

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

**IN THE MATTER OF SECTION 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**

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

**ADDENDA CAPITAL INC.**

Applicant

and

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**MOTION RECORD**

*(returnable March 26, 2025 at 10:00 a.m.)*

March 22, 2025

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**DAVID P. PREGER (36870L)**

Tel: (416) 646-4606

Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)

**TALYA R. BERTLER (90315H)**

Tel: (416) 777-2394

Email: [tbertler@dickinsonwright.com](mailto:tbertler@dickinsonwright.com)

Lawyers for the Applicant

**TO: SERVICE LIST**

# INDEX

| <b>Tab</b> | <b>Document</b>  | <b>Page No.</b> |
|------------|--|-----------------|
| 1.         | Notice of Motion   | 1               |
| 2.         | Interim Receiver's Discharge Report dated March 21, 2025               | 35              |
| Appendix A | Interim Receivership Order dated March 9, 2021                         | 48              |
| Appendix B | Amended Interim Receivership Order dated April 7, 2021                 | 66              |
| Appendix C | First Report of the Interim Receiver dated April 1, 2021               | 71              |
| Appendix D | Fee Affidavit of Ms. Catherine Hristow sworn March 21, 2025            | 83              |
| Appendix E | Fee Affidavit of Mr. David Preger sworn March 21, 2025                 | 172             |
| Appendix F | Fee Affidavit of Mr. Chad Kopach sworn March 18, 2025                  | 209             |
| Appendix G | Statement of Receipts and Disbursements to March 7, 2025               | 223             |
| Appendix H | Interim Receiver's Discharge Certificate                               | 225             |
| 3.         | Affidavit of Savvas Pallaris sworn March 21, 2025                      | 231             |
| Exhibit A  | Affidavits of Savvas Pallaris sworn February 1, 2021 and March 5, 2021 | 237             |
| Exhibit B  | Endorsements of Justice Cavanagh dated March 9, 2021 and April 7, 2021 | 249             |
| Exhibit C  | First Charge registered May 1, 2013                                    | 252             |
| Exhibit D  | Parcel Register as of February 21, 2025                                | 271             |
| Exhibit E  | Mortgage Information Statement dated March 7, 2025                     | 274             |
| 4.         | Redline: Model Discharge Order vs. Draft Discharge Order               | 276             |
| 5.         | Redline: Model Appointment Order vs. Draft Appointment Order           | 283             |

# TAB 1

Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 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**

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

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**NOTICE OF MOTION**

The Applicant will make a Motion to a Judge of the Commercial List on Wednesday, March 26, 2025, or as soon after that time as the Motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR:**

- (a) if necessary, an Order abridging and validating the time for service and filing of this Notice of Motion and the Motion Record and dispensing with further service thereof;



- (b) an Order, in the form attached hereto as Schedule “A”:
- i. discharging Deloitte Restructuring Inc. (“**Deloitte**”) as the Court-appointed interim receiver (in such capacity, the “**Interim Receiver**”) of certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner and nominee for the Respondent Gross Properties Inc., as to an 80% interest, and the Respondent 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario (the “**Property**”);
  - ii. approving the Interim Receiver’s Second and Final Report dated March 20, 2025 (the “**Final Report**”) and the activities and proposed activities of the Interim Receiver described therein;
  - iii. approving the fees and disbursements of the Interim Receiver and its counsel, Dickinson Wright LLP (“**DW**”) and Blaney McMurtry LLP (“**Blaney**”);
  - iv. to the extent there are any further funds remaining after payment of the fees and disbursements of the Interim Receiver and its counsel, authorizing and directing the Interim Receiver to pay the monies remaining in its hands to Bricks Damiani Inc. (“**BDI**”);
  - v. discharging Deloitte as Interim Receiver, subject to its performance of such incidental duties as may be required to complete the administration of the within receivership; and
  - vi. releasing Deloitte from any liability that it now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Interim Receiver while acting in its capacity as Interim Receiver in these proceedings;
- (c) an Order, in the form attached hereto as Schedule “B”, 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

BDI as 'full blown' receiver and manager, without security, of the assets, undertakings and property of the Respondents, including the Property; and

(d) such further and other relief as to this Honourable Court may seem just.

#### THE GROUNDS FOR THIS MOTION ARE:

##### Background

1. The Applicant Addenda Capital Inc. ("**Addenda**") is a multi-asset investment firm with numerous lines of business, including commercial mortgage lending;
2. The Respondent 249 Ontario Street Holdings Inc. ("Holdings") is the registered owner of the Property and is a nominee for the Respondent Gross Properties Inc. ("**GPI**"), as to an 80% interest, and for the Respondent 2413667 Ontario Inc. ("**241**"), as to a 20% interest. Holdings, GPI and 241 are hereinafter referred to, collectively, as the "**Debtors**";
3. The building on the Property was built in 1975 and refurbished in 1991. It has approximately 26,100 leasable square feet on two storeys and is demised into multiple tenantable units;
4. Addenda holds a first-ranking charge (the "**First Charge**") in the amount of \$6,000,000 over the Property;
5. The Debtors defaulted under the First Charge. As of February 1, 2021, the Respondents were indebted to Addenda in the principal amount of \$4,950,337.58, with interest and costs continuing to accrue;
6. Upon application by Addenda, Deloitte was appointed as Interim Receiver over the Property pursuant to the Order of Justice Cavanagh dated March 9, 2021 (the "**Interim Receivership Order**"). The Interim Receivership Order was amended pursuant to the Order of Justice Cavanagh dated April 7, 2021 (the "**Amended Interim Receivership**");

**Order**”), whereby the Interim Receiver’s appointment was extended until further Order of the Court;

7. The primary purpose of the Interim Receiver’s appointment was to stabilize the operation of the Property;
8. The First Charge matured on June 1, 2024;
9. Addenda now wishes to have the Property marketed and sold;
10. Accordingly, Addenda is moving to discharge the Interim Receiver and appoint a ‘full blown’ receiver;
11. As of March 7, 2025, the amount outstanding under the First Charge was \$6,804,105.98 and per diem interest of \$\$625.84 was accruing thereon;

#### **Discharge of Interim Receiver**

12. The total fees of the Interim Receiver during the period of March 9, 2021 to February 28, 2025 amount to \$281,886.00, together with expenses and disbursements in the sum of \$1,418.45, and Harmonized Sales Tax (“**HST**”) in the amount of \$36,829.61, totaling \$320,134.06;
13. The total fees of DW, in its capacity as counsel to the Interim Receiver, during the period from April 1, 2021 to March 20, 2025 amount to \$63,446.50, together with disbursements in the sum of \$157.95, and HST in the amount of \$8,268.58, totaling \$71,873.03;
14. The total fees of Blaney, in its capacity as counsel to the Interim Receiver, during the period from February 1, 2021, to January 31, 2022 amount to \$5,390.00, together with expenses and disbursements in the sum of \$117.85, and HST in the amount of \$706.26, totaling \$6,214.11;

15. The Interim Receiver estimates fees and disbursements (excluding legal fees) of the Interim Receiver to the conclusion of the administration of the within receivership to be in the amount of \$36,160.00, including HST;

**Appointment of 'Full Blown' Receiver**

16. Addenda seeks to appoint BDI as 'full blown' receiver. If BDI is appointed, Hartley Bricks, Managing Director of BDI, will have carriage of this administration. Mr. Bricks is eminently familiar with the Property and its operation. He was previously a Senior Vice-President at Deloitte and had carriage of the Interim Receiver's administration prior to his departure;
17. The appointment of BDI as receiver and manager of the assets, undertakings and property of the Debtors is just and convenient in the circumstances for the following reasons:
  - (a) although Addenda's demand and section 244 *BIA* notice were issued on October 16, 2020, the defaults under the First Mortgage were never cured by the Debtors;
  - (b) the statutory ten day period under the *BIA* expired long ago;
  - (c) the First Charge matured on June 1, 2024 and remains unpaid;
  - (d) Addenda is contractually entitled to appoint a receiver upon default under the First Charge; and
  - (e) a Court-supervised receiver will have regard for the interests of the Debtors' estates, including Addenda, will facilitate a fair and transparent sale process for the disposition of the Property and maintain responsibility for the Property's continued operation and oversight of the property manager's activities;
18. Sections 47.2(3) and 243(1) of the *BIA*;

19. Section 101 of the *CJA*;
20. Rules 3.02(1), 16.08, and 37 of the *Rules of Civil Procedure*; and
21. Such further and other grounds as counsel may advise and as this Honourable Court may permit.

