Receiver.
- [4] I am satisfied that the relief should be granted. In particular, the Sale Process involves marketing the Real Property together with the adjacent 311 Property, which is also in receivership. All of those parcels are owned by the same principal, Mr. Wheler. While the properties are to be marketed together, the process affords maximum flexibility for the purchaser to acquire the properties together or separately. The properties are to be marketed without a listing price to allow the market to speak to their fair value. The marketing period is satisfactory.
- [5] I am further satisfied that the Listing Agreement with Colliers should be approved in light of, among other things, its familiarity with the properties, and its favourable commission structure, all as set out in paragraph 35 of the First Report.
- [6] I approve the Receiver's activities as set out in the First Report and the fees and disbursements of the Receiver and its counsel.
- [7] I grant the sealing order for the Confidential Appendices to the First Report, which set out appraisals and broker proposals for the Real Property, pending the closing or further court order. I am satisfied that the sealing order for the Confidential Appendices meets the test in *Sierra Club/Sherman Estates* and that disclosure of this information would pose a risk to the public interest in enabling stakeholders of a company in receivership to maximize the realization of assets. **I direct counsel for the Receiver to file a hard copy of the Confidential Appendices with the Commercial List office in a sealed envelope with a copy of the Signed Order and this Endorsement.**
- [8] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.

Conway J.

## APPENDIX 5



Court File No: CV-23-00693494-00CL

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

THE HONOURABLE JUSTICE  
CONWAY

)  
)  
)

TUESDAY, THE 16TH DAY  
OF JANUARY, 2024

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC.,  
111 KING STREET EAST INC., 504 JARVIS INC. AND  
SOUTHLINE HOLDINGS INC.**

Respondents

**ORDER  
(Sale Process)**

**THIS MOTION**, made by msi Spergel Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc. (collectively, the "**Debtors**"), for an order, among other things, approving a sale process, was heard this day by judicial teleconference via Zoom at Toronto, Ontario,.

**ON READING** the Receiver's Motion Record dated January 4, 2024, the first report of the Receiver dated January 3, 2024 and the supplement to the first report of the Receiver dated January 10, 2024, and the appendices thereto (the "**First Report**"), and on hearing the submissions of counsel for the Receiver and counsel for such other parties in attendance at the hearing, all properly served, as it appears from the Affidavit of Service of Isabelle Stacey sworn January 4, 2024, filed:

## **SERVICE**

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

## **CAPITALIZED TERMS**

**2. THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the First Report.

## **REPORT AND ACTIVITIES OF THE RECEIVER**

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

## **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

**4. THIS COURT ORDERS** that the Interim Statement of Receipts and Disbursements as at December 31, 2023 be and is hereby approved.

## **FEE APPROVAL**

**5. THIS COURT ORDERS** that the Receiver Fees, as defined in the First Report and set out in set out in the Affidavit of Philip Gennis, sworn December 28, 2023 and attached as Appendix "5" to the First Report, are hereby approved.

**6. THIS COURT ORDERS** that Counsel Fees, as defined in the First Report and set out in set out in the Affidavit of Thomas Masterson, sworn January 3, 2024 and attached as Appendix "6" to the First Report, are hereby approved

## **SALE PROCESS**

**7. THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to execute a listing agreement (the “**Listing Agreement**”) between the Receiver and Colliers International (“**Colliers**”) and to take such steps as it deems necessary or advisable to carry out the terms of the Listing Agreement.

**8. THIS COURT ORDERS** that the Receiver, with Colliers as its’ real estate consultant, is authorized and directed to carry out the Sale Process, as described in the First Report, and is hereby authorized and directed to take such steps and to execute such documentation as the Receiver considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction under the Sale Process.

**9. THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, employees, advisers, agents, counsel and controlling persons (collectively, the “**Assistants**”) shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or willful misconduct of the Receiver, as determined by this Court.

**10. THIS COURT ORDERS** that the Receiver may apply to this Court to amend, vary or supplement this Order, or for advice and directions with respect to the discharge of its powers and duties under this Order, or under the Sale Process, at any time during the term of the Sale Process.

## **SEALING**

**11. THIS COURT ORDERS** that the Confidential Appendices to the First Report be and are hereby sealed, pending the completion of a court-approved sale of the Real Property or further Order of the Court.

## PIPEDA

**12. THIS COURT ORDERS that,** pursuant to clause 7(3)(c) of the Personal Information Protection and *Electronic Documents Act* (Canada), the Receiver and its Assistants are hereby authorized and permitted to disclose and deliver for review personal information of identifiable individuals to prospective purchasers or bidders for the Real Property and their advisors, but only to the extent desirable or required to carry out the Sale Process and to negotiate or attempt to complete a transaction pursuant to the Sale Process (a “**Transaction**”). Each prospective purchaser or bidder (and their respective advisors) 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 for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Receiver. The purchaser(s) of any of the Real Property shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) to which any such purchaser is a party, shall be entitled to use the personal information provided to it that is related to the Real Property acquired pursuant to the Sale Process in a manner that is in all material respects identical to the prior use of such information by the Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

## GENERAL

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

respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

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

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

Justice, Ontario Superior Court of  
Justice (Commercial List)

THE TORONTO-DOMINION BANK

v.

1871 BERKLEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

	<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>
	PROCEEDING COMMENCED AT TORONTO, ONTARIO
	<b>ORDER</b>
	<b>HARRISON PENZA</b> <sup>LLP</sup> Barristers & Solicitors 130 Dufferin Avenue, Suite 1101 London, Ontario N6A 5R2  <b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO #69806Q)</b>  Tel : (519) 679-9660 Fax: (519) 667-3362 Email: <a href="mailto:thogan@harrisonpensa.com">thogan@harrisonpensa.com</a> <a href="mailto:rdanter@harrisonpensa.com">rdanter@harrisonpensa.com</a>  Lawyers for the Receiver, msi Spergel inc.

## APPENDIX 6

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

and

**1871 BERKELY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**RECEIVER'S AIDE MEMOIRE – MSI SPERGEL INC. - APPROVAL AND VESTING ORDER  
MOTION**

1. The Receiver seeks to schedule a motion seeking an Approval and Vesting Order with respect to the Sale Agreement (as such terms are defined below).
2. Pursuant to an Order of this Court dated July 31, 2023 (the "**Appointment Order**"), msi Spergel inc. was appointed Receiver (the "**Receiver**"), without security, of assets, undertakings and properties of 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc. (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, which property includes, without limitation, the freehold interest in the real property municipally known as 315-317 Queen Street East, Toronto, Ontario (in such capacity, the "**Real Property**").
3. Pursuant to an Order of this Court dated January 16, 2024 (the "**Sale Process Order**"), the Receiver was authorized to execute a listing agreement.
4. Pursuant to the terms of the Sale Process Order, the Receiver first listed the Real Property for sale on January 31, 2024.
5. The Receiver seeks an Approval and Vesting Order approving a sale transaction for the Real Property contemplated by an Agreement of Purchase and Sale entered into by the Receiver, subject to Court approval (the "**Sale Agreement**").

6. The Debtors have represented by Paliare Roland Rosenberg Rothstein LLP in these proceedings.
7. Douglas James Wheler is sole principal and director of the Debtors and has advised that:
  - a. The Debtors are seeking new counsel.
  - b. The Debtors oppose the approval of the transaction contemplated by the Sale Agreement.
8. The Sale Agreement is confidential and will be subject to the Receiver's request for a Sealing Order. Mr. Wheler and the Debtors have signed an undertaking to keep confidential the Sale Agreement and offers made to the Receiver under the sales process. These confidential materials will be provided following the Receiver serving its motion record seeking sale approval and ancillary relief.

September 22, 2025

**HARRISON PENZA LLP**

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

**Timothy C. Hogan (LSO #36553S)**

Tel: (519) 679-9660  
Fax: (519) 667-3362  
Email: [thogan@harrisonpenza.com](mailto:thogan@harrisonpenza.com)

Lawyers for the Receiver,  
msi Spergel inc.

THE TORONTO-DOMINION BANK

Applicant

-and-

1871 BERKELEY EVENTS INC., et al.

Respondents

Court File No. CV- 23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**RECEIVER'S AIDE MEMOIRE**

**HARRISON PENSA LLP**

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

**Timothy C. Hogan (LSO #36553S)**

Tel: (519) 679-9660  
Fax: (519) 667-3362  
Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Solicitors for the Receiver,  
msi Spergel inc.

## APPENDIX 7



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL SLIP/ENDORSEMENT**

COURT FILE NO.: CV-23-00693494-00CL DATE: September 26, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: **THE TORONTO-DOMINION BANK v. 1871 BERKELEY  
EVENTS INC. et al**

BEFORE JUSTICE: **STEELE**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Tim Hogan	Counsel for the Receiver, msi Spergel Inc.	thogan@harrisonpensa.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Bernicchia Freeman, Alex	CSL FOR TD BANK	<a href="mailto:ABERNICCIA-FREEMAN@AIRDBERLIS.COM">ABERNICCIA-FREEMAN@AIRDBERLIS.COM</a>
Jeff Larry	Csl for respondent	<a href="mailto:Jeff.larry@paliarerland.com">Jeff.larry@paliarerland.com</a>
Gavin Finlayson	CSL for MNP as Receiver	<a href="mailto:gfinlayson@millerthomson.com">gfinlayson@millerthomson.com</a>

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Douglas Wheler	Principal and director of the debtors	<a href="mailto:dwheler@hotmail.com">dwheler@hotmail.com</a>

---

**ENDORSEMENT OF JUSTICE STEELE:**

1. Scheduling appointment held on September 26, 2025. The Receiver seeks to schedule a motion for an Approval and Vesting Order approving a sale transaction for the Real Property, which will be opposed by the debtors.
2. The debtors' counsel asks the court for a date for removal. It is unclear whether the debtors will retain new counsel or whether Mr. Wheler will seek leave of the court to represent the corporations.<sup>1</sup> The motion for removal is scheduled for **October 8, 2025, at 10 am (30 minutes)**.
3. The Receiver's motion is scheduled for **October 28, 2025, at 10 am (2 hours)**. The following schedule applies:
  - a. Motion materials delivered by October 8, 2025
  - b. Responding materials delivered by October 21, 2025
  - c. Factums in accordance with the Rules.
4. Counsel for the Receiver, and the other parties, other than Mr. Wheler, requested that the motion be heard via Zoom to minimize costs for the estate. Mr. Wheler requested that the motion be heard in person. Among other things, he has certain photographs he seeks to show the court. As noted above, it is not yet known whether the debtors will retain new counsel or whether Mr. Wheler will seek leave of the court to represent the corporations, and, if so, whether such leave will be granted. **Whether the motion on October 28, 2025 shall be heard via Zoom, in person, or hybrid shall be determined by the judge presiding over the motion.**

  
Justice Steele

Date: September 26, 2025

---

<sup>1</sup> Rule 15.01(2) of the *Rules of Civil Procedure*: A party to a proceeding that is a corporation shall be represented by a lawyer, except with leave of the court.

## APPENDIX 8



## Form 520

for use in the Province of Ontario

# Listing Agreement - Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

This is a Multiple Listing Service® Agreement

OR

Exclusive Listing Agreement

EXCLUSIVE

BETWEEN:

BROKERAGE: Colliers Macaulay Nicolls Inc., Brokerage

181 Bay Street, Suite 1400, Toronto, ON M5J 2V1

(the "Listing Brokerage") Tel. No.

416-777-2200

SELLER: msi Spergel Inc. as Court Appointed Receiver

of 1175484 Ontario Inc. and not in any other capacity

(the "Seller")

DESIGNATED REPRESENTATIVE(S): Steve Keyzer, Tim Bristow and Alex Holitt

(Name of Salesperson/Broker/Recorder)

This Listing Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Recorder as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Seller, and the Brokerage provides services but not representation.

315-317 Queen Street East, Toronto, ON

In consideration of the Listing Brokerage listing the real property for sale known as

(the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at 8:00 on the 29th day of January

2024

and expiring at 11:59 p.m. on the 28th day of July

2024

(the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials.

to offer the Property for sale at a price of:

One

Dollars (CDN\$) 1.00 \$1.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Trust in Real Estate Services Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of

1.50

1.75% of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 0.25% of the sale price of the Property,

out of the commission the Seller pays the Listing Brokerage.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone

on the Seller's behalf within 90 days after the expiration of the Listing Period (Holdover Period) so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



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

~~In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.~~

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

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

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

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

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

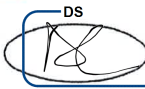
The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

**MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Seller understands and agrees that the Listing Brokerage may provide client limited services and representation to other sellers and buyers. The Seller understands and acknowledges that when representing both the Seller and the buyer, where one or both the Seller and buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the buyer, as more particularly set out in the agreement with the respective Seller or buyer. If the Listing Brokerage provides client limited services and representation to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer, and will require consent in writing for such multiple representation.

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

4. **FINDERS FEES:** ~~The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.~~
5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. ~~If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.~~
6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. ~~The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.~~
7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property, ~~to the actual knowledge of the Seller.~~
8. **INDEMNIFICATION AND INSURANCE:** ~~The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~
9. **ENVIRONMENTAL INDEMNIFICATION:** ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.~~
10. **FAMILY LAW ACT:** ~~The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.~~

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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

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

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

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

Does

Does Not

**13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

**14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

**17. SCHEDULE(S):** A, B and data form attached hereto form(s) part of this Agreement.

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

1/31/2024 | 8:42 AM PST David Campbell  
(Date) (Name of Person Signing)

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

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

msi Spergel Inc. as Court Appointed Receiver of 1175484 Ontario Inc. and not in any other capacity  
(Name of Seller/Authorized Signing Officer) and with no personal or corporate liability

1/31/2024 | 8:55 AM PST (Date) (Tel. No.)

F9F791F028684ED (Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

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

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

#### DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Steve Keyzer  
(Name of Salesperson/Broker/Broker of Record)  
hereby declares that he/she is insured as required by TRESA.

(Signature of Salesperson/Broker/Broker of Record)

#### ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 1/31/2024 | 8:55 AM PST, 20

1/31/2024 | 8:55 AM PST  
(Date)

(Signature of Seller) (Date)

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**Form 203**  
for use in the Province of Ontario

**Schedule A**  
**Listing Agreement**  
**Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement Authority to Offer for Sale (Agreement) between:

**BROKERAGE:** ..... **Colliers Macaulay Nicolls Inc., Brokerage** ....., and

msi Spergel Inc. in its capacity as Court Appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability.

**SELLER:** .....

315-317 Queen Street East, Toronto, ON

for the property known as .....

..... dated the 29 day of January, 2024 .....

**315-317 QUEEN STREET EAST, TORONTO, ON**

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, COMPRISING THE WHOLE OF PIN 21091 0082(LT).

Full Seller Name:

msi Spergel Inc. in its capacity as Court Appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability.

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

**INITIALS OF BROKERAGE:**

DS

**INITIALS OF SELLER(S):**

DS



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SCHEDULE B

attached to and forming an integral part of

*Ontario Real Estate Association MLS® Listing Agreement Form 520 (Revised 2022)*

1. The following terms and conditions replace, modify, and where applicable override the terms of the *Ontario Real Estate Association MLS® Listing Agreement Form 520* (the “**Listing Agreement**”) to which this Schedule B is attached.
2. The Seller is authorized to take possession of and sell the assets, property and undertakings of 1175481 Ontario Inc., including the Property and personal property related thereto, and to enter into this Listing Agreement pursuant to the order of The Honourable Justice Steele dated July 7, 2023 (the “**Receivership Order**”) and the order of The Honourable Justice Conway dated January 16, 2024 (the “**Sale Process Order**”), each issued in the Ontario Superior Court of Justice Court Cv-23-00693494-00CL (the “**Receivership Proceedings**”).
3. For greater certainty, where a conflict or discrepancy between the terms of the Listing Agreement and this Schedule B arises, the terms of this Schedule B shall prevail.
4. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed thereto in the Listing Agreement.
5. The Listing Agreement and, subject to Section 14 of this Schedule B, the Listing Brokerage’s exclusive and irrevocable right to act as the Seller’s agent shall commence on January 29, 2024 (the “**Commencement Date**”) and expire on July 28, 2024 or the date of earlier termination in accordance with Section 14 of this Schedule B (the “**Listing Period**”), subject to any extensions as may be agreed upon in writing between the Seller and the Listing Brokerage from time to time.
6. The Listing Brokerage shall market the Property for sale in accordance with the process and the requirements set out in the First Report of the Receiver (the “**First Report**”) dated January 3, 2024 filed in the Receivership Proceedings, as amended or supplemented (the “**Sale Process**”). Without limiting the generality of the foregoing, the Listing Brokerage shall:
  - a. subject to Section 13 of this Schedule B, prepare and distribute marketing materials to prospective purchasers, and list the Property on the Multiple Listing Service (MLS) inviting prospective purchasers to express their interest in making an offer in respect of the Property;
  - b. set up an electronic data room (the “**Data Room**”) and upload the Property documents and other information in respect of the Property approved by the Seller;
  - c. ensure that each prospective purchaser executes and delivers a non-disclosure agreement (the “**NDA**”) on the Seller’s preferred form prior to providing access to the Data Room (or any other information in respect of the Property);
  - d. following the execution of each NDA, take all steps necessary to assist the Seller in determining if a prospective purchaser has a *bona fide* interest in pursuing the purchase of the Property (a “**Qualified Bidder**”);
  - e. prepare, in consultation with the Seller, a confidential information memorandum (the “**CIM**”), which will provide, among other things, information considered relevant to the Property, and send the CIM to each Qualified Bidder;
  - f. make it clear to all prospective purchasers that:
    - i. the Property is being offered for sale by the Seller as a Court-appointed Receiver;
    - ii. the Property is being offered on an “as is, where is” basis, without recourse to, nor any indemnity offered whatsoever by, the Receiver;
    - iii. the sale of the Property is subject to the final approval of the Court; and
    - iv. the transfer of title will be effected by an order of the Court;
  - g. arrange for on-site inspections and/or provision of additional information that is reasonably requested by Qualified Bidders, subject to the prior written approval of the Seller;
  - h. require Qualified Bidders to submit their offer in the Seller’s form of Agreement of Purchase and Sale (to be available in the Data Room) along with a deposit transferred to the Seller’s trust account via wire transfer on or before the bid deadline stipulated by the Seller; and

DS

DS

- i. take all other steps reasonably necessary to complete the Sale Process and enable the Seller to identity the Successful Bid (as defined in the First Report).
- 7. Notwithstanding any other provision contained in this Listing Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the transaction contemplated herein is completed (a “**Transaction**”). The Listing Brokerage acknowledges that the sale is taking place pursuant to the Receivership Order, and that an approval and vesting order by the Court, which order shall (1) approve the agreement of purchase and sale with the successful purchaser of the Property, and (2) vest title in and to the Property in the successful purchaser, free and clear of all encumbrances upon closing (subject to permitted encumbrances) in the Receivership Proceedings (“**Court Approval**”) is a pre-condition to completion of any Transaction. The Seller cannot guarantee that Court Approval for any such Transaction will be obtained. The Listing Brokerage also acknowledges that the prospective purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, “**Conditions**”) including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if a Transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.
- 8. It is further understood and agreed that the Listing Brokerage shall offer the Property for sale on an “as is, where is” basis and that the Listing Brokerage shall make no representations, warranties, promises or agreements with respect to or in any way connected with the Property, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Property. Any purchaser will be required to satisfy itself as to the state of the Property and other purchased assets, matters of title and any other matter or potential matter related thereto or any other matter related to the Property and any other purchased assets.
- 9. Notwithstanding any other provision of this Listing Agreement, the Seller makes no representations or warranties regarding the Property, the condition of the Property, the existence of any insurance or its ability to enter into this listing agreement nor does the Seller provide the Listing Brokerage with any indemnification regarding any such matters.
- 10. The Seller shall not be liable to pay the Listing Brokerage any fee or commission other than as set out in Section 2 of the Listing Agreement, and shall not be liable to reimburse the Listing Brokerage for any cost or expense incurred by the Listing Brokerage in carrying out its obligations under the Listing Agreement, including, without limitation, any costs and expenses related to compensation payable to any other broker, agent or third party, and costs and expenses relating to carrying out the duties and obligations of the Listing Brokerage.
- 11. The Listing Brokerage shall act strictly in accordance with such instructions and policies as from time to time may be communicated by the Seller to the Listing Brokerage, and shall at all times keep the Seller fully informed of its marketing activities.
- 12. Section 2 of the Listing Agreement is hereby amended by adding the following at the end thereof:
  - a. “Within seven (7) days after the expiration of the Listing Period, the Listing Brokerage shall provide the Seller with a list of prospective purchasers with whom the Listing Brokerage is actively engaged in discussions for the sale of the Property (the “**Reserved Purchasers**”). Unless this Agreement is terminated pursuant to Section 14 of Schedule B hereto, in the event that title to the Property is unconditionally transferred to a Reserved Purchaser pursuant to an agreement of purchase and sale (the “**Reserved Purchaser Sale Agreement**”) executed within ~~thirty (30)~~ **Sixty (60)** days after the expiry of the Listing Period (the “**Holdover Period**”), then, commission in respect of the Reserved Purchaser Sale Agreement shall be earned, due and payable in accordance with this Section 2 upon closing of such sale pursuant to the Reserved Purchaser Sale Agreement; ~~provided that, if, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller’s liability for commission shall be reduced by the amount paid by the Seller under the new agreement.~~ The Seller shall otherwise have no obligation to pay any commission or any other fee to the Listing Brokerage or any person claiming under the Listing Brokerage following the expiry of the Listing Period. The Listing Brokerage agrees to continue to assist the Seller at all times in order to attempt to complete the transactions contemplated by all Reserved Purchaser Sale Agreements. Upon request by the Seller, the Listing Brokerage shall provide supporting information outlining the work that the Listing Brokerage has completed with the parties that are named on the list of Reserved Purchasers.”

- 13. Section 6 of the Listing Agreement is hereby amended by adding the following at the end thereof:

DS  
MM

Sixty (60)

DS  
MM

DS  
MM

DS  
MM

- a. “All materials with respect to the marketing of the Property (including, without limitation, online and physical advertising and/or promotional content, signs and plans) shall be prepared by the Listing Brokerage, at its sole cost and expense, in accordance with the Seller’s design criteria (as applicable) and any other criteria as the Seller may require, and all such materials shall be subject to the prior written approval of the Seller.”
- 14. Notwithstanding anything contained in the Listing Agreement, the Listing Agreement may be terminated by the Seller if the Listing Brokerage: (i) is in default of any of its duties as set out in the Listing Agreement or this Schedule B; or (ii) becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency. For greater certainty, no commission shall be payable to the Listing Brokerage pursuant to Section 2 of the Listing Agreement in the event the Seller terminates the Listing Agreement in accordance with this Section 14.

[signature page follows]

DATED: January 31, 2024

SELLER

MSI SPERGEL INC., in its capacity as Court-appointed receiver of 1175484 Ontario Inc., and not in any personal or corporate capacity

DocuSigned by:  
Per: Manchanda Mukul  
Name: Manchanda Mukul  
Title: Managing Partner  
I have the authority to bind the corporation.

LISTING BROKERAGE

COLLIERS MACAULAY NICOLLS INC.  
DocuSigned by:  
Per: Donald Campbell  
Name: Donald Campbell  
Title: Broker of Record  
I have the authority to bind the corporation.



# COMMERCIAL – SALE MLS® DATA INFORMATION FORM



☒ **Mandatory Field**  
All Property Types

☐ **Optional Field**  
All Property Types

MLS® LISTING #

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

## PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

☐ Initial Information Page

190407172001700

PIN #

AREA

Toronto

MUNICIPALITY

C 0 8

COMMUNITY \*

Moss Park

\* MANDATORY IF AVAILABLE

STREET NUMBER

STREET NAME

ABBREV

DIR

APT/UNIT #

POSTAL CODE

3 1 7

Queen

St

☒ E ☐ N  
☐ S ☐ W

M 5 A 1 S 7

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

See Schedule A

PROPERTY MANAGEMENT COMPANY (60 characters)

LOT FRONT ▲\*

LOT DEPTH ▲\*

LOT/BLDG/UNIT CODE ▲

LOT SIZE CODE ▲

LOT IRREGULARITIES (40 characters)

8 1 1 0 0 ☒ Lot ☐ Bldg ☐ Unit ☒ Feet ☐ Acres

\* NOT MANDATORY FOR COMMERCIAL CONDO

Restricted Covenants, Heritage,  
Sect 37

ZONING (40 characters)

CR3 (c3;r3) \*2171

DIRECTION/MAIN CROSS STREETS (30 characters)

Queen St E / Berkeley St

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

◆ One of Possession Date or Possession Remarks is Mandatory

LIST PRICE

LIST PRICE CODE

NOTE: REFER TO PRICE CODES ON BACK

MIN. RENTAL TERM

(MONTHS)

MAX. RENTAL TERM

(MONTHS)

TAXES

TAX YEAR

1 F O R S A I L E

7 8 1 3 2 . 3 7

2 0 2 3

TAX TYPE (check 1)

ASSESSMENT

ASSESSMENT YEAR

CONTRACT COMMENCEMENT

EXPIRY DATE

POSSESSION DATE ◆

☒ Annual ☐ T. & O.  
☐ N/A ☐ T.M.I.

0 1 / 3 1 / 2 0 2 4  
M M D D Y Y Y Y

0 7 / 2 8 / 2 0 2 4  
M M D D Y Y Y Y

/ / /  
M M D D Y Y Y Y

POSSESSION REMARKS ◆ (14 characters)

TBD

HOLDOVER DAYS

6 0

SELLER NAME (70 characters)

msi Spergel inc. in its capacity as Court Appointed\* See Sched A

MORTGAGE COMMENTS (140 characters)

CONDO MAINTENANCE FEES (MONTHLY) \*

\* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

FORM 590

REV. JANUARY 2023



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SELLERS INITIALS

DS  
mm

Page 1 of 4

CREA WEBForms®

## DETAILS

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

## 3 FREESTANDING

☒ Yes   ☐ No

## 4 TOTAL AREA

1 4 0 0 0

## 4 TOTAL AREA CODE (check 1)

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

% BUILDING

☐ ☐ ☐

## 5 OFFICE/APT AREA

☐ ☐ ☐ ☐ ☐ ☐

## 5 OFFICE/APT AREA CODE (check 1)

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

## 6 INDUSTRIAL AREA

☐ ☐ ☐ ☐ ☐ ☐

## 6 INDUSTRIAL AREA CODE (check 1)

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

## 7 RETAIL AREA

1 0 0 %

## 7 RETAIL AREA CODE (check 1)

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

**APPROXIMATE AGE**

- ☐ New  
☐ 0 - 5 Years  
☐ 6 - 15 Years  
☐ 16 - 30 Years  
☐ 31 - 50 Years  
☐ 51 - 99 Years  
☐ 100 + Years

**AREA INFLUENCES**

(check 2)

- ☐ Greenbelt/Conservation  
☐ Major Highway  
☐ Public Transit  
☐ Recreation/Community Center  
☐ Skiing  
☐ Subways

**PHYSICALLY HANDICAPPED-EQUIPPED**

- ☐ Yes ☐ No

**BASEMENT**

- ☐ Yes ☒ No

**UFFI (check 1)**

- ☐ No  
☐ Partially Removed  
☐ Removed  
☐ Yes

**CLEAR HEIGHT**FEET   INCHES  **SPRINKLERS (check 1)**

- ☒ No  
☐ Partial  
☐ Yes

**UTILITIES**

- ☒ Available  
☐ Yes  
☐ No

**BAY SIZE**WIDTH FT   IN  LENGTH FT   IN  **AMPS****VOLTS****WATER (check 1)**

- ☒ Municipal  
☐ None  
☐ Other  
☐ Well

**WATER SUPPLY TYPES**

(check 1)

- ☐ Bored Well  
☐ Cistern  
☐ Community Well  
☐ Drilled Well  
☐ Dug Well  
☐ Lake/River  
☐ Shared Well

**AIR CONDITIONING**

(check 1)

- ☐ No  
☐ Partial  
☒ Yes

**HEAT TYPE (check 1)**

- ☐ Baseboard  
☐ Electric Forced Air  
☐ Electric Hot Water  
☐ Fan Coil  
☒ Gas Forced Air Closed  
☐ Gas Forced Air Open  
☐ Gas Hot Water  
☐ None  
☐ Oil Forced Air  
☐ Oil Hot Water  
☐ Oil Steam  
☐ Other  
☐ Propane Gas  
☐ Radiant  
☐ Solar  
☐ Steam Radiators  
☐ Water Radiators  
☐ Woodburning

**WASHROOMS****SHIPPING DOOR TYPES****TRUCK LEVEL SHIP DOORS #**   DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **DOUBLE MAN SHIP DOORS #**   DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **DRIVE-IN LEVEL SHIP DOORS #**   DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **GRADE LEVEL SHIP DOORS #**   DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **ELEVATOR (check 1)**

- ☐ Freight/Public  
☐ Freight  
☐ None  
☐ Public

**GARAGE TYPE (check 1)**

- ☐ Boulevard  
☐ Covered  
☐ Double Detached  
☐ In/Out  
☐ Lane  
☒ None  
☐ Other  
☐ Outside/Surface  
☐ Pay  
☐ Plaza  
☐ Public  
☐ Reserved/Assigned  
☐ Single Detached  
☐ Street  
☐ Underground  
☐ Valet  
☐ Visitor

**PARKING SPACES TOTAL**   **NUMBER OF TRAILER PARKING SPOTS**   **OUTSIDE STORAGE**

- ☐ Yes ☐ No

**RAIL**

- ☐ Available ☐ No ☐ Yes

**CRANE**

- ☐ Yes ☐ No

**SURVEY**

- ☐ Yes ☐ No

**SOIL TEST (check 1)**

- ☐ Construction Audit  
☐ Construction & Environmental  
☐ Environmental Audit  
☐ No  
☐ Yes

**SEWERS (check 1)**

- ☐ None  
☐ Sanitary  
☐ Sanitary Available  
☒ Sanitary + Storm  
☐ Sanitary + Storm Available  
☐ Septic Available  
☐ Septic  
☐ Storm  
☐ Storm Available

**COMMENTS (\*Refer to form 823)****REMARKS FOR CLIENTS** (1000 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.**2. REMARKS MUST RELATE DIRECTLY TO PROPERTY. 3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.**

Rare Opportunity To Buy The Renowned Berkley Church Event Centre. This Property Is Ideal For An Event, Music Venue, And/Or Hospitality Operator. As Well, There Is Opportunity For This Property To Be Part Of A Mixed-Use High-Rise Development Of 19 Storeys. The Approved Project Provides 144 Residential Condo Units With Podium Retail And Office Uses Totaling Approximately 121,208 Sf Of GFA, With Potential For Additional Density Given Proximity (Within 500m) To The Corktown And Moss Park Stations On The Ontario Line.

**EXTRAS**

(240 characters max) 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.

**2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.**

2023/2024 property taxes to be confirmed.

**INCLUSIONS\***

(250 characters max)

**EXCLUSIONS\***

(250 characters max)

COMMENTS

RENTAL ITEMS\* (250 characters max)

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

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

Please note the price is not \$1 - this Opportunity is Unpriced. Please contact the listing agents for tours, to gain access to the data room and for more info on the opportunity with the adjacent property.

FINANCIAL INFORMATION

FINANCIAL STATEMENT CHATTELS FRANCHISE DAYS OPEN HOURS OPEN EMPLOYEES

Yes No Yes No One Two Three Four Five Six Seven Varies

SEATS L.L.B.O. BUSINESS/BUILDING NAME (37 characters) TAXES EXPENSE

Yes No

INSURANCE EXPENSE MANAGEMENT EXPENSE MAINTENANCE HEAT EXPENSE HYDRO EXPENSE WATER EXPENSE

OTHER EXPENSE GROSS INCOME/SALES VACANCY ALLOWANCE OPERATING EXPENSE NET INCOME BEFORE DEBT

EST. INV. VALUES AT COST COMMON AREA UPCHARGE PERCENTAGE RENT EXPENSES YEAR EXPENSES

Actual Estimated COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

BROKERAGE INFORMATION / OTHER

LISTING BROKERAGE  
Colliers Macaulay Nicol  
BROKER 1/SALESPERSON 1  
Stevie Keyzer  
BROKER 2/SALESPERSON 2  
Tim Bristow

L.B. PHONE 416-777-2200  
L.B. FAX NO. 416-777-2277  
BROKER 1/SALESPERSON 1 PHONE  
416-643-3770  
BROKER 2/SALESPERSON 2 PHONE  
416-520-7525

COMMISSION TO CO-OPERATING BROKERAGE

0.25%

SPIS ENERGY CERTIFICATION CERTIFICATION LEVEL (25 characters)

Yes No Yes No

GREEN PROPERTY INFORMATION STATEMENT DISTRIBUTE TO INTERNET DISPLAY ADDRESS ON INTERNET DISTRIBUTE TO DDF™/IDX PERMISSION TO CONTACT LB TO ADVERTISE

Yes No Yes No Yes No Yes No

APPOINTMENTS

OCCUPANCY (check 1) CONTACT AFTER EXPIRED

Owner/Tenant Owner Partial Tenant Vacant Yes No

VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

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

SELLER HEREBY DECLINES TO SIGN EDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE Manjanda Mukul

SIGNATURE F9F791F028684ED...

1/31/2024 | 8:55 AM PST

DATE

DATE





# Form 521

for use in the Province of Ontario

## Amendment to Listing Agreement - Commercial Authority to Offer for Sale

**RE: LISTING AGREEMENT - COMMERCIAL AUTHORITY TO OFFER FOR SALE (Agreement) FOR:**

**PROPERTY ADDRESS:** 317 Queen St E, Toronto, ON

**BETWEEN:** msi Spergel Inc. in its capacity as Court Appointed Receiver of 1175484 Ontario

**SELLER:** Inc. and not in any other capacity and with no personal or corporate liability.

**AND**

**BROKERAGE:** Colliers Macaulay Nicolls Inc., Brokerage

**MLS® NUMBER(S):** C8034856


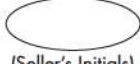
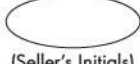
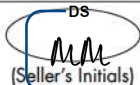
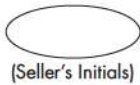
**L/BR ID. #**

**INTERBOARD MLS® NUMBER:**

**BOARD:**

**LISTING EXPIRY DATE:** July 28, 2024

The Seller and the Brokerage hereby agree that the above described Agreement is amended as stated below:

<b>1. LISTING PRICE:</b> Current Listing Price..... <b>New Listing Price</b> .....		 (Seller's Initials)
<b>2. EXPIRY DATE:</b> Current Expiry Date..... <b>New Expiry Date</b> ..... Seller acknowledges that the length of time period for the Agreement is negotiable between the Seller and the Brokerage, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), <b>the Brokerage must obtain the Seller's initials.</b>		 (Seller's Initials)  (Seller's Initials)
<b>3. OTHER AMENDMENTS:</b> a) Current Taxes: \$78,132.37      New Taxes: \$79,892.66 b)		 (Seller's Initials)  (Seller's Initials)

All other terms and provisions of the Agreement remain in full force and effect.

An extension of the expiry date must be signed and dated prior to expiration of the Agreement. The Brokerage agrees to immediately notify the Real Estate Board(s) of the amendment(s) in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.




**This Amendment to Listing Agreement - Commercial shall not take effect unless signed by all parties set out below, and initialled where applicable.**

For the purposes of this Amendment to Listing Agreement - Commercial: "Seller" includes vendor and Real Estate Board(s) includes Real Estate Association(s).

The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**All of the undersigned, hereby acknowledge receipt of a copy of this Amendment to Listing Agreement - Commercial.**

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

 (Seller) F9F791F028684ED...	 (Seal)	2/1/2024   11:56 AM (Date)	AMULST Manchanda (Print Name of Person Signing)
(Seller)	 (Seal)	(Date)	(Print Name of Person Signing)

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

(Spouse)	 (Seal)	(Date)	(Print Name of Person Signing)
----------	---	--------	--------------------------------

Colliers Macaulay Nicolls Inc., Brokerage

 (Authorized Agent of the Brokerage) 561F59D53794A8...	 (Seal)	2/1/2024   11:56 AM (Date)	AMOSTLd Campbell (Print Name of Person Signing)
--	---	-------------------------------	--

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## APPENDIX 9



## SELLER COMMISSION AGREEMENT

**THIS COMMISSION AGREEMENT** (“**Agreement**”) is made and entered into on August 13<sup>th</sup>, 2025 (“**Effective Date**”), by and between:

msi Spergel in its capacity as Court Appointed Receiver of 1175484 Ontario Inc. and not in any other capacity (“**Seller**”),

and Colliers Macaulay Nicolls Inc., Brokerage, an Ontario, Canada company (“**Broker**”)

**Designated Agent(s)** Steve Keyzer, Tim Bristow & Alex Holiff (“**Agent**”)

with reference to the following facts:

- A. **Representation:** The Seller desires to sell the premises municipally known as 315–317 Queen Street East, Toronto, ON, commonly known as “The Berkeley Church” (the “Property”), to Hyde Park Homes Limited, or any of their respective affiliates, subsidiaries, or nominee entities (the “Buyer”).

The Seller acknowledges that:

- The Agent represents the Seller exclusively in this transaction and does not represent the Buyer.
- The Agent may provide limited customer service to the unrepresented Buyer, solely for the purpose of facilitating the transaction.

The Seller hereby consents to the Agent providing such limited services to the unrepresented party and acknowledges that the Agent shall be entitled to receive a commission as outlined in this Agreement if the Buyer completes the acquisition of the Property.

- B. Subject to and in accordance with the terms and conditions set forth herein, and provided Seller sells the Property to Buyer, Seller agrees to direct the trust account holder to pay the Commission (as defined in Section 2(a) below) to Broker through a trust account upon the occurrence of the Closing (as defined in Section 2(c) below).

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. **Term; Termination**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms and provisions hereof, shall expire on the date which is Sixty (60) days following the Effective Date.

INITIALS
Seller

### 2. **Commission**

- (a) Provided the Closing occurs, Seller shall pay to Broker at the Closing the sum of One Point Five percent (1.5%) of purchase price (“**Commission**”).

- (b) Broker acknowledges and agrees that Seller shall have the right, in its sole and absolute discretion, to refuse to sell the Property or any portion thereof for any reason whatsoever and that no Commission shall be payable to Broker unless and until the occurrence of the Closing, and that if the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the Commission.
- (c) Broker shall be entitled to the Commission as provided in this Agreement if, but only if, the actual transfer of fee title to the Property to the Buyer (the “**Closing**”) pursuant to a Purchase and Sale Agreement. As used herein, the term “**Purchase and Sale Agreement**” shall mean and refer to a written agreement between Seller and Buyer for Seller’s disposal of the Property executed during the Term, upon such terms and conditions as Seller shall determine in its sole and absolute discretion.

### 3. Miscellaneous

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent by Canada Post mail, registered, or certified mail, postage prepaid, return receipt requested, or by facsimile, or by personal delivery (by overnight courier or otherwise), and addressed as follows:

If to Seller: MSI SPERGEL INC.,  
Attn: Manchanda Mukul  
Address: 200 Yorkland Blvd., Suite 1100, Toronto, ON

If to Broker: Colliers Macaulay Nicolls Inc., Brokerage  
Attn: Steve Keyzer  
Address: 181 Bay St., Suite 1400, Toronto, ON

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid. If sent by facsimile or personally delivered (by overnight courier or otherwise), such notices or other communications shall be deemed delivered upon delivery. If sent by Canada Post mail, registered or certified mail, postage prepaid, return receipt requested, such notices or other communications shall be deemed delivered upon delivery or refusal to accept delivery as indicated on the return receipt.

- (b) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and assigns.
- (c) In the event either Seller or Broker brings any suit, action, or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency, or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys’ fees, and costs and expenses.
- (d) **Consent to Advertise after Completion.** In accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, upon completion of a sale of the Property the Seller consents to and agree that the sale and related information regarding the Property may be retained and disclosed by Colliers for advertising, reporting, appraisal and statistical purposes,



and for such other use as Colliers deems appropriate in connection with the marketing and selling of real estate.

- (e) **RECO Information Guide.** In accordance with the *Trust in Real Estate Services Act, 2002* (TRESA), the Seller confirms that the Agent hereby provides the RECO Information Guide - <https://reco.on.ca/getmedia/18351daf-ae67-40be-a344-e8891715fb3c/RECO-Information-Guide-Commercial.pdf>. By signing this Agreement, the Seller acknowledges receipt of the guide.
- (f) **Self-represented Party Disclosure.** If the Seller is not a client of Colliers or any other real estate brokerage (the "Self-represented Party"), then in accordance with the *Trust in Real Estate Services Act, 2002* (TRESA), the Agent hereby provides the Information and Disclosure to Self-represented Party - <https://reco.on.ca/getmedia/087aad54-8e6a-45b9-9155-b0feca182548/RECO-Information-and-Disclosure-to-Self-Represented-Party-form-designated-rep.pdf>. By signing this Agreement, the Seller acknowledges receipt of the disclosure.
- (g) The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing. This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity of enforceability of any of the other provisions of this Agreement.

*[Signatures on the following page]*



**IN WITNESS WHEREOF**, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

**SELLER:** msi Spergel in its capacity as Court  
Appointed Receiver of 1175484 Ontario Inc. and  
not in any other capacity

**BROKER:** Colliers Macaulay Nicolls Inc.,  
Brokerage





A handwritten signature in black ink, appearing to read "Mukul", is written above a horizontal line.

Name: Mukul Manchanda  
Title: Managing Partner  
Date: August 21, 2025  
Address: 1100-200 Yorkland Blvd.  
Toronto, Ontario.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Title	317 Queen St. E. - Commission Agreement
File name	317_Queen_St_E_-_...ion_Agreement.pdf
Document ID	237ad52ddc245f6abe7c1cd03b0d2c0c76bd8977
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	<b>08 / 21 / 2025</b> 09:12:33 UTC-4	Sent for signature to Mukul Manchanda (mmanchanda@spergel.ca) from msispergelinc@gmail.com IP: 104.171.204.20
 VIEWED	<b>08 / 21 / 2025</b> 09:25:13 UTC-4	Viewed by Mukul Manchanda (mmanchanda@spergel.ca) IP: 154.90.193.217
 SIGNED	<b>08 / 21 / 2025</b> 09:26:00 UTC-4	Signed by Mukul Manchanda (mmanchanda@spergel.ca) IP: 24.114.44.79
 COMPLETED	<b>08 / 21 / 2025</b> 09:26:00 UTC-4	The document has been completed.

## APPENDIX 10

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the 13<sup>th</sup> day of August, 2025.

### BETWEEN:

**MSI SPERGEL INC.**, solely in its capacity as court-appointed Receiver of all of the property and assets of 1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC. and **1175484 Ontario Inc.** (1175484 Ontario Inc. hereinafter the "**Company**") (the Company with 1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC. collectively the **Debtors**)

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

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

### OF THE FIRST PART

- and

Hyde Park Homes Limited in trust

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

### OF THE SECOND PART

### RECITALS:

Whereas:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in Court file CV-23-00693494-00CL (the "**Proceedings**"), dated the 7<sup>th</sup> day of July, 2023 (the "**Appointment Order**"), the Vendor was appointed as Receiver of all the assets, property and undertakings of the Debtors including the assets, property and undertakings of the Company (the Company's assets, property and undertakings hereinafter the "**Assets**").
- B. Pursuant to the Appointment Order, the Vendor is authorized to sell the Assets and apply for an Order of the Court approving the sale of any or all of the Assets and vesting title to such Assets in the Purchaser.
- C. On the 16<sup>th</sup> day of January, the Court made an order (the "**Marketing Process Order**") approving, among other things, a marketing process (the "**Marketing Process**") for the solicitation of offers (each, a "**Bid**") for the purchase of the Lands and related Purchased Assets, which Bid must include (among other things) a binding agreement of purchase and sale, in the form attached contained in the Data Room as defined below.
- D. Subject to an order being issued by the Court approving the sale of the Purchased Assets (defined herein) and pursuant to the terms of this Agreement, the Purchaser has offered to purchase the Purchased Assets and the Vendor has accepted such an offer on the terms and conditions contained herein. The Purchaser acknowledges that the Vendor's

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

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

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement:

**"160"** means 1606077 Ontario Inc.;

**"160 Real Property"** means the lands and Building owned by 160 and known municipally as 305-311 Queen Street East Toronto, Ontario and legally described as denoted by PIN 21091-0081;

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

**"Adjustments"** means the adjustments to the Purchase Price made pursuant to Section 2.6 hereof;

**"Agreement"** means this agreement of purchase and sale resulting from the acceptance, by the Vendor, of the offer provided for in Section 6.15 and all Schedules attached hereto and the terms "hereof" and "hereto" refer to this Agreement as a whole and references to **"Section"** and **"subsection"** mean the relevant section or subsection of this Agreement unless the context specifically indicates otherwise;

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

**"Appointment Order"** means the Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) Court File No. CV-23-00693494-00CL dated the 7<sup>th</sup> day of July, 2023, appointing the Vendor as Receiver of all of the assets, property and undertaking of the Company, including the Purchased Assets, pursuant to section 243 of the BIA and section 101 of the *Courts of Justice Act*, R.S.O 1990, c.C.43, as amended;

**"Approval Order"** means an Order or Orders of the Court in a form substantially in accordance with Schedule A authorizing and approving the Transaction contemplated under this Agreement (and which Order may, at the option of the Vendor, be combined, in one Order, with the Vesting Order);

**"Assignment of Contracts and Warranties"** means the assignment and assumption agreement in respect of the Assumed Contracts and any Warranties, including an indemnity by the Purchaser in favour of the Vendor in respect of all obligations arising after the Closing Date in the form attached hereto as Schedule G;

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

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

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

**"Building"** means, collectively, the buildings and all other structures, fixtures, equipment and improvements located on the Lands;

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

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

**"Claims"** shall have the meaning ascribed thereto in the Vesting Order;

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

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

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

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

**"Company"** means 1175484 Ontario Inc.;

**"Concert Real Property"** means the real property known municipally as 132 Berkeley Street and legally described as denoted by PIN 21091-0091(LT) and PIN 21091-0004 (LT) to the south of the Lands;

**"Concert Settlement Agreement"** means the agreement between Gault, 160, the Company, Concert Real Estate Corporation ("CREC") and OPG132 Holdings Inc. ("OPG" and, together with CREC ("Concert") relating to the Gault Real Property, the 160 Real Property, the Lands and the Concert Real Property;;

**"Confidentiality Agreement"** means the confidentiality agreement delivered by the Purchaser in favour of the Vendor, if applicable;

**"Consent Certificates"** means any certificates issued pursuant to section 53(42) of the Planning Act with respect to the conveyance of the Easements;

**"Contracts"** means the full benefit and advantage of all contracts, agreements and entitlements of the Company related to the Lands;

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

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

**"Deposit"** means the deposit to be paid by the Purchaser pursuant to 2.4(a);

**"DRA"** has the meaning ascribed to it in Section 6.7;

**"Easements"** means, collectively, the easements affecting the Gault Real Property, the 160 Real Property, the Lands and the Concert Real Property contemplated by the Concert Settlement Agreement to be conveyed by the owners of the respective servient lands as described in the Concert Settlement Agreement.

**"Encumbrances"** shall have the meaning ascribed to thereto in the Vesting Order;

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

**"Gault"** means James Gault Holdings Inc.;

**"Gault Real Property"** means the lands and Building owned by Gault and known municipally as 301 Queen Street East, Toronto, Ontario and legally described as denoted by PIN 21091-0080;

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

**"HST Certificate and Indemnity"** means the HST Certificate and Indemnity in the form attached at Schedule I hereto;

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

**"KPSP Appeals"** means any ongoing appeals by the Company relating to the Lands in connection with the King Parliament Secondary Plan from OLT;

**"Lands"** means the lands and Building owned by the Company and known municipally as 315-317 Queen Street East Toronto, Ontario and more particularly described in Schedule F;

**"Notices of Decision"** means the notices of decision issued on June 3, 2022 by the Committee of Adjustment pursuant to section 53 of the *Planning Act* in respect of the Easements;

**"OLT"** means Ontario Land Tribunal;

**"OLT Order"** means the Order dated August 2, 2022 of the OLT approving a zoning by-law for the redevelopment of the Gault Real Property, the 160 Real Property and the Lands with a contemplated 19-storey building of not more than 12,200 square metres in gross floor area pursuant to zoning By-Law 1150-2022 by order of the OLT issued August 2, 2022 in Tribunal File PL161267;

**"Order"** means any order (draft or otherwise), judgment, injunction, decree, award or writ of any court, tribunal, arbitrator, Governmental Authority, or other Person;

**"Other Party"** has the meaning ascribed to it in Section 6.8;

**"Parties"** means the Purchaser and the Vendor collectively, and **"Party"** means any one of them;

**"Permitted Encumbrances"** shall mean those encumbrances listed in Schedule B;

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

**"Plans, Reports and Specifications"**, means any plans, drawings, architect, planner or other consultant reports and specifications relating to the redevelopment of the Lands;

**"Private Laneway"** means the laneway adjacent to the Lands and legally described as denoted by PIN 21091-0090 (LT);

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

- (a) the Plans, Reports and Specifications;
- (b) any building condition reports relating to the Lands;
- (c) any environmental reports relating to the Lands;
- (d) all property tax and water/sewer bills for 2022, 2023 and 2024 to date;
- (e) any documentation relating to any realty tax appeals related to the Lands;
- (f) operating, property and security manuals with respect to the Chattels, the Buildings and the fixtures and systems located within, on or under the Lands;
- (g) copies of the Contracts;
- (h) a list of Chattels, if any;
- (i) copies of the Notices of Decision;

- (j) copies of Consent Certificates;
- (k) the Concert Settlement Agreement and other documents and agreements between the owners of the Concert Real Property and the Company;
- (l) the OLT Order;
- (m) the Zoning By-Law;
- (n) all design documents prepared by the consultants in connection with the OLT hearing that resulted in the OLT Order including, but not limited to, the architectural plans prepared by Quadrangle architects.

**"Purchase Price"** means the purchase price payable for the Purchased Assets pursuant to Section 2.2 and Section 2.3;

**"Purchased Assets"** means, subject to the terms hereof all of the interest of the Companies in the following:

- (a) the Lands;
- (b) any Assumed Contracts and Warranties, if any;
- (c) architectural plans and specifications, design documents, consultant reports and specifications prepared in connection with the OLT hearing that resulted in the OLT Order including but not limited to the architectural plans prepared by Quadrangle architects.
- (d) the Chattels;
- (e) any applications for any Authorizations relating to development of the Lands;
- (f) the right to assume KPSP Appeals, if and to the extent the KPSP Appeals have not been dismissed, and to the extent assignable;

**"Purchaser's Solicitors"** means the firm of Weir Foulds LLP, or such other firm or firms of solicitors as are retained by the Purchaser from time to time and written notice of which is delivered to the Vendor;

**"Realty Tax Refund"** has the meaning ascribed to it in Section 2.9;

**"Related Person"** has the meaning in the BIA;

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

**"Transaction"** means the transaction of purchase and sale contemplated pursuant to this Agreement;

**"Vendor's Agent"** means Colliers;

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

**"Vesting Order"** means an Order or Orders of the Court in a form substantially in accordance with Schedule C ordering that the right, title and interest of the Vendor and the Company in the Purchased Assets be vested in the Purchaser free and clear of any right, title or interest of the Company or of any other Claims and Encumbrances, except for Permitted Encumbrances, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, by or of all Persons; and

**"Warranties"** means any existing warranties and guarantees, if any, for the initial construction or subsequent additions to or upgrading of the Lands or the Building and the systems therein.

## 1.2 Statutes

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

## 1.3 Headings

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

## 1.4 Number and Gender

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

## 1.5 Entire Agreement

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

## 1.6 Amendment

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

## 1.7 Waiver of Rights

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

## 1.8 Schedules

The following Schedules form part of this Agreement:

Schedule A - Approval Order

Schedule B	-	Permitted Encumbrances
Schedule C	-	Vesting Order
Schedule D	-	Intentionally Deleted
Schedule E	-	Intentionally Deleted
Schedule F	-	Description of the Lands
Schedule G	-	Assignment of Contracts and Warranties
Schedule H	-	Assumed Contracts
Schedule I	-	HST Certificate and Indemnity

### **1.9 Applicable Law**

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

### **1.10 Currency**

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

### **1.11 Third Party Beneficiaries**

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

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Purchase and Sale of Purchased Assets**

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

### **2.2 Purchaser Acknowledgements and Agreements**

The Purchaser acknowledges and agrees as follows:

- (a) the Project Documents have been made available for review by the Purchaser and its representatives;

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

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

The Purchaser acknowledges and agrees that it accepts each of the Lands and other Purchased Assets subject to its environmental condition and any contamination, and acknowledges that the Purchaser will have no recourse against the Vendor for any such existing environmental condition or contamination;

- (j) the descriptions of any of the Purchased Assets contained in this Agreement and/or in the Schedules appended hereto are for the purposes of identification only and the Vendor is not liable for any error or omission in such Schedules, nor shall any such descriptions constitute or be deemed to be representations or warranties of the Vendor;

- (k) it shall be the Purchaser's sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not the Company nor the Vendor) to carry out the terms of this Agreement.
- (l) the Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.
- (m) without limiting any of the foregoing or anything else contained herein, the Purchaser further acknowledges and agrees as follows:
  - (i) the Purchaser has reviewed the OLT Order and City of Toronto Zoning By-law No. 1150-2022 (OLT) and acknowledges the terms of each such document;
  - (ii) any acquisition by the Purchaser of any rights in and to the whole or any part (including any air and/or subsurface rights) of the Gault Real Property or the 160 Real Property, including without limitation any rights to develop the Gault Real Property, the 160 Real Property and the Lands as a single, integrated project, shall be subject to the Purchaser entering into an agreement of purchase and sale with the vendor of the Gault Real Property and the 160 Real Property;
  - (iii) notwithstanding that the Company may have previously sought development approvals in respect of the Lands from applicable Governmental Authorities in conjunction and coordination with the owners of the Gault Real Property and the 160 Real Property, the Vendor is under no obligation whatsoever to market or sell the Lands in conjunction with a sale by the vendors of the Gault Real Property and the 160 Real Property of such property, and the Vendor specifically reserves the right to sell the Lands independently of the Gault Real Property and the 160 Real Property.
  - (iv) the Purchaser has reviewed the Concert Settlement Agreement and acknowledges and agrees that the Vendor has no liability whatsoever under or in respect of the Concert Settlement Agreement, including but not limited to any obligations relating to easements, restrictions, shared facilities or other cost-sharing agreement or any other agreement, instrument, approval or other delivery that may affect the Lands in whole or in part, nor any liability in connection with any default or breach of or non-compliance with any of the terms of the Concert Settlement Agreement, nor any liability in the event that the Concert Settlement Agreement is not existing, valid or enforceable;
  - (v) the Purchaser has reviewed the Notices of Decision and the Consent Certificates and acknowledges and agrees that the Vendor has no liability or obligation whatsoever under or in respect thereof;
  - (vi) the Purchaser acknowledges that it has satisfied itself with respect to any interests affecting the Private Laneway;

- (vii) any acquisition by the Purchaser of any rights in and to any part of the Concert Real Property is subject to the Purchaser entering into an appropriate agreement with the owners of the Concert Real Property; and
  - (viii) the obligation of the Purchaser to complete the Transaction on the Closing Date is not subject to any condition except as expressly set out in Section 5.1 of this Agreement.
- (n) The Purchaser acknowledges and agrees that this Section 2.2 shall survive and not merge on Closing.

### 2.3 Purchase Price

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

Lands and Building	_____
	\$ _____
	\$ _____
All other Purchased Assets	_____
Total Purchase Price	_____

### 2.4 Payment of Purchase Price

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

- (a) the sum of \_\_\_\_\_ which shall be paid by delivery of certified funds or bank draft payable to the Vendor "in Trust," or wire transfer, within one (1) business day of the final acceptance of this Agreement by the parties and held by the Vendor in an interest bearing account, with interest payable to the Purchaser upon closing or other termination of the Agreement as a deposit (the "Deposit") which shall be dealt with in accordance with Section 2.5; and
- (b) the balance of the Purchase Price shall be delivered to the Vendor at Closing payable in cash, by delivery of a certified cheque or bank draft or by wire transfer.

### 2.5 Deposit

- (a) The Deposit shall be paid by the Purchaser and held in escrow by the Vendor in an interest-bearing certificate or account, until the Closing Time, at which time the Deposit (together with all interest earned) shall be applied on account of the Purchase Price or as otherwise provided for in this Agreement.
- (b) If this Agreement:
  - (i) is terminated or the Closing otherwise fails to occur for any reason other than a breach by the Purchaser of its obligations under this Agreement, then the Purchaser shall be entitled to the return of the Deposit without

interest within three (3) Business Days, the Purchaser shall have no recourse against the Receiver and this Agreement shall become null and void;

- (ii) is terminated or the Closing otherwise fails to occur as a result of the breach of the Purchaser of its obligations under this Agreement, as finally determined by a court of competent jurisdiction then the Vendor shall be entitled to retain the Deposit as liquidated damages, and shall be entitled to pursue all of its other rights and remedies against the Purchaser.

## 2.6 Adjustments

- (a) The Vendor shall endeavour to prepare and deliver to the Purchaser at least two (2) Business Days prior to the Closing Date, the Statement of Adjustments with all adjustments made as of the Closing Date. The Statement of Adjustments shall have annexed to it complete details of the calculations used by the Vendor to arrive at all of the debits and credits thereon. Except as aforesaid, no adjustments shall be allowed to the Purchaser for changes in the Purchased Assets from the time of acceptance of this Agreement up to and including the Closing Date. If the final cost or amount of any item that is to be adjusted cannot be determined at Closing, then the adjustment for such item shall be made at Closing on the basis of the cost or amount as estimated by the Vendor, acting reasonably, as of the Closing Date on the basis of the best evidence available at Closing as to what the final adjustment should be. The estimated adjustments, as determined in accordance with this Agreement, shall, for all purposes, be a final adjustment or final adjustments and the Vendor shall be under no obligation to re-adjust any item on the Statement of Adjustments after Closing. The Closing Date shall be for the Purchaser's account both as to revenue and as to expenses.
- (b) The Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes and utilities and agrees that the Vendor, at its option, shall be entitled to make adjustment on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears. The Purchaser further covenants and agrees to deliver an irrevocable direction to the applicable Governmental Authority authorizing it to pay to the Vendor any realty tax rebate (together with interest thereon) obtained by the Vendor for the period prior to Closing, provided that in the event the Governmental Authority does not deliver such rebate directly to the Vendor, the Purchaser hereby irrevocably undertakes to deliver same to the Vendor upon either receipt or readjustment of same. This Section 2.6(b) shall survive Closing.

## 2.7 Density Increase Price Escalation Provision- INTENTIONALLY DELETED

## 2.8 Taxes

The Purchaser shall be liable for and shall pay, in addition to the Purchase Price, all federal and provincial sales taxes, land transfer taxes and any other taxes or duties payable in connection with the conveyance and transfer of the right, title and interest, if any, of the Vendor in and to the Purchased Assets (collectively, the "Taxes") to the Purchaser and the Purchaser undertakes and agrees to pay all such Taxes on Closing, subject to the Purchaser's right to deliver the HST Certificate and Indemnity confirming its valid HST registration number, in which case the Purchaser shall self-assess and remit the required

HST directly to the applicable authorities and shall not be required to deliver any HST to the Vendor on Closing. The Purchaser shall indemnify and agrees to hold and save the Vendor harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Vendor as a result of the failure of the Purchaser to pay any of the Taxes eligible in connection with the Transaction.

## 2.9 Realty Tax Refunds and Appeals

The Purchaser shall account to the Vendor for any realty tax refunds, credits, abatements or reductions received by the Purchaser (each being a "Realty Tax Refund"), to the extent such credits, abatements or reductions are attributable to reassessments or reductions of realty taxes for any period prior to the Closing Date. The Vendor may (but shall not be obligated to) continue any appeals with respect to any realty taxes or assessments for periods prior to the 2025 taxation year and shall be entitled to all Realty Tax Refunds in respect thereof in accordance with this provision. If the Vendor elects not to continue to pursue any such appeal, the Purchaser may (but shall not be obligated to) assume carriage thereof. If the Vendor has not, prior to the Closing Date, commenced an appeal for any such taxation year, the Purchaser may do so after Closing at its own expense if permitted by applicable law, provided that any increase in realty taxes resulting from appeals assumed or commenced by the Purchaser pursuant to this subsection shall, as between the Vendor and the Purchaser, be solely for the Purchaser's account. The party having carriage of any such appeal or reassessment of realty taxes shall advise the other party of the status of any such appeal or reassessment as developments occur or upon request. No such appeal or reassessment shall be settled or compromised by the party having carriage without the prior consent of the other party, such consent not to be unreasonably withheld or delayed, if the other party would be adversely affected in any way by the outcome of the appeal or reassessment. The Vendor and the Purchaser shall jointly direct the relevant municipality to pay any Realty Tax Refunds or other amounts arising from any such appeals or reassessments of realty taxes for calendar years including and prior to 2025 to the Vendor and the Purchaser (as follows) who shall release and distribute such Realty Tax Refunds or other amounts firstly to the Vendor and Purchaser for reimbursement of their respective out of pocket costs (including any fee payable to any consultant) incurred in connection with such appeals, and any balance shall be paid to the Vendor, provided however that the Purchaser shall be entitled to any Realty Tax Refunds attributable to the period following Closing. This Section 2.9 shall not merge upon but shall survive Closing.

## 2.10 Assumption of Liabilities

- (a) The Purchaser shall not assume and shall not be responsible for any liabilities or obligations of the Vendor or the Company other than as contemplated herein (and in such latter case only, the Purchaser shall assume, and pay for, and discharge and perform all such liabilities and obligations).
- (b) The Purchaser acknowledges and agrees that it shall assume as of the Closing Date and shall pay for, and discharge and perform, the liabilities and obligations under and in connection with Permitted Encumbrances, the Assumed Contracts, any Warranties, any Authorizations and any limitations and restrictions on the use or application of any of the Purchased Assets, except only to the extent that any such liabilities and obligations are expunged and discharged by the Vesting Order. The Parties agree that the Concert Settlement Agreement shall constitute an Assumed Contract and shall be assigned by the Vendor and assumed by the Purchaser on Closing in accordance with the terms and conditions of such Concert

Settlement Agreement. The Vendor agrees to notify all parties to the Concert Settlement Agreement that the Concert Settlement Agreement shall be assigned by the Vendor and assumed by the Purchaser on Closing.

## **2.11 Capacity of the Receiver**

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

## **ARTICLE 3 CLOSING**

### **3.1 Time and Place of Closing**

The Closing shall take place at the Closing Time at the offices of the Vendor's Solicitors, 130 Dufferin Avenue, Suite 1101, London, Ontario, or at such other place as may be agreed upon by the Vendor and the Purchaser, subject to Section 6.8 hereof.

### **3.2 The Closing**

#### **3.2.1 Vendor's Deliveries**

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

- (a) the Receiver's Certificate in the form appended as Schedule "A" to the Vesting Order;
- (b) the Approval Order and the Vesting Order;
- (c) a bill of sale to convey, assign and transfer the Chattels, Plans, Reports and Specifications and rights to assume the KPSP Appeals to the Purchaser;
- (d) the Assignment of Contracts and Warranties executed by the Vendor, if applicable;
- (e) to the extent assignable and without acknowledging that the Receiver is in possession or control of such materials, a specific assignment of all architectural plans and specifications, design documents, consultant reports and specifications prepared in connection with the OLT hearing that resulted in the OLT Order including but not limited to the architectural plans prepared by Quadrangle;
- (f) the certificate with respect to the Vendor's representations and warranties referred to in Section 4.1;
- (g) the Statement of Adjustments, which the Vendor shall endeavour to deliver to the Purchaser at least two (2) Business Days prior to the Closing Date with all back-up calculations;

- (h) all master keys (and duplicate keys, if any), together with all combinations as may be applicable, for all locks in the Building which are in the Vendor's possession or in the possession of its property manager, if any;
- (i) a direction with respect to payment of the balance of the Purchase Price; and
- (j) any other documents required by this Agreement.

### 3.2.2 Purchaser's Deliveries

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

- (a) the balance of the Purchase Price in accordance with Article 2;
- (b) if applicable, a direction to Vendor with respect to the transfer of title to any of the Purchased Assets;
- (c) the Assignment of Contracts and Warranties;
- (d) the certificate with respect to the Purchaser's representations and warranties referred to in Section 4.2;
- (e) the HST certificate and indemnity referred to in Section 2.8;
- (f) an acknowledgement of the Purchaser with respect to the matters set out in Section 2.2; and
- (g) any other documents required by this Agreement.

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

- (a) the Vendor shall not collect HST from the Purchaser in respect of the Transaction and the Purchaser shall file returns and remit such HST to the applicable Authorities, when and to the extent required by the Act;
- (b) the Purchaser shall indemnify the Vendor and hold the Vendor harmless from any liability under the Act arising because of breach of the obligations of the Purchaser set out in this Section 3.2.3 or arising under the Act, together with all losses, costs and expenses resulting from such breach; and
- (c) the Purchaser shall provide a certificate and indemnity in the form set out in Schedule I on Closing confirming its HST registration number under the Act, failing which, the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to the Transaction and the Vendor shall remit such HST to the applicable Authorities in accordance with the Act. The obligations of the Purchaser and the Vendor under this Section 3.2.3 shall not merge on and shall survive Closing.

## ARTICLE 4

## REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties of the Vendor

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

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

### 4.2 Representations and Warranties of the Purchaser

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

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

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

### 4.3 Interpretation

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

### 4.4 Commission

Each Party represents and warrants to each other Party that no other Party will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby because of any action taken by, or agreement or understanding reached by, that Party. The Purchaser hereby confirms that it has not engaged and is not represented by any real estate broker in connection with the contemplated purchase and as such shall not be liable for the payment of any real estate commissions arising out of this transaction.

### 4.5 Survival Provisions

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

## ARTICLE 5

### CONDITIONS PRECEDENT

#### 5.1 Conditions of Closing

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions precedent set out below in Section 5.1.1 through Section 5.1.6, has been satisfied in full at or before the Closing Time.

### 5.1.1 Accuracy of Representations and Performance of Covenants

At the Closing Time, all of the representations and warranties of each of the Purchaser and the Vendor made in or pursuant to this Agreement shall be true and correct as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the appeal of any Court Order referred to herein. At the Closing Time, each of the Purchaser and the Vendor shall have observed or performed in all respects all of the obligations, covenants and agreements which it must perform at or before the Closing Time. Each of the Purchaser and the Vendor shall have received immediately prior to the Closing Time a certificate from the other certifying, to the best of its knowledge, information and belief (after due enquiry) that the conditions in this Article 5 to be satisfied by it have been satisfied.

### 5.1.2 Consents, Authorizations and Registrations

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

### 5.1.3 Litigation

No Order shall have been entered that prohibits or restricts the Closing. Neither of the Parties, nor any of their respective directors, officers, employees, or agents, shall be a defendant or third party to or threatened with any litigation or proceedings, before any court or Governmental Authority which, in the opinion of either the Purchaser or the Vendor, acting reasonably, could prevent or restrict that Party from performing any of its obligations in this Agreement or any Closing Document, including the appeal or any threatened appeal of the Vesting Order or the Approval Order.

### 5.1.4 Receipt of Closing Documentation

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

### 5.1.5 Orders

The Vendor shall have obtained the Vesting Order and the Approval Order within six (6) months of the Acceptance Date. The Vendor shall not have received notice of appeal in respect of the Approval Order or the Vesting Order.

### 5.1.6 Purchaser's Condition

- (a) The Agreement is conditional until 5 pm EST on August 28, 2025, upon the Purchaser being satisfied, in its sole and absolute discretion, with its solicitor's review of the terms of the within Agreement (and Schedules), title to the Lands and that there are no outstanding work orders affecting the Lands. This condition is inserted for the sole benefit of the Purchaser and may be waived by the Purchaser by providing written notice to the Vendor (in the manner prescribed in this Agreement) of its waiver of the condition on or before the expiry of the condition.
- (b) If the Purchaser fails to provide written notice to the Vendor of the waiver of the condition set forth in Section 5.1.6 (a) above, by 5 pm EST on August 28, 2025, then the Agreement shall thereafter automatically terminate and be null and void, and the Parties shall be released from all obligations thereunder, and the Deposit paid by the Purchaser shall be returned in full with interest (and without any deduction) as contemplated by paragraph 2.5 herein.

## 5.2 Waiver

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

## 5.3 Failure to Satisfy Conditions

If any condition set forth in Section 5.1 is not satisfied at the Closing Time, or if it becomes apparent that any such condition can not be satisfied at the Closing Time, the Party entitled to the benefit of such condition (the "First Party") may terminate this Agreement by notice in writing to the other Party and in such event, the Parties shall be released from all obligations hereunder, and the Deposit paid by the Purchaser shall be returned in full with interest (and without any deduction) as contemplated by paragraph 2.5 herein.

## 5.4 Treatment of Project Documents

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

# ARTICLE 6

## GENERAL

### 6.1 NON-DISCLOSURE OF TRANSACTION

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

## 6.2 Risk of Loss

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

## 6.3 Expenses

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

## 6.4 Time

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

## 6.5 Planning Act

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

## 6.6 Solicitors as Agents

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

## 6.7 Electronic Registration

The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement substantially in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any successor version thereto, as the same may be amended by the agreement of both the Vendor's Solicitors and the Purchaser's Solicitors (the "DRA"), together with the requirement that the registering solicitor shall be obliged to provide the non-registering solicitor with evidence of the completion of registrations of electronic documents in the electronic registration system (the "System") upon the registration of the electronic documents promptly upon completion thereof. It is understood and agreed that the DRA shall outline or establish the procedures and timing for completing the Transaction, and shall be executed by both the Vendor's Solicitors and the Purchaser's Solicitors and exchanged between such solicitors (such that each solicitor has a copy of the DRA duly

executed by both solicitors) by no later than one Business Day before the Closing Date. The delivery and exchange of the Closing Documents and funds, and the release thereof to the Vendor and the Purchaser, as the case may be, shall be governed by the DRA, pursuant to which the solicitor receiving any Closing Documents and/or funds will be required to hold them in escrow and will not be entitled to release them except in strict accordance with the provisions of the DRA.