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

- (a) the Final Report;
- (b) the Affidavit of Savvas Pallaris sworn March 21, 2025; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

March 22, 2025

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**DAVID P. PREGER (36870L)**

Tel: (416) 646-4606  
Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)

**TALYA R. BERTLER (90315H)**

Tel: (416) 777-2394  
Email: [tbertler@dickinsonwright.com](mailto:tbertler@dickinsonwright.com)

Lawyers for the Applicants

Schedule "A"

Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 47(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED**

|                |   |                                 |
|----------------|---|---------------------------------|
| THE HONOURABLE | ) | WEDNESDAY, THE 26 <sup>th</sup> |
|                | ) |                                 |
| JUSTICE        | ) | DAY OF MARCH, 2025              |

B E T W E E N:

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**ORDER  
(DISCHARGE)**

**THIS MOTION** made by the Applicant Addenda Capital Inc. ("**Addenda**") for, among other things, an Order discharging Deloitte Restructuring Inc. ("**Deloitte**") as the Court-appointed interim receiver (in such capacity, the "**Interim Receiver**") of certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner and nominee for the Respondent Gross Properties Inc., as to an 80% interest, and the Respondent 2413677 Ontario

Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario and legally described in Schedule “A” hereto (the “**Property**”), was heard this day by Zoom videoconference.

**ON READING** the Notice of Motion, the Second and Final Report of the Interim Receiver dated March 20, 2025 (the “**Final Report**”), the fee affidavit of Catherine Hristow sworn March 20, 2025 (the “**Deloitte Fee Affidavit**”), the fee affidavit of Chard Kopach sworn March 18, 2025 (the “**Blaney Fee Affidavit**”), the fee affidavit of David Preger sworn March 20, 2025 (the “**DW Fee Affidavit**”) and the affidavit of Ardi Pradana sworn March 20, 2025, and on hearing the submissions of counsel for Addenda, no one else appearing for any other person on the Service List, as appears from the affidavit of service of Talya Bertler sworn March 21, 2025,

#### **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.

#### **FINAL REPORT**

2. **THIS COURT ORDERS** that the activities and proposed activities of the Interim Receiver, as set out in the Final Report, are hereby approved.

3. **THIS COURT ORDERS** that only Deloitte, 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 Final Report detailed in paragraph 2 hereof.

4. **THIS COURT ORDERS** that the fees and disbursements of Deloitte and its counsel, as set out in the Deloitte Fee Affidavit, the Blaney Fee Affidavit and the DW Fee Affidavit (collectively, the “**Fee Affidavits**”) are hereby approved.

5. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved and any reasonable additional fees and disbursements of Deloitte and its counsel accruing

subsequent to the periods covered in the invoices annexed to the Fee Affidavits and in a manner consistent with the Interim Receiver's estimate in the Final Report, Deloitte shall, within 5 business days of this Order, pay the monies remaining in its hands (the "**Trust Funds**") to Bricks Damiani Inc. ("**DBI**").

#### **DISCHARGE AND TRANSFER TRUST FUNDS AND FILE DOCUMENTS**

6. **THIS COURT ORDERS** that upon Deloitte filing a certificate certifying that it has completed the other activities described in the Final Report, Deloitte shall be discharged as Interim Receiver of the Property (the "**Discharge Certificate**"), provided however that notwithstanding its discharge herein (a) Deloitte shall remain Interim Receiver solely for the performance of such incidental duties as may be required to complete its administration of the receivership herein, and (b) Deloitte shall continue to have the benefit of the provisions of all Orders made in the within proceedings, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Interim Receiver.

7. **THIS COURT ORDERS AND DECLARES** that Deloitte and is hereby released and discharged from any and all liability they now have or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Interim Receiver herein, save and except for any gross negligence or wilful misconduct on its part while so acting. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct on Deloitte's part.

8. **THIS COURT ORDERS** that to the extent possible Deloitte shall cause such contracts, agreements, policies, and other obligations entered into by Deloitte in its capacity as Interim Receiver in relation to the Property (the "**Assignable Obligations**") to be assigned to DBI in order that DBI may satisfy the Assignable Obligations in the ordinary course.

9. **THIS COURT ORDERS** that Deloitte shall deliver to DBI, whether in paper form or otherwise contained on a computer or other electric system of information storage: (a) all



Records (as defined in paragraph 5 of the Appointment Order dated March 9, 2021 in these proceedings) in its possession, (b) copies of its communications with third parties, which, for greater certainty, shall not include any solicitor-client privileged information, and (c) files and work product specifically dealing with the administration, assessment and valuation of the Property, including all financial statements, accounting records, leases, contracts, agreements, insurance policies, reports and other documents germane to the operation of the Property (collectively, the “**File Documents**”).

10. **THIS COURT ORDERS** that immediately following DBI’s receipt of the Trust Funds and the File Documents, Deloitte shall file the Discharge Certificate.

11. **THIS COURT ORDERS** that any funds which may be received hereafter by Deloitte in connection with its administration of the Property, including, without limitation, any HST refunds, shall be paid forthwith to DBI.

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

---

**SCHEDULE "A"****THE PROPERTY**

*PIN* 51078-0317 LT

*Description* LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

*Address* 249 ONTARIO ST  
PORT HOPE

Schedule "B"

Court File No. CV-21-00656098-00CL

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

**IN THE MATTER OF SECTION 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**

|                |   |                                 |
|----------------|---|---------------------------------|
| THE HONOURABLE | ) | WEDNESDAY, THE 26 <sup>th</sup> |
|                | ) |                                 |
| JUSTICE        | ) | DAY OF MARCH, 2025              |

B E T W E E N:

**ADDENDA CAPITAL INC.**

Applicant

and

**249 ONTARIO STREET HOLDINGS INC.,**  
**GROSS PROPERTIES INC.**  
**and 2413667 ONTARIO INC.**

Respondents

**ORDER**  
**(Appointing Receiver)**

THIS APPLICATION made by the Applicant Addenda Capital Inc. (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 Bricks Damiani Inc., as receiver and manager (in such capacities, the "Receiver"), without security, of all of the assets, undertakings and properties of the Respondents (collectively, the "Debtors") acquired for, or used in relation to a business carried

on by the Debtors, including the lands and premises legally described in Schedule “A” hereto and all proceeds thereof, was heard this day by Zoom videoconference.

ON READING the Affidavit of Ardi Pradana sworn March 21, 2025, and the exhibits thereto, and the consent of Bricks Damiani Inc. to act as the Receiver, and on hearing the submissions of counsel for the Applicant, no one else on the service list appearing, although served, as appears from the Affidavit of Service of Janet Nairne sworn March 21, 2025, filed,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Bricks Damiani Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including and without in any way limiting the generality of the foregoing, the lands and premises legally described in Schedule “A” hereto, and all proceeds thereof (collectively, the “Property”).