## 6.8 Tender of Documents

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

## 6.9 Notices

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

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

MSI Spergel Inc., in its capacity as the Court appointed Receiver of all of  
the property and assets of 1175484 Ontario Inc.  
200-505 Consumers Road  
Toronto, Ontario  
M2J 4V8

Attention: Mukul Manchanda, Managing Partner  
Tel.: (416) 498-4314  
Email: [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

Attention: Philip H. Gennis, Licensed Insolvency Trustee  
Tel.: (416) 498-4325  
Email: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)

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

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

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

(b) In the case of the Purchaser:

Hyde Park Homes Limited  
7 King St. East, Suite 911

Attention: Mr. Gary Freedman  
Tel.: 416 306 2283  
Email: [freed@hydeparkhomes.com](mailto:freed@hydeparkhomes.com)

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

Weir Foulds

Attention: Mr. Patrick Nugent  
Tel.: 66 Wellington St. West, Suite 4100

Toronto, Ontario

Tel: 416 947 5035  
Email: [pnugent@weirfoulds.com](mailto:pnugent@weirfoulds.com)

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by email with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

#### **6.10 Public Announcements / Confidentiality of Agreement**

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

**6.11 Assignment**

- (a) The Purchaser may assign any or all rights or benefits under this Agreement to such other related entity or individual selected by the Purchaser prior to Closing without the Vendor's written consent;
- (b) Except as provided in Section 6.11(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

**6.12 Further Assurances**

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

**6.13 Remedies Cumulative**

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

**6.14 Counterparts**

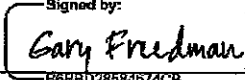
This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

**6.15 Irrevocable Offer**

This Agreement shall constitute an irrevocable offer to purchase by the Purchaser which will be open for acceptance by the Vendor until 5:00 p.m. (Eastern Time) on the      day of August, 2025. If this Agreement has not been fully accepted in accordance with its terms by 5:00 p.m. (Eastern Time) on the      day of August, 2025, such offer shall be null and void and the Purchaser shall have no obligation to the Vendor and vice versa.

**IN WITNESS WHEREOF** this Agreement has been executed by the Purchaser on the 13th day of August 2025

**HYDE PARK HOMES LIMITED**

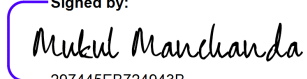
Per:   
Name: Gary Freedman  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the corporation

**IN WITNESS WHEREOF** this Agreement has been executed by MSI Spergel Inc., solely in its capacity as the Court appointed Receiver of 1175484 Ontario Inc. and not in any other capacity on the day of August, 2025

**MSI SPERGEL INC., solely in its capacity as the Court appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability**

Per:   
Name: Mukul Manchanda  
Title: Managing Partner

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the corporation

**SCHEDULE A  
APPROVAL ORDER**

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

)

DAY, THE <sup>TH</sup>

JUSTICE

)

DAY OF , 2025

)

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc., solely in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of 1175484 Ontario Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase agreement (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER (the "Purchaser") dated [DATE] and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets") and referenced in Schedule "B" hereto, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Second and Final Report of the Receiver and Appendices thereto and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn, [DATE], 2025, filed:

73893690.1

22577462.2

Initial  
MM

Initial  
GF

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

THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated July 31, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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22577462.2

Initial	Initial
MM	GF

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

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

THIS COURT ORDERS that, notwithstanding:

the pendency of these proceedings;

any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

any assignment in bankruptcy made in respect of the Debtors;

that the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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.

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

---

*Justice* , *Ontario Superior Court of Justice*

**Schedule A – Form of Receiver's Certificate**

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KINGS STREET EAST INC.,  
504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the "Court") dated July 31, 2023, msi Spergel Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of 1175484 Ontario Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE] (the "Sale Agreement") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of 1175484 Ontario Inc. and [NAME OF PURCHASER] (the "Purchaser"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

**msi Spergel Inc., solely in its capacity as  
Receiver of the undertaking, property and  
assets of 1175484 Ontario Inc. and not in its  
personal capacity**

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

Name:

Title:

### **Schedule B – Purchased Assets**

The Purchased Assets, as defined in the Sale Agreement including, without limitation, the Real Property described as follows:

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, COMPRISING THE WHOLE OF PIN 21091-0082(LT)

**Schedule C – Claims to be Deleted and Expunged from title to Real Property**

1. Charge in favour of The Toronto-Dominion Bank registered June 13, 2017;
2. Notice of assignment of rents general in favour of The Toronto-Dominion Bank registered June 13, 2017;
3. Notice in favour of The Toronto-Dominion Bank registered March 29, 2019;
4. Notice in favour of The Toronto-Dominion Bank registered November 29, 2019;
5. Notice in favour of The Toronto-Dominion Bank registered September 14, 2020;
6. Lien in favour of Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue registered January 28, 2022.

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

**(unaffected by the Vesting Order)**

Plan Boundaries Act registered June 17, 1980 as 63BA1749;

By-law registered February 28, 1997 as CA457044;

Application to register order June 16, 2021 as AT5769910;

Reference Plan deposited August 12, 2022 as 66R-32838;

Reference Plan deposited August 1, 2023 as 66R-33480;

Notice Metrolinx registered February 15, 2024.

## **SCHEDULE B PERMITTED ENCUMBRANCES**

**Specific:**

1. Plan Boundaries Act registered June 17, 1980 as 63BA1749;
2. By-law registered February 28, 1997 as CA457044;
3. Application to register order registered June 16, 2021 as AT5769910;
4. Reference Plan deposited August 12, 2022 as 66R-32838;
5. Reference Plan deposited August 1, 2023 as 66R-33480;
6. Notice Metrolinx registered February 15, 2024.

**General:**

1. The exceptions and qualifications contained in Section 44(1) of the Land Titles Act (Ontario);
2. The rights of any person who, but for the Land Titles Act (Ontario), would be entitled to the land or any part of it through length of possession, prescription, misdescription or boundaries settled by convention; and any lease to which Subsection 70 (2) of the Registry Act (Ontario) applies.
3. Any title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Property which might be revealed by an up-to-date survey of the lands;
4. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
5. Any rights of expropriation, access or user or any other similar rights conferred or reserved by or in any statute of Canada or the Province of Ontario;
6. Any unregistered encumbrances of which the Vendor does not have knowledge;
7. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates;
8. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
9. Any easement arising or claimed by the municipality under the provisions of the Ontario Easement Statute Law Amendment Act of 1990.
10. Any building permit, notice of violation, deficiency notice, direction, or other matter of non-compliance with the zoning, development, subdivision, building, safety and other requirements of Governmental Authorities.

**SCHEDULE C  
VESTING ORDER**

See Schedule A

73893690.1

22577462.2

Initial	Initial
	

## SCHEDULE D

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## SCHEDULE E

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**SCHEDULE "F"**

**LEGAL DESCRIPTION OF LANDS**

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, COMPRISING THE WHOLE OF PIN 21091-0082(LT)

- 1 -

**SCHEDULE G  
FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND WARRANTIES**

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND WARRANTIES**

**THIS ASSIGNMENT** made as of this ● day of ●, 2025 (the "Effective Date").

**BETWEEN:**

**MSI SPERGEL INC.**, solely in its capacity as the Court appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability (the "**Assignor**")

- and -

●

(the "**Assignee**")

**WHEREAS:**

- A. Pursuant to a purchase and sale agreement made as of the ● day of ●, 2025 (the "**Purchase Agreement**"), the Assignor, as vendor, agreed to sell and the Assignee, as purchaser, agreed to purchase, *inter alia*, the lands and premises legally described in Schedule "A" hereto (collectively, the "**Property**") on the terms and subject to the conditions set out therein;
- B. The Purchase Agreement provides for the execution and delivery of this assignment of the Contracts described in Schedule "B" hereto.

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

**1. Definitions**

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

**2. Assignment of Contracts**

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

**3. Assumption by Purchaser**

The Assignee hereby accepts the assignment and transfer contained in Section 2 hereof, and hereby agrees with the Assignor that from and after the Effective Date, it will assume, observe,

- 2 -

perform, fulfill and be bound by each and every covenant, proviso, obligation, term and condition of the Assignor that is contained in the Contracts and Warranties, save and except with respect to matters pertaining to any period prior to the Effective Date.

**4. Indemnity**

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

**5. Notices**

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

**6. Further Assurances**

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

**7. Successors and Assigns**

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

**8. Counterparts**

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

**9. Electronic Signatures**

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

**10. Governing Law**

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

**[Remainder of page intentionally left blank]**

**DATED** as of the Effective Date.

**[Company Name]**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have the authority to bind the corporation

**MSI SPERGEL INC., solely in its capacity as the Court appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have the authority to bind the corporation

**SCHEDULE H  
ASSUMED CONTRACTS**

Concert Settlement Agreement

**SCHEDULE I  
HST CERTIFICATE AND INDEMNITY**

**HST CERTIFICATE, UNDERTAKING AND INDEMNITY**

**TO:** **MSI SPERGEL INC.**, solely in its capacity as the Court appointed Receiver of 1175484 Ontario Inc. and not in any other capacity and with no personal or corporate liability (the "**Vendor**")

**FROM:** ● (the "**Purchaser**")

**RE:** Agreement of Purchase and Sale made as of the ● day of ●, 2025 (the "**Purchase Agreement**"), made between the Vendor and the Purchaser, with respect to the property legally described in Schedule "A" attached hereto (the "**Property**")

---

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

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

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

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

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

DATED this ● day of ●, 2025.

●

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Corporation.

## NOTICE OF WAIVER

**To:** MSI Spergel Inc., in its capacity as the Court appointed Receiver of all of the property and assets of 1175484 Ontario Inc. (the “Vendor”)

**And To:** Harrison Pensa LLP, its solicitors

**Re:** Hyde Park Homes Limited (the “Purchaser”) purchase from the Vendor pursuant to an agreement of purchase and sale dated as of August 13, 2025, as may be amended from time to time (the “Purchase Agreement”), with respect to those lands and premises municipally known as 315-317 Queen Street East, Toronto Ontario and legally described in PIN 21091-0082 (LT) (the “Property”)

---

Capitalized terms referred to and defined in the Purchase Agreement shall have the same meaning herein as expressed therein.

The undersigned hereby gives you notice that, without prejudice to any of its rights under the provisions of the Purchase Agreement, the Purchaser hereby waives the condition provided for in Section 5.1.6(a) of the Purchase Agreement.

The Purchase Agreement shall remain in full force and effect and, except as amended hereby, all of its terms and conditions shall remain the same and time shall continue to be of the essence.

This Waiver may be executed and delivered by facsimile or other form of electronic transmission or recorded means (including by electronic mail via the Internet, portable document format (PDF), DocuSign or other form of electronic signature) and all such facsimile or other electronic transmitted or recorded copies and signatures shall be deemed to be an original hereof.

Dated this 28<sup>th</sup> day of August, 2025

### HYDE PARK HOMES LIMITED



Per

\_\_\_\_\_  
Name: Gary Freedman

Title: President

I have the authority to bind the corporation.

## **APPENDIX 11**

PROPERTY DESCRIPTION:

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2003/07/28

OWNERS' NAMES

1175484 ONTARIO INC.

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED)	**			
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2003/07/28	**				
63BA1749	1980/06/17	PLAN BOUNDRIES ACT				C
	REMARKS: CT417089					
CA400212	1996/04/19	TRANSFER	\$395,000		1175484 ONTARIO INC.	C
CA457044	1997/02/28	BYLAW				C
AT4595583	2017/06/13	CHARGE	\$8,000,000	1175484 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
AT4595597	2017/06/13	NO ASSGN RENT GEN		1175484 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
	REMARKS: AT4595583.					
AT5104095	2019/03/29	NOTICE		1175484 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
	REMARKS: AT4595583					
AT5308419	2019/11/29	NOTICE		1175484 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
	REMARKS: AT4595583					

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5518507	2020/09/14	NOTICE		1175484 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
		REMARKS: AT4595583				
AT5769910	2021/06/16	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	JAMES GAULT HOLDINGS INC. 1606077 ONTARIO INC. 1175484 ONTARIO INC.	C
		REMARKS: ADD EASEMENT.				
AT5973736	2022/01/28	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
		REMARKS: EXCISE TAX LIEN				
66R32838	2022/08/12	PLAN REFERENCE				C
		REMARKS: STRATA				
66R33480	2023/08/01	PLAN REFERENCE				C
		REMARKS: STRATA				
AT6479076	2023/12/13	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	MSI SPERGEL INC.	C
		REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER.				
AT6514852	2024/02/15	NOTICE		METROLINX		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

## APPENDIX 12

Enquiry Result

File Currency: 05OCT 2025

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	1175484 ONTARIO INC.								
File Currency	05OCT 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	728857359	1	2	1	6	19JUN 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
728857359		01	001		20170619 1045 1529 4561	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1175484 ONTARIO INC.								
	Address				City	Province	Postal Code		
	317 QUEEN STREET EAST				TORONTO	ON	M5A 1S7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	THE TORONTO-DOMINION BANK								
	Address				City	Province	Postal Code		
	2 ST. CLAIR AVENUE EAST				TORONTO	ON	M4T 2V4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	MILLER THOMSON LLP			
	Address	City	Province	Postal Code
	40 KING STREET WEST, SUITE 5800	TORONTO	ON	M5H 3S1

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	1175484 ONTARIO INC.									
File Currency	05OCT 2025									
	File Number	Family	of Families	Page	of Pages					
	728857359	1	2	2	6					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		01	001		20230424 1435 1530 8915					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	728857359			X	B RENEWAL		1			
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	1175484 ONTARIO INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name						Ontario Corporation Number			
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	CANADIAN SECURITIES REGISTRATION SYSTEMS									

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	1175484 ONTARIO INC.									
File Currency	05OCT 2025									
	File Number	Family	of Families	Page	of Pages					
	728857359	1	2	3	6					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	1		20240426 1546 1532 1222					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	728857359				B RENEWAL		2			
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	1175484 ONTARIO INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name						Ontario Corporation Number			
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or		No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	D + H LIMITED PARTNERSHIP									

	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1175484 ONTARIO INC.								
File Currency	05OCT 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	728857368	2	2	4	6	19JUN 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
728857368		01	001		20170619 1045 1529 4562	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1175484 ONTARIO INC.								
	Address				City	Province	Postal Code		
	317 QUEEN STREET EAST				TORONTO	ON	M5A 1S7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	THE TORONTO-DOMINION BANK								
	Address				City	Province	Postal Code		
	2 ST. CLAIR AVENUE EAST				TORONTO	ON	M4T 2V4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	MILLER THOMSON LLP								
	Address				City	Province	Postal Code		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	1175484 ONTARIO INC.									
File Currency	05OCT 2025									
	File Number	Family	of Families	Page	of Pages					
	728857368	2	2	5	6					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		01	001		20230424 1435 1530 8914					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	728857368			X	B RENEWAL		1			
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	1175484 ONTARIO INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name						Ontario Corporation Number			
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or		No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	CANADIAN SECURITIES REGISTRATION SYSTEMS									

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	1175484 ONTARIO INC.									
File Currency	05OCT 2025									
	File Number	Family	of Families	Page	of Pages					
	728857368	2	2	6	6					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	1		20240426 1549 1532 1282					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	728857368				B RENEWAL		2			
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	1175484 ONTARIO INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or		No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	D + H LIMITED PARTNERSHIP									

	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)



All Pages



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[ServiceOntario Contact Centre](#)

Web Page ID: **WEnqResult**      System Date: **06OCT2025**      Last Modified: September 21, 2025

## APPENDIX 13

## Philip Gennis

---

**From:** Shea, Patrick <Patrick.Shea@gowlingwlg.com>  
**Sent:** Tuesday, May 7, 2024 2:44 PM  
**To:** Mukul Manchanda; Tim Hogan; Philip Gennis; Steve Keyzer; Plos, Stephanie  
**Subject:** FW: Berkeley Church  
**Attachments:** 97-70.pdf

Good news! See below...permission from Heritage Toronto to remove....I'd like to attend to remove it this week, if possible. The longer it stays the bigger risk there is something goes wrong...Maybe Stephanie can meet me there on Thursday or Friday. It is attached with four (newer) screws so will be easy to get off and remove for save-keeping until placed in its new home...we are thinking either the new Corktown or the new Moss Park subway stations.

Thank you for assisting with this.....

E. Patrick Shea, KC, LSM, CS (he/him)

*Partner*

T +1 416 369 7399

patrick.shea@gowlingwlg.com



Gowling WLG (Canada) LLP  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1G5  
Canada



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---

**From:** Heritage Planning  
**Sent:** May-07-24 2:22 PM  
**To:** Shea, Patrick  
**Subject:** RE: Berkeley Church

**This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.**

---

Hi Patrick,

I apologize for the confusion.

Section B (under Architecture) in the designation bylaw (attached) enlists all the heritage attributes of the church. There is no mention of this commemorative bronze plaque. Therefore it can be removed.

Hope this answers your question.

Regards,

Heritage Planning  
City Planning Division – Urban Design  
City of Toronto



---

**From:** Shea, Patrick <[Patrick.Shea@gowlingwlg.com](mailto:Patrick.Shea@gowlingwlg.com)>  
**Sent:** May 6, 2024 6:43 PM  
**To:** Heritage Planning <[heritageplanning@toronto.ca](mailto:heritageplanning@toronto.ca)>  
**Subject:** [External Sender] Re: Berkeley Church

Thanks. My question was not about a Heritage Toronto plaque, but whether a heritage designation...Part IV...included fixtures like a private commemorative bronze plaque screwed to the wall of a building. There is one in an old church that we want to save. Owner says we can remove it, but I want to make sure....all of the other fixtures of value have been removed and the purchaser/developer will scrap this for sure. It is a list of the members of the church that served in WWI.

Sent from my iPhone

On May 6, 2024, at 14:34, Heritage Planning <[heritageplanning@toronto.ca](mailto:heritageplanning@toronto.ca)> wrote:

**This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.**

---

Hi Patrick,

Please email Chris Bateman regarding this heritage plaque. He can be reached at [Chris.Bateman@toronto.ca](mailto:Chris.Bateman@toronto.ca)

Thank you.

Heritage Planning  
City Planning Division – Urban Design  
City of Toronto

---

**From:** Shea, Patrick <[Patrick.Shea@gowlingwlg.com](mailto:Patrick.Shea@gowlingwlg.com)>  
**Sent:** May 3, 2024 3:31 PM  
**To:** Heritage Planning <[heritageplanning@toronto.ca](mailto:heritageplanning@toronto.ca)>  
**Subject:** [External Sender] Berkeley Church

I'd like to speak to someone about Berkeley Church and the removal of a military (WWI) plaque that is located in the building. Given that the church building is in receivership and will likely be sold to a developer, we would like to remove it so that it can be (re)displayed. We want to make sure there is no issue with that from a Heritage Toronto perspective—that the tablet is not part of the designation. We've pulled the by-law—attached—and it does not appear to be referenced, but we wanted to make sure....

E. Patrick Shea, KC, LSM, CS (he/him)

*Partner*

T +1 416 369 7399

[patrick.shea@gowlingwlg.com](mailto:patrick.shea@gowlingwlg.com)



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Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1G5  
Canada



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## Philip Gennis

---

**From:** Durani, Siddharth (Avison Young - CA) <Siddharth.Durani@avisonyoung.com>  
**Sent:** Thursday, May 2, 2024 10:50 AM  
**To:** Philip Gennis  
**Subject:** RE: Plaque at Berkeley Church

I don't think there will be any impact on value of property as such. Buildings utility remains the same - can still be leased out as a retail/banquet space without the plaque.

### Siddharth Durani

Vice President, AACI, P.App, MRICS, MBA

+1 905-968-8041 **Mobile** +1 416-725-3228

[siddharth.durani@avisonyoung.com](mailto:siddharth.durani@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

---

**From:** Philip Gennis <PGennis@spergel.ca>  
**Sent:** Thursday, May 2, 2024 10:41 AM  
**To:** Durani, Siddharth (Avison Young - CA) <Siddharth.Durani@avisonyoung.com>  
**Subject:** RE: Plaque at Berkeley Church

### CAUTION: External Sender

Let's assume that we can get Heritage Toronto to flex, what is your view on the impact of the plaque on value, if any?

### Philip H. Gennis, J.D., CIRP, LIT | Licensed Insolvency Trustee

#### Corporate Restructuring and Insolvency

msi Spergel inc. | Licensed Insolvency Trustees

1100-200 Yorkland Blvd., Toronto, ON M2J5C1

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**Sent:** Thursday, May 2, 2024 10:35 AM  
**To:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>  
**Subject:** RE: Plaque at Berkeley Church

But looks very difficult as he clearly mentioned that the plaque needs to be retained in situ in the building and visible from public view.

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**Sent:** Thursday, May 2, 2024 10:33 AM  
**To:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>  
**Subject:** RE: Plaque at Berkeley Church

Sorry am on calls till 11.30 am.

They want it to be displayed in a public space. If military historian can find a space in some public building where it can be displayed, then **maybe** you have a chance.

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**Subject:** RE: Plaque at Berkeley Church

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Sid,

I assume, therefore, that a donation of the plaque to military historians is off the table.

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Here's the response from my contact. He sourced it directly from Program Manager, Heritage Department –

The subject property is the Berkeley Street Wesleyan Methodist Church. The property is designated under Section 29 of the Ontario Heritage Act and therefore alterations to the property would be subject to heritage review and typically require a heritage permit.

The plaque is a monument erected by the community of the Berkeley Street Wesleyan Methodist Church over 100 years ago as a memorial to 31 local servicemen of the parish community and others unknown who gave their lives for Canada in the First World War "The Great War". This plaque is an important feature of the history of the church and is inextricably linked to the heritage building. It should not be removed or sold, rather it should be maintained in a place of honour in the building.

I can't speak enough of the supreme sacrifice that these 31 servicemen gave to Canada in giving their lives in the Great War. To sell and remove this memorial from the premises would be very disrespectful to their memory, and importance that Canada places on its veterans. It would also negatively impact the cultural heritage value of this designated property.

This memorial plaque needs to be retained in situ in the building and visible from public view.

Thanks

Sid

**Siddharth Durani**

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## APPENDIX 14

## Philip Gennis

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**Sent:** Thursday, May 2, 2024 10:50 AM  
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Thanks

Sid

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## APPENDIX 15

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**THE TORONTO DOMINION BANK**

Applicants

- and -

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST  
INC., 504 JARVIS INC. and SOUTHLINE HOLDINGS INC.**

Respondents

**AFFIDAVIT OF PHILIP GENNIS**  
(sworn October 6, 2025)

I, **PHILIP GENNIS**, of the City of Thornhill, in the Province of Ontario, **MAKE OATH AND  
SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of the following companies (collectively the "**Debtors**"):
  - a) 1871 Berkeley Events Inc. ("**BERK**");
  - b) 1175484 Ontario Inc. ("**1175**");
  - c) 111 King Street East Inc. ("**KING**");
  - d) 504 Jarvis Inc. ("**JARV**"); and,
  - e) Southline Holdings Inc. ("**SOUT**").

and as such have knowledge of the matters to deposed 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 Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtors by Order of the Honourable Justice Kimmel of the Ontario

Superior Court of Justice (Commercial List), in the case of 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc. made July 7, 2023.

3. In connection with the receivership of BERK for the period from December 1, 2023 to and including August 31, 2025, fees of \$11,282.49 (inclusive of HST and disbursements), were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “1”** to this my Affidavit. This represents 27.40 hours at an effective rate of \$364.40 per hour.
4. In connection with the receivership of 1175 for the period from December 1, 2023 to and including August 31, 2025, fees of \$137,587.71 (inclusive of HST and disbursements) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “2”** to this my Affidavit. This represents 325.08 hours at an effective rate of \$374.36 per hour.
5. In connection with the receivership of KING for the period from December 1, 2023 to and including August 31, 2025, fees of \$935.30 (inclusive of HST and disbursements) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “3”** to this my Affidavit. This represents 3.63 hours at an effective rate of \$228.02 per hour.
6. In connection with the receivership of JARV for the period from December 1, 2023 to and including August 31, 2025, fees of \$250.86 (inclusive of HST and disbursements) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “4”** to this my Affidavit. This represents 0.8 hours at an effective rate of \$277.50 per hour.
7. In connection with the receivership of SOUT for the period from December 1, 2023 to and including August 31, 2025, fees of \$2,765.11 (inclusive of HST and disbursements) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “5”** to this my Affidavit. This represents 6.10 hours at an effective rate of \$401.15 per hour.



**This is Exhibit “1” of the Affidavit of  
PHILIP GENNIS  
Sworn before me on this 6<sup>th</sup> day of October 2025**



**A Commissioner, Etc**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spengel inc.  
and Spengel & Associates Inc.  
Expires September 21, 2028



**SPERGEL**

**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**

September 29, 2025

**DRAFT**

**Invoice #: 1247**

1971 Berkeley Events Inc.

## INVOICE

**RE: 1871 Berkeley Events Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** in the period December 1, 2023 to August 31, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	15.40	\$450.00	\$6,930.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	2.10	\$375.00	\$787.50
Paula Amaral	2.70	\$290.00	\$783.00
Eileen Sturge	2.80	\$250.00	\$700.00
Dharam Tiwana	3.80	\$190.00	\$722.00
Manocher Sarabi	0.20	\$110.00	\$22.00
Cassandra Glover	0.40	\$100.00	\$40.00
Total Professional Services	27.40	\$364.40	\$9,984.50
HST			\$1,297.99
<b>Total</b>			<b>\$11,282.49</b>

HST Registration #R103478103  
(AABERK-R)



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1971 Berkeley Events Inc.

## INVOICE

### INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
<b>Professional Services</b>					
2023-12-01	MMA	Email exchanges with customers regarding the deposits and possibility of dividends to unsecured creditors.	0.30	\$450.00	\$135.00
2023-12-05	GGO	Receipt and review of bank reconciliation.	0.10	\$375.00	\$37.50
2023-12-07	EST	Update spreadsheet with WEPP confirmations	0.80	\$250.00	\$200.00
2023-12-15	MMA	Receipt and review of multiple email communication regarding the sales process.	0.40	\$450.00	\$180.00
2023-12-28	EST	Prepare documentation as requested	1.00	\$250.00	\$250.00
2024-01-02	PAM	Review Quickbooks files provided by company and retrieve report of customer payments received in July. Cross reference payments received in Quickbooks with payments received in bank to determine funds received in 30 days prior to receivership. Email previous accountant and request list of events.	0.80	\$290.00	\$232.00
2024-01-03	MMA	Receipt and review of email from P. Gennis regarding first report to court.	0.10	\$450.00	\$45.00
2024-01-03	PAM	Assist with preparation of report and assembling appendices.	0.20	\$290.00	\$58.00
2024-01-04	MMA	Receipt and review of first report to court shared by P. Gennis and T. Hogan	0.20	\$450.00	\$90.00
2024-01-09	GGO	Receipt and review of bank reconciliation.	0.10	\$375.00	\$37.50
2024-01-10	MMA	Receipt and review of email from P. Gennis regarding the properties	0.10	\$450.00	\$45.00
2024-01-11	MMA	Receipt and review of email from T. Hogan regarding the supplement report.	0.10	\$450.00	\$45.00
2024-01-16	MMA	Attended the Receiver's motion for Sale Approval. Receipt and review of email P. Gennis containing the confidential appendices. Receipt and review of multiple email from P. Amaral and P. Filippopoulos regarding the line of credit. Receipt and review of multiple emails from T. Hogan and P. Amaral regarding the file. Receipt and review of multiple emails from P. Gennis	1.10	\$450.00	\$495.00
2024-01-18	MMA	Receipt and review of multiple email communication from P. Gennis, S. Keyzer and S. Plos regarding the file and sales process.	0.60	\$450.00	\$270.00

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1971 Berkeley Events Inc.

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2024-01-19	MMA	Receipt and review of multiple email from C. Humber regarding the Colliers listing agreement.	0.30	\$450.00	\$135.00
2024-01-24	MMA	Email exchange with P. Gennis regarding the value of the property. Receipt and review of email communication from P. Gennis regarding the real estate proposal from Colliers.	0.30	\$450.00	\$135.00
2024-01-25	MMA	Receipt and review of email from D. Hornbostel regarding site visit.	0.20	\$450.00	\$90.00
2024-01-26	MMA	Participated in a Microsoft Teams Meeting regarding Colliers listing with C. Hamber, T. Hogan, P. Gennis. J. Penley, J. Carhart and D. Hornbostel. Email exchange with S. Plos regarding the changes on the listing agreement.	0.60	\$450.00	\$270.00
2024-02-01	MMA	Receipt and review of email communication from A. shah containing the SRDs to OSB. Attended and responded to telephone inquiries.	0.70	\$450.00	\$315.00
2024-02-02	GGO	Receipt and review of bank reconciliation.	0.10	\$375.00	\$37.50
2024-02-05	MMA	Receipt, review and approval of SRD shared by A. Shah.	0.30	\$450.00	\$135.00
2024-02-05	PAM	Review Statement of Receiver Interim Reports prepared by A. Shah.	0.50	\$290.00	\$145.00
2024-02-08	PAM	Receive call from CRA requesting supporting documents for amended returns. Email accountant and request he contact CRA agent.	0.30	\$290.00	\$87.00
2024-02-09	EST	Update spreadsheets with confirmations	0.70	\$250.00	\$175.00
2024-02-16	PAM	Review and organize CRA claims received and forward to counsel.	0.40	\$290.00	\$116.00
2024-03-05	GGO	Receive and review bank reconciliation	0.10	\$375.00	\$37.50
2024-03-28	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-05-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-05-14	PAM	Discussion with CRA agent regarding status of RT0002 account. Prepare CRA forms for Authorization on Account and opening of RT0002 account.	0.50	\$290.00	\$145.00
2024-05-21	MMA	Phone call with T. Hogan to discuss file. Phone call with S. Keyzer to discuss bids received.	1.00	\$450.00	\$450.00
2024-06-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-07-09	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-07-10	DTI	Prepare and file HST returns for 11 months ending June 2024.	1.40	\$190.00	\$266.00

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September 29, 2025

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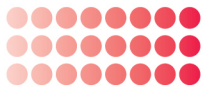
**Invoice #:** 1247

1971 Berkeley Events Inc.

### INVOICE

2024-07-16	DTI	Speak with security alarm company regarding fire department at the building. Forward fire department contact info to P. Amaral.	0.10	\$190.00	\$19.00
2024-07-23	DTI	Prepare S246(2) report for review by trustee.	0.30	\$190.00	\$57.00
2024-08-01	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-09	DTI	Prepare and file HST returns for last 2 periods.	0.30	\$190.00	\$57.00
2024-09-30	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-10-16	DTI	Prepare and file HST return up to Sep 30.	0.30	\$190.00	\$57.00
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-11-20	DTI	Prepare and file HST return for period ending October 2024.	0.30	\$190.00	\$57.00
2024-12-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-01-07	GGO	Receive and review bank reconciliation	0.10	\$375.00	\$37.50
2025-01-08	EST	Prepare 246(2) report; fax to OSB	0.30	\$250.00	\$75.00
2025-02-10	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-03-06	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-03-24	DTI	Prepare and file HST returns to become current.	0.30	\$190.00	\$57.00
2025-04-07	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-05-02	MMA	Receipt of email from T. Hogan (Harrison Pensa) regarding Fire Department invoices.	0.20	\$450.00	\$90.00
2025-05-12	DTI	Reviewed report from inspector's site visit, upload pictures to shared drive.	0.10	\$190.00	\$19.00
2025-05-13	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-06-09	DTI	Review site visit inspection report and pictures, upload visit to shared drive.	0.10	\$190.00	\$19.00
2025-06-09	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-06-09	MMA	Receipt and review of email exchanges with Colliers regarding revenue numbers.	0.20	\$450.00	\$90.00
2025-06-10	MMA	Receipt and review of email exchanges with Colliers regarding revenue numbers.	0.10	\$450.00	\$45.00

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2025-06-13	MSR	Review of receivership activities with colleagues for the file and received instructions to prepare the budget.	0.20	\$110.00	\$22.00
2025-07-11	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-07-15	DTI	Prepare and file HST returns from March till date for 1871 Berkley and 111 King.	0.50	\$190.00	\$95.00
2025-07-21	MMA	Receipt and review of email chain with Avison Young regarding information to discuss further with the bank.	0.30	\$450.00	\$135.00
2025-07-25	MMA	Email exchanges with P. Gennis and K. Furfaro (TD) regarding APS and offers.	0.30	\$450.00	\$135.00
2025-07-28	MMA	Email exchanges with K. Furfaro (TD) regarding offers and carrying costs.	0.50	\$450.00	\$225.00
2025-07-29	MMA	Email exchanges with K. Furfaro (TD) regarding offers and carrying costs and with team regarding next steps.	1.40	\$450.00	\$630.00
2025-07-30	MMA	Email exchange with K. Furfaro (TD) regarding offer on property and with P. Gennis regarding updates on file.	0.50	\$450.00	\$225.00
2025-07-31	MMA	Email exchanges with K. Furfaro (TD) regarding offer on property. Receipt and review of email exchanges with T. Hogan and C. Hamber (Harrison Pensa) regarding APS.	0.80	\$450.00	\$360.00
2025-08-01	MMA	Receipt and review of email exchanges with T. Hogan and C. Hamber (Harrison Pensa) regarding APS. Review of documents.	0.80	\$450.00	\$360.00
2025-08-01	CGL	Administrative work including the review and forward for approval agreement of purchase and commission agreements. Return of same to counsel.	0.40	\$100.00	\$40.00
2025-08-05	DTI	Review site inspection report, upload to shared drive.	0.10	\$190.00	\$19.00
2025-08-05	MMA	Email exchange with P. Gennis regarding offers on property.	0.80	\$450.00	\$360.00
2025-08-06	MMA	Email exchange with P. Gennis and review of LOI.	0.40	\$450.00	\$180.00
2025-08-08	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-08-15	MMA	Receipt and review of email exchanges with counsel and TD regarding offers on property.	0.30	\$450.00	\$135.00
2025-08-20	MMA	Review and sign the offer agreement, receipt and review of related emails.	1.70	\$450.00	\$765.00
2025-08-21	MMA	Receipt and review of email exchanges with Colliers and counsel regarding engagement.	0.70	\$450.00	\$315.00

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1971 Berkeley Events Inc.

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2025-08-28	MMA	<i>Discussion with Spergel team regarding funds.</i>	0.10	\$450.00	\$45.00
<b>Professional Services Total:</b>			<b>27.40</b>		<b>\$9,984.50</b>

**This is Exhibit “2” of the Affidavit of**

**PHILIP GENNIS**

**Sworn before me on this 6<sup>th</sup> day of October 2025**



**A Commissioner, Etc**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spengel inc.  
and Spengel & Associates Inc.  
Expires September 21, 2028



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September 29, 2025

**DRAFT**

**Invoice #: 1244**

1175484 Ontario Inc.

## INVOICE

**RE: 1175484 Ontario Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** in the period December 1, 2023 to August 31, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	106.50	\$450.00	\$47,925.00
Philip H. Gennis, LL.B., CIRP, LIT	109.90	\$450.00	\$49,455.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	4.70	\$375.00	\$1,762.50
Paula Amaral	52.80	\$290.00	\$15,312.00
Eileen Sturge	0.30	\$250.00	\$75.00
Azeem Shah	8.18	\$190.00	\$1,554.20
Dharam Tiwana	7.10	\$190.00	\$1,349.00
Others	7.70	\$157.14	\$1,210.00
Manocher Sarabi	26.40	\$110.00	\$2,904.00
Cassandra Glover	0.50	\$100.00	\$50.00
Lindsay Lesmeister	1.00	\$100.00	\$100.00
Total Professional Services	325.08	\$374.36	\$121,696.70
HST			\$15,820.57

Reimbursable Expenses	Total
Courier	\$62.34
Total Reimbursable Expenses	\$62.34
HST on expenses	\$8.10

<b>Total</b>	<b>\$137,587.71</b>
HST Registration #R103478103 (AA1175-R)	

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September 29, 2025

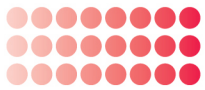
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1175484 Ontario Inc.

**INVOICE****INVOICE RECONCILIATION PAGE**

Date	Staff	Memo	Hours	B-Rate	Amount
<b>Professional Services</b>					
2023-12-01	MMA	<i>Participated in a conference call with MNP and counsels regarding sales process. Email exchanges with D. Hornbostel regarding same.</i>	1.00	\$450.00	\$450.00
2023-12-04	MMA	<i>Email exchanges with D. Hornbostel regarding clean up of the books and records available on site. Telephone call with T. Hogan regarding sales process. Email exchanges with M. Sherman. Email exchanged with E. Pillon and T&gt; Hogan.</i>	1.10	\$450.00	\$495.00
2023-12-04	PGE	<i>Email exchange with CBRE regarding timing of listing of property;</i>	0.20	\$450.00	\$90.00
2023-12-05	GGO	<i>Receipt and review of bank reconciliation.</i>	0.10	\$375.00	\$37.50
2023-12-05	MMA	<i>Email exchanges with D. Hornbostel regarding court approval of the sale process and the date regarding same in January. A lengthy telephone call with T. Hogan regarding the sales process. Lengthy call with T. Birstow of Colliers regarding the listing and marketing of the property. Receipt and review of the draft sales process from T. Hogan.</i>	1.40	\$450.00	\$630.00
2023-12-05	PGE	<i>Email from CBRE;</i>	0.20	\$450.00	\$90.00
2023-12-06	PAM	<i>Receive call from Enbridge regarding status of account. Discuss payments paid to date and work with Enbridge to update records.</i>	0.30	\$290.00	\$87.00
2023-12-06	ASA	<i>Sent an email to city of toronto regarding the utility bill</i>	0.50	\$190.00	\$95.00
2023-12-06	MMA	<i>Receipt and review of multiple email from M. Shermann regarding the pickup of his items from site. Telephone call with A. Iqbal regarding the file.</i>	0.40	\$450.00	\$180.00
2023-12-07	ASA	<i>Prepared Cheque Requisitions</i>	1.30	\$190.00	\$247.00
2023-12-08	PGE	<i>Email exchange with Chris Hamber regarding APS; follow-up t/c with Chris Hamber; receipt and review of draft APS from Miller Thomson with respect to adjoining property subject to receivership order granted to Equitable Life/MNP; email exchange between Spergel, MNP and Counsel for Spergel; email exchange with Colliers;</i>	1.25	\$450.00	\$562.50

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1175484 Ontario Inc.

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2023-12-08	MMA	Reveiw of draft email to MNP from T. Hogan regarding sales process and court approval of same. Provided comments regarding same. Receipt and reveiw of draft APS from J. Carhart. Review of email exchanges between T> Hogan and E. Pillon.	0.50	\$450.00	\$225.00
2023-12-11	PGE	Further review of draft APS from Miller Thomson; email exchange with Chris Hamber and Tim Hogan of Harrison Pensa confirming instructions to proceed to revise the draft APS prepared by Counsel for MNP, the Receiver responsible for the adjoining property; email from MM confirming instructions; receipt and review of emails to and from from Chris Hamber and Counsel for MNP regarding APS;	1.50	\$450.00	\$675.00
2023-12-11	PAM	Receive and review email with site visit weekly update and pictures and save to drive.	0.10	\$290.00	\$29.00
2023-12-11	MMA	Email exchanges and telephone discussions with T. Birstow regarding the status of the development of the sale process. Email exchanges with D. Hornbostel.	0.40	\$450.00	\$180.00
2023-12-12	GGO	review and approve cheque requisitions.	0.30	\$375.00	\$112.50
2023-12-12	PGE	Email from Receiver's Counsel regarding MNP draft APS; Receipt and review of MNP draft APS with comments/revisions by Receiver's Counsel; drafting proposed schedule to our listing agreement, draft NDA, and draft Disclaimer; responding email to Counsel with comments on APS and enclosing draft documents for comment; review of email exchange between Receiver's Counsel and Counsel for MNP regarding court date for sale approval motions;	2.25	\$450.00	\$1,012.50
2023-12-12	PAM	Review payables and reconcile with past payments. Submit outstanding payables for processing by others.	0.50	\$290.00	\$145.00
2023-12-12	MMA	Email exchanges between A. Iqbal and T. Hogan regarding booking court time.	0.20	\$450.00	\$90.00
2023-12-13	PGE	Email from Receiver's Counsel confirming that supplementary sale documents to be shared with Counsel for MNP; finalize Schedule to Listing Agreement, NDA and Disclaimer and forwarding same to Counsel for MNP enclosing draft sale documents;	1.25	\$450.00	\$562.50
2023-12-13	PAM	Receive email with update on fence repair at at the Berkeley Church and save to drive.	0.10	\$290.00	\$29.00
2023-12-13	MMA	Review of emails regarding drafting of APS and comparison of same with MNP's APS.	0.30	\$450.00	\$135.00

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2023-12-14	PGE	Email from Receiver's Counsel; email from Receiver's Counsel to Counsel for MNP regarding proposed hearing date for application for approval inter alia of sales process;	0.25	\$450.00	\$112.50
2023-12-15	ASA	Filed a HST return for the period	0.40	\$190.00	\$76.00
2023-12-15	PGE	Receipt and review of further draft APS to be used by MNP on adjoining property with additional revisions made by Receiver's Counsel; email from Counsel for MNP confirming hearing date set for January 16th before Justice Conway; email response to Receiver's Counsel with proposed revisions to MNP APS; email exchange with Mukul Manchanda regarding the drafting of Report for upcoming hearing to approve sale process; email from Tim Hogan confirming court date for the 16th;	3.20	\$450.00	\$1,440.00
2023-12-18	GGO	review and approve disbursements.	0.20	\$375.00	\$75.00
2023-12-18	PGE	Email from Receiver's Counsel to Commercial Court Administrator; email exchange with Court Administrator regarding January 16th Motion to approve inter alia, sale process; receipt and review of further revised APS from original provided by Counsel for MNP on adjoining property; establish outline for content of First report to Court; review of proposed appendices and preliminary drafting of First Report to Court;	4.75	\$450.00	\$2,137.50
2023-12-18	MMA	Review of emails with the Court regarding scheduling a court hearing for approval of sales process.	0.20	\$450.00	\$90.00
2023-12-19	IFR	Issue chqs, Wires	1.00	\$150.00	\$150.00
2023-12-19	PGE	Finish drafting initial draft of First Report to Court; preliminary assembly of appendices;	4.25	\$450.00	\$1,912.50
2023-12-20	ASA	Prepared SRD's as of December 20, 2023 for AA1175, AABERK, AASOUTH, AAJARVIS, and AAKING. Emailed Paula for her review of the SRDs prepared. After Paula's review, emailed Phil the SRDs as requested.	1.50	\$190.00	\$285.00
2023-12-20	PGE	Email to Receiver's Counsel enclosing Version 1 Draft of First report to Court; receipt and review of Interim SRDs	0.75	\$450.00	\$337.50
2023-12-20	PAM	Receive invoice from Lock it Security and save to drive for processing.	0.10	\$290.00	\$29.00
2023-12-23	PGE	Receipt and review of comments on initial draft of First Report to Court from Counsel; email exchange with Counsel in this regard;	1.00	\$450.00	\$450.00

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September 29, 2025

## DRAFT

**Invoice #:** 1244

1175484 Ontario Inc.

### INVOICE

2023-12-27	PGE	Email exchange with Chris Hamber at Harrison Pensa regarding further revisions to First report relating to planning aspects related to 1175 lands as well as adjoining property; telephone discussion with Chris Hamber regarding planning issues;	0.50	\$450.00	\$225.00
2023-12-27	MMA	Review the draft report and comments from counsel.	1.10	\$450.00	\$495.00
2023-12-28	PGE	Review and execution of Receiver's Fee Affidavit;	0.25	\$450.00	\$112.50
2023-12-29	PAM	Receive email from Lock it Security with weekly inspection report and pictures and save to drive.	0.10	\$290.00	\$29.00
2024-01-01	PGE	File review regarding actions taken relative to booked events and dealings with affected parties;	0.25	\$450.00	\$112.50
2024-01-02	ASA	Prepared SRDs for AA1175, AABERK, AASOUTH, AAJARVIS, and AAKING. Emailed the SRDs to Paula for her review.	0.20	\$190.00	\$38.00
2024-01-02	PGE	Email exchanges with Counsel and internally regarding First report to Court; revisions to include reference to disclaimer of lease at 111 King Street East; email exchange between Tim Hogan and Jeff Carhart regarding the sharing of draft reports given the nature of the two receiverships; email exchange between Receiver's Counsel and Counsel for MNP regarding our proposed changes to their draft APS; email to Receiver's Counsel regarding which draft APS to use as Appendix and advising as to the availability of Mukul Manchanda for purposes of execution of final version of First Report; further revisions to First Report and transmittal to Counsel for Review; email exchange with Tim Hogan confirming which Draft APS to use for our report and confirming fees for approval; additional minor revisions to Draft Report and transmittal to Counsel for comment;	3.50	\$450.00	\$1,575.00
2024-01-02	MMA	Review of an email from T. Hogan to P. Gennis containing the disclaimer of 111 King Street. Forwarded a signed copy to the group. Review of email exchanges between T. Hogan and J. Carhart regarding the status of the report and sharing of draft documents amongst MNP and Spergel. Review of email exchanges between C. Hamber and J. Penley regarding draft APS.	0.70	\$450.00	\$315.00

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2024-01-03	PGE	Email exchange with Tim Hogan regarding final revisions to sale process outlined in Report; forwarding proposed final draft to Counsel for transmittal to Counsel for TD Bank; addition of legal description to Report and completion of minor corrections noted by Counsel for TD Bank; receipt and review of Notice of Motion and Draft Order prepared by Receiver's Counsel and transmitted to Counsel for MNP; receipt of Fee Affidavit from Receiver's Counsel for inclusion as an appendix to the First Report; completion of First Report with all revisions included; forwarding final report to Mukul Manchanda for execution and return; and transmittal of same to Counsel for review and transmittal to Counsel for MNP; assembly of Appendices and Confidential Appendices, receipt of last minute revisions from Counsel for MNP; email exchange with Receiver's Counsel regarding these proposed revisions; telephone discussion with Counsel on this regard; receipt of executed First Report from Mukul Manchanda and forwarding same to Counsel for Service on stakeholders;	4.25	\$450.00	\$1,912.50
2024-01-03	ASA	Prepared cheque requisitions for the payables	1.00	\$190.00	\$190.00
2024-01-03	PAM	Review payables prepared by A. Shah prior to submitting for approval.	0.30	\$290.00	\$87.00
2024-01-03	MMA	Receipt, reviewed and edited the report to court. Receipt and review of comments from T. Hogan. Revised the report accordingly. Review of the appendices to the report. Receipt and review of the final report and provided a signed copy of same. Email exchanges with A. Newman regarding appendices to the report and affidavits. Receipt and review of an email from T. Hogan containing the draft notice of motion, sales process order and final report of the receiver. Email exchanges with J. Carhart and MNP regarding same. Receipt and review of an email from M. Faheim containing report of MNO and the draft sales process order of MNP.	3.60	\$450.00	\$1,620.00



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2024-01-04	PGE	<i>Final last minute revisions to Report; email exchange between Counsel for Receiver and Counsel for MNP regarding Bid Deadline inclusion in proposed Sale Process; repair small typo regarding address noted by Counsel for TD Bank; brief telephone discussion with Tim Hogan confirming exact changes in this regard; transmittal of fully executed First report and all appendices to Counsel for service; receipt of further revisions to APS by Counsel for MNP after service of our Motion Record; telephone discussion and email exchanges regarding the drafting and filing of a Supplementary Report to reflect the new APS as an Appendix replacing version included with First report already served; receipt and review of Motion Record of Receiver's Counsel; transmittal of Motion Record to Mukul Manchanda for posting on dedicated website;</i>	3.20	\$450.00	\$1,440.00
2024-01-04	PAM	<i>Review SRDs prepared by A. Shah and forward to P.Gennis for approval.</i>	0.20	\$290.00	\$58.00
2024-01-04	MMA	<i>Email exchanges with K. Plunkett and T. Hogan regarding the first report to court. Receipt and review of an email from I. Stacey containing motion record of the Receiver. Receipt and review of an email from T. Hogan containing draft APS of MNP and comparison of same with our APS.</i>	1.80	\$450.00	\$810.00
2024-01-05	MMA	<i>Receipt and review of an email from C. Hamber providing comments regarding the draft APS. Review of email exchanges between C. Hamber and M. Faheim regarding same. Receipt, review and approval of cheque requisitions shared by A. Shah. Email exchanges with T. Hogan regarding D. Wheeler's claim for ownership of furniture at the premises. Receipt and review of the motion record of MNP.</i>	2.20	\$450.00	\$990.00
2024-01-05	PGE	<i>Email exchange between Receiver's Counsel and Counsel for MNP with respect to their proposed changes to APS; email exchange with Counsel regarding Debtor's claim to furniture and certain fixtures;</i>	0.25	\$450.00	\$112.50
2024-01-08	MSR	<i>receiving, reviewing and scanning mails to drive</i>	0.10	\$110.00	\$11.00
2024-01-08	PGE	<i>Email exchanges with Receivers Counsel with respect to finalizing APS; review of final draft as proposed by Receiver's Counsel; telephone discussion with Chris Hamber in this regard; finalize APS for inclusion in Supplementary Report;</i>	0.30	\$450.00	\$135.00
2024-01-08	PAM	<i>Receive status report on weekly inspections and save to drive.</i>	0.10	\$290.00	\$29.00

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2024-01-08	MMA	Email exchanges with T. Hogan and C. Hamber regarding finalizing the APA.	0.20	\$450.00	\$90.00
2024-01-09	PGE	Review of Revised Draft APA; email exchange with Receiver's Counsel in this regard; preparation of Supplement to First Report of Receiver and transmittal for review by Counsel.	1.50	\$450.00	\$675.00
2024-01-09	GGO	Receipt and review of bank reconciliation.	0.10	\$375.00	\$37.50
2024-01-09	PGE	Draft Supplementary Report and transmittal to Mukul Manchanda for comment; receipt of email from MM confirming acceptability; email to Chris Hamber at Harrison Pensa requesting call to discuss APS and impending sale process approval hearing;	1.20	\$450.00	\$540.00
2024-01-09	MMA	Receipt and review of further amended blackline and clean versions of the APS. Receipt, review, edit and sign the supplementary report to court.	1.20	\$450.00	\$540.00
2024-01-10	MMA	Receipt and review of email from P. Gennis containing the First Supplement to the Receiver's report. Receipt and review of the draft factum. Uploaded relevant documents to the case website. Receipt and review of an email from I. Stacey containing the updated Factum. Email exchanges and telephone discussion with T. Birstow regarding listing of the property. Receipt and review of an email from I. Stacey containing the factum and book of authorities of the Receiver.	1.20	\$450.00	\$540.00
2024-01-10	PGE	Forwarding draft Supplementary Report to Mukul Manchanda for review; email response approving draft; forwarding final version for execution and return; receipt of executed Supplementary. Report and transmittal to Counsel for service; email exchange with prospective purchaser; receipt and review of draft Factum from Receiver's Counsel and confirming email in response; receipt of email from Tim Bristow at Colliers; resolving final APS for inclusion as Appendix to Supplementary Report and forwarding to Counsel;	1.00	\$450.00	\$450.00
2024-01-11	IFR	Issue chq	0.10	\$150.00	\$15.00
2024-01-11	GGO	review and approve disbursements.	0.10	\$375.00	\$37.50
2024-01-11	PGE	Email exchange with Steve Keyser at Colliers regarding listing; email exchange with Receiver's Counsel confirming service of Supplementary Report;	0.20	\$450.00	\$90.00

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2024-01-11	MMA	Email exchanges with creditors regarding status of proceedings and possibility of a dividend to unsecured creditors.	0.20	\$450.00	\$90.00
2024-01-12	MMA	Telephone call with D. Hornbostel. Email exchanges with D. Hornbostel regarding the bids deadline.	0.50	\$450.00	\$225.00
2024-01-12	PGE	Email exchange between Receiver and Receiver's Counsel regarding coordinating changes to sale process protocol as regards listing launch and bid date;	0.00	\$450.00	\$0.00
2024-01-15	MMA	Telephone discussion with D. Hornbostel regarding obtaining a Phase I ESA. Receipt and review of an email from D. Hornbostel regarding same and providing quotation for the exercise.	0.50	\$450.00	\$225.00
2024-01-16	MMA	Telephone call with T. Hogan regarding the upcoming hearing. Review of materials in advance of the court hearing. Email exchanges with P. Gennis and T. Hogan regarding customers inquiring about payment of deposits. Receipt and review of the signed Order and Endorsement of Justice Conway. Receipt, review and approve index of confidential appendices to be filed with the court. Email exchanges with T. Birstow regarding preparing the listing agreements and schedules.	1.90	\$450.00	\$855.00
2024-01-16	PGE	Email from Tim Hogan forwarding email from Counsel for Debtor regarding sales process bid deadline; email exchange with Tim Hogan regarding Counsel attending on behalf of certain creditors and the identity of said creditors; email response regarding Counsel from DOJ; email to Tim Hogan enclosing Confidential Appendices from First Report for filing with the Court; email to Tim Hogan confirming that creditors being represented by Counsel were not depositors who lost deposits; email confirmation from Counsel confirming approval of sale process; response to email from Colliers confirming their selection as Listing broker and forwarding documents integral to sale process; telephone discussion with Kelly Avison advising of selection of listing broker; email to CBRE advising of selection of listing broker;	2.00	\$450.00	\$900.00
2024-01-16	PAM	Coordinate access with Lockit Security for Environmental Assessment. Request T4s from previous accountant and save to drive.	0.30	\$290.00	\$87.00

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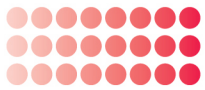
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2024-01-18	PGE	<i>Receipt and review of draft Listing Agreement from Colliers and forwarding same to Counsel for review and comment; email exchange with Steve Keyzer at Colliers regarding proposed call on the 22nd to discuss listing and related matters; email exchange between Receiver's Counsel and Counsel for MNP confirming our receipt of a draft Listing Agreement from Colliers; email to Counsel regarding approved sale process as an addendum to any listing agreement; email exchange with Colliers requesting word version of draft Listing Agreement; email exchange with Counsel enclosing word version of Listing Agreement;</i>	1.75	\$450.00	\$787.50
2024-01-18	PAM	<i>Receive email from Counsel with invoice and save to drive for processing by others.</i>	0.10	\$290.00	\$29.00
2024-01-18	MMA	<i>Receipt and review of the listing agreement from S. Plos. Review of multiple email exchanges between T. Hogan and J. Carhart regarding the listing agreements.</i>	0.80	\$450.00	\$360.00
2024-01-19	PAM	<i>Receive site inspection email from Lock it and save to drive. Receive email from supplier with invoice and save to drive for processing by others.</i>	0.20	\$290.00	\$58.00
2024-01-19	PGE	<i>Receipt and review of email from Counsel; review of Counsel's proposed changes to Colliers Listing Agreement; telephone discussion with Receiver's Counsel in this regard; multiple emails with all Counsel and with MNP aimed at setting up a call to discuss proposed listing agreement; email from Tim Hogan to Chris Hamber requesting confirmation that Listing Agreement is in compliance with approved Sale Process; email from Chris Hamber attaching copy of approved Sale Process previously provided by Receiver; email to Counsel enclosing revised Schedules to Listing Agreement; receipt and review of email from Tim Hogan enclosing marked-up version of standard OREA Listing Agreement;</i>	2.20	\$450.00	\$990.00
2024-01-19	MMA	<i>Review of email exchanges with S. Plos regarding the word version of the listing agreement. Receipt and review of an email from C. Hamber providing comments regarding the listing agreement. Telephone discussion with T. Hogan regarding same. Provided a precedent to revise the listing agreement. Multiple further email exchanges and iteration of the listing agreement and provided comments regarding same.</i>	1.80	\$450.00	\$810.00

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2024-01-22	PGE	Email from Chris Hamber enclosing proposed final drafts of listing agreement and schedules in advance of conference call with Counsel; email from MM to Chris Hamber outlining issues with use of draft and recommending use of OREA form with deletions and applicable schedules; conference call with Counsel regarding listing agreement and upcoming call with all Counsel, Receivers and representatives of Colliers; email from Chris Hamber with draft OREA Listing Agreement with proposed deletions and schedules; email from Colliers enclosing proposed listing documents; email forwarding Colliers documents to Counsel for review;	2.50	\$450.00	\$1,125.00
2024-01-22	PAM	Receive invoices from Pinchin. Prepare requisition for processing of payment.	0.30	\$290.00	\$87.00
2024-01-22	MMA	Receipt and review of an email from C. Hamber containing further revisions to the listing agreement. Participated in Microsoft teams meeting regarding colliers listing agreement with C. Hamber. Attended a conference call via Microsoft Teams meeting with S. Plos. Receipt and review of email from S. Plos regarding the file. Email exchanges with the City regarding La Maquette.	1.40	\$450.00	\$630.00
2024-01-23	ASA	Prepared cheque requisitions for AA1175. Compiled the cheque requisitions together.	1.00	\$190.00	\$190.00
2024-01-23	PAM	Coordinate access to property with Lock it Security for environmental assessment.	0.20	\$290.00	\$58.00
2024-01-23	PGE	Receipt and review of draft listing documents from Chris Hamber; responding email with proposed schedule to be attached to final draft; email to Chris Hamber with proposed revisions to draft agreement; email from Tim Hogan responding to PG's proposed revisions; receipt and review of further revised Listing Agreement; email comments from Tim Hogan with respect to Agreement; receipt and review of amended blackline agreement; email instructing Counsel to forward final draft to Counsel for MNP;	1.50	\$450.00	\$675.00
2024-01-23	MMA	Review of multiple further iteration of listing agreement and associated schedules. Multiple email exchanges with counsels regarding same. Finalized the listing agreement and instructed C. Hamber to forward same to J. Carhart and team.	1.10	\$450.00	\$495.00

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2024-01-24	PGE	<i>Review of listing documents provided by Miller Thomson as Counsel for MNP related to adjoining property; receipt of email from Chris Hamber approving drafts presented and suggesting a mirror and then transmittal to Colliers; email to Chris Hamber confirming approval of proposed course of action; review of Colliers listing proposal as it relates to commission and sharing with cooperating broker (if any); email to Receiver's Counsel in this regard; telephone discussion with MM in this regard; receipt and review of further draft listing agreement from Counsel for MNP; email exchange with Steve Keyzer from Colliers requesting update; email from Chris Hamber to Colliers with proposed final draft Listing Agreement for receivership property;</i>	1.50	\$450.00	\$675.00
2024-01-24	MMA	<i>Receipt and review of an email from J. Penley containing markup of the listing agreement utilized by MNP. Email exchanges with counsels regarding same.</i>	0.20	\$450.00	\$90.00
2024-01-25	ASA	<i>Prepared Cheque requisitions for 1175. Compiled the requisition with invoice.</i>	0.30	\$190.00	\$57.00
2024-01-25	PAM	<i>Receive email from Lockit Security with site inspection updates and pictures and save to drive.</i>	0.10	\$290.00	\$29.00
2024-01-26	ASA		0.16	\$190.00	\$30.40
2024-01-26	PGE	<i>Follow-up email from Chris Hamber to Colliers regarding proposed final draft of listing agreement; responding email from Colliers confirming on-going internal review by in-house legal counsel of proposed final draft of listing agreement; email from Stephanie Plos of Colliers outlining comments on listing agreement; email from Steve Keyzer with regard to commission noted in listing agreement and reduction granted to MNP; internal discussion with MM in this regard; email from Counsel for MNP enclosing similar comments to those received by Spergel with respect to listing agreement; email exchange between Counsel regarding Colliers comments on listing agreement; email from Counsel for MNP to Colliers on behalf of both MNP and Spergel outlining collective response to previous comments from Colliers; email exchanges between MNP and Spergel approving final version of listing agreement;</i>	0.75	\$450.00	\$337.50
2024-01-26	PAM	<i>Obtain utility invoices that are payable across various portals and save to drive for processing by others. Receive invoices via email and submit for processing.</i>	0.30	\$290.00	\$87.00

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2024-01-29	PAM	<i>Review cheque requisitions and submit for approval and processing.</i>	0.10	\$290.00	\$29.00
2024-01-29	PAM	<i>Finalize projected budget to June 2024, prepare Receiver Borrowing Certificate and forward to M. Manchanda for approval.</i>	0.30	\$290.00	\$87.00
2024-01-29	MMA	<i>Receipt, review and approval of cheque requisition shared by P. Amaral. Receipt and review of the data room from S. Plos. Review of email exchanges between counsels.</i>	1.20	\$450.00	\$540.00
2024-01-29	PGE	<i>Receipt and review of document folder from Colliers related to content of data room from a previous listing of property; email exchange between MM/PG, Counsel and Colliers related to content of MLS Data Form;</i>	0.75	\$450.00	\$337.50
2024-01-30	PGE	<i>Email exchange between Spergel and Counsel regarding proposed MLS data form content; email exchange between Spergel and Colliers regarding request for realty tax information; email from Chris Hamber to Counsel for MNP enclosing clean draft of APS and Schedules for Permitted Encumbrances, Legal Description, Form of Assignment of Contracts and Form of HST Certificate; multiple emails from Colliers enclosing final draft MLS Data Forms;</i>	1.75	\$450.00	\$787.50
2024-01-30	MMA	<i>Multiple email exchanges with T. Hogan, C. Hamber and J. Carhart. Review of multiple documents including APS and ancillary documents.</i>	0.80	\$450.00	\$360.00
2024-01-31	PAM	<i>Receive invoice from Dedicated Access and submit for further processing.</i>	0.10	\$290.00	\$29.00
2024-01-31	PGE	<i>Email exchange and telephone discussion with prospective purchaser of ppty; transmittal of information on listing and referral of interested party to Colliers; email exchange with Receiver's Counsel confirming approval of final drafts of listing agreement and related MLS Data Forms and instructing Colliers to send to Receiver for execution; email from Receiver's Counsel enclosing tax and utility certificates for receivership property;</i>	0.75	\$450.00	\$337.50
2024-01-31	MMA	<i>Email exchanges with C. Hamber and S. Plos. Receipt, reviewed and signed the listing agreement.</i>	0.30	\$450.00	\$135.00
2024-02-01	ASA	<i>Prepared SRDs to submit to OSB. Converted the SRDs to PDF. Prepared the Report. Submit to MMA for his review and approval. For AA1175, AASOUTH, AAJARV, AABERK, AAKING.</i>	1.52	\$190.00	\$288.80

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2024-02-01	MMA	Email exchange with G. Komry regarding 111 King Street property's insurance. Receipt, review, edit and sign the 246 report. Email exchanges with Colliers regarding listing and marketing of the property. Lengthy call with S. Keyzer regarding MLS notes. Receipt, review and signed the amended listing agreement.	1.80	\$450.00	\$810.00
2024-02-01	GGO	Receipt and review of bank reconciliation.	0.10	\$375.00	\$37.50
2024-02-01	PGE	Email exchange with Colliers regarding addition of "Receivership Sale" to the MLS data forms; email arranging for execution of listing agreement and MLS data Forms;	0.25	\$450.00	\$112.50
2024-02-01	PAM	Review and discuss Interim Statements of Receiver with A.Shah.	0.30	\$290.00	\$87.00
2024-02-02	GGO	Review and approve disbursements.	0.30	\$375.00	\$112.50
2024-02-05	IFR	Issue chqs	0.30	\$150.00	\$45.00
2024-02-05	PAM	Receive email from Lockit Security with site inspection report and save to drive.	0.10	\$290.00	\$29.00
2024-02-05	MMA	Review of lengthy email exchanges between C. Hamber and J. Penley regarding the form of agreement of purchase and sale to be included in the data room. Email exchanges with C. Hamber regarding allocation of purchase price and air rights and agreed that the market will determine the price for respective properties. Review of multiple emails with respect to the issue.	0.40	\$450.00	\$180.00
2024-02-06	MMA	Receipt and review of the draft NDA.	0.30	\$450.00	\$135.00
2024-02-07	ASA	Prepared Cheque requisition. Inform PAM that we are low on funds in the account.	0.30	\$190.00	\$57.00
2024-02-07	PGE	Email exchange with Colliers confirming minor change to NDA to be included in Data Room;	0.10	\$450.00	\$45.00
2024-02-07	MMA	Receipt and review of email from S. Plos and C. Hamber containing the NDA and Disclaimer. Discussion with C. Hamber regarding same. Approved the final versions.	0.80	\$450.00	\$360.00
2024-02-09	PAM	Receive call from the City of Toronto regarding fencing required to make property safe from potential falling bricks. Contact fencing companies to request fencing to protect the area. Attend premises to supervise fence installation. Contact city and advise fence is installed.	4.10	\$290.00	\$1,189.00

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2024-02-09	PGE	Follow-up review of contents of Colliers Data Room; receipt and review of draft CIM; email exchange with Colliers regarding extension of bid date to April 2nd;	1.25	\$450.00	\$562.50
2024-02-09	MMA	Receipt and review of email from P. Amaral regarding the EFT for Action Scaffold. Receipt, review and approval of the BMO wire transfer. Receipt and review of email from S. Keyzer containing the draft CIM. Lengthy call with S. Keyzer regarding same.	1.30	\$450.00	\$585.00
2024-02-11	MMA	Review of email exchanges between T. Hogan and J. Larry regarding priority payables. Sent an email to T. Hogan providing copies of the claims filed by CRA.	0.40	\$450.00	\$180.00
2024-02-12	MMA	Email exchanges and telephone discussion with M. Enchin regarding renting the Church for a film production.	0.50	\$450.00	\$225.00
2024-02-13	PAM	Receive a call from the City of Toronto regarding the exterior of the property and status of the fence.	0.10	\$290.00	\$29.00
2024-02-13	PGE	Email exchange with insurance broker regarding unsecured claim for unpaid premiums on previous policy;	0.25	\$450.00	\$112.50
2024-02-13	HSI	Wire/EFT and Deposits and Cheque requests review the file processing.	1.70	\$150.00	\$255.00
2024-02-14	MMA	Call with M. Enchin regarding renting the premises for shooting a film production. Receipt calls from the City regarding the fencing around the property and the issue of people sleeping in and around the property. Call with counsel regarding same.	1.10	\$450.00	\$495.00
2024-02-15	MMA	Lengthy call with S. Keyzer regarding the sale process. Review of the data room and CIM and provided comments. Review of email exchanges between T. Hogan, C. Hamber, P. Gennis and S. Keyzer regarding comments for the APS and other documents. Receipt and review of an email from J. Penley containing comments from MNP and MT.	1.60	\$450.00	\$720.00
2024-02-16	PAM	Receive email from Colliers requesting access to property for showing. Contact Lockit Security to arrange key to be placed at property and to coordinate access to security system. Prepare key delegation letter and forward to Colliers for signature. Review and organize CRA claims received and forward to counsel.	0.70	\$290.00	\$203.00

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2024-02-16	PGE	<i>Email from Steve Keyser at Colliers regarding approval of CIM and contents of Data Room; response to this email from Receiver's Counsel; Receiver's response to this email; email exchange with Receiver's Counsel regarding additional revisions to CIM; email to Colliers suggesting revisions to CIM; receipt and review of proposed revisions to CIM from Counsel for MNP; email exchange with prospective purchaser and transmittal of information regarding this purchaser to Colliers; organizing showing to prospective purchaser; email exchange between Receiver and Receiver's Counsel regarding changes to CIM proposed by Counsel for MNP; email from Receiver's Counsel to Counsel for MNP confirming acceptance of proposed revisions to CIM; email exchange confirming agreement to extend bid date beyond date specified in approved Sales Process; email from party wishing to use Church to shoot a film; telephone discussion with film producer;</i>	3.00	\$450.00	\$1,350.00
2024-02-16	MMA	<i>Email exchange with T.Hogan regarding CRA accounts and MLS documents and bid dates. Call with T. Hogan regarding revisions to the documents in the data room. Received and reviewed claims filed by the Crown.</i>	1.10	\$450.00	\$495.00
2024-02-19	PAM	<i>Update Receiver Borrowing Certificate and budget to include additional items and forward to M.Manchanda</i>	0.70	\$290.00	\$203.00
2024-02-20	MMA	<i>Request cheque for Aims Environmental. Received and reviewed Receiver borrowing documents from P.Amaral. Sent borrowing request documents to S. Kansal. Review listing broker summary.</i>	0.60	\$450.00	\$270.00
2024-02-21	PAM	<i>Preparation of list information needed to analyze accounts receivable and calculate borrowing base.</i>	0.30	\$290.00	\$87.00
2024-02-21	MMA	<i>Received and reviewed update MLS documents from S. Plos. Discussion regarding same with C. Hamber.</i>	0.60	\$450.00	\$270.00
2024-02-21	PGE	<i>Receipt and review of revised CIM from Colliers;</i>	0.50	\$450.00	\$225.00
2024-02-22	MMA	<i>Email exchange with S.Plos regarding MLS documents Email exchange with C.Brown regarding property listing</i>	0.20	\$450.00	\$90.00
2024-02-22	PGE	<i>Email exchange with Colliers; receipt and review of proposed final CIM and proposed revisions to NDA requested by a prospective purchaser;</i>	0.75	\$450.00	\$337.50
2024-02-23	MMA	<i>Receive and review NDA documents from S. Plos with comments from T. Hogan. Email exchange with J. Penley regarding NDA review and edits from Concert Properties.</i>	0.60	\$450.00	\$270.00

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2024-02-23	PGE	<i>Receipt and review of email from Tim Hogan with commentary on proposed revisions by a prospective purchaser to agreed form of NDA; receipt and review of email from Counsel for MNP with respect to proposed revisions to NDA by prospective purchaser; email exchange in this regard between Counsel for Spergel and Counsel for MNP;</i>	0.75	\$450.00	\$337.50
2024-02-25	PGE	<i>Receipt and review of revised form of MNP NDA and comparison of Spergel template;</i>	0.50	\$450.00	\$225.00
2024-02-26	MMA	<i>Received and reviewed revised NDA for MNP Email exchange with S.Plos regarding sending the document for signature Received and reviewed MLS documents</i>	0.70	\$450.00	\$315.00
2024-02-26	PGE	<i>Email from Receiver's Counsel with respect to amendments to Spergel NDA; email from Receiver's Counsel to Colliers enclosing amendments to Spergel NDA; further email exchange between Counsel and Colliers with respect to revised NDA; email from Steve Keyzer at Colliers seeking approval of attached documentation and data room contents; review of attached documents; email to Receiver's Counsel confirming acceptance of documents and data room contents;</i>	1.25	\$450.00	\$562.50
2024-02-28	MMA	<i>Email exchange on NDA with MNP reviewing comments</i>	1.00	\$450.00	\$450.00
2024-02-29	MMA	<i>Email exchange with C.Hamber regarding NDA-MNP with Concert comments Email exchange with I.Stacey regarding Southline Email exchange with T.Hogan regarding matter service list</i>	0.50	\$450.00	\$225.00
2024-03-01	PAM	<i>Receive email with invoice for internet service and save to drive for processing. Receive email from Lockit Security with update on site visit.</i>	0.20	\$290.00	\$58.00
2024-03-01	MMA	<i>Attended and responded to calls regarding the sale of the property.</i>	0.30	\$450.00	\$135.00
2024-03-02	PGE	<i>Receipt and review of email between Counsel for Receiver and Counsel for MNP.</i>	0.10	\$450.00	\$45.00
2024-03-03	PGE	<i>Review of email exchange between Counsel for Receiver and Counsel for MNP;</i>	0.10	\$450.00	\$45.00