### **RECEIVER’S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of any property of the Debtors 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 construction managers, project managers, trades, contractors, subcontractors, consultants, appraisers, agents, real estate brokers, trades, engineers quantity surveyors, 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 undertake any renovations and make any repairs to the Property necessary to ensure the Property is well maintained and rentable and is in compliance with the applicable laws and building codes;
- (f) to market available rental units, enter into new rental agreements or renew expiring rental agreements where applicable;
- (g) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtors thereon;
- (h) 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;
- (i) 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;
- (j) to settle, extend or compromise any indebtedness owing to the Debtors;
- (k) 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;
- (l) 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;

- (m) 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;
- (n) with the approval of this Court, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, in which case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, and section 31 of the Ontario *Mortgages Act*, shall not be required;
- (o) 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;
- (p) 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;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (r) 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;
- (s) 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;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (u) to assign any of the Debtors into bankruptcy; and
- (v) 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) the Debtors, (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) Deloitte Restructuring Inc. in its former capacity as interim receiver of certain the Property ("Deloitte") and (iv) 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 or to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of

the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

8. 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**

9. 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: (a) obligations with respect to any contracts, agreements, policies and other obligations entered into by Deloitte in its former capacity as interim receiver in relation to certain of the Property (the “Assignable Obligations”) that may be assigned to the Receiver in order that the Receiver may satisfy the Assignable Obligations in the ordinary course; and (b) “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 is 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**

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

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons, having oral or written agreements with the Debtors, or with Deloitte in its former capacity as interim receiver in relation to certain of the Property, or

statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the 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**

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

13. 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**

14. 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**

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

**LIMITATION ON THE RECEIVER’S LIABILITY**

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

**RECEIVER'S ACCOUNTS**

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

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

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

**FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider

necessary or desirable, provided that the outstanding principal amount does not exceed \$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.

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

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

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



**SERVICE AND NOTICE**

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

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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.

**GENERAL**

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

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

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

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

30. THIS COURT ORDERS that the Applicant shall have its costs of this motion, 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' estates with such priority, at such time and at time as this Court may determine.

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

32. THIS COURT ORDERS that notwithstanding the engagement of Dickinson Wright LLP as counsel for the Applicant, the Receiver may engage Dickinson Wright LLP as its legal counsel in respect of matters where there is no conflict of interest. The Receiver shall, however, engage independent legal counsel in respect of any matter where a conflict of interest arises.

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

---

**SCHEDULE "A"****THE PROPERTY**

*PIN* 51078-0317 LT

*Description* LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

*Address* 249 ONTARIO ST  
PORT HOPE

## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. ●

AMOUNT \$ ●

1. THIS IS TO CERTIFY that Bricks Damiani Inc., the receiver (the "Receiver") of the assets, undertakings and properties of the Respondents (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ● day of ●, ● (the "Order") made in an application having Court file number ●, 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 monthly not in advance on the ● day of each month after the date hereof at a notional rate per annum equal to the rate of ● per cent above the prime commercial lending rate of Bank of ● from time to time.

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ●, day of ●, ●.

BRICKS DAMIANI INC., solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

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

Name:

Title:

**ADDENDA CAPITAL INC.**  
Applicant

-and-

**249 ONTARIO STREET HOLDINGS INC. et al.**  
Respondents

Court File No. CV-21-00656098-00CL

|  |  |
|--|--|
| <b>ONTARIO</b><br><b>SUPERIOR COURT OF JUSTICE</b><br><b>COMMERCIAL LIST</b><br><br>PROCEEDING COMMENCED AT<br><b>TORONTO</b>  |  |
| <b>ORDER</b><br>(Appointing Receiver)  |  |
| <b>DICKINSON WRIGHT LLP</b><br>Barristers & Solicitors<br>199 Bay Street<br>Suite 2200, P.O. Box 447<br>Commerce Court Postal Station<br>Toronto, Ontario, M5L 1G4<br><br><b>DAVID P. PREGER (36870L)</b><br>Email: <a href="mailto:dpreger@dickinsonwright.com">dpreger@dickinsonwright.com</a><br>Tel: (416) 646-4606<br><br><b>TALYA R. BERTLER (90315H)</b><br>Email: <a href="mailto:tbertler@dickinsonwright.com">tbertler@dickinsonwright.com</a><br>Tel: (416) 777-2394<br><br>Lawyers for the Applicant |  |

**ADDENDA CAPITAL INC.**  
Applicant

-and-

**249 ONTARIO STREET HOLDINGS INC.et al.**  
Respondents

Court File No. CV-21-00656098-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION**

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**DAVID P. PREGER (36870L)**

Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)  
Tel: (416) 646-4606

**TALYA R. BERTLER (90315H)**

Email: [tbertler@dickinsonwright.com](mailto:tbertler@dickinsonwright.com)  
Tel: (416) 777-2394

Lawyers for the Applicants



# TAB 2

Court File No. CV-21-00656098-00CL

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

**IN THE MATTER OF SECTION 47(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

**BETWEEN:**

**ADDENDA CAPITAL INC.**

**Applicant**

**and**

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
& 2413667 ONTARIO INC.**

**Respondents**

**SECOND AND FINAL REPORT OF THE INTERIM RECEIVER**

**DATED MARCH 21, 2025**

## TABLE OF CONTENTS

|  |    |
|--|----|
| INTRODUCTION .....                                 | 3  |
| PURPOSE OF THIS REPORT.....                        | 5  |
| TERMS OF REFERENCE .....                           | 5  |
| INTERIM RECEIVER’S BORROWINGS.....                 | 7  |
| REQUEST FOR APPROVAL OF FEES & DISBURSEMENTS ..... | 8  |
| FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS..... | 9  |
| TRANSITION TO BRICKS DAMIANI INC. ....             | 10 |
| REQUESTED RELIEF .....                             | 10 |
| RECOMMENDATION .....                               | 11 |

## APPENDICES

|                     |   |
|---------------------|---|
| <b>APPENDIX “A”</b> | Interim Receivership Order Dated March 9, 2021              |
| <b>APPENDIX “B”</b> | Amended Interim Receivership Order Dated April 7, 2021      |
| <b>APPENDIX “C”</b> | First Report of the Interim Receiver Dated April 1, 2021    |
| <b>APPENDIX “D”</b> | Fee Affidavit of Ms. Catherine Hristow sworn March 21, 2025 |
| <b>APPENDIX “E”</b> | Fee Affidavit of Mr. David Preger sworn March 21, 2025      |
| <b>APPENDIX “F”</b> | Fee Affidavit of Mr. Chad Kopach sworn March 18, 2025       |
| <b>APPENDIX “G”</b> | Statement of Receipts and Disbursements to March 7, 2025    |
| <b>APPENDIX “H”</b> | Interim Receiver’s Discharge Certificate                    |