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2024-03-04	MMA	Email exchange with S. Plos and C. Hamber requesting documents be added to the Spergel data room. Email exchange with S. Keyzer requesting approval to open the data rooms. Review of the data room.	0.60	\$450.00	\$270.00
2024-03-05	GGO	Receive and review bank reconciliation	0.10	\$375.00	\$37.50
2024-03-06	MMA	Various emails with T. Hogan and C. Hamber regarding a 4-week extension to the bid date and review of the NDA from Concert. Update Agreement of Purchase and Sale provided for upload to Spergel data room. Discussion with the listing broker regarding the extension.	1.20	\$450.00	\$540.00
2024-03-06	PGE	Email exchange between stakeholders confirming willingness to extend bid deadline; email from Receiver's Counsel enclosing final version APS for inclusion in Data Room; email from Colliers confirming inclusion of most recent draft APS;	1.00	\$450.00	\$450.00
2024-03-07	PGE	Email exchange between Receiver's Counsel and Counsel for MNP confirming extension of bid deadline to April 30th; receipt and review of disposition report from Colliers for the month of February;	0.50	\$450.00	\$225.00
2024-03-08	PGE	Receipt and review of Colliers Disposition Report for week ending March 8th; email to Colliers requesting dedicated email weekly for these reports rather than attaching to lengthy email chain;	0.50	\$450.00	\$225.00
2024-03-08	PAM	Receive invoice for alarm service and save for processing.	0.10	\$290.00	\$29.00
2024-03-11	MMA	Request for payment received from MNP.	0.10	\$450.00	\$45.00
2024-03-12	MMA	Received and reviewed 2024.03.08 Disposition Report. Discussion with the listing broker regarding the sales process and the interest to date.	0.70	\$450.00	\$315.00
2024-03-14	MMA	Email exchange regarding funding update. Telephone call regarding garbage issues surrounding the property. Instructed the property manager to deal with the reported issues.	1.10	\$450.00	\$495.00
2024-03-15	PGE	Receipt and review of Colliers Disposition Progress Report for w/e March 15th;	0.25	\$450.00	\$112.50
2024-03-15	MMA	Received and reviewed Colliers Disposition Progress Report.	0.40	\$450.00	\$180.00
2024-03-15	PAM	Receive email from Lockit Security with weekly site inspection photos and update.	0.10	\$290.00	\$29.00
2024-03-18	PAM	Receive emails with invoices and save to drive for processing.	0.20	\$290.00	\$58.00
2024-03-21	MSR	Receiving, reviewing and scanning mail to drive.	0.10	\$110.00	\$11.00

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2024-03-22	PGE	<i>Receipt and review of Colliers Disposition Summary for w/e March 22nd;</i>	0.25	\$450.00	\$112.50
2024-03-22	MMA	<i>Received and reviewed disposition progress report. Received and reviewed endorsement and Aide Memoire</i>	0.50	\$450.00	\$225.00
2024-03-22	PAM	<i>Receive invoices and save to drive for processing. Receive email from Lockit Security with weekly site inspection update and photos.</i>	0.40	\$290.00	\$116.00
2024-03-25	PAM	<i>Prepare requisition for deposit of funds received from bank.</i>	0.20	\$290.00	\$58.00
2024-03-26	MSR		0.00	\$110.00	\$0.00
2024-03-28	LLE	<i>Prepared cheque requisitions</i>	1.00	\$100.00	\$100.00
2024-03-28	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2024-03-29	PGE	<i>Receipt and review of Colliers Disposition Sheet for w/e March 28th;</i>	0.25	\$450.00	\$112.50
2024-03-29	MMA	<i>Received and reviewed disposition report.</i>	0.20	\$450.00	\$90.00
2024-04-01	IFR	<i>Issue chqs</i>	0.40	\$150.00	\$60.00
2024-04-01	PAM	<i>Review requisitions prepared by others prior to submitting for approval.</i>	0.40	\$290.00	\$116.00
2024-04-04	PAM	<i>Prepare list of suppliers with links to portals and passwords. Retrieve invoices and save to drive for processing.</i>	0.70	\$290.00	\$203.00
2024-04-05	PGE	<i>Receipt and review of Colliers Disposition Report for the week ending April 5th;</i>	0.25	\$450.00	\$112.50
2024-04-09	PAM	<i>Review payables and prepare list with contacts and portals. Retrieve current invoices and save to drive for processing.</i>	0.50	\$290.00	\$145.00
2024-04-10	MMA	<i>Email received regarding NDA changes.</i>	0.10	\$450.00	\$45.00
2024-04-10	PGE	<i>Email from Counsel enclosing revised NDA submitted by a prospective purchaser with commentary from Counsel thereon;</i>	0.25	\$450.00	\$112.50
2024-04-11	PAM	<i>Meet with payroll trust examiner and prepare and submit payroll registers, PD7As and bank statements for 2023.</i>	2.10	\$290.00	\$609.00
2024-04-12	MMA	<i>Received and reviewed disposition report.</i>	0.10	\$450.00	\$45.00
2024-04-12	PGE	<i>Receipt and review of Colliers Disposition Report for w/e April 12th;</i>	0.25	\$450.00	\$112.50
2024-04-18	MMA	<i>Various emails exchanged regarding real estate agent signing behalf of his client as they wish to remain anonymous.</i>	0.50	\$450.00	\$225.00

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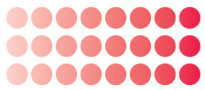
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2024-04-18	PGE	Email from Counsel regarding request from Colliers for permission to have realtor execute NDA rather than his/its client; responding emails to Colliers denying permission to do so based upon the court-approved sales process and the need to maintain the integrity of same; brief review of approved sales process; email from Counsel for MNP also denying permission;	0.50	\$450.00	\$225.00
2024-04-19	PGE	Receipt and review of Colliers Disposition Report for the week ending April 19th;	0.25	\$450.00	\$112.50
2024-04-19	PAM	Receive email with site inspection update from Lockit Security.	0.10	\$290.00	\$29.00
2024-04-19	MMA	Received and reviewed disposition report from S. Plos.	0.20	\$450.00	\$90.00
2024-04-23	PAM	Receive emails containing invoices for payment and save to drive for processing.	0.20	\$290.00	\$58.00
2024-04-24	PGE	copy of email exchange between Receiver's Counsel and Counsel for Debtor regarding disclosure of offers; email from Receiver's Counsel to Counsel for MNP regarding standard confidentiality undertaking; telephone discussion with Patrick Shea regarding WWI Veterans Plaque located inside church; internal email and email exchange with Receiver's Counsel in this regard; telephone discussion with Colliers regarding impact of the removal of the plaque upon the sale process; telephone discussion and email exchange with Avison Young Valuations regarding impact on value; telephone discussion with Michael Goldberg (former planner on the project) in this regard; email exchange with Receiver's Counsel regarding removal of plaque in light of heritage designation;	1.50	\$450.00	\$675.00
2024-04-24	MMA	Email exchange with G. Finlayson and T. Hogan regarding a confidentiality agreement. Email received from P. Shea requesting the plaque that is at the entry of the church. Email exchange with T. Hogan with regards to giving P. Shea the plaque.	0.30	\$450.00	\$135.00
2024-04-25	MMA	Received email from PJ . Macfarlane supplied items located at Berkley requesting timeline for when the items need to be removed.	0.20	\$450.00	\$90.00
2024-04-25	PAM	Receive emails with invoices for payment and save to drive for processing.	0.20	\$290.00	\$58.00
2024-04-26	MMA	Received and reviewed confidentiality undertaking provided by T. Hogan. Received and reviewed disposition report provided by S. Plos.	0.40	\$450.00	\$180.00

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2024-04-26	PGE	Receipt and review of Confidentiality Undertaking regarding disclosure of offers and responding to Receiver's Counsel in this regard; receipt and review of Colliers Disposition Report for the w/e April 26th; email exchange between Receiver's Counsel and Counsel for MNP regarding Confidentiality Undertaking;	0.75	\$450.00	\$337.50
2024-04-28	MMA	Emails exchanged with P. Gennis and T. Hogan regarding the confidentiality undertaking.	0.20	\$450.00	\$90.00
2024-04-29	PGE	Receipt of email from Receiver's Counsel to Counsel for MNP enclosing Confidentiality Undertaking and accompanying case law in said regard;	0.25	\$450.00	\$112.50
2024-04-29	MMA	Draft confidentiality agreement sent by T. Hogan to G. Finlayson for review and comment.	0.10	\$450.00	\$45.00
2024-04-30	PGE	Follow-up email from appraiser regarding WWI plaque; email response to appraiser in connection with plaque;	0.25	\$450.00	\$112.50
2024-04-30	PAM	Prepare requisitions for payments of accounts payable and submit for processing.	1.50	\$290.00	\$435.00
2024-04-30	MMA	Various emails exchanged with G. Finlayson and T. Hogan regarding the confidentiality agreements and edits to be made to it. Emails exchanged regarding application for zoning submitted by G. Wheler. Emails exchanged in with H. Cohen regarding the memorial plaque located on the premise.	0.90	\$450.00	\$405.00
2024-05-01	MSR	Receiving, Reviewing and saving mails to drive.	0.20	\$110.00	\$22.00
2024-05-01	MMA	Various emails exchanged regarding the confidential undertaking. Email sent by G. Finlayson to J. Larry regarding confidential undertakings to be signed by D. Wheler.	0.50	\$450.00	\$225.00
2024-05-01	PGE	Email exchange with Steve Keyzer at Colliers requesting conference call to discuss bids received;	0.25	\$450.00	\$112.50
2024-05-02	MMA	Various emails exchanged with S. Keyzer regarding setting up a meeting to discuss bids received. Emails exchanged with P. Gennis regarding the removal of the plaque at the church. Teams call with S. Plos, S. Keyzer, A. Holiff, T. Bristow and P. Gennis to review and discuss bids received.	1.00	\$450.00	\$450.00

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2024-05-02	PGE	Email exchange with Sid Durani of Avison Valuations regarding removal of WW1 Plaque and impact on value and extent of heritage designation; email to MM in this regard; telephone discussion with MM in this regard; email from Patrick Shea regarding plaque and follow-up telephone discussion with Patrick Shea in this regard;	1.00	\$450.00	\$450.00
2024-05-02	PAM	Prepare requisitions for payments of bills and invoices. Submit for processing.	0.70	\$290.00	\$203.00
2024-05-03	GGO	Review and approve disbursements. Receive and review bank reconciliation.	0.30	\$375.00	\$112.50
2024-05-03	PGE	Email exchange with Steve Keyzer of Colliers with respect to second round bid to be scheduled for May 10th; email exchange with MM and Counsel regarding request for second round; review of report and sale approval order as it relates to second round request by Colliers and reporting thereon to MM and Counsel; email exchange with Colliers regarding position taken by MNP regarding second round bidding; email to Colliers confirming approval of second round; email from Receiver's Counsel enclosing signed Confidentiality Undertaking from Debtor; email exchange with Patrick Shea regarding WW1 plaque and attaching copy of applicable by-law; coordinating site attendance between Patrick Shea and Colliers to facilitate the taking of photographs in advance of research being undertaken by Patrick Shea to facilitate removal and storage of plaque;	2.20	\$450.00	\$990.00
2024-05-03	MMA	Received recommendation from S. Keyzer to have a second round bid. Emails exchanged between T. Hogan and P. Gennis regarding extending the bid date. Received executed confidentiality undertaking. Email exchange with P. Macfarlane and T. Hogan regarding the removal of chattels from the property.	0.60	\$450.00	\$270.00
2024-05-04	MMA	Emails exchanged between T. Hogan and P. Gennis regarding extending the bid date. Approved the second round bid.	0.60	\$450.00	\$270.00
2024-05-05	PGE	Email from Receiver's Counsel regarding bid summary from Colliers; email to Colliers requesting bid summary; receipt and review of Expression of Interest with respect to Church property;	0.25	\$450.00	\$112.50
2024-05-05	MMA	Various emails exchanged with T. Hogan regarding the sharing of bid information. Requested bid summary on the property from S. Keyzer.	0.60	\$450.00	\$270.00

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2024-05-06	PGE	Email from Receiver's Counsel requesting bid summary for ppty; email from Patrick Shea enclosing photos of WW1 Plaque;	0.25	\$450.00	\$112.50
2024-05-07	MMA	Various emails exchanged regarding the removal of the plaque from the church.	0.30	\$450.00	\$135.00
2024-05-07	PGE	Receipt and review of email from Patrick Shea providing release from Heritage Toronto with respect to WW1 Plaque; email exchange with Counsel confirming decision to release the plaque to Patrick Shea for storage pending installation at a suitable public venue; email to Patrick Shea confirming Receiver's willingness to release the plaque and arranging for site visit with Colliers to permit removal; email from Colliers confirming arrangement to meet Patrick Shea to effect removal of plaque;	0.50	\$450.00	\$225.00
2024-05-08	MMA	Received request from S. Keyzer for event bookings/revenue on venue.	0.20	\$450.00	\$90.00
2024-05-09	MMA	Received request for bid extension from G. Freedman.	0.10	\$450.00	\$45.00
2024-05-09	PGE	Email from Tim Bristow at Colliers regarding event numbers at Church venue post Covid; internal email exchange in this regard; email exchange with Steve Keyzer regarding offer extension request; discussion with Counsel in this regard;	0.50	\$450.00	\$225.00
2024-05-10	PAM	Receive and respond to email from suppliers and provide update on payment. Prepare list of events for 2022 and 2023 and forward to listing agent. Review emails and payables. Investigate paid invoices and update payables folder with outstanding items to be processed.	0.80	\$290.00	\$232.00
2024-05-10	MMA	Provide event rental information to S. Keyzer. Received picture of wall where plaque was removed from.	0.30	\$450.00	\$135.00
2024-05-10	PGE	Email to Colliers with Master events list for Berkeley Church facility; email from Colliers confirming removal of WW1 Plaque by Patrick Shea;	0.20	\$450.00	\$90.00
2024-05-13	PAM	Receive and review email from Lockit Security with site visit update. Review payables, retrieve invoices to be paid and save to drive for processing.	0.60	\$290.00	\$174.00

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2024-05-13	MMA	<i>Request received for update on bids received with extension. Request sent for update on bids received. Received updated list of offers received from S. Keyzer.</i>	0.40	\$450.00	\$180.00
2024-05-13	PGE	<i>Email from Receiver's Counsel forwarding email from Doug Wheler requesting update of offers received; email to Colliers requesting update; receipt and review of two offers; email from Receiver's Counsel attaching copy of email from Counsel for MNP implying extension to Wednesday, May 15th;</i>	2.50	\$450.00	\$1,125.00
2024-05-15	PGE	<i>Email from Steve Keyzer from Colliers looking to set up a call to discuss post sales-process next steps; telephone discussion with Colliers in this regard;</i>	0.25	\$450.00	\$112.50
2024-05-15	MMA	<i>Email received from S. Keyzer requesting a meeting to discuss next steps on sales process. Received invoice from A. Newman.</i>	0.20	\$450.00	\$90.00
2024-05-16	PGE	<i>Email exchange with Counsel with respect to email from Counsel for Doug Wheler requesting status update on sales process;</i>	0.20	\$450.00	\$90.00
2024-05-16	MMA	<i>Received follow up request on bid submission from J. Larry. Received update from S. Keyzer regarding base air rights of the property.</i>	0.20	\$450.00	\$90.00
2024-05-17	MMA	<i>Summary of meeting received from S. Keyzer regarding sale of property.</i>	0.10	\$450.00	\$45.00
2024-05-17	PGE	<i>Email from Steve Keyzer at Colliers confirming potential bonus density payment under one of the offers received;</i>	0.20	\$450.00	\$90.00
2024-05-18	MMA	<i>Follow up request from P. Macfarlane regarding chattels on the property. Email exchange with T. Hogan regarding same. Request for evidence of ownership/title was sent to P. Macfarlane.</i>	0.20	\$450.00	\$90.00
2024-05-21	PGE	<i>Email exchange with Receiver's Counsel regarding proposed response to email from Debtor's Counsel looking for update; conference call with Colliers to update Receiver on offers received; email from Colliers confirming responses to questions raised with regard to one offer received;</i>	0.60	\$450.00	\$270.00
2024-05-21	MMA	<i>Received follow up request on bid submission from J. Larry.</i>	0.10	\$450.00	\$45.00
2024-05-21	PAM	<i>Retrieve bills to pay from online portals and supplier and save to drive for processing by others.</i>	0.50	\$290.00	\$145.00
2024-05-22	MMA	<i>Email exchanged with P. Gennis and T. Hogan regarding offer received. Received and reviewed draft response to J. Larry regarding letter of intent received.</i>	0.50	\$450.00	\$225.00

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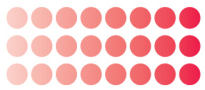
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2024-05-22	PGE	Email exchange with Counsel in advance of response to Counsel for Debtor related to enquiry regarding status of sales process; receipt and review of final draft response to Debtor;	0.25	\$450.00	\$112.50
2024-05-23	MMA	Email received from S. Keyzer looking for an update.	0.10	\$450.00	\$45.00
2024-05-23	PGE	Follow up email from Colliers regarding on-going discussions with Bank;	0.10	\$450.00	\$45.00
2024-05-27	DTI	Review all outstanding bills and prepare cheque requisitions for bills due.	1.00	\$190.00	\$190.00
2024-05-28	MMA	Email exchanged with S. Keyzer regarding update on the file.	0.20	\$450.00	\$90.00
2024-05-28	DTI	Retrieve utility bills and prepare payments	0.30	\$190.00	\$57.00
2024-05-28	PGE	Email from Colliers requesting update and responding email confirming future discussions with Bank;	0.10	\$450.00	\$45.00
2024-05-28	PAM	Review requisitions prepared by D.Tiwani.	0.20	\$290.00	\$58.00
2024-05-29	PGE	Email from Colliers looking for update;	0.10	\$450.00	\$45.00
2024-05-30	MMA	Meeting with K. Furfaro and S. Kansal to discuss file.	0.50	\$450.00	\$225.00
2024-05-31	GGO	review and approve disbursements	0.50	\$375.00	\$187.50
2024-05-31	MMA	Email exchange with J. Carhart and T. Hogan regarding the draft response to J. Larry regarding the air rights. Email exchange with T. Hogan regarding update on discussion with K. Furfaro and the choice to counter offer. Email exchange with S. Keyzer regarding counter offer. Received and reviewed redline counter offer. Email exchange with P. Quinn and D. Wheler regarding Industrial Alliance Settlement Agreement.	0.70	\$450.00	\$315.00
2024-05-31	PGE	Email exchange with Colliers regarding HPH Offer; review of HPH Offer;	0.50	\$450.00	\$225.00
2024-06-02	MMA	Received and reviewed settlement agreement from T. Hogan. Email exchange with C. Hamber and T. Hogan regarding APS.	0.60	\$450.00	\$270.00
2024-06-03	MMA	Receive and review settlement/assumption agreement. Email exchange with C. Hamber and T. Hogan regarding the assumption agreement.	1.00	\$450.00	\$450.00
2024-06-03	IFR	Issue chqs.	0.80	\$150.00	\$120.00
2024-06-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50

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2024-06-03	PGE	Email exchange with Counsel regarding settlement agreement regarding Industrial Alliance mortgage on 132 Berkeley Street; review of agreement and email in response;	0.50	\$450.00	\$225.00
2024-06-04	PGE	Fulsome review of Hyde Park offer; email exchange with Counsel and internally in this regard; draft email to Colliers regarding Receiver's concerns with Hyde Park offer and transmittal of same to Counsel for review; incorporating Counsel comments and transmittal of email to Colliers for discussion with bidder; preliminary response from Colliers;	1.50	\$450.00	\$675.00
2024-06-04	MMA	Email exchange with P. Gennis and S. Keyzer regarding offer and APS.	0.20	\$450.00	\$90.00
2024-06-06	PGE	Email from Colliers with responses from Hyde Park to our concerns;	0.35	\$450.00	\$157.50
2024-06-06	MMA	Email received from S. Keyzer in response to counter offer. Discussion with T. Hogan regarding the ability of the Receiver to counter offer.	0.60	\$450.00	\$270.00
2024-06-07	PGE	Receipt and review of email from Receiver's Counsel commenting on responses received from Hyde Park through Colliers; receipt and review of revised counter offer to Hyde Parks' Offer; telephone discussion with Mukul     Manchanda regarding quantum of collateral charge and conveying that discussion to Counsel; telephone discussion with Steve Keyzer at Colliers regarding defined timeline for due diligence condition and email to Counsel in this regard; receipt and review of further revised counter-offer;	1.35	\$450.00	\$607.50
2024-06-07	MMA	Received comments from T. Hogan on counter offer. Various emails exchanged with P. Gennis, C. Hamber and T. Hogan regarding the revision to the APS.	0.80	\$450.00	\$360.00
2024-06-10	MMA	Received and reviewed clean version of revised APS from C. Hamber.	0.50	\$450.00	\$225.00
2024-06-10	PGE	Receipt and review of further revisions to Hyde Park counter-offer;	0.30	\$450.00	\$135.00
2024-06-12	MMA	Email received from S. Keyzer following up on the status of the counter offer. Email exchange with C. Hamber and P. Gennis regarding revised APS. Review of the revised APS.	0.60	\$450.00	\$270.00
2024-06-13	MMA	Various emails exchanged with P. Gennis, C. Hamber and S. Keyzer regarding counter offer and draft APS. Email request from T. Hogan to C. Hamber for latest version of APS to Colliers.	1.20	\$450.00	\$540.00

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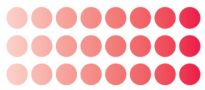
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2024-06-13	PGE	Email exchange between Receiver's Counsel and Colliers regarding Hyde Park APS; internal email exchange regarding execution of counter-offer; transmittal of executed counter-offer email to Colliers; email from Colliers confirming receipt of counter-offer;	0.75	\$450.00	\$337.50
2024-06-19	DTI	Prepare cheque requisitions for Lockit Security.	0.20	\$190.00	\$38.00
2024-06-19	PGE	Email from Receiver's Counsel requesting update from Colliers; email exchange with Steve Keyzer at Colliers confirming status of counter-offer;	0.25	\$450.00	\$112.50
2024-06-19	MMA	Email received from J. Larry looking for update. Email from T. Hogan looking for update from Colliers. Email exchange with P. Gennis and S. Keyzer regarding update on sales efforts. Lengthy call with S. Keyzer.	1.10	\$450.00	\$495.00
2024-06-20	PGE	Email exchange between Receiver's Counsel and Counsel for MNP;	0.10	\$450.00	\$45.00
2024-06-21	DTI	Prepare and file HST returns for 3 periods up to May 31, 2024.	0.50	\$190.00	\$95.00
2024-06-21	MMA	Email exchange with T. Hogan and J. Larry regarding an update on the sales process and air rights.	0.20	\$450.00	\$90.00
2024-06-21	PAM	Receive email from local resident advising of vehicles parked on property and forward to Lockit Security.	0.10	\$290.00	\$29.00
2024-06-26	DTI		0.20	\$190.00	\$38.00
2024-07-03	PAM	Receive email from Lockit and save to drive for processing.	0.10	\$290.00	\$29.00
2024-07-03	PGE	Email update from Steve Keyzer at Colliers;	0.10	\$450.00	\$45.00
2024-07-03	MMA	Received update from S. Keyzer on the offer for Hyde Park. Telephone call with S. Keyzer regarding same.	0.60	\$450.00	\$270.00
2024-07-05	PAM	Email from Lockit regarding property check.	0.10	\$290.00	\$29.00
2024-07-05	MMA	Received letter from K. Furfaro as received from the couples affected by the receivership. Emails exchange with K. Furfaro, T. Hogan and K. Plunkett on how best to handle.	0.50	\$450.00	\$225.00
2024-07-08	MMA	Draft letter for couples affected by receivership circulated for review and comment by T. Hogan, K. Furfaro and K. Plunkett.	0.50	\$450.00	\$225.00
2024-07-09	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-07-09	PAM	Review of requisitions prepared by others.	0.30	\$290.00	\$87.00

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2024-07-09	MMA	Received letter sent to Berkley couples affected by receivership.	0.20	\$450.00	\$90.00
2024-07-10	GGO	Review and approve disbursements.	0.20	\$375.00	\$75.00
2024-07-10	MMA	Email received from D. Wheler regarding removal of chattels from the church.	0.20	\$450.00	\$90.00
2024-07-11	PGE	Email from Colliers updating sales process;	0.10	\$450.00	\$45.00
2024-07-11	MMA	Received update on counter offer for Hyde Park from S. Keyzer. Email exchange with T. Hogan regarding removal of chattels by D. Wheler.	0.20	\$450.00	\$90.00
2024-07-12	PAM	Review cheque requisitions prepared by M.Manocher.	0.20	\$290.00	\$58.00
2024-07-15	PGE	Receipt and review of email from Tim Bristow at Colliers;	0.10	\$450.00	\$45.00
2024-07-15	MSR	Preparing documents as requested.	0.60	\$110.00	\$66.00
2024-07-15	MMA	Email exchange with T. Hogan and J. Larry regarding the removal of chattels from the church. Received request from T. Bristow to view the property.	0.20	\$450.00	\$90.00
2024-07-15	PAM	Receive email from Lockit with site inspection update and save to drive.	0.10	\$290.00	\$29.00
2024-07-16	PAM	Review requisitions created by others.	0.30	\$290.00	\$87.00
2024-07-17	PGE	Email exchange with Colliers;	0.20	\$450.00	\$90.00
2024-07-17	MMA	Email exchange with P. Amaral regarding property condition.	0.20	\$450.00	\$90.00
2024-07-17	PAM	Receive call from fire station informing of issues with fire panel following flooding and requesting attendance at site. Contact Lock it to coordinate visit to property.	0.50	\$290.00	\$145.00
2024-07-18	DTI	Prepare S246(2) report.	0.30	\$190.00	\$57.00
2024-07-18	PAM	Receive email regarding site inspection and save to drive.	0.10	\$290.00	\$29.00
2024-07-21	PGE	Emails received from Colliers with respect to expiry of listing agreement and confirming receipt of counter offer from EQ;	0.10	\$450.00	\$45.00
2024-07-22	MMA	Received and reviewed listing agreement extension.	0.20	\$450.00	\$90.00
2024-07-23	MMA	Email exchange with T. Hogan regarding the removal of chattels from the church. Email exchange with P. Amaral requesting she be at the church for collection of chattels. Advised D. Wheler we require sworn affidavits prior to receiving chattels.	0.60	\$450.00	\$270.00

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2024-07-24	PAM	Contact Lockit to discuss providing access to previous owner for removal of assets. Request list of items to be removed.	0.30	\$290.00	\$87.00
2024-07-24	MMA	Received message from P. Gennis regarding the interest in the property. Emails exchanged with P. Gennis and T. Hogan regarding the extension of the listing agreement. Email exchange with P. Amaral regarding chattels to be collected.	0.50	\$450.00	\$225.00
2024-07-24	PGE	Receipt from Colliers of signed Listing Extension for neighbouring ppty under receivership with MNP; receipt and transmittal for execution of Listing Extension;	0.25	\$450.00	\$112.50
2024-07-25	MMA	Received, reviewed and executed listing agreement extension. Various emails exchanged with T. Bristow, P. Gennis and S. Plos regarding listing agreement extension.	0.40	\$450.00	\$180.00
2024-07-25	PGE	Email exchange with executed Listing Extension; receipt and review of LOI from Hyde Park;	0.25	\$450.00	\$112.50
2024-07-26	MMA	Received and reviewed offer from Hyde Park. Forwarded LOI to K. Furfaro and S. Kansal for their review and comment. Advised T. Bristow we would wait to hear from the bank but will not be entertaining this offer with a counter offer. Received email from D. Wheler advising he will be picking up chattels and requesting contact information.	0.60	\$450.00	\$270.00
2024-07-26	PGE	Email exchange with Counsel regarding LOI from Hyde Park; email from Colliers in this regard;	0.10	\$450.00	\$45.00
2024-07-29	MMA	Received and reviewed prospective rental breakdown. Teams call with K. Furfaro to discuss Hyde Park offer. Email exchange with P. Amaral and T. Hogan regarding list of items to be removed from the church.	1.00	\$450.00	\$450.00
2024-07-29	PAM	Visit the site and meet with debtor and team to conduct an inventory count of items requested by debtor. Prepare list and forward to legal team for review.	3.70	\$290.00	\$1,073.00
2024-07-29	PGE	Internal discussion regarding rental rates for the church; research into rental rates and transmittal of information internally; telephone discussion with Colliers in this regard;	0.20	\$450.00	\$90.00
2024-07-30	MMA	Received and reviewed rental rate suggestions from Colliers.	0.20	\$450.00	\$90.00

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2024-07-30	PGE	<i>Receipt and review of email from Steve Keyzer at Colliers regarding rental rates for the Church; telephone discussion with Kelly Avison regarding rental rates contained in his listing proposal; email to MM confirming rates and discussions with realtors;</i>	0.30	\$450.00	\$135.00
2024-08-01	PAM	<i>Review expenses required to maintain property and prepare 12 month budget and forward to M. Manchanda for review.</i>	0.40	\$290.00	\$116.00
2024-08-01	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2024-08-01	MMA	<i>Sent two separate budgets, one with rental income and one without, to K. Furfaro for her review.</i>	0.50	\$450.00	\$225.00
2024-08-05	PAM	<i>Review payables and previous payments made to reconcile Lockit security invoices. Request missing invoices and upload for processing by others.</i>	0.30	\$290.00	\$87.00
2024-08-06	MMA	<i>Received email from T. Hogan looking for status on sale process.</i>	0.20	\$450.00	\$90.00
2024-08-06	IFR	<i>Issue chqs.</i>	0.20	\$150.00	\$30.00
2024-08-06	PGE	<i>Email from Receiver's Counsel regarding property listing;</i>	0.10	\$450.00	\$45.00
2024-08-08	PGE	<i>Email from Steve Keyzer at Colliers regarding re-marketing of church property;</i>	0.10	\$450.00	\$45.00
2024-08-08	MMA	<i>Email exchange with P. Gennis and T. Hogan regarding go forward on sales listing.</i>	0.20	\$450.00	\$90.00
2024-08-12	PGE	<i>Email from Steve Keyzer at Colliers regarding prospects for re-marketing; conference call with MM and Colliers;</i>	0.30	\$450.00	\$135.00
2024-08-12	MMA	<i>Email received from S. Keyzer regarding setting up a meeting to discuss the marketing of Hyde Park.</i>	0.10	\$450.00	\$45.00
2024-08-13	PGE	<i>Email from Steve Keyzer from Colliers requesting conference call; email exchange between Receiver and Receiver's Counsel to discuss strategy for the call; call with Steve Keyzer at Colliers;</i>	0.50	\$450.00	\$225.00
2024-08-13	MMA	<i>Email exchange with T. Hogan regarding fees to date. Email exchange with T. Hogan and P. Gennis advising that we are taking the property off the market for 3 months. Email exchange with P. Gennis and S. Keyzer to set up a meeting to discuss listing. Teams meeting with S. Keyzer, T. Bristow and P. Gennis to discuss listing.</i>	1.30	\$450.00	\$585.00
2024-08-14	MMA	<i>Email exchange with K. Furfaro regarding fees to date.</i>	0.20	\$450.00	\$90.00

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2024-08-15	PGE	Email from Tim Bristow at Colliers regarding enquiry by Phoenix Group;	0.10	\$450.00	\$45.00
2024-08-16	PGE	Email exchange with Insurance Broker regarding policy renewal on September 3rd;	0.20	\$450.00	\$90.00
2024-08-16	MMA	Received email from T. Bristow advising of a second tour of the church property. Email exchange with P. Gennis and C. Brownlee regarding insurance renewal on the property.	0.30	\$450.00	\$135.00
2024-08-17	PAM		0.00	\$290.00	\$0.00
2024-08-17	MMA	Email exchange with P. Gennis and C. Brownlee confirming renewal of insurance coverage.	0.20	\$450.00	\$90.00
2024-08-19	PAM	Contact Rogers and coordinate new internet service. Cancel existing service.	0.20	\$290.00	\$58.00
2024-08-19	PGE	Email exchange with insurance broker regarding policy renewal;	0.20	\$450.00	\$90.00
2024-08-19	MMA	Received and reviewed insurance policy renewal.	0.20	\$450.00	\$90.00
2024-08-20	PGE	Email from Colliers regarding CAD drawings of church;	0.10	\$450.00	\$45.00
2024-08-20	MMA	Email received from S. Keyzer advising update to the CAD drawings as what we have on hand right now is unreliable. Attended a meeting with S. Keyzer at the property to discuss the status of the sale process and view the property and any deficiencies. Travel back.	2.20	\$450.00	\$990.00
2024-08-21	MSR	Preparing and reviewing documents as requested.	1.00	\$110.00	\$110.00
2024-08-21	MMA	Review and approve cheque requisitions.	0.30	\$450.00	\$135.00
2024-08-23	GGO	Review and approve disbursements.	0.50	\$375.00	\$187.50
2024-08-23	PGE	Email from Tim Bristow at Colliers regarding CAD drawings of church; brief telephone discussion with MMA in this regard and responding email to Colliers;	0.25	\$450.00	\$112.50
2024-08-23	MMA	Email received from T. Bristow regarding CAD drawings.	0.10	\$450.00	\$45.00
2024-08-26	PAM	Discussions with Rogers to coordinate installation of internet. Receive email from Lockit Security with site update and invoice and save to drive. Email exchange with existing internet provider to cancel internet service. Receive email with invoice for insurance and submit for processing.	0.70	\$290.00	\$203.00

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2024-08-26	MMA	Email exchange with P. Gennis and P. Amaral regarding the payment for insurance.	0.20	\$450.00	\$90.00
2024-08-27	PAM	Attend site to meet with Rogers to install new internet service.	4.00	\$290.00	\$1,160.00
2024-08-29	PAM	Review invoices paid to internet service provider and advise of payments made to date.	0.20	\$290.00	\$58.00
2024-09-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-05	MMA	Email exchange with T. Hogan regarding status of listing agreement.	0.20	\$450.00	\$90.00
2024-09-05	PGE	Email exchange with Receiver's Counsel regarding listing agreement;	0.10	\$450.00	\$45.00
2024-09-06	PAM	Review payables with M. Manocher. Reconcile Lockit invoices and payments and submit outstanding invoice for payment.	0.50	\$290.00	\$145.00
2024-09-06	PGE	Email exchange and telephone discussion with Colliers and email exchange with Receiver's Counsel;	0.25	\$450.00	\$112.50
2024-09-08	IFR	Issue chqs.	0.30	\$150.00	\$45.00
2024-09-09	DTI	Prepare and file HST returns for last 3 periods.	0.40	\$190.00	\$76.00
2024-09-09	HSI	Banking EFT's and wire and transaction's	0.90	\$175.00	\$157.50
2024-09-09	MMA	Received email from T. Bristow regarding strong prospects for the church. Various emails exchanged with T. Bristow and P. Gennis regarding U-Haul vehicles parked in the church parking lot.	0.50	\$450.00	\$225.00
2024-09-10	PAM	Attend premises to meet with firefighters regarding fire panel breach.	3.30	\$290.00	\$957.00
2024-09-10	PGE	Email exchange with Colliers;	0.25	\$450.00	\$112.50
2024-09-10	MMA	Email exchange with S. Keyzer and P. Gennis regarding a potential deal on the developmental lands. Letter sent by P. Gennis to U-Haul requesting vehicles be removed from property. Lengthy clal with S. Keyzer regarding the offer from Hyde Park. Attended and responded to calls from various parties.	1.40	\$450.00	\$630.00
2024-09-12	PGE	Email exchange with Colliers;	0.10	\$450.00	\$45.00
2024-09-13	PGE	Email from MM attaching a detailed email from Doug Wheeler with documents attached relating to previous MZO application; review of attached documents;	0.20	\$450.00	\$90.00
2024-09-13	MMA	Received update from D. Wheeler on the MZO application. Forward to T. Hogan and P. Gennis.	0.40	\$450.00	\$180.00