## INTRODUCTION

1. This second and final report (the “**Final Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as the interim receiver (in such capacity, the “**Interim Receiver**”) of certain real property held by 249 Ontario Street Holdings Inc. (“**Holdings**”) municipally known as 249 Ontario Street, Port Hope, Ontario (the “**Property**”).
2. Holdings is the registered owner and nominee of the Property for Gross Properties Inc. (“**GPI**”) as to an 80% interest, and 2413667 Ontario Inc. (“**241**”) as to a 20% interest (Holdings, 249 and GPI are collectively referred to as the “**Debtors**”).
3. The Property is a two-storey building consisting of approximately 26,100 square feet, divided into 23 units, including a pharmacy occupying approximately 2,395 square feet on the ground floor.
4. On February 2, 2021, Addenda Capital Inc. (“**Addenda**”), the Debtors’ senior secured creditor, made an application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Appointment Order**”) to appoint Deloitte as the Interim Receiver (the “**Interim Receivership Proceedings**”). As of February 1, 2021, the Debtors owed Addenda the principal amount of \$4,950,337.58, with interest and costs continuing to accrue. The total owing under the Loan was \$6,804,106.00 as of March 7, 2025, with *per diem* interest of \$625.84.
5. On March 9, 2021, the Court issued an order (the “**Interim Receivership Order**”) pursuant to section 47(1) of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended (the “**BIA**”), appointing Deloitte as the Interim Receiver of the Property. A copy of the Interim Receivership Order is attached hereto as **Appendix “A”**.
6. On April 7, 2021, pursuant to a motion brought by the Interim Receiver, the Court issued an order (the “**Amended Interim Receivership Order**”), which made, among other things, the following amendments to the Interim Receivership Order:
  - (a) extending the status and mandate of the Interim Receiver until further order of the Court;

- (b) approving the activities and proposed activities of the Interim Receiver outlined in the Interim Receiver's first report to the Court (the "**First Report**"); and
  - (c) approving the Property Management Agreement (as defined in the First Report) entered into by the Interim Receiver with Prime Real Estate Group Inc. ("**Prime**").
- 7. A copy of the Amended Interim Receivership Order is attached hereto as **Appendix "B"**. A copy of the First Report is attached hereto as **Appendix "C"**, without appendices.
- 8. Each of the Debtors were incorporated under the *Business Corporations Act (Ontario)*. The primary purpose of the Interim Receivership Proceedings was to stabilize the operation of the Property for the long-term benefit of all of the Debtors' stakeholders.
- 9. The powers of the Interim Receiver under the Amended Interim Receivership Order did not include the power to sell the Property. As the percentage occupancy increased from approximately 43% as at the date of the Appointment Order, to approximately 55% as at December 31, 2024, Addenda is desirous of listing the Property for sale
- 10. Addenda will shortly be seeking the appointment of a receiver to realize on the Property; accordingly, the Interim Receiver is seeking its discharge, so that a receiver can be appointed.
- 11. Addenda has advised the Interim Receiver that it wishes to appoint Bricks Damiani Inc. as receiver (the "**Proposed Receiver**") of the Property, which will be a separate appointment in this proceeding. Accordingly, the Interim Receiver is seeking an order from the Court for its discharge as Interim Receiver (the "**Interim Receivership Discharge Order**").
- 12. This Final Report should be read in conjunction with the affidavit of Mr. Savvas Pallaris sworn on February 1, 2021 (the "**Pallaris Affidavit**"), filed in support of Addenda's application for the Interim Receivership Order, together with the First Report filed in support of the Amended Interim Receivership Order. To avoid unnecessary duplication, certain information contained in the Pallaris Affidavit and the First Report has not been included herein.

13. The Appointment Order and the Amended Interim Receivership Order, together with related Court documents, and the Notice and Statement of the Receiver issued pursuant to sections 245 and 246 of the BIA are posted on the Interim Receiver's website at [www.insolvencies.deloitte.ca/en-ca/249OntarioStreetHoldingsInc](http://www.insolvencies.deloitte.ca/en-ca/249OntarioStreetHoldingsInc).

## PURPOSE OF THIS REPORT

14. The purpose of this Final Report filed in connection with the Interim Receiver's discharge motion is to:
  - (a) provide the Court with an update on the activities of the Interim Receiver since the date of the First Report;
  - (b) seek the Court's approval of the statement of receipts and disbursements for the period from March 9, 2021, to March 7, 2025;
  - (c) seek Court approval of the Interim Receiver's activities and professional fees, including those of the Applicant's counsel, Dickinson Wright LLP ("**DW**"), and of the Interim Receiver's counsel, Blaney McMurtry LLP ("**Blaney**"), since February 1, 2021; and
  - (d) seek the Court's approval of the Interim Receiver's discharge subject to the filing of a certificate with the Court (the "**Certificate**").

## TERMS OF REFERENCE

15. In preparing this Final Report, the Interim Receiver has reviewed unaudited financial information, and other records related to the Property that have been provided by Prime (the property manager), and information provided by third-party sources (collectively, the "**Information**"). Except as described in this Final Report:
  - (a) the Interim Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Interim Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply

with Canadian Auditing Standards (“CAS”) pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Interim Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

- (b) the Interim Receiver has prepared this Final Report in its capacity as a Court-appointed officer to support the Court’s approval of the relief being sought by the Interim Receiver. Parties using the Final Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
16. Unless otherwise stated, all dollar amounts contained in the Final Report are expressed in Canadian dollars.
  17. Unless otherwise provided, all other capitalized terms not otherwise defined in this Final Report are as defined in the Interim Receivership Order and/or the Amended Interim Receivership Order.
  18. The Interim Receiver has sought the advice of DW, counsel to the Applicant, Addenda, for general legal matters that have arisen during the Interim Receivership Proceedings. Where the Interim Receiver has required independent legal advice, the Interim Receiver has sought the counsel of Blaney.

#### **THE INTERIM RECEIVER’S ACTIVITIES SINCE THE FIRST REPORT**

19. Following its appointment, the Interim Receiver did not have any contact with or from the Debtors. However, because Prime was the Debtors’ property manager prior to the Interim Receiver’s appointment, the transition of the Property to the Interim Receiver was relatively smooth.
20. Since the date of the First Report, the Interim Receiver has undertaken the following activities:
  - (a) routinely attended the Property;
  - (b) reviewed and responded to inquiries from creditors;

- (c) provided status updates on the progress of the Interim Receivership Proceedings to Addenda;
- (d) continued to collect rents through Prime;
- (e) reviewed and revised leases and dealt with legal counsel on same;
- (f) obtained a building condition audit;
- (g) regularly communicated with the insurance broker regarding extension of insurance on the Property;
- (h) obtained new insurance on the Property when the broker advised that the former insurer was exiting the middle coverage market;
- (i) had ongoing communications with leasing agent on proposed new tenants and repairs required to the Property;
- (j) sought approvals from Addenda to undertake repairs and maintenance on the building at the Property, such as the parking lot, masonry work, roof work and replacement of the tiles and the front doors on the main floor;
- (k) prepared and filed section 246 notices with the Office of the Superintendent of Bankruptcy;
- (l) reviewed HST filings;
- (m) reviewed and signed cheques;
- (n) dealt with legal counsel on a tenant matter including reviewing proposed settlement agreement, negotiations and final settlement of same;
- (o) addressed additional matters as they arose from time to time; and
- (p) prepared this Final Report.

## **INTERIM RECEIVER'S BORROWINGS**

21. Pursuant to paragraph 9 of the Interim Receivership Order, the Interim Receiver was "at liberty and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding



principal amount does not exceed \$500,000.00 ( or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of times as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the [Interim] Receiver by this Order including interim expenditures.”

22. On or about October 20, 2021, the Interim Receiver issued Receiver Certificate Number 1 to Addenda in the amount of \$250,000.00 to fund roof and other expenditures which were approved by Addenda.
23. On or about December 6, 2023, the Interim Receiver repaid Receiver Certificate Number 1 in the amount of \$250,000.00 plus interest of \$41,229.88 for a total of \$291,229.88. No further borrowings have been required.