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2024-09-18	MMA	Follow up email received from S. Keyzer requesting direction from the bank. Call with S. Keyzer. Call with Rocco regarding operational issues. Instructions to staff. Call from the city regarding outstanding matters.	1.80	\$450.00	\$810.00
2024-09-19	PGE	Email from Steve Keyser at Colliers;	0.10	\$450.00	\$45.00
2024-09-23	PGE	Email from Colliers re Hyde Park LOI;	0.10	\$450.00	\$45.00
2024-09-23	MMA	Email received from S. Keyzer requesting update on direction from bank. Provided update to S. Keyzer.	0.20	\$450.00	\$90.00
2024-09-24	DTI	Review mail, review all HST filings and ensure compliance with CRA.	0.50	\$190.00	\$95.00
2024-09-24	PAM	Prepare budget and receiver borrowing certificate.	0.20	\$290.00	\$58.00
2024-09-24	PGE	Email exchange with Colliers regarding Hyde Park LOI;	0.20	\$450.00	\$90.00
2024-09-24	MMA	Received, reviewed, executed and submitted receiver borrowing request. Email exchange with S. Keyzer regarding offers on the property.	0.70	\$450.00	\$315.00
2024-09-25	HSI	EFT and wire	0.90	\$175.00	\$157.50
2024-09-30	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-30	PAM	Review requisitions for payables prepared by M. Manocher.	0.20	\$290.00	\$58.00
2024-10-01	PAM	Update budget to include new borrowing amount and extended to September 2025.	0.30	\$290.00	\$87.00
2024-10-01	PGE	Receipt and review LOI from Hyde Park wrt air rights;	0.25	\$450.00	\$112.50
2024-10-01	MMA	Lengthy call with S. Keyzer regarding the property and the offer from Hyde Park. Provided update to S. Kansal on marketing efforts.	1.20	\$450.00	\$540.00
2024-10-02	PGE	Email exchange with Tim Bristow at Colliers requesting confirmation that U-Haul is no longer parking vehicles on church ppty; follow up call in this regard;	0.20	\$450.00	\$90.00
2024-10-02	MMA	Forwarded offer received to K. Furfaro and S. Kansal for review and discussion. Scheduled meeting with S. Keyzer to discuss offer.	0.20	\$450.00	\$90.00
2024-10-04	PGE	Email from Colliers regarding U-Haul parking on site; email to Receiver's ppty manager requesting that he re-install parking curbs;	0.25	\$450.00	\$112.50

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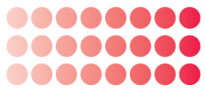
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2024-10-04	MMA	Teams call with S. Keyzer and P. Gennis to discuss offer. Attended and responded to calls from interested parties, neighbour regarding repairs and property manager. Email sent to K. Furfaro and S. Kansal regarding counter offer.	1.40	\$450.00	\$630.00
2024-10-07	PAM		0.10	\$290.00	\$29.00
2024-10-09	PGE	Email from Kelly Avison regarding marketability of courtyard;	0.10	\$450.00	\$45.00
2024-10-11	PGE	Email exchange with Colliers;	0.10	\$450.00	\$45.00
2024-10-15	IFR	Issue chqs.	0.30	\$150.00	\$45.00
2024-10-15	PGE	Email exchange with Colliers;	0.10	\$450.00	\$45.00
2024-10-15	MMA	Email exchange and telephone discussion with S. Keyzer to discuss offer received.	0.50	\$450.00	\$225.00
2024-10-16	MMA	Reviewed and approved wire payment.	0.20	\$450.00	\$90.00
2024-10-17	PGE	Email from Colliers requesting counter-offer on current offer;	0.10	\$450.00	\$45.00
2024-10-17	MMA	Email received from S. Keyzer regarding counter offer. Approved and released EFT payment. Teams meeting with S. keyzer to discuss offer received.	1.20	\$450.00	\$540.00
2024-10-18	MMA	Email exchange with S. Keyzer regarding counter of LOI. Review of the draft APS drafted by C. Hamber previously. Discussion with T. Hogan regarding same.	1.30	\$450.00	\$585.00
2024-10-19	PGE	Email exchange with Colliers regarding counter offer;	0.10	\$450.00	\$45.00
2024-10-21	PAM	Retrieve and download invoices for security system and submit for processing.	0.60	\$290.00	\$174.00
2024-10-22	PAM	Review insurance invoices and reconcile payments. Request invoices from insurance company.	0.40	\$290.00	\$116.00
2024-10-22	PGE	Email exchange with Lawrie Insurance regarding outstanding premium; email to Colliers regarding U-Haul parking of vehicles on property;	0.25	\$450.00	\$112.50
2024-10-22	MMA	Payment follow up received from insurance company.	0.10	\$450.00	\$45.00
2024-10-23	MMA	Received and reviewed LOI from S. Keyzer. Follow up email exchange regarding LOI with S. Keyzer. Discussion with counsel regarding same.	0.70	\$450.00	\$315.00

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2024-10-23	PGE	Email exchange with Steve Keyzer at Colliers regarding LOI and the terms thereof;	0.25	\$450.00	\$112.50
2024-10-28	PGE	Email from Steve Keyzer at Colliers;	0.10	\$450.00	\$45.00
2024-10-28	MMA	Follow up on counter offer received from S. Keyzer.	0.10	\$450.00	\$45.00
2024-10-28	PAM	Reconcile invoices received with previous payments and save payable to drive for processing.	0.20	\$290.00	\$58.00
2024-10-29	PGE	Email exchange with Colliers	0.10	\$450.00	\$45.00
2024-10-29	MMA	Provided update to S. Keyzer on counter offer.	0.10	\$450.00	\$45.00
2024-10-30	PAM	Prepare requisitions for payment of payables. Submit for approval.	0.70	\$290.00	\$203.00
2024-10-30	MMA	Emails exchanged with P. Gennis and C. Brownlee regarding outstanding insurance premiums.	0.30	\$450.00	\$135.00
2024-10-31	PAM	Contact Rogers to request bill for internet service.	0.50	\$290.00	\$145.00
2024-10-31	MMA	Reviewed and executed request for funding. Forwarded request to S. Kansal for review and processing.	0.30	\$450.00	\$135.00
2024-11-01	PGE	Telephone discussion with Receiver's Counsel regarding Hyde Counter-Offer; review of draft counter offer and review of document and transmittal to MM for final review and execution; further email exchange with Counsel;	0.50	\$450.00	\$225.00
2024-11-01	PAM	Prepare requisitions for funds received and for payments for payables, submit for approval and submit for processing.	0.50	\$290.00	\$145.00
2024-11-01	MMA	Discussion with S. Keyzer regarding status of the offer.	0.20	\$450.00	\$90.00
2024-11-04	MMA	Email exchange with P. Gennis and S. Keyzer regarding response timing to offer received. Received, reviewed and executed counter offer.	0.60	\$450.00	\$270.00
2024-11-04	PGE	Email exchange with Receiver's Counsel regarding counter-offer to Hyde Park; email exchange with Colliers in this regard; finalize fresh offer to sell to Hyde;	0.75	\$450.00	\$337.50
2024-11-05	MMA	Received and reviewed insurance policy renewal. Reviewed and discussed counter offer. Executed counter offer and sent to S. Keyzer for review and presentation.	0.60	\$450.00	\$270.00
2024-11-05	PGE	Finalize APS and transmittal to MM for execution and return for submission to listing broker; receipt of signed APS and transmittal to Listing Broker; receipt of insurance renewal for the church property;	0.60	\$450.00	\$270.00

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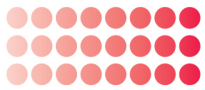
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2024-11-06	HSI	banking	0.40	\$175.00	\$70.00
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-11-08	PGE	Email exchange with insurance broker regarding renewal of coverage; review of policy terms on renewal;	0.25	\$450.00	\$112.50
2024-11-11	MMA	Emails exchanged with T. Hogan and S. Zeitz regarding claim by D. Wheler. Telephone call regarding same.	0.40	\$450.00	\$180.00
2024-11-12	PAM	Review payables, reconcile with payments made prepare requisitions for outstanding payables. Contact Rogers regarding account and obtaining copies of bills to make payment. Review and reconcile invoices from alarm company. Forward list of invoices paid and invoices issued in error.	1.70	\$290.00	\$493.00
2024-11-13	PAM	Receive and respond to email from pest control company to extend contract.	0.10	\$290.00	\$29.00
2024-11-14	PGE	Email exchange with Counsel regarding counter-offer; telephone discussion with Steve Keyzer at Colliers; receipt and review of email update from Colliers;	0.30	\$450.00	\$135.00
2024-11-14	PAM	Prepare requisitions for payments of utilities and other payables and submit for approval and processing.	1.10	\$290.00	\$319.00
2024-11-14	MMA	Update received from S. Keyzer on pending sale.	0.20	\$450.00	\$90.00
2024-11-20	MMA	Review and approve cheque requisitions.	0.30	\$450.00	\$135.00
2024-11-20	DTI	Prepare and file HST return for period ending October 2024.	0.30	\$190.00	\$57.00
2024-11-21	PGE	>mail from prospective purchaser; call to prospective purchaser referring him to Colliers;	0.10	\$450.00	\$45.00
2024-12-02	MMA	Receipt and review of an email from S. Keyzer providing an update regarding the ongoing negotiations with EQ/MNP.	0.20	\$450.00	\$90.00
2024-12-02	PGE	Status update from Colliers;	0.10	\$450.00	\$45.00
2024-12-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-12-03	IFR	Issue chqs	0.40	\$150.00	\$60.00
2024-12-05	PGE	Email from Steve Keuzer at Colliers with update on potential transaction;	0.10	\$450.00	\$45.00
2024-12-05	MMA	Email exchanges with S. Keyzer regarding outstanding APS to Hyde Park. Lengthy call with S. Keyzer regarding same.	0.60	\$450.00	\$270.00

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2024-12-09	PAM	<i>Request proof of payment for supplier and forward to supplier.</i>	0.10	\$290.00	\$29.00
2024-12-10	PGE	<i>Email from Receiver's Counsel enclosing MNP motion record seeking additional borrowing power; review of motion record;</i>	0.30	\$450.00	\$135.00
2024-12-11	MMA	<i>Receipt and review of motion materials and factum of MNP.</i>	1.00	\$450.00	\$450.00
2024-12-17	PGE	<i>Email from Steve Keyzer at Colliers regarding deal with HPH;</i>	0.10	\$450.00	\$45.00
2024-12-17	MMA	<i>Receipt and review of an email from S. Keyzer providing an update regarding the sale of the property. Dealt with maintenance and other operational issues related to the property.</i>	1.20	\$450.00	\$540.00
2024-12-23	PGE	<i>Email from Tim Hogan reporting on results of MNP motion for additional borrowing power;</i>	0.10	\$450.00	\$45.00
2025-01-02	PAM	<i>Review emails and supplier portals and source invoices for payment. Reconcile as needed with payments previously made to confirm outstanding invoices and save to drive for processing.</i>	1.20	\$290.00	\$348.00
2025-01-06	PAM	<i>Receive emails from neighbour regarding parking issues and discuss with Lockit.</i>	0.30	\$290.00	\$87.00
2025-01-07	GGO	<i>Receive and review bank reconciliation</i>	0.10	\$375.00	\$37.50
2025-01-08	EST	<i>Prepare 246(2) report; fax to OSB</i>	0.30	\$250.00	\$75.00
2025-01-12	PGE	<i>Email exchange with Steve Keyzer requesting update on discussions with HPG;</i>	0.20	\$450.00	\$90.00
2025-01-13	PGE	<i>Email from Colliers regarding intertest expressed by film vompamy;</i>	0.10	\$450.00	\$45.00
2025-01-13	MMA	<i>Email exchanges and telephone call with Colliers regarding the status of the property.</i>	0.30	\$450.00	\$135.00
2025-01-15	PAM	<i>Receive invoice from pest control company and save to drive for processing. Receive invoice from alarm company, review past payments and save invoice to drive for processing. Review requisitions prepared by M.Manocher prior to submitting for approval.</i>	0.50	\$290.00	\$145.00
2025-02-03	MMA	<i>Email exchanges with S. Plos regarding an enquiry of the property.</i>	0.20	\$450.00	\$90.00
2025-02-04	PGE	<i>Email exchange with Colliers;</i>	0.10	\$450.00	\$45.00
2025-02-04	MMA	<i>Email exchanges with S. Keyzer regarding the proposed next steps with respect to the offer on the property.</i>	0.30	\$450.00	\$135.00

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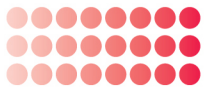
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2025-02-05	DTI	Review bills due and prepare cheque requisitions	0.50	\$190.00	\$95.00
2025-02-05	MSR	Preparing Documents as requested. Reconciliation pf previous payments made to suppliers, emails received and reviewed.	2.00	\$110.00	\$220.00
2025-02-05	PGE	Email from Colliers regarding dates for status call;	0.10	\$450.00	\$45.00
2025-02-06	MMA	Review and sign-off on cheque requisitions.	0.30	\$450.00	\$135.00
2025-02-06	PAM	Review requisitions prepared by D.Tiwana.	0.20	\$290.00	\$58.00
2025-02-07	DTI	File HST returns for preceding 2 periods, verify refunds claimed, upload supporting documents to drive.	0.60	\$190.00	\$114.00
2025-02-07	DTI	Prepare and file HST returns for group for preceding 3 months.	1.00	\$190.00	\$190.00
2025-02-10	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-02-10	PGE	Email exchange with Colliers regarding call to report on status of discussions with Purchaser;	0.10	\$450.00	\$45.00
2025-02-11	MMA	Receipt, review and sign the release letter.	0.10	\$450.00	\$45.00
2025-02-13	MMA	Email exchanges and call with S. Plos from Colliers regarding a company marketing email including the listed site.	0.60	\$450.00	\$270.00
2025-02-13	PGE	Email exchange with Colliers regarding Hyde Park APS; internal email regarding irrevocable date within the APS; email from Receiver's Counsel confirming Receiver's ability to treat Hyde Park APS as dead;	0.25	\$450.00	\$112.50
2025-02-18	MSR	Preparing cheque requisitions to process payments to suppliers. Reconciliation of previous payments made to suppliers with invoices provided and organising files.	3.00	\$110.00	\$330.00
2025-02-18	PAM	Review cheque requisitions prepared by M.Manocher.	0.30	\$290.00	\$87.00
2025-02-19	PAM	Review requisitions prepared by M.Manocher. Reconcile previous payments on select customers.	0.50	\$290.00	\$145.00
2025-02-19	MMA	Receipt, review and approve payables. Review and sign-off on cheque requisitions, wires and eft's where applicable. Attended and responded to calls from customers regarding outstanding receivables. Attempted calls with the principal of the borrower to obtain books and records. Lengthy call with E. Smoluch regarding condition of assets and obtaining inspection reports for same. Review of status of the receivership and efforts related to the sale of the real property.	2.10	\$450.00	\$945.00

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**INVOICE**

2025-02-21	PAM	Receive email from Lockit with site inspection and save to drive.	0.10	\$290.00	\$29.00
2025-02-24	PAM	Receive call from party interested in renting space. Forward request to M.Manchanda. Receive invoice from supplier and save to drive for processing.	0.20	\$290.00	\$58.00
2025-02-24	PGE	Email from Colliers regarding potential purchaser/tenant;	0.10	\$450.00	\$45.00
2025-02-25	DTI	Review cheques and mail to respective vendors.	0.20	\$190.00	\$38.00
2025-02-26	MMA	Review of current balances of file at BMO. Receipt and review of email from counsel to Mercedes-Benz, creditor, regarding assets. Email exchange with Dentons and Harrison Pensa regarding transferred units and owing amounts. Call with M. Foster regarding the status of the file. Review of status of collection of receivables and other matters. Sought update regarding sale process related to the real property. Lengthy call with E. Smoluch regarding taking possession of certain assets and locating certain missing assets. Dealt with the Ministry to freeze RIN and VIN of certain assets.	3.80	\$450.00	\$1,710.00
2025-03-05	PGE	Email requests for listing proposals; email requests for appraisals quotes and environmental assessments; email exchange with Lawrie Insurance;; receipt and review of appraisal quote from Antec Appraisers; receipt and review of parcel register from Counsel; email exchange with environmental consultants requesting quotes for Phase 1 Assessments; Receipt and review of appraisal LOE from Antec Appraisers; receipt and review of Phase 1 Proposal from S2S Environmental;	1.00	\$450.00	\$450.00
2025-03-06	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-03-17	DTI	Forward request for release letter from Mercedes to legal counsel.	0.10	\$190.00	\$19.00
2025-03-18	DTI	Respond to Mercedes Financial's request regarding update on releases.	0.10	\$190.00	\$19.00
2025-03-19	MMA	Receipt and review of email exchange between T. Hogan, Harrison Pensa, and E. Gray, regarding evidence for value of units at date of transfer.	0.20	\$450.00	\$90.00
2025-03-24	DTI	Prepare and file HST returns to become current.	0.30	\$190.00	\$57.00
2025-03-24	PGE	Email from Colliers regarding possible lease of premises;	0.20	\$450.00	\$90.00
2025-03-25	PAM	Review requisitions prepared by others. Retrieve and submit invoices for processing.	0.40	\$290.00	\$116.00

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September 29, 2025

**DRAFT****Invoice #: 1244**

1175484 Ontario Inc.

**INVOICE**

2025-03-25	MMA	<i>Receipt, review and sign cheque requisitions. Attended and responded to calls. Dealt with PMSI claims and release of same.</i>	1.20	\$450.00	\$540.00
2025-03-25	CGL	<i>Send for M. Manchanda's signature and return for processing cheque requisitions.</i>	0.10	\$100.00	\$10.00
2025-03-25	MSR	<i>Preparing cheque requisitions to pay various invoices from suppliers. and coordinating with banking department.</i>	1.50	\$110.00	\$165.00
2025-03-26	PAM	<i>Discussion with the City of Toronto regarding deficiencies requiring repairs and options given the status of the property as a heritage building under receivership.</i>	0.30	\$290.00	\$87.00
2025-03-26	PGE	<i>T/C with Colliers regarding LOI from prospective tenant for the church;</i>	0.25	\$450.00	\$112.50
2025-03-31	PGE	<i>Email from Colliers regarding LOI from Peacock Entertainment;</i>	0.10	\$450.00	\$45.00
2025-04-07	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-04-07	MMA	<i>Receipt and review of email exchange with Harrison Pensa and Dentons regarding valid PMSIs and equity in assets. Lengthy call with Ritchie regarding condition of assets and the upcoming auction regarding same.</i>	0.90	\$450.00	\$405.00
2025-04-07	PAM	<i>Receive inquiry regarding from interested party.</i>	0.10	\$290.00	\$29.00
2025-04-08	PGE	<i>Email from Colliers regarding LOI from prospective tenant; review of LOI attached to email;</i>	0.20	\$450.00	\$90.00
2025-04-09	MMA	<i>Receipt and review of email exchange with T. Hogan (Harrison Pensa) regarding and update on the file.</i>	0.20	\$450.00	\$90.00
2025-04-22	PGE	<i>Email from Tim Bristow at Colliers;</i>	0.10	\$450.00	\$45.00
2025-05-01	PAM	<i>Receive and reply to email from supplier requesting update on status of service and future requirements.</i>	0.10	\$290.00	\$29.00
2025-05-07	PGE	<i>Email from Tim Bristow at Colliers;</i>	0.10	\$450.00	\$45.00
2025-05-08	MMA	<i>Receipt and review of payment requisitions and backup documents. Approve same for payment. Attended and responded to various calls.</i>	0.90	\$450.00	\$405.00
2025-05-08	CGL	<i>Administrative work including facilitating payables.</i>	0.20	\$100.00	\$20.00
2025-05-09	PGE	<i>Email from Steve Keyzer at Colliers regarding prospective purchaser interest;</i>	0.10	\$450.00	\$45.00
2025-05-12	MSR	<i>prepared, reviewed and send cheque requisition for approval.</i>	0.30	\$110.00	\$33.00

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September 29, 2025

## DRAFT

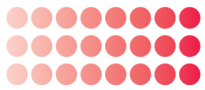
**Invoice #: 1244**

1175484 Ontario Inc.

### INVOICE

2025-05-12	CGL	Administrative work including facilitating payables.	0.20	\$100.00	\$20.00
2025-05-13	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-05-15	PAM	Receive email advising of charges by the Fire Department. Investigate the file to determine dates fire department was called and reason for visits including reviewing emails and discussions with Lockit Security. Prepare summary of findings and forward to legal counsel. Receive email from Lockit Security with update on site visit.	0.70	\$290.00	\$203.00
2025-05-26	PAM	Receive and review invoice from supplier. Save to drive for payment.	0.10	\$290.00	\$29.00
2025-05-27	PGE	Email from Tim Bristow at Colliers regarding Peacock Entertainment interest in lease to own;	0.10	\$450.00	\$45.00
2025-05-29	PGE	Further email exchange with Tim Bristow at Colliers regarding the Peacock interest;	0.20	\$450.00	\$90.00
2025-05-30	PGE	Email from MMA to Tim Bristow regarding leasing opportunities and the fact that the Bank has no appetite for same;	0.10	\$450.00	\$45.00
2025-06-04	MSR	prepared and reviewed cheque requisitions to pay different suppliers and reconciliations of their balances and submitted cheque requisitions for approval and coordinating with banking department.	3.50	\$110.00	\$385.00
2025-06-06	PAM	Receive site inspection report from Lockit Security and save to drive. Review requisitions prepared by team, source additional payments to be made and submit for processing.	0.50	\$290.00	\$145.00
2025-06-06	MSR	Mails received, reviewed and saved in drive	0.20	\$110.00	\$22.00
2025-06-09	PGE	Email exchange with Tim Bristow at Colliers;	0.20	\$450.00	\$90.00
2025-06-09	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-06-09	MMA	Review and approve payables.	0.70	\$450.00	\$315.00
2025-06-10	PAM	Review invoices received and coordinate payment with M. Sarabi.	0.20	\$290.00	\$58.00
2025-06-11	MMA	Review and approve payables.	0.30	\$450.00	\$135.00
2025-06-13	PGE	Email from Kelly Avison re renewed listing;	0.10	\$450.00	\$45.00
2025-06-13	MSR	Review of receivership activities with colleagues for the file and received instructions to prepare the budget.	0.20	\$110.00	\$22.00

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September 29, 2025

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**Invoice #: 1244**

1175484 Ontario Inc.

### INVOICE

2025-06-16	MSR	Email received and reviewed. Coordinating with Banking department to process payments of invoices.	0.20	\$110.00	\$22.00
2025-06-16	PGE	Email and telephone call from Steve Keyser enclosing LOI from Hyde Park Homes;	0.50	\$450.00	\$225.00
2025-06-16	PAM	Review requisitions prepared by others and approve for further processing.	0.50	\$290.00	\$145.00
2025-06-17	MSR	Discussion with banking department regarding Victory System invoice and providing the necessary information requested by banking department, preparing reviewing and submitting the cheque requisition for fence company and requesting banking department to process the payment on priority basis.	0.40	\$110.00	\$44.00
2025-06-17	MMA	Review and sign payables.	0.20	\$450.00	\$90.00
2025-06-17	PAM	Receive and respond to email from supplier of fencing requesting update on status of fence. Submit invoice for processing.	0.20	\$290.00	\$58.00
2025-06-20	PAM	Receive and review invoice received from supplier and submit for processing.	0.10	\$290.00	\$29.00
2025-06-27	PAM	Receive and review email from Lockit Security with site visit update and save to drive.	0.10	\$290.00	\$29.00
2025-07-02	PGE	Follow-up email to Kelly Avison regarding sale strategy for ppty;	0.10	\$450.00	\$45.00
2025-07-02	PAM	Receipt and review email regarding status of property and repair of fence.	0.10	\$290.00	\$29.00
2025-07-04	MSR	Prepared and reviewed the cheque requisitions and getting the necessary back up documents. for different suppliers and submitting the cheque requisitions in for review and approval. received mails, reviewed and scanned and reconciliations of previous account balance.	4.00	\$110.00	\$440.00
2025-07-07	PAM	Coordinate access with agent to attend premises. Attend premises to meet with agent to provide access for agent to tour property and prepare listing proposal.	2.50	\$290.00	\$725.00
2025-07-08	PAM	Review cheque requisitions prepared by others.	0.30	\$290.00	\$87.00
2025-07-09	MSR	Prepared and reviewed the cheque requisitions and getting the necessary back up documents. for different suppliers and submitting the cheque requisitions in for review and approval. received mails, reviewed and scanned.	3.00	\$110.00	\$330.00

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September 29, 2025

## DRAFT

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1175484 Ontario Inc.

### INVOICE

2025-07-09	PAM	Receive call from CRA to discuss status of file and date of expected discharge.	0.10	\$290.00	\$29.00
2025-07-10	MSR	Travel to and from Service Ontario to get used vehicle packages. Stand in line till got the chance to talk with Service Ontario Representative requested used vehicle package paid the fee.	3.00	\$110.00	\$330.00
2025-07-11	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-07-15	DTI	Prepare and file HST returns for 1175484 Ontario Inc. from March till date.	0.60	\$190.00	\$114.00
2025-07-15	PGE	Email from Colliers following up on Hyde Park LOI;	0.10	\$450.00	\$45.00
2025-07-17	PAM	Review invoices received for payment and submit for processing by others.	0.30	\$290.00	\$87.00
2025-07-21	PGE	Email exchange with Kelly Avison regarding property; forwarding email to MMA for discussion with TD;	0.20	\$450.00	\$90.00
2025-07-25	PGE	Receipt and review of fresh offer from Elm Developments; telephone discussion with Steve Keyzer at Colliers; email exchange with MMA;	0.30	\$450.00	\$135.00
2025-07-28	PAM	Review monthly carrying costs, prepare spreadsheet and forward to banking team.	0.50	\$290.00	\$145.00
2025-07-29	PGE	Email exchange with MMA forwarding email from Katie Furfaro requesting update on value from Colliers; telephone discussion and email exchange with Steve Keyzer from Colliers;	0.50	\$450.00	\$225.00
2025-07-30	PGE	Further emails regarding ELM offer; receipt and review of ELM offers;	0.30	\$450.00	\$135.00
2025-07-31	PGE	Email exchange with TD regarding Elm Offer; email to Tim Hogan enclosing Elm offer for review and comment; telephone discussion with Chris Hamber at HP;	0.30	\$450.00	\$135.00
2025-08-01	PGE	Email from Counsel confirming that the Receiver can proceed with Offer without the involvement of the Receiver of the adjoining property; (email including excerpt from Receiver's First Report; email exchange with Counsel regarding Commission Agreement presented for signature by Colliers; transmittal of APS and commission agreement to MMA for signature;	0.75	\$450.00	\$337.50
2025-08-02	PGE	Email from Colliers confirming price increase from Hyde Dev;	0.25	\$450.00	\$112.50

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1175484 Ontario Inc.

**INVOICE**

2025-08-05	PGE	telephone discussion with Steve Keyzer at Colliers regarding Hyde Offer; email exchange with MMA in this regard; email from TD confirming acceptability of Hyde firm offer; telephone discussion with Steve Keyzer regarding potential for price increase on Elm offer;	0.75	\$450.00	\$337.50
2025-08-05	PAM	Receive and review email from Lockit Security with property update.	0.10	\$290.00	\$29.00
2025-08-06	PGE	Email from Colliers with LOI from Hyde; email to MMA forwarding signed LOI and confirming conversation with Colliers that Elm would not go unconditional as his DD period was strictly for purpose of making a deal on the adjoining property;	0.30	\$450.00	\$135.00
2025-08-08	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-08-08	PGE	Email from Steve Keyzer at Colliers with Hyde LOI attached; telephone discussion with Steve Keyzer;	0.30	\$450.00	\$135.00
2025-08-13	PGE	Receipt and review of Hyde Offer on Receiver's Form; review of Offer against LOI submitted;	0.50	\$450.00	\$225.00
2025-08-14	MSR	Mails received and reviewed.	0.10	\$110.00	\$11.00
2025-08-15	PGE	Receipt and review of Hyde Offer as against LOI; Transmittal of Hyde Offer to Counsel for review and comment; telephone discussion with Katie Furfaro at TD enclosing Hyde Offer and outlining the comparisons between it and the Elm Offer; receipt of Hyde offer approval from Counsel;	0.75	\$450.00	\$337.50
2025-08-16	PGE	Email from Colliers with word version of Hyde Offer attached and transmittal of same to Counsel;	0.20	\$450.00	\$90.00
2025-08-18	PGE	Email from Receiver's Counsel with amended redline and clean draft versions of Hyde Offer; conversion of both word versions to PDFs and transmittal to Steve Keyser at Colliers for presentation to Gary Freedman of Hyde;	0.30	\$450.00	\$135.00
2025-08-18	PAM	Receive and review email from Lockit Security with site update.	0.10	\$290.00	\$29.00
2025-08-19	GGO	Review and approve payables.	0.30	\$375.00	\$112.50
2025-08-19	PGE	Receipt of signed Hyde APS from Colliers and transmittal to MMA for execution; email from Counsel regarding commission agreement;	0.30	\$450.00	\$135.00
2025-08-19	PAM	Review cheque requisitions prepared by M.Manocher.	0.20	\$290.00	\$58.00

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1175484 Ontario Inc.

**INVOICE**

2025-08-20	MSR	<i>Prepared, reviewed cheque requests to utilities and other vendors, Reconciling the previous payment made and confirmation with banking department.</i>	3.00	\$110.00	\$330.00
2025-08-20	PGE	<i>Receipt of fully executed Hyde APS and transmittal to Colliers; email from Colliers requesting additional signature on APS; transmittal to MMA for signature and return to Colliers; Email to Counsel with proposed final commission agreement attached for review; receipt of further revised Commission Agreement from Colliers; email to Counsel with questions about revised Commission Agreement; telephone discussion with Doug Wheler; email from CG regarding Doug Wheler; receipt and review of further revised Commission Agreement and transmittal to MMA for signature;</i>	1.50	\$450.00	\$675.00
2025-08-21	PGE	<i>Receipt of signed Commission Agreement and transmittal to Colliers for signature; review of Authorization and Direction and transmittal to Receiver's Counsel; email exchange with Receiver's Counsel in this regard; telephone discussion with Doug Wheler and email to Receiver's Counsel requesting Confidentiality Undertaking; email exchange with Colliers;</i>	1.20	\$450.00	\$540.00
2025-08-21	PAM	<i>Receipt and review accepted offer.</i>	0.10	\$290.00	\$29.00
2025-08-22	PGE	<i>Email from Colliers regarding Doug Wheler; forwarding email to Receiver's Counsel; email from Receiver's Counsel to Doug Wheler;</i>	0.20	\$450.00	\$90.00
2025-08-23	PGE	<i>Email from party interested in renting rear parking area and responding thereto declining offer; telephone call with said party;</i>	0.25	\$450.00	\$112.50
2025-08-25	PGE	<i>Email from Purchaser confirming wire transfer; email from Doug Wheler to Receiver's Counsel; email to Banking Group regarding deposit wired; email to Tim Hogan regarding requests made by Doug Wheler; brief telephone discussion with Tim Hogan;</i>	0.25	\$450.00	\$112.50
2025-08-26	PGE	<i>Email exchange between Receiver's Counsel and Counsel for Purchaser; internal email confirming receipt of deposit; email exchange with Receiver's Counsel commenting on wish list submitted by Counsel for Purchaser; email exchange with Receiver's Counsel requesting confirmation of acceptance of Vendor counter offer; email exchange with Receiver's Counsel regarding Doug Wheler's request for offers and the decision to wait until our motion record is issued;</i>	0.50	\$450.00	\$225.00

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September 29, 2025

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Invoice #: 1244

1175484 Ontario Inc.

## INVOICE

2025-08-27	PGE	Email from Receiver's Counsel to Counsel for Purchaser with revised offer attached; further email from Receiver's Counsel confirming details of discussion with Counsel for Purchaser;	0.25	\$450.00	\$112.50
2025-08-28	PGE	Further email from party interested in renting email from Counsel for Purchaser with proposed revisions to APS; email from Counsel regarding revisions proposed by Purchaser; telephone discussion with Counsel in this regard; email exchange between Receiver's Counsel and Counsel for Purchaser; email exchange between Receiver's Counsel and Counsel for Purchaser confirming final revisions; receipt and review of waiver from Counsel for Hyde; arranging final signature by MMA; email to TD confirming binding offer on church property; internal email confirming receipt of wire transfer; review of revised APS from Purchasers Counsel and confirming agreement with comments from Receiver's Counsel; email transmitting executed final form APS to Counsel for Purchaser;	1.75	\$450.00	\$787.50
2025-08-31	PGE	Email to Colliers requesting detailed sales summary and bids received;	0.10	\$450.00	\$45.00
Professional Services Total:			325.08		\$121,696.70
Reimbursable Expenses					
2024-02-07	NTA				\$20.51
2025-01-17	NTA				\$35.10
2025-07-16	NTA				\$6.73
Reimbursable Expenses Total:			3.00		\$62.34

**This is Exhibit “3” of the Affidavit of**

**PHILIP GENNIS**

**Sworn before me on this 6<sup>th</sup> day of October 2025**



**A Commissioner, Etc**

Barbara Eileen Sturge,

a Commissioner, etc. for mst Spergel inc.  
and Spergel & Associates Inc.

Expires September 21, 2028



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September 29, 2025

**DRAFT**

**Invoice #: 1248**

111 King Street East Inc.

## INVOICE

**RE: 111 King Street East Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** in the period December 1, 2023 to August 31, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Paula Amaral	0.60	\$290.00	\$174.00
Eileen Sturge	1.30	\$250.00	\$325.00
Azeem Shah	0.23	\$190.00	\$43.70
Dharam Tiwana	1.50	\$190.00	\$285.00
Total Professional Services	3.63	\$228.02	\$827.70
HST			\$107.60
<b>Total</b>			<b>\$935.30</b>

HST Registration #R103478103  
(AAKING-R)



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September 29, 2025

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Invoice #: 1248

111 King Street East Inc.

## INVOICE

### INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
<b>Professional Services</b>					
2023-12-15	ASA	Filed a HST return for the period	0.20	\$190.00	\$38.00
2023-12-28	EST	Prepare documentation as requested	1.00	\$250.00	\$250.00
2024-01-02	PAM	Review Quickbooks files provided by company and retrieve report of customer payments received in July. Cross reference payments received in Quickbooks with payments received in bank.	0.60	\$290.00	\$174.00
2024-01-31	ASA	Prepared HST Return for the period	0.03	\$190.00	\$5.70
2024-06-21	DTI	Prepare and file HST returns for 3 periods up to May 31, 2024.	0.50	\$190.00	\$95.00
2024-07-18	DTI	Prepare S246(2) report.	0.30	\$190.00	\$57.00
2024-10-16	DTI	Prepare and file HST return for period ending Sep 30.	0.20	\$190.00	\$38.00
2024-11-20	DTI	Prepare and file HST return for period ending October 2024.	0.30	\$190.00	\$57.00
2025-01-08	EST	Prepare 246(2) report; fax to OSB	0.30	\$250.00	\$75.00
2025-03-24	DTI	Prepare and file HST returns to become current.	0.20	\$190.00	\$38.00
<b>Professional Services Total:</b>			<b>3.63</b>		<b>\$827.70</b>

**This is Exhibit “4” of the Affidavit of  
PHILIP GENNIS  
Sworn before me on this 6<sup>th</sup> day of October 2025**



**A Commissioner, Etc**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spengel inc.  
and Spengel & Associates Inc.  
Expires September 21, 2028



**SPERGEL**

**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**

September 29, 2025

**DRAFT**

**Invoice #: 1245**

504 Jarvis Inc.

## INVOICE

**RE: 504 Jarvis Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** in the period December 1, 2023 to August 31, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	0.20	\$450.00	\$90.00
Eileen Sturge	0.30	\$250.00	\$75.00
Dharam Tiwana	0.30	\$190.00	\$57.00
Total Professional Services	0.80	\$277.50	\$222.00
HST			\$28.86
<b>Total</b>			<b>\$250.86</b>

HST Registration #R103478103  
(AAJARV-R)



SPERGEL

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](http://www.spergel.ca)

September 29, 2025

DRAFT

Invoice #: 1245

504 Jarvis Inc.

## INVOICE

### INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
<b>Professional Services</b>					
2024-02-08	MMA	Email exchanges with K. Furfaro regarding outstanding CEBA.	0.20	\$450.00	\$90.00
2024-07-19	DTI		0.30	\$190.00	\$57.00
2025-01-08	EST	Prepare 246(2) report; fax to OSB	0.30	\$250.00	\$75.00
<b>Professional Services Total:</b>			<b>0.80</b>		<b>\$222.00</b>

**This is Exhibit “5” of the Affidavit of  
PHILIP GENNIS  
Sworn before me on this 6<sup>th</sup> day of October 2025**



**A Commissioner, Etc**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spengel inc.  
and Spengel & Associates Inc.  
Expires September 21, 2028



**SPERGEL**

**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**

September 29, 2025

**DRAFT**

**Invoice #: 1246**

Southline Holdings Inc.