#### **REQUEST FOR APPROVAL OF FEES & DISBURSEMENTS**

24. The Interim Receiver, its counsel DW, and its independent counsel Blaney, have maintained detailed records of their professional time and costs since prior to the date of the Interim Receivership Order.
25. The total fees of the Interim Receiver during the period from March 9, 2021, to February 28, 2025, amount to \$281,886.00, together with expenses in the amount of \$1,418.45, and Harmonized Sales Tax (“**HST**”) in the amount of \$36,829.61 for a total of \$320,134.06 (collectively, the “**Deloitte Accounts**”). The Deloitte Accounts have been particularly described in the Affidavit of Ms. Catherine Hristow sworn March 21, 2025 (the “**Hristow Affidavit**”) and attached hereto as **Appendix “D”**.
26. The total fees of DW, in its capacity as counsel to the Interim Receiver, during the period from April 1, 2021, to March 20, 2025 amount to \$63,446.50, together with disbursements in the sum of \$157.95, and HST in the amount of \$8,268.58 for a total of \$71,873.03 (collectively, the “**DW Accounts**”). The DW Accounts have been particularly described in the Affidavit of Mr. David Preger sworn March 21, 2025 (the “**Preger Affidavit**”). The Preger Affidavit is attached hereto as **Appendix “E”**. Additional fees and disbursements of DW necessary to complete the Interim Receiver’s discharge will be approximately

\$25,402.96, including HST (the “**DW Fee Accrual**”). Such accrual includes DW’s invoice issued on March 21, 2025, in the amount of \$19,652.96, but not yet paid. Note that DW submitted its invoices directly to Addenda, who paid those invoices and added them to the indebtedness of the Debtors.

27. The total fees of Blaney, in its capacity as independent counsel the Interim Receiver, during the period from February 1, 2021, to January 31, 2022, amount to \$5,390.00, together with expenses and disbursements in the sum of \$117.85, and HST in the amount of \$706.26, totalling \$6,214.11 (collectively, the “**Blaney Accounts**”). The Blaney Accounts have been particularly described in the Affidavit of Mr. Chad Kopach sworn March 18, 2025 (the “**Kopach Affidavit**”). The Kopach Affidavit is attached hereto as **Appendix “F”**. Additional fees and disbursements of Blaney necessary to complete the Interim Receiver’s discharge will be approximately \$5,350.00, including HST (the “**Blaney Fee Accrual**”).
28. The Interim Receiver is of the view that fees and disbursements of its legal counsel are reasonable. The Interim Receiver’s fees and disbursements, as well as those of its legal counsel, have been presented to Addenda, and it has no objections or concerns with the fees presented. The Interim receiver is therefore currently seeking the approval of the Court of (i) the Deloitte Accounts, (ii) the DW Accounts, and (iii) the Blaney Accounts, as described in this Final Report.
29. Provided there is no opposition to the relief sought to the Interim Receivership Discharge Order, and that such relief is granted, the Interim Receiver estimates that the additional Interim Receiver fees and disbursements (other than the legal fees) noted above necessary to complete its discharge will be approximately \$36,160.00, including HST (the “**Deloitte Fee Accrual**”). Such accrual includes the Interim Receiver’s invoice issued on March 20, 2025, in the amount of \$13,501.22, but not yet paid.

## **FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS**

30. Attached as **Appendix “G”** to this Final Report is the Statement of Receipts and Disbursements for the Interim Receivership Proceedings period from March 9, 2021, to March 7, 2025. Since March 7, 2025, there have been ongoing receipts and disbursements

with respect to the management of the Property which will continue until the appointment of Bricks Damiani Inc. as Receiver of the Property. As some of the rent deposits are via EFT, the Interim Receiver's account will need to stay open until those tenants make arrangements with Bricks Damiani Inc. and for outstanding cheques to clear. Expected future disbursements, including the payment of the fees and costs disclosed further below, are estimated to be approximately \$50,000.00 for management of the Property, the Deloitte Fee Accrual of \$36,160.00, the DW Fee Accrual of \$25,402.96 and the Blaney Fee Accrual of \$5,350.00, for a total of \$116,912.96.

#### **TRANSITION TO BRICKS DAMIANI INC.**

31. As noted above, the Interim Receiver understands that concurrent with the termination of the interim receivership and discharge of the Interim Receiver, Addenda will be seeking the appointment of the Proposed Receiver with a mandate to market and sell the Property. The Interim Receiver has certain outstanding liabilities and obligations with respect to the operation of the Property in connection with these proceedings. In order to facilitate a smooth transition of the operations of the Property to the Proposed Receiver, the Interim Receiver proposes that the contracts, agreements, policies and other obligations entered into by the Interim Receiver in its capacity as Interim Receiver be assigned to the Proposed Interim Receiver, who can satisfy those obligations in the normal course. The Interim Receiver understands that Addenda and the Proposed Receiver are in agreement with this proposed course of action.

#### **REQUESTED RELIEF**

32. The Interim Receiver is now seeking its discharge from the Court. The Interim Receiver requests that the Court grant such discharge, which will be conditional upon the Interim Receiver filing the Certificate certifying that all remaining activities of the Interim Receiver have been satisfactorily completed and releasing the Interim Receiver from liability for its actions while acting in such capacity, save and except for the Interim Receiver's gross negligence or willful misconduct.
33. The Interim Receiver also seeks Court approval of:

- (a) the Deloitte Accounts;
- (b) the DW Accounts;
- (c) the Blaney Accounts; and
- (d) the activities of the Interim Receiver as described in this Final Report.

## RECOMMENDATION


34. For the reasons set out above, the Interim Receiver respectfully requests that the Court approve the Interim Receiver's request for an Order:

- (a) approving this Final Report and the activities of the Interim Receiver, including steps taken in dealing with the Property, as prescribed in this Final Report; the Interim Receiver's activities since the First Report;
- (b) approving the fees and disbursements of the Interim Receiver as set out in **Appendix "D"**;
- (c) approving the fees and disbursements of Addenda's counsel, and the Interim Receiver's counsel, Dickinson Wright, as set out in **Appendix "E"**;
- (d) approving the fees and disbursements of the Interim Receiver's independent counsel, Blaney, as set out in **Appendix "F"**;
- (e) approving the Interim Receiver's statement of receipts and disbursements, as set out in **Appendix "G"**; and
- (f) discharging the Interim Receiver upon the Interim Receiver filing the Certificate with the Court, as set out in **Appendix "H"**.

All of which is respectfully submitted this 21st day of March, 2025.

**Deloitte Restructuring Inc.**

Solely in its capacity as the Court-appointed  
Interim Receiver of certain real property held  
By 249 Ontario Street Holdings Inc., and  
without personal or corporate liability

Per:   
\_\_\_\_\_  
Catherine Hristow, CPA, CMA, CIRP, LIT  
*Senior Vice-President*

## Appendix A

Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 47(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

|                  |   |                    |
|------------------|---|--------------------|
| THE HONOURABLE   | ) | TUESDAY, THE 9TH   |
|                  | ) |                    |
| JUSTICE CAVANAGH | ) | DAY OF MARCH, 2021 |

B E T W E E N:

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**APPOINTMENT ORDER  
(Interim Receiver)**

**THIS APPLICATION** made by Addenda Capital Inc. (the “**Applicant**”) for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the “**BIA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as interim receiver of certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner and

- 2 -

nominee for the Respondent Gross Properties Inc., as to an 80% interest, and the Respondent 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario and legally described in Schedule “A” hereto (the “**Property**”), was heard this day by Zoom videoconference due to the Covid-19 pandemic.

**ON READING** the Affidavit of Savvas Pallaris sworn February 1, 2021 and the Exhibits thereto, the Supplementary Affidavit of Savvas Pallaris sworn March 5, 2021, the Factum of the Applicant, and on reading the Consent of Deloitte to act as the interim receiver and hearing submissions of Counsel for the Applicant,

### **SERVICE**

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

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 471) of the *BIA*, Deloitte is hereby appointed interim receiver (in such capacity, the “**Receiver**”) of the Property.

### **RECEIVER’S POWERS**

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

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



- 3 -

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

- (c) to engage to engage contractors, tradespersons, quantity surveyors, consultants, appraisers, agents, experts, auditors, accountants, managers, including a property manager, 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;
- (d) to undertake any renovations and make any repairs to the Property necessary to ensure the Property is well maintained and rentable and is in compliance with the applicable laws and building codes;
- (e) to market available rental units, enter into new rental agreements or renew expiring rental agreements where applicable;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents in respect of the Property and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents in respect of the Property;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property and to settle or compromise any such proceedings, and 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;

- 4 -

- (i) 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;
- (j) to register a copy of this Order against title to the Property;
- (k) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority in respect of the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- (l) 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 Respondents, and without interference from any other Person.

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

4. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their 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 aspect(s) or portion(s) of the 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 -

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

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

- 6 -

the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Respondents in relation to the Property or against 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 Respondents in relation to the Property or against the Property are hereby stayed and suspended pending further Order of this Court.

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

9. **THIS COURT ORDERS** that all rights and remedies against the Respondents, 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 Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents 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**

- 7 -

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

#### **CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Respondents 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 Respondents in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

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

13. **THIS COURT ORDERS** that all employees of the Respondents shall remain the employees of the Respondents until such time as the Receiver, on the Respondents' 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*.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

14. **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**

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

#### **RECEIVER'S ACCOUNTS**

16. **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*.

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

18. **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**

19. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

20. **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.

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

22. **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**

23. **THIS COURT ORDERS** that the service of documents shall be made by way of an HTML link to the documents as posted by the serving party on either the Case Website (set out below) or if time does not permit, on the serving party's own website, or as a PDF attachment where the party serving the documents is unable to create an HTML link, with HTML Links to the website for cross-referenced documents already posted there (the "**Protocol**"), and such service 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*, 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 '<[www.insolvencies.deloitte.ca/en-ca/](http://www.insolvencies.deloitte.ca/en-ca/)>'. .

24. **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 Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

### **GENERAL**

- 12 -

25. **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, and shall come back before this Court on April 7, 2021 to report on the Property.
26. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.
27. **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.
28. **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.
29. **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 Respondents' estates, with such priority and at such time as this Court may determine.

- 13 -

30. **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.

31. **THIS COURT ORDERS** that notwithstanding the commencement of the within Application and the appointment of the Receiver, the Applicant shall be deemed to be protecting its security, shall not be deemed to have resorted to realizing upon its security over the Property, and the equitable right of redemption in respect of the Applicant's mortgage over the Property shall not be triggered.



Digitally signed by  
Peter Cavanagh

---

- 14 -

**SCHEDULE "A"****THE PROPERTY**

*PIN* 51078-0317 LT

*Description* LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

*Address* 249 ONTARIO ST  
PORT HOPE

- 15 -

**SCHEDULE "B"****RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the interim receiver (the "**Receiver**") of certain property held by 249 Ontario Street Holdings Inc., as registered owner and nominee for Gross Properties Inc., as to an 80% interest, and 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario (the "**Property**"), pursuant to the Appointment Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 9th day of March, 2021 (the "**Order**") made in an application having Court file number CV-21-00656098-00CL, 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 monthly not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of two per cent above the prime commercial lending rate of Royal Bank of Canada 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

- 16 -

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 \_\_\_\_\_, 2021.

DELOITTE RESTRUCTURING INC., solely in  
its capacity as Receiver of the Property, and not  
in its personal or corporate capacity

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

Name:

Title:

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

Name:

Title:

**ADDENDA CAPITAL INC.**  
Applicant

-and-  
Respondents

**249 ONTARIO STREET HOLDINGS INC., et al**

Court File No. CV-21-00656098-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**APPOINTMENT ORDER**

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**David P. Preger (36870L)**

Tel: (416) 646-4606

Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)

**Dylan E. Augruso (72125G)**

Tel: 416-777-2406

Email: [daugruso@dickinsonwright.com](mailto:daugruso@dickinsonwright.com)

Lawyers for the Applicant

## Appendix B



Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 47(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED**

|                  |   |                                |
|------------------|---|--------------------------------|
| THE HONOURABLE   | ) | WEDNESDAY, THE 7 <sup>th</sup> |
|                  | ) |                                |
| JUSTICE CAVANAGH | ) | DAY OF APRIL, 2021             |

B E T W E E N:

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**ORDER**

**THIS MOTION**, made by Deloitte Restructuring Inc. in its capacity as the interim receiver and manager (the “**Receiver**”) of certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner and nominee for the Respondent Gross Properties Inc., as to an 80% interest, and the Respondent 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario and legally described in Schedule “A” hereto (the “**Property**”), was heard this day by Zoom videoconference due to the Covid-19 pandemic.

**ON READING** the First Report of the Receiver dated April 1, 2021 (the “**First Report**”) and on hearing the submissions of the Receiver, no one appearing for anyone else on the service list, although properly served, as appears from the Affidavit of Janet Nairne sworn April 1, 2021, filed,

### **SERVICE**

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Receiver’s Notice of Motion and Motion Record, including the First Report, is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.

### **RECEIVER’S ACTIVITIES**

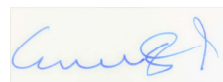
2. **THIS COURT ORDERS AND DECLARES** that the activities and proposed activities of the Receiver described in the First Report, including, without limitation, the Receiver entering into the Property Management Agreement with Prime Real Estate Group Inc. dated April 1, 2021, are hereby approved.

### **APPOINTMENT**

3. **THIS COURT ORDERS AND DECLARES** that the status and mandate of the Receiver pursuant to the Appointment Order of the Honourable Mr. Justice Cavanagh dated March 9, 2021 (the “**Appointment Order**”), is hereby extended on the same terms set out in the Appointment Order until further order and direction of this Court.

### **CONTINUING EFFECT OF APPOINTMENT ORDER**

4. **THIS COURT ORDERS** that except as otherwise varied and amended by this Order, all other terms of the Appointment Order shall remain in full force and effect.