## INVOICE

**RE: Southline Holdings Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** in the period December 1, 2023 to August 31, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	3.90	\$450.00	\$1,755.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	1.40	\$375.00	\$525.00
Eileen Sturge	0.30	\$250.00	\$75.00
Dharam Tiwana	0.30	\$190.00	\$57.00
Others	0.20	\$175.00	\$35.00
Total Professional Services	6.10	\$401.15	\$2,447.00
HST			\$318.11
<b>Total</b>			<b>\$2,765.11</b>

HST Registration #R103478103  
(AASOUH-R)



# SPERGEL

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](http://www.spergel.ca)

September 29, 2025

## DRAFT

Invoice #: 1246

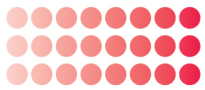
Southline Holdings Inc.

## INVOICE

### INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
<b>Professional Services</b>					
2024-03-05	MMA	Received email from T. Hogan advising of a case conference to schedule a Rule 49.09 motion. Review of communications sent by counsel.	0.60	\$450.00	\$270.00
2024-03-15	MMA	Email exchange regarding HST number for Southline. Review proposed breakdown of the final lease termination. Review of the settlement agreement. Discussion with T. Hogan regarding same.	1.40	\$450.00	\$630.00
2024-04-03	MMA	Received and reviewed draft settlement minutes.	0.20	\$450.00	\$90.00
2024-04-09	MMA	Received and reviewed minutes of settlement	0.50	\$450.00	\$225.00
2024-05-15	MMA	Email exchanged with L. Sarabia and T. Hogan regarding the file settlement.	0.20	\$450.00	\$90.00
2024-05-21	MMA	Email exchanged with L. Sarabia and T. Hogan regarding the file settlement.	0.10	\$450.00	\$45.00
2024-05-22	MMA	Email exchange with respect to the settlement.	0.30	\$450.00	\$135.00
2024-05-23	MMA	Email exchange with T. Hogan and L. Sarabia regarding the settlement and fund transfer.	0.40	\$450.00	\$180.00
2024-05-24	MMA	Email exchange with A. Newman and M. Howe regarding the fund transfer for the settlement.	0.20	\$450.00	\$90.00
2024-07-11	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-07-19	DTI	Draft S246(2) report for trustee's review.	0.30	\$190.00	\$57.00
2024-08-01	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-03	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-09-18	HSI	banking	0.20	\$175.00	\$35.00
2024-09-30	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2024-12-05	GGO	Receive and review bank reconciliation.	0.10	\$375.00	\$37.50
2025-01-08	EST	Prepare 246(2) report; fax to OSB	0.30	\$250.00	\$75.00
2025-01-08	GGO	Receive and review bank reconciliation	0.10	\$375.00	\$37.50

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**

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**www.spergel.ca**

September 29, 2025

**DRAFT**

**Invoice #: 1246**

Southline Holdings Inc.

## INVOICE

2025-02-10	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-03-07	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-04-07	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-05-14	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-06-09	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-07-11	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
2025-08-08	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$375.00	\$37.50
<b>Professional Services Total:</b>			<b>6.10</b>		<b>\$2,447.00</b>

## APPENDIX 16

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC.,  
504 JARVIS INC. AND SOUTHLINE HOLDINGS INC.

Respondents

**AFFIDAVIT OF THOMAS MASTERSON  
(Sworn October 6, 2025)**

I, **THOMAS MASTERSON**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

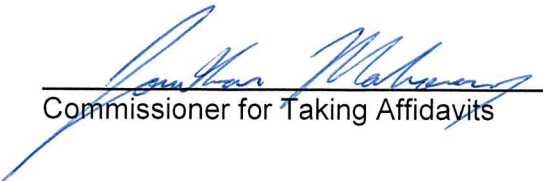
1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa <sup>LLP</sup>, who acts as counsel for msi Spergel Inc., in its capacity as Court-Appointed Receiver of the Respondents, 1871 Berkeley Events Inc., 1175484 Ontario Inc., 111 King Street East Inc., 504 Jarvis Inc. and Southline Holdings Inc., in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of January 2, 2024 to January 13, 2024.
3. Attached hereto and marked as **Exhibit "B"** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of January 2, 2024 to January 13, 2024 and an account statement detailing the services provided dated January 18, 2024.

4. Attached hereto and marked as **Exhibit “C”** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of January 12, 2024 to April 8, 2024.
5. Attached hereto and marked as **Exhibit “D”** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of January 12, 2024 to April 8, 2024 and an account statement detailing the services provided dated April 10, 2024.
6. Attached hereto and marked as **Exhibit “E”** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of April 10, 2024 to May 9, 2024.
7. Attached hereto and marked as **Exhibit “F”** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of April 10, 2024 to May 9, 2024 and an account statement detailing the services provided dated May 13, 2024.
8. Attached hereto and marked as **Exhibit “G”** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of May 13, 2024 to June 12, 2024.
9. Attached hereto and marked as **Exhibit “H”** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of May 13, 2024 to June 12, 2024 and an account statement detailing the services provided dated June 18, 2024.
10. Attached hereto and marked as **Exhibit “I”** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of June 14, 2024 to November 5, 2024.
11. Attached hereto and marked as **Exhibit “J”** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of June 14, 2024 to November 5, 2024 and an account statement detailing the services provided dated November 12, 2024.

12. Attached hereto and marked as **Exhibit “K”** is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of November 12, 2024 to October 5, 2025.
13. Attached hereto and marked as **Exhibit “L”** are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of November 12, 2024 to October 5, 2025 and an account statement detailing the services provided dated October 6, 2025.
14. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa <sup>LLP</sup> for services rendered in relation to similar proceedings.
15. The fees and disbursements of Harrison Pensa <sup>LLP</sup> in this matter to October 5, 2025 are as follows:
1. Total Billed Fees and Disbursements from January 2, 2024 to January 13, 2024 - \$19,980.71;
  2. Total Billed Fees and Disbursements from January 12, 2024 to April 8, 2024 - \$45,584.08;
  3. Total Billed Fees and Disbursements from April 10, 2024 to May 9, 2024 - \$6,356.25;
  4. Total Billed Fees and Disbursements from May 13, 2024 to June 12, 2024 - \$8,842.25;
  5. Total Billed Fees and Disbursements from June 14, 2024 to November 5, 2024 - \$7,706.60;
  6. Total Billed Fees and Disbursements from November 12, 2024 to October 5, 2025 - \$28,972.92;
- Total - \$117,442.81.**
16. The weighted average hourly rate charged by professionals at Harrison Pensa <sup>LLP</sup> is \$490.68.
17. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

**Sworn before me:** ☒ in person OR ☐ by video conference

by Thomas Masterson at the City of London in the County of Middlesex, before me on October 6, 2025, in accordance with O. Reg. 431/20 Remotely.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
THOMAS MASTERSON

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST INC.,  
504 JARVIS INC. AND SOUTHLINE HOLDINGS INC.

Respondents

EXHIBITS

TABS "A" TO "L" ARE THE  
EXHIBITS TO THE AFFIDAVIT OF  
THOMAS MASTERSON  
SWORN THIS 6<sup>TH</sup> DAY OF OCTOBER, 2025


  
A Commissioner for taking Affidavits

EXHIBIT A

(From January 2, 2024 to January 13, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	11.10	\$550.00	\$6,105.00
	Christian J. Hamber	1995	12.60	\$550.00	\$6,930.00
	Robert Danter	2016	8.60	\$340.00	\$2,924.00
<b>Associates</b>	Thomas Masterson	2019	0.50	\$250.00	\$125.00
	Thomas Masterson	2019	0.80	\$225.00	\$180.00
<b>Clerks</b>	Isabelle Stacey		3.60	\$145.00	\$522.00
	Emma Benaway		3.60	\$145.00	\$522.00
	Olivia Rajsp		0.30	\$200.00	\$60.00
<b>TOTAL FEES</b>					<b>\$17,368.00</b>
<b>HST ON FEES</b>					<b>\$2,257.84</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$278.65</b>
<b>TOTAL NON – TAXABLE DISBURSEMENTS</b>					<b>\$40.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$36.22</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$19,980.71</b>

## EXHIBIT B

# Harrison Pensa

## LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spegel inc.

January 18, 2024  
Invoice #: 2227803  
Account #: 2227803-197846

File #: 197846/Timothy C. Hogan  
RE: 1871 BERKELEY EVENTS INC.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
2-Jan-24	To review emails to and from MNP counsel and receiver re form of APS;	.50	\$275.00	CJH
2-Jan-24	To review draft report to Court and recommend changes to real estate aspects;	.60	\$330.00	CJH
2-Jan-24	To review laneway issues and revise draft report to Court re laneway covenants and easements;	.60	\$330.00	CJH
2-Jan-24	To call from receiver re proposed changes to Court report;	.30	\$165.00	CJH
2-Jan-24	To call from Receiver re report to court and proposed changes;	.30	\$165.00	CJH
2-Jan-24	To review emails to and from MNP counsel re court report;	.30	\$165.00	CJH
2-Jan-24	To calls and emails from and to Receiver re form of APS;	.30	\$165.00	CJH
2-Jan-24	To follow with MNP counsel re status of APS review;	.30	\$165.00	CJH
2-Jan-24	Draft notice and order	3.50	\$1,190.00	RDA
2-Jan-24	Revise notice/order	.80	\$272.00	RDA
3-Jan-24	Revise notice/order	.80	\$272.00	RDA
3-Jan-24	To obtain PPSA reports;	.30	\$60.00	ORA
3-Jan-24	To revise draft Order	.20	\$50.00	THM
3-Jan-24	To draft Fee Affidavit	.80	\$180.00	THM
3-Jan-24	To finalize Fee Affidavit	.20	\$50.00	THM
3-Jan-24	To send email correspondence to client	.10	\$25.00	THM

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
3-Jan-24	To update Notice of Motion;	1.00	\$145.00	EMB
3-Jan-24	To update service list;	.10	\$14.50	IST
3-Jan-24	To review court report and parties to be served;	.40	\$220.00	CJH
3-Jan-24	To review motion materials re sale process;	.30	\$165.00	CJH
3-Jan-24	To review MNP's first report to court;	.30	\$165.00	CJH
3-Jan-24	Review/revise report, Notice of Motion, Order, fee affidavit, e-mails with client, review fresh PPSA and PIN searches, call to TD counsel, e-mail to MNP counsel	3.80	\$2,090.00	TCH
3-Jan-24	Calls e-mails with client	.40	\$220.00	TCH
3-Jan-24	Review MNP report	.20	\$110.00	TCH
3-Jan-24	Call with client	.20	\$110.00	TCH
4-Jan-24	E-mail with client	.20	\$110.00	TCH
4-Jan-24	E-mail to MNP counsel	.20	\$110.00	TCH
4-Jan-24	To review and revise draft APS for first report of Receiver;	.50	\$275.00	CJH
4-Jan-24	E-mail with TD counsel/call with client	.40	\$220.00	TCH
4-Jan-24	Calls/e-mails with client, finalize record for service, review/revise draft APS	1.50	\$825.00	TCH
4-Jan-24	E-mails with counsel to MNP	.40	\$220.00	TCH
4-Jan-24	E-mail/call with client	.40	\$220.00	TCH
4-Jan-24	To review emails to and from MNP counsel re report and form of APS;	.40	\$220.00	CJH
4-Jan-24	To emails from and to MNP counsel and Receiver re updated APS;	.40	\$220.00	CJH
4-Jan-24	To file;	.20	\$29.00	IST
4-Jan-24	To tab and hyperlink;	.30	\$43.50	IST
4-Jan-24	To compile motion record;	1.00	\$145.00	IST
4-Jan-24	To update motion record;	.40	\$58.00	IST
4-Jan-24	To send motion record;	.10	\$14.50	IST
4-Jan-24	To draft Affidavit of Service;	.30	\$43.50	EMB
4-Jan-24	To update file;	.20	\$29.00	EMB
4-Jan-24	Revise/finalize notice and order	.50	\$170.00	RDA
5-Jan-24	To file;	.20	\$29.00	IST
5-Jan-24	To review amended MNP APS and compare to HP form;	1.00	\$550.00	CJH
5-Jan-24	To email to Receiver re comments on MNP amended APS;	.30	\$165.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
5-Jan-24	To email to MNP counsel re changes to APS;	.40	\$220.00	CJH
5-Jan-24	Call with client	.20	\$110.00	TCH
5-Jan-24	E-mails with counsel and client	.40	\$220.00	TCH
5-Jan-24	Review MNP record	.40	\$220.00	TCH
8-Jan-24	E-mails with client	.20	\$110.00	TCH
8-Jan-24	To review emails to and from Receiver re revised versions of APS;	.40	\$220.00	CJH
8-Jan-24	To review and revise APS to conform with MNP version;	1.50	\$825.00	CJH
9-Jan-24	To review and revise density participation provisions;	.80	\$440.00	CJH
9-Jan-24	To email to Receiver re updated draft APS;	.40	\$220.00	CJH
9-Jan-24	To emails from and to Receiver re APS review;	.30	\$165.00	CJH
9-Jan-24	Draft/revise factum	3.00	\$1,020.00	RDA
10-Jan-24	To finalize factum;	.60	\$87.00	IST
10-Jan-24	To draft BOA;	.30	\$43.50	IST
10-Jan-24	To serve & file;	.40	\$58.00	IST
10-Jan-24	To call from Receiver re changes to APS;	.30	\$165.00	CJH
10-Jan-24	To review draft factum and changes required;	.40	\$220.00	CJH
10-Jan-24	To emails from Receiver re form of APS and supplementary report;	.40	\$220.00	CJH
10-Jan-24	Review/revise factum	1.00	\$550.00	TCH
10-Jan-24	E-mails with client	.20	\$110.00	TCH
11-Jan-24	Review supplemental report, e-mail to client	.40	\$220.00	TCH
11-Jan-24	To review and revise APS;	.50	\$275.00	CJH
11-Jan-24	To emails from and to Receiver re final changes and supplementary report;	.40	\$220.00	CJH
11-Jan-24	To file Report on portal;	.10	\$14.50	EMB
11-Jan-24	To update draft order;	.10	\$14.50	EMB
11-Jan-24	To update file;	.10	\$14.50	EMB
11-Jan-24	To update agreement;	.20	\$29.00	EMB
11-Jan-24	To update and serve supplement report;	.40	\$58.00	EMB
11-Jan-24	To draft affidavit of service;	.10	\$14.50	EMB
12-Jan-24	To update file;	.30	\$43.50	EMB
12-Jan-24	To send zoom particulars;	.10	\$14.50	EMB
12-Jan-24	To hyperlink factum;	.30	\$43.50	EMB

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Jan-24	To upload Caselines;	.40	\$58.00	EMB
12-Jan-24	Call/e-mail with client	.40	\$220.00	TCH
13-Jan-24	Review MNP factum	.20	\$110.00	TCH

Total Fees:	\$	17,368.00
Plus GST:		0.00
Plus HST:		<u>2,257.84</u>

<b>Total Fees (INCL TAX)</b>		<b><u>\$ 19,625.84</u></b>
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**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	12.60	\$550.00	\$6,930.00
Timothy C. Hogan	11.10	\$550.00	\$6,105.00
Thomas Masterson	.50	\$250.00	\$125.00
Thomas Masterson	.80	\$225.00	\$180.00
Danter Rob	8.60	\$340.00	\$2,924.00
Olivia Rajsp	.30	\$200.00	\$60.00
Emma Benaway	3.60	\$145.00	\$522.00
Isabelle Stacey	3.60	\$145.00	\$522.00

**NON-TAXABLE DISBURSEMENTS**

Government Filing Fees	\$40.00
Total Non-Taxable Disbursements:	<u>40.00</u>

**TAXABLE DISBURSEMENTS**

PPSA	152.75
Teranet Search	75.90
Subsearch Fee	50.00


Total Taxable Disbursements:	\$	278.65
Plus GST:		0.00
Plus HST:		<u>36.22</u>

<b>Total Disbursements (INCL TAX)</b>		<b><u>\$ 354.87</u></b>
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<b>TOTAL DUE &amp; OWING</b>		<b><u>\$ 19,980.71</u></b>
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**THIS IS OUR ACCOUNT HEREIN**

***HARRISON PENZA LLP***

Per:   
\_\_\_\_\_  
Timothy C. Hogan

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.  
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

---

**TERMS: DUE UPON RECEIPT  
Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:  
HARRISON PENZA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

## EXHIBIT C

(From January 12, 2024 to April 8, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	22.10	\$550.00	\$12,155.00
	Christian J. Hamber	1995	49.10	\$550.00	\$27,005.00
	Robert Danter	2016	0.30	\$340.00	\$102.00
<b>Clerks</b>	Isabelle Stacey		0.70	\$145.00	\$101.50
	Emma Benaway		2.50	\$145.00	\$362.50
	Olivia Rajsp		0.20	\$205.00	\$41.00
<b>TOTAL FEES</b>					<b>\$39,767.00</b>
<b>HST ON FEES</b>					<b>\$5,169.71</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$272.89</b>
<b>TOTAL NON – TAXABLE DISBURSEMENTS</b>					<b>\$339.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$35.48</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$45,584.08</b>

## EXHIBIT D

# Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel inc.

April 10, 2024  
Invoice #: 2230612  
Account #: 2230612-197846

File #: 197846/Timothy C. Hogan  
RE: 1871 BERKELEY EVENTS INC.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Jan-24	Revise order	.30	\$102.00	RDA
15-Jan-24	E-mails with counsel/client	.40	\$220.00	TCH
15-Jan-24	To send email;	.10	\$14.50	EMB
15-Jan-24	To upload to Caselines;	.20	\$29.00	EMB
15-Jan-24	To send email;	.10	\$14.50	EMB
15-Jan-24	To send email to service list;	.10	\$14.50	EMB
15-Jan-24	To draft counsel slip;	.20	\$29.00	EMB
15-Jan-24	To update file;	.10	\$14.50	EMB
15-Jan-24	To update file;	.10	\$14.50	EMB
16-Jan-24	To send email;	.10	\$14.50	EMB
16-Jan-24	To update file;	.10	\$14.50	EMB
16-Jan-24	To update file;	.10	\$14.50	EMB
16-Jan-24	To update Caselines;	.40	\$58.00	EMB
16-Jan-24	E-mail to counsel and client	.20	\$110.00	TCH
16-Jan-24	Prepare for sales approval motion, calls with counsel and client, e-mails to Court	1.80	\$990.00	TCH
16-Jan-24	Attend to motion	1.00	\$550.00	TCH
16-Jan-24	E-mail with Court, call with client	.40	\$220.00	TCH
17-Jan-24	Call with client	.20	\$110.00	TCH
17-Jan-24	To email service list;	.10	\$14.50	EMB

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Jan-24	To update fie;	.10	\$14.50	IST
17-Jan-24	To send courier;	.20	\$29.00	EMB
17-Jan-24	To file Order;	.10	\$14.50	EMB
17-Jan-24	To courier appendices;	.30	\$43.50	EMB
17-Jan-24	To email from Receiver re listing agreement;	.30	\$165.00	CJH
18-Jan-24	To emails from and to Receiver re comments on listing agreement;	.30	\$165.00	CJH
18-Jan-24	To review listing agreement and provide comments;	.60	\$330.00	CJH
18-Jan-24	To review emails from and to MNP counsel re coordination of comments on listing agreement;	.40	\$220.00	CJH
18-Jan-24	E-mail with counsel, review listing	.40	\$220.00	TCH
19-Jan-24	Review/revise listing agreement, e-mails with client and counsel and client	1.00	\$550.00	TCH
19-Jan-24	To review and revise listing agreement;	.50	\$275.00	CJH
19-Jan-24	To emails to and from Receiver re listing agreement and proposed changes;	.40	\$220.00	CJH
19-Jan-24	To email service list;	.10	\$14.50	EMB
19-Jan-24	To update file;	.10	\$14.50	EMB
19-Jan-24	To emails from Receiver re changes to listing agreement;	.30	\$165.00	CJH
19-Jan-24	To email from Colliers re draft listing agreement;	.30	\$165.00	CJH
19-Jan-24	To call from Receiver re comments on listing agreement;	.30	\$165.00	CJH
19-Jan-24	To further review and revise listing agreement;	.40	\$220.00	CJH
19-Jan-24	To email to Receiver re further revised listing agreement;	.30	\$165.00	CJH
19-Jan-24	To further review and revise listing agreement;	.30	\$165.00	CJH
19-Jan-24	To call from Receiver re changes to agreement;	.30	\$165.00	CJH
20-Jan-24	E-mails with client	.20	\$110.00	TCH
22-Jan-24	Calls/e-mails with client, MNP and MNP counsel	.40	\$220.00	TCH
22-Jan-24	To review latest version of amended listing agreement;	.40	\$220.00	CJH
22-Jan-24	To conference call with Receiver, MNP and MNP counsel re listing agreement;	.80	\$440.00	CJH
22-Jan-24	To email from Receiver re sample form of prior Colliers listing agreement;	.40	\$220.00	CJH
22-Jan-24	To review prior Colliers listing agreement;	.50	\$275.00	CJH
22-Jan-24	To conference call with Receiver, MNP and Colliers re listing agreement and other sale issues;	.80	\$440.00	CJH
22-Jan-24	To prepare schedules to MLS agreement;	.50	\$275.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
23-Jan-24	To emails from and to Receiver re listing agreement from Colliers;	.40	\$220.00	CJH
23-Jan-24	To review and revise Colliers agreement;	.40	\$220.00	CJH
23-Jan-24	To prepare schedule to Colliers agreement;	.80	\$440.00	CJH
23-Jan-24	To emails to and from Receiver re amended Colliers agreement and schedule;	.30	\$165.00	CJH
23-Jan-24	To call from Receiver re schedule;	.30	\$165.00	CJH
23-Jan-24	To further review and revise listing agreement and schedule;	.40	\$220.00	CJH
23-Jan-24	To emails to and from MNP counsel re amended listing agreement and schedule;	.60	\$330.00	CJH
23-Jan-24	Call with client	.20	\$110.00	TCH
23-Jan-24	Review listing agreements and e-mails with client	.40	\$220.00	TCH
23-Jan-24	E-mails with client and amend listing agreement	.50	\$275.00	TCH
24-Jan-24	Review amended listing documents and e-mails with client	.40	\$220.00	TCH
24-Jan-24	To follow with MNP counsel re listing agreement and comments;	.40	\$220.00	CJH
24-Jan-24	To email from MNP counsel and to Receiver re MNP amendments to Colliers listing agreement;	.40	\$220.00	CJH
24-Jan-24	To review and revise Colliers listing agreement;	.40	\$220.00	CJH
24-Jan-24	To emails to and from Receiver re listing agreement and commission structure;	.30	\$165.00	CJH
24-Jan-24	To email to MNP counsel and Receiver re updated listing agreement;	.30	\$165.00	CJH
24-Jan-24	To emails from and to Receiver re commission;	.30	\$165.00	CJH
24-Jan-24	To email to and from MNP counsel re delivery of listing agreement changes;	.40	\$220.00	CJH
24-Jan-24	To emails to and from Colliers re listing agreement changes;	.40	\$220.00	CJH
26-Jan-24	To emails to and from MNP counsel re status of listing agreement;	.30	\$165.00	CJH
26-Jan-24	To emails from and to Colliers, Receiver and MNP counsel re Colliers comments;	.40	\$220.00	CJH
26-Jan-24	To call with Receiver and MNP counsel re changes to listing agreement;	.30	\$165.00	CJH
26-Jan-24	To emails from and to MNP counsel re joint response to Colliers;	.40	\$220.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
29-Jan-24	To emails from and to MNP counsel re response to Colliers;	.30	\$165.00	CJH
29-Jan-24	To email from Colliers re listing agreement changes;	.30	\$165.00	CJH
29-Jan-24	To emails from Colliers and Receiver re data room and listing agreement;	.40	\$220.00	CJH
29-Jan-24	To email from Colliers re listing and notes to listing agreement;	.40	\$220.00	CJH
30-Jan-24	To emails from and to Colliers and Receiver re revised listing documents;	.50	\$275.00	CJH
30-Jan-24	To review and revise schedules to APS;	1.00	\$550.00	CJH
30-Jan-24	To emails from and to Colliers re listing changes and status of property taxes;	.40	\$220.00	CJH
30-Jan-24	To call from Receiver re property taxes and certificate;	.30	\$165.00	CJH
30-Jan-24	To review and revise schedules to APS;	.50	\$275.00	CJH
30-Jan-24	To email to all parties re amended APS and status of schedules;	.40	\$220.00	CJH
30-Jan-24	To email from Receiver re taxes;	.20	\$110.00	CJH
30-Jan-24	E-mails with agent and client re listing	.40	\$220.00	TCH
31-Jan-24	To email to Colliers re listing and MLS documents;	.40	\$220.00	CJH
31-Jan-24	To emails from and to MNP counsel and Colliers re changes to listing data sheets;	.40	\$220.00	CJH
31-Jan-24	To email to Colliers re property tax and utility certificates;	.40	\$220.00	CJH
31-Jan-24	To review comments from MNP municipal counsel re listing changes;	.40	\$220.00	CJH
1-Feb-24	To review emails from and to MNP counsel and Colliers re listing notes and changes;	.50	\$275.00	CJH
1-Feb-24	To conference call with Colliers and MNP counsel re listing and marketing issues;	1.00	\$550.00	CJH
1-Feb-24	E-mails with client re listing	.20	\$110.00	TCH
1-Feb-24	E-mails with client and City	.40	\$220.00	TCH
2-Feb-24	To emails from and to MNP counsel re revised instructions to Colliers;	.40	\$220.00	CJH
2-Feb-24	To email to Receiver re instructions to Colliers;	.40	\$220.00	CJH
5-Feb-24	To email to MNP counsel re instructions to Colliers;	.30	\$165.00	CJH
5-Feb-24	To review email to Colliers;	.30	\$165.00	CJH
5-Feb-24	E-mails with counsel and client	.40	\$220.00	TCH
7-Feb-24	To emails from and to Colliers re change to NDA;	.40	\$220.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
11-Feb-24	E-mail with counsel and client	.20	\$110.00	TCH
12-Feb-24	To email from Colliers re draft CIM and data room;	.40	\$220.00	CJH
12-Feb-24	To emails to and from Colliers re data room;	.30	\$165.00	CJH
12-Feb-24	To review data room;	.40	\$220.00	CJH
15-Feb-24	To email from Colliers re data room;	.40	\$220.00	CJH
15-Feb-24	To review data room;	.50	\$275.00	CJH
15-Feb-24	To emails to and from Receiver re data room and final form of APS;	.40	\$220.00	CJH
15-Feb-24	To update final form of APS and forward to Colliers;	.40	\$220.00	CJH
15-Feb-24	To review MT comments on CIM;	.40	\$220.00	CJH
15-Feb-24	Review CIM, e-mail with client	.50	\$275.00	TCH
16-Feb-24	Review amended CIM, e-mail to client	.40	\$220.00	TCH
16-Feb-24	E-mails with counsel to MNP and client	.40	\$220.00	TCH
16-Feb-24	E-mail with client and to counsel	.40	\$220.00	TCH
16-Feb-24	To review emails from and to Receiver and MNP counsel re changes to CIM;	.40	\$220.00	CJH
16-Feb-24	To further emails from and to Receiver, MNP counsel and Colliers re changes to CIM;	.40	\$220.00	CJH
16-Feb-24	To email from Colliers re amended CIM and timing for bids;	.40	\$220.00	CJH
21-Feb-24	To review emails from and to Colliers re amended CIM;	.30	\$165.00	CJH
21-Feb-24	Review revised CIM, e-mail to client	.40	\$220.00	TCH
22-Feb-24	E-mail with counsel	.20	\$110.00	TCH
22-Feb-24	To email from Colliers re amended CIM;	.40	\$220.00	CJH
23-Feb-24	To review proposed changes to NDA from Concert;	.50	\$275.00	CJH
23-Feb-24	To emails from and to MNP counsel re response to Concert NDA changes;	.40	\$220.00	CJH
23-Feb-24	To emails from and to MNP counsel re proposed changes to NDA;	.30	\$165.00	CJH
23-Feb-24	To review and revise NDA to align with MNP changes;	.60	\$330.00	CJH
23-Feb-24	To forward revised NDA to MNP counsel and Colliers;	.40	\$220.00	CJH
23-Feb-24	E-mails with MNP counsel and review CIM	.40	\$220.00	TCH
26-Feb-24	Call with counsel to Greywood re Southline/DEM	.40	\$220.00	TCH
26-Feb-24	To emails from and to MNP counsel and Colliers re amended Concert NDA;	.40	\$220.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
26-Feb-24	To emails from and to Colliers re approval of property website, data room and other marketing materials;	.40	\$220.00	CJH
26-Feb-24	To review final CIM, NDA, data room and marketing materials;	1.00	\$550.00	CJH
26-Feb-24	To emails to and from Receiver confirming review of all materials provided by Colliers;	.40	\$220.00	CJH
26-Feb-24	To prepare blackline copy;	.10	\$20.50	ORA
27-Feb-24	To emails from and to Receiver re Colliers materials;	.30	\$165.00	CJH
27-Feb-24	To emails to and from MNP counsel re Colliers materials;	.40	\$220.00	CJH
27-Feb-24	To email to Receiver re status of MNP comments;	.20	\$110.00	CJH
28-Feb-24	To emails from and to MNP counsel re comments on Colliers materials and data room; to review MNP changes to align with Spergel documents;	1.00	\$550.00	CJH
29-Feb-24	Review Greywood matter and Aide Memoire, e-mails to counsel and call with counsel	.80	\$440.00	TCH
29-Feb-24	To email correspondence;	.20	\$29.00	IST
29-Feb-24	To draft email;	.40	\$58.00	IST
1-Mar-24	To emails to and from Colliers and MNP counsel re changes to data room;	.40	\$220.00	CJH
1-Mar-24	To emails from and to Colliers and Receiver re Concert NDA;	.30	\$165.00	CJH
1-Mar-24	To review data room and check for additions and deletions by Colliers;	.80	\$440.00	CJH
1-Mar-24	To emails to and from Colliers and MNP counsel re alignment of data rooms;	.40	\$220.00	CJH
4-Mar-24	To emails from and to Colliers re data room and Concert NDA;	.40	\$220.00	CJH
4-Mar-24	To email to Colliers re sign off on data room contents;	.30	\$165.00	CJH
4-Mar-24	To emails from Colliers re data room;	.30	\$165.00	CJH
5-Mar-24	To calls from and to MNP counsel re proposed changes to data room and Concert NDA;	.50	\$275.00	CJH
5-Mar-24	To emails from MNP counsel re amended APS and additions and deletions to data room;	.50	\$275.00	CJH
5-Mar-24	To emails from and to MNP counsel re extension of bid deadline;	.40	\$220.00	CJH
5-Mar-24	E-mails with counsel and client	.40	\$220.00	TCH
5-Mar-24	To prepare blackline copy;	.10	\$20.50	ORA
6-Mar-24	To emails from and to Colliers and MNP counsel re Kingstett NDA;	.40	\$220.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
6-Mar-24	To emails from and to MNP counsel and Receiver re extension of bid deadline;	.40	\$220.00	CJH
6-Mar-24	To update APS and email to Colliers for upload to data room;	.50	\$275.00	CJH
6-Mar-24	To emails from and to Colliers and MNP counsel re Kingstett NDA;	.30	\$165.00	CJH
6-Mar-24	To emails from and to MNP counsel and Receiver re bid extension and Concert NDA;	.40	\$220.00	CJH
6-Mar-24	To emails from MNP counsel and Colliers re opening of data rooms;	.30	\$165.00	CJH
6-Mar-24	To emails from and to MNP counsel re extension of bid date;	.30	\$165.00	CJH
7-Mar-24	To emails from and to Colliers re further NDA review;	.40	\$220.00	CJH
7-Mar-24	To emails to and from MNP counsel re data rooms and amended NDA;	.40	\$220.00	CJH
7-Mar-24	To emails from and to MNP counsel and Colliers re changes to NDA;	.40	\$220.00	CJH
7-Mar-24	E-mail from Colliers	.20	\$110.00	TCH
8-Mar-24	E-mails with counsel on Southline litigation	.40	\$220.00	TCH
11-Mar-24	To emails from and to Colliers and MNP counsel re NDA revisions;	.30	\$165.00	CJH
15-Mar-24	To email from MNP counsel re Concert NDA;	.30	\$165.00	CJH
15-Mar-24	Calls/e-mails with Graywood counsel re Southline	.60	\$330.00	TCH
19-Mar-24	To emails from and to Colliers and MNP counsel re changes to Concert NDA;	.40	\$220.00	CJH
19-Mar-24	To review and revise Concert NDA;	.40	\$220.00	CJH
20-Mar-24	Call with counsel	.40	\$220.00	TCH
20-Mar-24	Call with client	.20	\$110.00	TCH
21-Mar-24	Prepare for and speak to Graystone and Southline matter	.80	\$440.00	TCH
21-Mar-24	To emails from and to MNP counsel and Colliers re Concert NDA;	.50	\$275.00	CJH
22-Mar-24	E-mail to Bank counsel	.20	\$110.00	TCH
22-Mar-24	Call with counsel	.40	\$220.00	TCH
25-Mar-24	Call with Bank counsel	.50	\$275.00	TCH
25-Mar-24	E-mail with DEM/Southline counsel	.20	\$110.00	TCH
25-Mar-24	Call with client	.20	\$110.00	TCH
26-Mar-24	Call with counsel	.30	\$165.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
26-Mar-24	Call with client	.20	\$110.00	TCH
26-Mar-24	E-mail with Southline counsel	.20	\$110.00	TCH
27-Mar-24	Prepare for and attend to Southline	.40	\$220.00	TCH
28-Mar-24	E-mail to Graywood counsel	.20	\$110.00	TCH
3-Apr-24	Review Southline settlement agreement and call/e-mail with client, e-mail to counsel	1.00	\$550.00	TCH
4-Apr-24	Review Southline settlement documents, e-mails with client, draft Wheeler acknowledgment	1.00	\$550.00	TCH
4-Apr-24	To email from Colliers re Hines amendments to NDA;	.30	\$165.00	CJH
4-Apr-24	To review Hines proposed changes to NDA;	.40	\$220.00	CJH
5-Apr-24	To review latest NDAs and forward email to MNP counsel to coordinate response to Colliers;	.40	\$220.00	CJH
5-Apr-24	To email from MNP counsel re changes to latest NDA;	.30	\$165.00	CJH
5-Apr-24	Call with counsel, call with client	.40	\$220.00	TCH
5-Apr-24	Attend Court	.50	\$275.00	TCH
8-Apr-24	E-mails with counsel and client re Southline	.40	\$220.00	TCH
8-Apr-24	To emails from and to MNP counsel re changes to Hines NDA;	.40	\$220.00	CJH
8-Apr-24	To review and revise Hines NDA;	.40	\$220.00	CJH
8-Apr-24	To email from MNP counsel re Hines NDA;	.30	\$165.00	CJH

Total Fees:	\$	39,767.00
Plus GST:		0.00
Plus HST:		5,169.71
<b>Total Fees (INCL TAX)</b>		<u>5,169.71</u>

**\$ 44,936.71**

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	49.10	\$550.00	\$27,005.00
Timothy C. Hogan	22.10	\$550.00	\$12,155.00
Danter Rob	.30	\$340.00	\$102.00
Olivia Rajsp	.20	\$205.00	\$41.00
Emma Benaway	2.50	\$145.00	\$362.50
Isabelle Stacey	.70	\$145.00	\$101.50

**NON-TAXABLE DISBURSEMENTS**

File Motion Record	\$339.00
Total Non-Taxable Disbursements:	<u>339.00</u>


**TAXABLE DISBURSEMENTS**

MPAC - Assessment Search	14.00	
Teranet Search	37.95	
Courier	45.70	
Tax Certificate Search	76.43	
Utility Report	58.81	
Title Services	40.00	
Total Taxable Disbursements:	\$ 272.89	
Plus GST:	0.00	
Plus HST:	35.48	
<b>Total Disbursements (INCL TAX)</b>		<b>\$ <u>647.37</u></b>

**TOTAL DUE & OWING** **\$ 45,584.08**

**THIS IS OUR ACCOUNT HEREIN**

***HARRISON PENZA LLP***

Per: 

\_\_\_\_\_  
Timothy C. Hogan

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.  
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

-----  
**TERMS: DUE UPON RECEIPT  
Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:  
HARRISON PENSA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

## EXHIBIT E

(From April 10, 2024 to May 9, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	6.70	\$550.00	\$3,685.00
	Christian J. Hamber	1995	3.00	\$550.00	\$1,650.00
<b>Clerks</b>	Isabelle Stacey		2.00	\$145.00	\$290.00
<b>TOTAL FEES</b>					<b>\$5,625.00</b>
<b>HST ON FEES</b>					<b>\$731.25</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$0.00</b>
<b>TOTAL NON – TAXABLE DISBURSEMENTS</b>					<b>\$0.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$0.00</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$6,356.25</b>

## EXHIBIT F

# Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel inc.