Digitally signed by  
Peter Cavanagh

---

**SCHEDULE "A"****THE PROPERTY**

*PIN* 51078-0317 LT

*Description* LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

*Address* 249 ONTARIO ST  
PORT HOPE

**ADDENDA CAPITAL INC.**  
Applicant

-and-

**249 ONTARIO STREET HOLDINGS INC., et al**  
Respondents

Court File No. CV-21-00656098-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**David P. Preger (36870L)**

Tel: (416) 646-4606  
Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)

**Dylan E. Augruso (72125G)**

Tel: 416-777-2406  
Email: [daugruso@dickinsonwright.com](mailto:daugruso@dickinsonwright.com)

Lawyers for the Applicant

## Appendix C

Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**ADDENDA CAPITAL INC.**

Applicant

and

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

---

---

**FIRST REPORT OF THE INTERIM RECEIVER**

---

---

**DATED APRIL 1, 2021**

## TABLE OF CONTENTS

|   |    |
|---|----|
| INTRODUCTION .....  | 2  |
| PURPOSE OF REPORT.....  | 3  |
| TERMS OF REFERENCE .....  | 3  |
| BACKGROUND .....  | 4  |
| RECEIVER’S ACTIVITIES TO DATE .....   | 5  |
| CURRENT LEASING STATUS OF THE PROPERTY AND THE RECEIVER’S INTENDED<br>COURSE OF ACTION..... | 7  |
| PROPERTY MANAGEMENT AGREEMENT.....  | 8  |
| RECEIVER’S REQUESTS .....   | 10 |

## APPENDICES

- A** Appointment Order of Justice Cavanagh of the Ontario Superior Court of Justice dated March 9, 2021
- B** Notice and Statement of Receiver dated March 17, 2021
- C** Property Management Agreement between the Receiver and Prime Real Estate Group Inc. dated April 1, 2021

## INTRODUCTION

1. By Order of Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 9, 2021 (the “**Appointment Order**”), Deloitte Restructuring Inc. was appointed as the interim receiver (the “**Receiver**”) of certain real property held by 249 Ontario Street Holdings Inc. (the “**Company**”), as registered owner and nominee for Gross Properties Inc. (“**Gross Properties**”) and 2413677 Ontario Inc., municipally known as 249 Ontario Street, in Port Hope, Ontario (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The Appointment Order authorizes the Receiver to, among other things:
  - (a) 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) engage contractors, tradespersons, quantity surveyors, consultants, appraisers, agents, experts, auditors, accountants, managers, including a property manager, 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;
  - (c) undertake any renovations and make any repairs to the Property necessary to ensure the Property is well maintained and rentable and is in compliance with the applicable laws and building codes; and
  - (d) market available rental units, enter into new rental agreements or renew expiring rental agreements where applicable.
3. The Appointment Order, together with this report and other key documents have been posted on the Receiver’s website at [www.insolvencies.deloitte.ca/en-ca/249OntarioStreetHoldingsInc](http://www.insolvencies.deloitte.ca/en-ca/249OntarioStreetHoldingsInc).
4. Section 47(1)(c) of the *Bankruptcy and Insolvency Act* (“**BIA**”) provides that an interim receiver is to be appointed until the earliest of:



- (a) the taking of possession by a receiver, within the meaning of subsection 243(2), of the debtor's property over which the interim receiver was appointed,
  - (b) the taking of possession by a trustee of the debtor's property over which the interim receiver was appointed, and
  - (c) the expiry of 30 days after the day on which the interim receiver was appointed or of any period specified by the court.
5. The 30-day period is set to expire on April 8, 2021. The Applicant, Addenda Capital Inc. ("**Addenda**"), has advised the Receiver that it supports the interim receivership being extended until further order of this court.

## PURPOSE OF REPORT

6. The purpose of this first report of the Receiver (the "**First Report**") is to:
- (a) provide the Court with information on the current status of the Property;
  - (b) provide the Court with a description of the Receiver's activities to date in dealing with the numerous issues related to the Property;
  - (c) provide the Court with the evidentiary basis to make an order:
    - (i) extending the interim receivership until further order of this Court;
    - (ii) approving the activities of the Receiver as described in this First Report.

## TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has reviewed unaudited financial information and other records related to the Property provided by Prime Real Estate Group Inc. ("**Prime**"), information provided by third-party sources, and has held discussions with individuals involved in administering the Property (including the building superintendent) (collectively, the "**Information**"). Except as described in this report:

- (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
  - (b) the Receiver has prepared this First Report in its capacity as a Court-appointed officer to support the Court’s approval of an extension to the expiry date of the interim receivership, and the other relief being sought. Parties using this report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
8. Unless otherwise stated, all dollar amounts contained in this First Report are expressed in Canadian dollars.
  9. Unless otherwise provided, all other capitalized terms not otherwise defined in this First Report are as defined in the Appointment Order.
  10. The Receiver has sought the advice of Dickinson Wright LLP (“DW”), counsel to the Applicant, for general legal matters that have arisen in respect of the interim receivership. Where the Receiver has required independent legal advice, the Receiver has sought the counsel of Blaney McMurtry LLP (“Blaneys”).

## BACKGROUND

11. The Property is approximately 2.08 acres in size fronting onto Ontario Street in Port Hope. The building on the Property, known as the Port Hope Medical Centre, is two storeys in height consisting of approximately 26,100 square feet of leasable space with 10 suites located on the first floor and 13 suites located on the second floor. The building was constructed in two phases, with the original east portion of the building constructed in approximately 1974 while a west side addition was built in 1991. Tenants consist of a Shoppers Drug Mart

pharmacy on the first floor, a Dynacare lab, a diagnostic imaging centre, a dental practice and various other medical professionals.

12. As at the date of the Appointment Order, the building was 43% occupied.
13. As set out in the Application Record dated February 2, 2021, due to both monetary and non-monetary defaults, including the failure by the Company to make significant property tax and certain utility payments, Addenda (which holds the first mortgage over the Property) applied to the Court for the appointment of an interim receiver in order to stabilize the operations of the Property, actively re-let the vacant space, including funding such repairs or leasehold improvements as may be necessary to re-let the vacant space, and collect and account for rents.

#### **RECEIVER'S ACTIVITIES TO DATE**

14. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
  - (a) Attended at the Property to inspect the building, including its common areas, vacant units, service rooms, outside grounds, areas of access, etc., to assess the condition of the Property and ensure the Property was reasonably secure. As a result of this review, the Receiver determined that it was not necessary nor appropriate to change the locks on the access doors;
  - (b) Ensured that the Property was adequately insured. The Receiver obtained a copy of the current insurance policy for the Property and provided it to its insurer who advised that the coverages were sufficient and appropriate in the circumstances. As a result, the Receiver contacted the broker for the current policy and requested that the insurer add the Receiver as an additional insured on the policy. The insurer complied with the Receiver's request;
  - (c) Contacted Prime to request access to all books and records related to the Property. Prime has provided all of the information requested, including rent rolls, tenant contact

- information, tenant leases, accounts payable listings, banking information, service contracts and insurance coverage details;
- (d) Contacted The Toronto-Dominion Bank (“TD”) to advise them to freeze the Company’s bank account, to not permit any more disbursements from the account but to allow deposits until further notice, and to forward copies of bank statements to the Receiver. TD complied with Receiver’s request and advised that approximately \$86,000 remained in the account. The Receiver has requested that those funds be forwarded to it and awaits receipt;
  - (e) Wrote to each of the tenants advising of the interim receivership, the Receiver’s mandate, and where to direct future rent payments;
  - (f) Contacted the utility providers for the Property to advise of the interim receivership and to set up new accounts;
  - (g) Contacted four property managers, including the incumbent manager, to solicit proposals to act as manager for the Property. The Receiver received three proposals, and as set out below, has elected to continue to use Prime as property manager under a new property management agreement;
  - (h) Established a bank account in the Receiver’s name which is the Receiver’s trust account. The Receiver is in the process of establishing a second account which will operate as the property management account for the operation of the Property into which rent payments are deposited and property-related disbursements are paid. The Receiver has/will have sole signing authority over both accounts. The Receiver has not yet had any receipts nor made any disbursements, and, as such, does not at this time have a statement of receipts and disbursements to submit to the Court for approval;
  - (i) Contacted two engineering firms to obtain quotes to conduct a building condition audit which will report on any deficiencies in the building that require rectification. The Receiver is in the process of engaging one of those firms to proceed with the audit;

- (j) Established a webpage on the Receiver's website to post all Court Orders, Receiver's reports and other important documents related to the interim receivership;
- (k) Arranged to register the Appointment Order on title for the Property;
- (l) Issued a Notice and Statement of the Receiver pursuant to subsections 245(1) and 246(1) of the *BIA*. A copy of this notice is attached hereto as **Appendix "B"**;
- (m) Discussed the leasing status of the Property with Prime and another leasing agent to understand the reasons for the level of vacancies at the Property and to determine the appropriate path forward to establish a leasing program to re-let the vacant space as discussed further below;
- (n) Contacted the Canada Revenue Agency to obtain a new HST number for the Receiver;
- (o) Retained Blaneys to act as legal counsel in the event the Receiver requires independent legal advice; and
- (p) Responded to various creditor inquiries.