May 13, 2024  
Invoice #: 2231748  
Account #: 2231748-197846

File #: 197846/Timothy C. Hogan  
RE: 1871 BERKELEY EVENTS INC.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
10-Apr-24	To emails from and to Colliers and MNP counsel re Slate Investments NDA changes;	.80	\$440.00	CJH
12-Apr-24	To emails from and to Colliers and MNP counsel re further changes to Slate NDA;	.50	\$275.00	CJH
15-Apr-24	To emails from and to Colliers and MNP counsel re further revisions of NDA;	.80	\$440.00	CJH
17-Apr-24	To emails from and to Colliers and Receiver re anonymous buyer NDA;	.40	\$220.00	CJH
18-Apr-24	E-mail to client	.20	\$110.00	TCH
19-Apr-24	To emails from and to Colliers and MNP counsel re anonymous bidder;	.50	\$275.00	CJH
24-Apr-24	E-mail from debtor counsel, e-mail to MNP counsel	.40	\$220.00	TCH
24-Apr-24	E-mail with client	.20	\$110.00	TCH
25-Apr-24	E-mail with client	.20	\$110.00	TCH
25-Apr-24	To draft undertaking;	.70	\$101.50	IST
26-Apr-24	Draft confidentiality undertaking re Wheler	1.00	\$550.00	TCH
26-Apr-24	Call with client	.20	\$110.00	TCH
26-Apr-24	To review undertaking;	.30	\$43.50	IST
26-Apr-24	To update undertaking;	.40	\$58.00	IST
29-Apr-24	E-mails with counsel	.20	\$110.00	TCH
30-Apr-24	E-mails with counsel	.40	\$220.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
30-Apr-24	Review amended undertaking and e-mails with counsel	.60	\$330.00	TCH
1-May-24	Call with counsel for MNP	.40	\$220.00	TCH
1-May-24	To update undertaking;	.40	\$58.00	IST
2-May-24	Call with client	.20	\$110.00	TCH
3-May-24	Call with MNP counsel	.30	\$165.00	TCH
3-May-24	E-mails to client re sales process	.20	\$110.00	TCH
4-May-24	Review sales process and e-mail to client	.40	\$220.00	TCH
5-May-24	E-mails with counsel, client	.40	\$220.00	TCH
6-May-24	To email correspondence;	.20	\$29.00	IST
6-May-24	Call with client, e-mail to client	.40	\$220.00	TCH
6-May-24	Calls/e-mails with counsel	.40	\$220.00	TCH
7-May-24	Call/e-mail with client	.20	\$110.00	TCH
9-May-24	Conference and e-mails with Client;	.40	\$220.00	TCH

Total Fees:	\$	5,625.00
Plus GST:		0.00
Plus HST:		731.25
<b>Total Fees (INCL TAX)</b>		<u>731.25</u>

**\$ 6,356.25**

**FEE SUMMARY:**


LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	3.00	\$550.00	\$1,650.00
Timothy C. Hogan	6.70	\$550.00	\$3,685.00
Isabelle Stacey	2.00	\$145.00	\$290.00

**TOTAL DUE & OWING**

**\$ 6,356.25**

**THIS IS OUR ACCOUNT HEREIN**

***HARRISON PENZA LLP***

Per:   
\_\_\_\_\_  
Timothy C. Hogan

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.  
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

---

**TERMS: DUE UPON RECEIPT  
Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:  
HARRISON PENZA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

## EXHIBIT G

(From May 13, 2024 to June 12, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	5.60	\$550.00	\$3,080.00
	Christian J. Hamber	1995	8.60	\$550.00	\$4,730.00
<b>TOTAL FEES</b>					<b>\$7,810.00</b>
<b>HST ON FEES</b>					<b>\$1,015.30</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$15.00</b>
<b>TOTAL NON – TAXABLE DISBURSEMENTS</b>					<b>\$0.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$1.95</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$8,842.25</b>

## EXHIBIT H

# Harrison Pensa

## LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel inc.

June 18, 2024  
Invoice #: 2233014  
Account #: 2233014-197846

File #: 197846/Timothy C. Hogan  
RE: 1871 BERKELEY EVENTS INC.

---

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
13-May-24	E-mails with counsel and client	.40	\$220.00	TCH
17-May-24	E-mail call with client	.20	\$110.00	TCH
17-May-24	E-mail from Colliers	.20	\$110.00	TCH
21-May-24	Call with Colliers, call with client	.70	\$385.00	TCH
21-May-24	E-mail to Greywood counsel and client	.40	\$220.00	TCH
22-May-24	E-mail with counsel/client	.40	\$220.00	TCH
22-May-24	E-mails with Greywood counsel and Southline counsel	.40	\$220.00	TCH
31-May-24	E-mail with Greywood counsel, e-mail to client	.20	\$110.00	TCH
31-May-24	E-mails with counsel/broker, call with client	.60	\$330.00	TCH
31-May-24	To email from adjoining property counsel re mortgage and assumption agreement;	.30	\$165.00	CJH
31-May-24	To review assumption agreement;	.30	\$165.00	CJH
31-May-24	To email to Receiver re assumption and settlement agreement impact on sale process;	.30	\$165.00	CJH
2-Jun-24	Review assumption agreement re Concert/132 Berkley and APS	.50	\$275.00	TCH
3-Jun-24	To review APS from Hyde Park and make comments;	1.00	\$550.00	CJH
3-Jun-24	To email to Receiver re APS comments;	.30	\$165.00	CJH
3-Jun-24	To emails from and to MNP counsel re Concert lands mortgage assumption agreement;	.50	\$275.00	CJH
4-Jun-24	To review APS and potential changes;	.50	\$275.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
4-Jun-24	To review emails to and from Receiver re instructions for amending APS;	.50	\$275.00	CJH
4-Jun-24	To calls and emails from and to Receiver re proposed changes to APS;	.50	\$275.00	CJH
4-Jun-24	Review amended APS, e-mail to client	.60	\$330.00	TCH
4-Jun-24	E-mails with client re APS	.20	\$110.00	TCH
7-Jun-24	E-mails with client	.40	\$220.00	TCH
7-Jun-24	Review amended agreement	.20	\$110.00	TCH
7-Jun-24	To review comments on APS;	.40	\$220.00	CJH
7-Jun-24	To review and revise APS;	.80	\$440.00	CJH
7-Jun-24	To email to Receiver re amended APS;	.40	\$220.00	CJH
7-Jun-24	To calls and emails from and to Receiver re amended APS;	.40	\$220.00	CJH
7-Jun-24	To further revise APS and circulate to Receiver;	.60	\$330.00	CJH
10-Jun-24	Review/revise APS	.20	\$110.00	TCH
11-Jun-24	To further review and revise APS;	.40	\$220.00	CJH
11-Jun-24	To email to Receiver re amended APS;	.30	\$165.00	CJH
11-Jun-24	To follow with Receiver re APS;	.30	\$165.00	CJH
12-Jun-24	To review emails from and to Colliers and Receiver re status of APS;	.40	\$220.00	CJH
12-Jun-24	To email to Colliers re amended versions of APS;	.40	\$220.00	CJH

Total Fees:	\$	7,810.00
Plus GST:		0.00
Plus HST:		1,015.30
<b>Total Fees (INCL TAX)</b>		<u>1,015.30</u>

**\$ 8,825.30**

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	8.60	\$550.00	\$4,730.00
Timothy C. Hogan	5.60	\$550.00	\$3,080.00

**TAXABLE DISBURSEMENTS**


Bank Charges-Wires,CertChqs,StopPyts,Drafts	15.00
Total Taxable Disbursements:	\$ 15.00
Plus GST:	0.00
Plus HST:	<u>1.95</u>
<b>Total Disbursements (INCL TAX)</b>	<b>\$ <u>16.95</u></b>

**TOTAL DUE & OWING**

**\$ 8,842.25**

**THIS IS OUR ACCOUNT HEREIN**

***HARRISON PENZA LLP***

Per 

\_\_\_\_\_  
Timothy C. Hogan

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.  
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

-----  
TERMS: DUE UPON RECEIPT

**Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:  
HARRISON PENZA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

## EXHIBIT I

(From June 14, 2024 to November 5, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	6.70	\$550.00	\$3,685.00
	Christian J. Hamber	1995	5.70	\$550.00	\$3,135.00
TOTAL FEES					<b>\$6,820.00</b>
HST ON FEES					<b>\$886.60</b>
TOTAL TAXABLE DISBURSEMENTS					<b>\$0.00</b>
TOTAL NON – TAXABLE DISBURSEMENTS					<b>\$0.00</b>
HST DISBURSEMENTS					<b>\$0.00</b>
TOTAL FEES, DISBURSEMENTS AND HST					<b>\$7,706.60</b>

## EXHIBIT J

# Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel inc.

November 12, 2024  
Invoice #: 2238497  
Account #: 2238497-197846

File #: 197846/Timothy C. Hogan  
RE: 1871 BERKELEY EVENTS INC.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
14-Jun-24	To emails from and to Colliers and Receiver re signed APS;	.40	\$220.00	CJH
19-Jun-24	E-mail from counsel, e-mail to client	.40	\$220.00	TCH
21-Jun-24	Call with counsel	.20	\$110.00	TCH
24-Jun-24	To review emails from and to Receiver and Colliers re offer and counter-offer;	.40	\$220.00	CJH
3-Jul-24	E-mails with Bank/counsel	.40	\$220.00	TCH
3-Jul-24	E-mail from agent	.20	\$110.00	TCH
3-Jul-24	To email from agent re status of Equitable counteroffer;	.20	\$110.00	CJH
9-Jul-24	Review/revise letter to Berkley clients	.40	\$220.00	TCH
10-Jul-24	Call with client	.20	\$110.00	TCH
11-Jul-24	E-mail with client	.20	\$110.00	TCH
12-Jul-24	To emails from Colliers re status of counter-offer;	.40	\$220.00	CJH
15-Jul-24	Call with client/e-mail to counsel re chattels	.40	\$220.00	TCH
24-Jul-24	Calls/e-mails with client and review Sales Process	.80	\$440.00	TCH
24-Jul-24	E-mails from client	.20	\$110.00	TCH
25-Jul-24	To review emails from and to Receiver re extension of Colliers listing;	.40	\$220.00	CJH
26-Jul-24	Review LOI/calls and e-mails with client	.50	\$275.00	TCH
26-Jul-24	Review affidavit, e-mail to client	.40	\$220.00	TCH
29-Jul-24	E-mail from client	.20	\$110.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
6-Aug-24	Call/e-mail with client	.40	\$220.00	TCH
8-Aug-24	E-mail from Colliers	.20	\$110.00	TCH
29-Aug-24	Call with client	.20	\$110.00	TCH
5-Sep-24	E-mail to client	.20	\$110.00	TCH
13-Sep-24	Calls. e-mails with client	.40	\$220.00	TCH
25-Sep-24	E-mail from Client;	.20	\$110.00	TCH
7-Oct-24	Call with Client;	.20	\$110.00	TCH
1-Nov-24	To call from Receiver re proposed new offer to prior interested party;	.30	\$165.00	CJH
1-Nov-24	To review prior offer from Hyde Park;	.40	\$220.00	CJH
1-Nov-24	To review and revise Hyde Park offer and forward to Receiver for comments;	.40	\$220.00	CJH
1-Nov-24	To emails from and to Receiver re Hyde Park offer;	.30	\$165.00	CJH
4-Nov-24	To review file re previous Hyde Park offer;	.40	\$220.00	CJH
4-Nov-24	To email to Receiver re prior and new offer;	.40	\$220.00	CJH
4-Nov-24	To call from Receiver re revisions to prior offer;	.30	\$165.00	CJH
4-Nov-24	To review and revise counter offer;	.50	\$275.00	CJH
4-Nov-24	To email to Receiver re revised counter offer;	.30	\$165.00	CJH
4-Nov-24	To email from Receiver re HPH counter offer;	.30	\$165.00	CJH
5-Nov-24	To email from Receiver re signed offer to HPH;	.30	\$165.00	CJH
5-Nov-24	Call/e-mail with client	.40	\$220.00	TCH

Total Fees:	\$	6,820.00
Plus GST:		0.00
Plus HST:		886.60
<b>Total Fees (INCL TAX)</b>		<u>886.60</u>

**\$ 7,706.60**

**FEE SUMMARY:**


LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	5.70	\$550.00	\$3,135.00
Timothy C. Hogan	6.70	\$550.00	\$3,685.00

**TOTAL DUE & OWING**

**\$ 7,706.60**

**THIS IS OUR ACCOUNT HEREIN**

***HARRISON PENZA LLP***

Per:   
Timothy C. Hogan

E. & O.E.

**PLEASE REMIT PAYMENT TO HARRISON PENZA LLP**

**Invoices are due upon receipt**

**Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.**

**Credit card payments can be made through our online payment portal: [www.harrisonpensa.com/make-a-payment/](http://www.harrisonpensa.com/make-a-payment/)**

**Cheques can be made payable to HARRISON PENZA LLP**

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GST / HST REGISTRATION NO: R867630543

Interest of 4.8% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days  
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EXHIBIT K

(From November 12, 2024 to October 5, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	1.40	\$550.00	\$770.00
	Timothy C. Hogan	1995	10.30	\$600.00	\$6,180.00
	Christian J. Hamber	1995	1.50	\$550.00	\$825.00
	Christian J. Hamber	1995	23.60	\$600.00	\$14,160.00
<b>Associates</b>	Thomas Masterson	2019	1.60	\$290.00	\$464.00
	Areeb Daimee	2025	1.50	\$225.00	\$337.50
<b>Clerks</b>	Nicole Clayton		0.70	\$165.00	\$115.50
	Sydney Inghelbrecht		9.20	\$165.00	\$1,518.00
	Andrea Tingey		0.60	\$100.00	\$60.00
	Olivia Rajsp		0.30	\$215.00	\$64.50
	Kinsey Greenfield		3.80	\$150.00	\$570.00
<b>TOTAL FEES</b>					<b>\$25,064.50</b>
<b>HST ON FEES</b>					<b>\$3,258.39</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$575.25</b>
<b>TOTAL NON – TAXABLE DISBURSEMENTS</b>					<b>\$0.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$74.78</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$28,972.92</b>

## EXHIBIT L

# Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101  
P.O. Box 3237  
London, ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel inc.

October 6, 2025  
Invoice #: 2252966  
Account #: 2252966-197846

File#: 197846/Timothy C. Hogan  
Re: 1871 BERKELEY EVENTS INC.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Nov-24	e-mail with counsel	0.40	\$220.00	TCH
12-Nov-24	e-mails with counsel	0.40	\$220.00	TCH
14-Nov-24	To follow with Receiver re status of fresh offer;	0.30	\$165.00	CJH
14-Nov-24	To email from agent re status of offers and timing;	0.30	\$165.00	CJH
02-Dec-24	To email from Colliers re update on sale negotiations;	0.30	\$165.00	CJH
05-Dec-24	To email from Colliers;	0.30	\$165.00	CJH
10-Dec-24	review MNP record, e-mail and call with client	0.40	\$220.00	TCH
17-Dec-24	To email from Colliers re update on offer process;	0.30	\$165.00	CJH
18-Dec-24	call with client	0.20	\$110.00	TCH
23-Dec-24	To manage file;	0.20	\$33.00	NCL
13-Jan-25	e-mail from agent	0.20	\$120.00	TCH
13-Feb-25	e-mail with client	0.20	\$120.00	TCH
13-Feb-25	To emails from and to Receiver re offer and termination;	0.50	\$300.00	CJH
02-May-25	e-mail with client/counsel	0.20	\$120.00	TCH
02-May-25	call with Counsel;	0.20	\$120.00	TCH

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

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TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
13-May-25	e-mails with counsel/client	0.40	\$240.00	TCH
14-May-25	e-mail from client/to counsel	0.20	\$120.00	TCH
01-Aug-25	e-mail from client, review agreement	0.40	\$240.00	TCH
01-Aug-25	call with client	0.20	\$120.00	TCH
01-Aug-25	To draft motion record cover page;	0.20	\$33.00	NCL
01-Aug-25	To emails from and to Receiver re signed APS for review; to review APS, to review title; to prepare, review and revise draft AVO; to circulate documents and comments to Receiver; to emails and calls from and to Receiver re commission agreement; to review commission agreement;	3.00	\$1,800.00	CJH
05-Aug-25	To draft materials;	2.50	\$412.50	SIN
08-Aug-25	To obtain searches;	0.30	\$64.50	ORA
08-Aug-25	Title services - parcels, MPAC, instruments, writ search	0.40	\$40.00	ATI
08-Aug-25	Title services Instruments x5	0.20	\$20.00	ATI
08-Aug-25	To review application record and order searches.	0.30	\$45.00	KGR
11-Aug-25	review agreement, call with Bank	0.40	\$240.00	TCH
12-Aug-25	To draft opinion to receiver.	3.50	\$525.00	KGR
15-Aug-25	Call with client/Bank	0.20	\$120.00	TCH
15-Aug-25	Call with client	0.20	\$120.00	TCH
15-Aug-25	To review new offer;	0.80	\$480.00	CJH
15-Aug-25	To emails from and to Receiver re new offer;	0.40	\$240.00	CJH
15-Aug-25	To review new offer and compare to previous offers;	0.40	\$240.00	CJH
15-Aug-25	To emails from and to Receiver re comments on new offer;	0.40	\$240.00	CJH
19-Aug-25	To review and revise APS;	1.20	\$720.00	CJH
19-Aug-25	To email to Receiver re amended APS;	0.30	\$180.00	CJH
20-Aug-25	E-mails with counsel	0.20	\$120.00	TCH
20-Aug-25	Call with client	0.20	\$120.00	TCH
20-Aug-25	To follow with Receiver re status of offer;	0.30	\$180.00	CJH
20-Aug-25	To review signed offer;	0.40	\$240.00	CJH

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
20-Aug-25	To emails from and to Receiver re commission agreement and to review commission agreement;	0.80	\$480.00	CJH
20-Aug-25	To call from Receiver re commission agreement;	0.30	\$180.00	CJH
20-Aug-25	To review and revise commission agreement;	0.80	\$480.00	CJH
21-Aug-25	Call with client	0.20	\$120.00	TCH
21-Aug-25	To emails from and to Receiver re Buyer due diligence search authorization;	0.50	\$300.00	CJH
22-Aug-25	E-mail with client	0.20	\$120.00	TCH
26-Aug-25	Call/e-mail with client	0.20	\$120.00	TCH
26-Aug-25	E-mail with Purchaser counsel	0.20	\$120.00	TCH
27-Aug-25	To emails to and from Receiver re status of offer;	0.30	\$180.00	CJH
27-Aug-25	To emails to and from Buyer counsel and Receiver re outstanding issues and proposed changes to offer;	1.00	\$600.00	CJH
27-Aug-25	To email from Receiver re outstanding issues in APS;	0.30	\$180.00	CJH
27-Aug-25	To review and revise APS;	1.50	\$900.00	CJH
27-Aug-25	To circulate revised APS to counsel and Receiver;	0.30	\$180.00	CJH
27-Aug-25	To emails from and to Buyer counsel re APS changes;	0.40	\$240.00	CJH
27-Aug-25	To call with buyer's counsel re outstanding APS issues and email to Receiver with update;	0.50	\$300.00	CJH
27-Aug-25	To emails from and to Buyer's counsel re extension of conditional date;	0.40	\$240.00	CJH
29-Aug-25	To email from buyer counsel re marked up changes of APS and to review proposed changes;	0.40	\$240.00	CJH
29-Aug-25	To emails to and from buyer counsel re proposed changes to APS;	0.80	\$480.00	CJH
29-Aug-25	To emails to and from Receiver and buyer counsel re amended APS;	0.40	\$240.00	CJH
29-Aug-25	To review and revise APS;	0.80	\$480.00	CJH
29-Aug-25	To review final amended APS and forward to Receiver for signing;	0.50	\$300.00	CJH
29-Aug-25	To emails from and to buyer counsel and Receiver re final amendments to APS;	0.50	\$300.00	CJH
29-Aug-25	To emails from and to Buyer counsel and Receiver re fully signed APS;	0.40	\$240.00	CJH
29-Aug-25	To call from buyer counsel re status of signed APS;	0.40	\$240.00	CJH
29-Aug-25	To emails to and from Receiver re key dates and	0.40	\$240.00	CJH

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
	Receiver's report;			
29-Aug-25	To revise Motion	0.40	\$116.00	THM
29-Aug-25	To send email correspondence to client	0.20	\$58.00	THM
09-Sep-25	To review emails to and from Receiver re report and timing for motion;	0.30	\$180.00	CJH
10-Sep-25	E-mails/calls with client/counsel	0.40	\$240.00	TCH
11-Sep-25	Call with Doug Wheler	0.20	\$120.00	TCH
11-Sep-25	To send e-mail correspondences;	0.10	\$16.50	SIN
11-Sep-25	To draft documents;	1.00	\$165.00	SIN
11-Sep-25	Call with borrower	0.20	\$120.00	TCH
11-Sep-25	To emails from and to Buyer's counsel and Receiver re status of report, AVO and timing;	0.50	\$300.00	CJH
11-Sep-25	To email to Buyer's counsel confirming AVO and closing dates;	0.40	\$240.00	CJH
12-Sep-25	To review file and send e-mail correspondences;	0.40	\$66.00	SIN
12-Sep-25	E-mails with Court and call with counsel	0.40	\$240.00	TCH
15-Sep-25	E-mail/call with counsel	0.20	\$120.00	TCH
15-Sep-25	E-mail with court	0.20	\$120.00	TCH
16-Sep-25	E-mail with court and borrower and counsel	0.20	\$120.00	TCH
16-Sep-25	To send e-mail correspondence;	0.40	\$66.00	SIN
19-Sep-25	To draft documents;	0.80	\$132.00	SIN
19-Sep-25	To review APS re outside dates to obtain AVO and to close transaction;	0.50	\$300.00	CJH
21-Sep-25	Draft Aide Memoire	0.40	\$240.00	TCH
22-Sep-25	To revise documents;	0.30	\$49.50	SIN
22-Sep-25	Finalize Aide Memoire	0.40	\$240.00	TCH
22-Sep-25	E-mail with counsel for MNP	0.20	\$120.00	TCH
22-Sep-25	To edit, file and serve documents;	2.00	\$330.00	SIN
22-Sep-25	To call from Buyer counsel re AVO and title direction for Buyer;	0.30	\$180.00	CJH
22-Sep-25	To review APS re title direction and assignment;	0.40	\$240.00	CJH
22-Sep-25	To email to Buyer counsel re title direction and AVO;	0.40	\$240.00	CJH

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
23-Sep-25	To emails from and to Purchaser counsel re nominee titleholder;	0.40	\$240.00	CJH
23-Sep-25	To review and revise AVO and circulate to Purchaser's counsel;	0.60	\$360.00	CJH
23-Sep-25	To review emails from and to MNP counsel re interest in APS;	0.40	\$240.00	CJH
24-Sep-25	Call with client	0.20	\$120.00	TCH
24-Sep-25	Call with counsel/MNP/client	0.50	\$300.00	TCH
25-Sep-25	E-mail with MNP counsel and client	0.40	\$240.00	TCH
25-Sep-25	To draft documents;	0.80	\$132.00	SIN
25-Sep-25	To send e-mail;	0.30	\$49.50	NCL
26-Sep-25	Attend scheduling hearing, call with client/counsel	0.60	\$360.00	TCH
26-Sep-25	Review endorsement	0.20	\$120.00	TCH
26-Sep-25	To review and update file;	0.60	\$99.00	SIN
01-Oct-25	Call with client and counsel	0.40	\$240.00	TCH
02-Oct-25	To send e-mail correspondence;	0.30	\$49.50	SIN
02-Oct-25	To send email correspondence to client	0.20	\$58.00	THM
02-Oct-25	Review of issues re confidentiality undertaking.	0.50	\$112.50	ard
03-Oct-25	Drafted confidentiality undertaking.	1.00	\$225.00	ard
03-Oct-25	To send email correspondence to client	0.20	\$58.00	THM
03-Oct-25	To draft Fee Affidavit	0.60	\$174.00	THM
04-Oct-25	Review/revise confidentiality undertaking re MNP	1.00	\$600.00	TCH
05-Oct-25	E-mail with client	0.20	\$120.00	TCH

Total Fees	\$	25,064.50
Plus GST:		0.00
Plus HST:		3,258.39

<b>Total Fees (INCL TAX)</b>	<b>\$</b>	<b>28,322.89</b>
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**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Nicole Clayton	0.70	165.00	\$115.50
Areeb Daimee	1.50	225.00	\$337.50
Kinsey Greenfield	3.80	150.00	\$570.00

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	1.50	550.00	\$825.00
Christian J. Hamber	23.60	600.00	\$14,160.00
Timothy C. Hogan	10.30	600.00	\$6,180.00
Timothy C. Hogan	1.40	550.00	\$770.00
Sydney Inghelbrecht	9.20	165.00	\$1,518.00
Thomas Masterson	1.60	290.00	\$464.00
Olivia Rajsp	0.30	215.00	\$64.50
Andrea Tingey	0.60	100.00	\$60.00

**TAXABLE DISBURSEMENTS**

Electronic Signature Fee (DocuSign)	10.00
Entity Profile Report	140.00
PPSA	203.50
Teranet Search	125.00
Teranet Writs	82.75
MPAC-Assessment Search	14.00

Total Taxable Disbursements

\$575.25

Plus HST

74.78

**Total Disbursements (INCL TAX)****\$ 650.03****TOTAL DUE & OWING****\$ 28,972.92****THIS IS OUR ACCOUNT HEREIN*****HARRISON PENSA LLP***Per: \_\_\_\_\_  
Timothy C. Hogan

E. &amp; O.E.

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

THE TORONTO-DOMINION BANK

Applicant

-and-

1871 BERKELEY EVENTS INC., et al.

Respondents

Court File No. CV-23-00693494-00CL

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

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**AFFIDAVIT OF THOMAS MASTERSON**

**HARRISON PENZA<sup>LLP</sup>**

Barristers and Solicitors  
130 Dufferin Avenue, Suite 1101  
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)**

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Solicitors for the Receiver,  
msi Spergel Inc.

## APPENDIX 17

District of  
Division No. 09 - Toronto  
Estate No. 31-459621

**In the Matter of the Receivership of  
1175484 Ontario Inc.  
of the City of Toronto, in the Province of Ontario**  
Receiver's Statement of Receipts and Disbursements  
As at October 6, 2025

**RECEIPTS**

1	Miscellaneous		
	Receiver Borrowing from Secured Creditor	475,000.00	
	Interest Allocation	5,608.46	
<b>TOTAL RECEIPTS</b>			<b>480,608.46</b>

**DISBURSEMENTS**

2.	<b>Federal and Provincial taxes</b>		
	HST paid on Ascend License Fee	42.25	
	HST paid on Disbursements Exclusive of Fees	15,542.24	
	HST paid on Legal Fees	6,821.95	
	HST paid on Receiver's Fees	8,802.95	
			<b>31,209.39</b>
3.	<b>Miscellaneous</b>		
	Ascend License Fee	325.00	
	Appraisal Fee	12,871.10	
	Casual Labour	2,507.44	
	Change of Locks	810.00	
	Environmental Assessment and Cleanup Costs		
		2,104.33	
	Filing Fees Paid to O/R	75.30	
	Insurance	135,751.91	
	Legal Fees/Disbursements	53,721.70	
	Office Expense	47.00	
	Receiver/Agent's Fees	67,731.00	
	Repair & Maintenance	16,809.38	
	Security	32,132.79	
	Travel	204.95	
	Utilities	53,736.28	
	Waste Disposal	580.00	
		<b>379,408.18</b>	
<b>TOTAL DISBURSEMENTS</b>			<b>410,617.57</b>
Net Receipts over Disbursements			<b>69,990.89</b>
			<b>E&amp;OE</b>

Dated at the City of Toronto in the Province of Ontario, this 6th day of October 2025.  
msi Spergel inc. - Licensed Insolvency Trustee

200 Yorkland Blvd.  
Toronto ON M2J 5C1  
Phone: (416) 498-4314 Fax: (416) 498-4314

District of  
Division No. 09 - Toronto  
Estate No. 31-459619

**In the Matter of the Receivership of  
1871 Berkeley Events Inc.  
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements  
As at October 6, 2025

**RECEIPTS**

1	Miscellaneous		
	Cash In Bank	4,453.25	
	Interest Allocation	205.87	
<b>TOTAL RECEIPTS</b>			<b>4,659.12</b>

**DISBURSEMENTS**

2.	<b>Federal and Provincial taxes</b>		
	HST paid on disbursements Exclusive of Fees	231.53	
	HST paid on Ascend License Fee	42.25	
			<b>273.78</b>
3.	<b>Miscellaneous</b>		
	Ascend License Fee	325.00	
	Appraisal Fee	1,200.00	
	Filing Fees Paid to O/R	75.30	
	Redirection of Mail	182.00	
	Utilities	399.00	
		<b>2,181.30</b>	
<b>TOTAL DISBURSEMENTS</b>			<b>2,455.08</b>

Net Receipts over Disbursements	<b>2,204.04</b>
	<b>E&amp;OE</b>

Dated at the City of Toronto in the Province of Ontario, this 6th day of October 2025.  
msi Spergel inc. - Licensed Insolvency Trustee

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Toronto ON M2J 5C1  
Phone: (416) 498-4314 Fax: (416) 498-4314

District of  
Division No. 09 - Toronto  
Estate No. 31-459618

**In the Matter of the Receivership of  
504 Jarvis Inc.  
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements  
As at October 6, 2025

**RECEIPTS**

1	<b>Miscellaneous</b>		
	Advance from Trustee	131.80	
<b>TOTAL RECEIPTS</b>			<b>131.80</b>

**DISBURSEMENTS**

2.	<b>Federal and Provincial taxes</b>		
	HST on Ascend License Fee	6.50	
			<b>6.50</b>

3.	<b>Miscellaneous</b>		
	Filing Fees Paid to Official Receiver	75.30	
	Ascend License Fee	50.00	
		<b>125.30</b>	

<b>TOTAL DISBURSEMENTS</b>			<b>131.80</b>
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Net Receipts over Disbursements			<b>0.00</b>
			<b>E&amp;OE</b>

Dated at the City of Toronto in the Province of Ontario, this 6th day of October 2025.  
msi Spergel inc. - Licensed Insolvency Trustee

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Toronto ON M2J 5C1  
Phone: (416) 498-4314 Fax: (416) 498-4314

District of  
Division No. 09 - Toronto  
Estate No. 31-459622

**In the Matter of the Receivership of  
Southline Holding Inc.  
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements  
As at October 6, 2025

**RECEIPTS**

1	<b>Miscellaneous</b>		
	Interest allocation	2,565.75	
	Settlement with landlord	55,182.09	
<b>TOTAL RECEIPTS</b>			<b>57,747.84</b>

**DISBURSEMENTS**

2.	<b>Federal and Provincial taxes</b>		
	HST on Ascend License Fee	6.50	
			<b>6.50</b>
3.	<b>Miscellaneous</b>		
	Filing Fees Paid to Official Receiver	75.30	
	Ascend License Fee	50.00	
		<b>125.30</b>	
<b>TOTAL DISBURSEMENTS</b>			<b>131.80</b>

Net Receipts over Disbursements		<b>57,616.04</b>
		<b>E&amp;OE</b>

Dated at the City of Toronto in the Province of Ontario, this 6th day of October 2025.  
msi Spergel inc. - Licensed Insolvency Trustee

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Toronto ON M2J 5C1  
Phone: (416) 498-4314 Fax: (416) 498-4314

District of  
Division No. 09 - Toronto  
Estate No. 31-459623

**In the Matter of the Receivership of  
111 King Street East Inc.  
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements  
As at October 6, 2025

**RECEIPTS**

1	<b>Miscellaneous</b>		
	Advance from Trustee	442.55	
<b>TOTAL RECEIPTS</b>			<b>442.55</b>

**DISBURSEMENTS**

2.	<b>Federal and Provincial taxes</b>		
	HST paid on Ascend License Fee	42.25	
			<b>42.25</b>

3.	<b>Miscellaneous</b>		
	Ascend License Fee	325.00	
	Filing Fees Paid to O/R	75.30	
		<b>400.30</b>	

<b>TOTAL DISBURSEMENTS</b>			<b>442.55</b>
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Net Receipts over Disbursements			<b>0.00</b>
			<b>E&amp;OE</b>

Dated at the City of Toronto in the Province of Ontario, this 6th day of October 2025.  
msi Spergel inc. - Licensed Insolvency Trustee

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Toronto ON M2J 5C1  
Phone: (416) 498-4314 Fax: (416) 498-4314

THE TORONTO-DOMINION BANK

v.

1871 BERKELEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**SECOND REPORT OF THE RECEIVER**

**HARRISON PENZA** <sup>LLP</sup>  
Barristers & Solicitors  
130 Dufferin Avenue, Suite 1101  
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)**

Tel : (519) 679-9660  
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Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Lawyers for the Receiver,  
msi Spergel inc.

THE TORONTO-DOMINION BANK

v.

1871 BERKELEY EVENTS INC., et al.

Applicant

Respondents

Court File No. CV-23-00693494-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**MOTION RECORD OF THE RECEIVER**

**HARRISON PENZA <sup>LLP</sup>**  
Barristers & Solicitors  
130 Dufferin Avenue, Suite 1101  
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)**

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Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Lawyers for the Receiver,  
msi Spergel inc.