#### **CURRENT LEASING STATUS OF THE PROPERTY AND THE RECEIVER'S INTENDED COURSE OF ACTION**

15. Based on discussions with Prime, the current property manager, and a review of historic rent rolls, there have been a number of departures from the building since 2017, when the building was approximately 75% occupied, which was the result of retiring medical practitioners who had sold their practice to younger doctors who elected to lease space elsewhere in Port Hope.
16. It would appear that the reason for the high vacancy situation at the Property is the Company's failure to invest in leasehold improvements in the Property to retain those tenants who purchased medical practices in the building and were lured away to newer medical office space as well as attract new tenants. Most of the now vacant units contain dated finishes and will require significant leasehold improvements in order to establish new tenancies.

17. The Receiver is currently in discussions with Prime and a third-party leasing consultant to establish a strategy for attracting new tenants to the Property.

## PROPERTY MANAGEMENT AGREEMENT

18. As discussed above, the Receiver contacted four property management companies with experience in medical office centres to submit proposals to provide property management services at the Property. Three firms submitted proposals while the fourth declined to participate. Of the three proposals received, the Receiver opted to proceed with the proposal from Prime for the following reasons:
  - Prime has been involved with the Property since March 2016 and thus has intimate knowledge of the area, the Property and the tenants;
  - Prime specializes in the healthcare industry and is one of the leaders in Ontario for medical properties, servicing 12 other medical centres across Ontario. The other two firms managed two to three properties each;
  - Prime has recently installed a new manager for the Property who has been well received by the tenants and very responsive to the Receiver's inquiries; and
  - The monthly property management fee was approximately one-half of the other proposals received;
19. Prime disclosed to the Receiver that Gross Capital Inc. ("**Gross Capital**"), a company controlled by the principals of Gross Properties, one of the Respondents which has a beneficial ownership interest in the Property, has a minority ownership interest in Prime. Prime also disclosed that they manage a number of other properties owned by Gross Properties; however, the majority of the properties they manage are for third parties. Prime advises that they operate independently of Gross Capital and that the Respondents have no management oversight or control of Prime. The Receiver is satisfied that Prime is operating independently and that its relationship with Gross Capital or Gross Properties will not impact it carrying out of its duties and responsibilities as property manager of the Property.

20. The Receiver and Prime have entered into a Property Management Agreement (the “**PM Agreement**”) dated as of April 1, 2021, which agreement is subject to Court approval. A copy of the PM Agreement is attached hereto as **Appendix “C”**.
21. The details of the PM Agreement are as follows:
- Term: April 1, 2021 to March 31, 2022, automatically extended for successive one-year terms unless otherwise terminated by other party
  - Key services to be performed include:
    - tenant liaison for the receipt and collection of rents, including the collection of arrears, maintain tenant records and billing of tenants;
    - prepare disbursements for approval and signature by the Receiver;
    - handle all banking and conduct monthly banking reconciliations;
    - supervise and be responsible for all repairs, maintenance, and upkeep of the Property, including compliance with all laws and by-laws;
    - prepare an initial operating budget and cash flow forecast and annual budgets for operations, capital expenditures, leasing and cash flow;
    - prepare monthly reports which include monthly operating statements, accounts receivable reporting; and
    - prepare and file HST returns.
  - Compensation: \$2,000 per month plus HST, plus direct out-of-pocket expenses. Additional fees are applicable for planning, bidding and negotiating contracts and project management of capital repair projects which are to be negotiated.
  - Termination: Either party can terminate the PM Agreement on 30 days’ notice
22. For the reasons set out above, the Receiver is seeking this Court’s approval of the PM Agreement.

**RECEIVER'S REQUESTS**

23. As described above, while the Receiver has taken the initial steps to stabilize the property, there is substantial work to be done to increase occupancy. For these reasons, the Receiver requests that the Court make an Order:
- (a) extending the expiry date of the Interim Receivership until further order of this Court;
  - (b) approving the activities of the Receiver as described in this First Report;
  - (c) approving that the Receiver enter into PM Agreement with Prime; and
  - (d) such further and other relief as counsel may advise and this Honourable Court may permit.

All of which is respectfully submitted at Toronto, Ontario this 1<sup>st</sup> day of April, 2021.

**DELOITTE RESTRUCTURING INC.,**  
solely in its capacity as the Court-appointed  
Interim Receiver of certain real property held  
by 249 Ontario Street Holdings Inc., and  
without personal or corporate liability

Per:



Hartley Bricks, MBA, CPA, CA, CIRP, LIT  
*Senior Vice-President*



## Appendix D

Court File No. CV-21-00656098-00CL

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF THE INTERIM RECEIVERSHIP PROCEEDINGS OF  
249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
& 2413667 ONTARIO INC.**

**AFFIDAVIT OF CATHERINE HRISTOW  
(Sworn March 21, 2025)**

I, **Catherine Hristow**, of the Town of Willow Beach Ontario, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President with Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as interim receiver (the “**Interim Receiver**”) in the interim receivership proceedings (the “**Interim Receivership Proceedings**”) pertaining certain real property held by 249 Ontario Street Holdings Inc. (“**Holdings**”), as registered owner and nominee for Gross Properties Inc. (“**GPI**”), and 2413667 Ontario Inc. (“**241**”), and together with 249 and GPI, the “**Debtors**”), (collectively, the “**Debtors**”) pursuant to an order of the Court dated March 9, 2021 and as such, have knowledge of the matters to hereinafter deposed to.
2. Attached hereto as Exhibit “**A**” is a schedule summarizing each invoice attached hereto in Exhibit “**B**”, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.
3. Attached hereto as Exhibit “**B**”, is a true copy of the invoices issued by Deloitte for fees and disbursements incurred during the Interim Receivership Proceedings between March 9, 2021, and February 28, 2025. The total fees charged by Deloitte during that period were \$281,866.00, plus disbursements of \$1,418.45, plus harmonized sales tax (“**HST**”) in the amount of \$36,829.61 for a total of \$320,134.06.

4. To the best of my knowledge, the rates charged by Deloitte throughout the course of this proceeding are comparable to those charged by other firms in Toronto for the provision of similar services.
5. The hourly billing rates outlined in Exhibit "A" to this affidavit are comparable to the hourly rates charged by Deloitte for services rendered in similar proceedings.
6. I make this affidavit in support of a motion by the Applicants for, amongst other things, approval of the fees and disbursements of the Interim Receiver and its counsel.

**SWORN BEFORE ME** This 21st day of March,  
2025.



A Commissioner for taking Affidavits (*or as may be*)

  
CATHERINE HRISTOW

Todd Jeffrey Ambachtsheer,  
a Commissioner, etc., Province of Ontario,  
for Deloitte LLP and Deloitte Restructuring Inc.  
Expires September 9, 2027.

This is Exhibit "A" referred to in the Affidavit of Catherine Hristow  
sworn March 21, 2025



Todd Jeffrey Ambachtsheer,  
a Commissioner, etc., Province of Ontario,  
for Deloitte LLP and Deloitte Restructuring Inc.  
Expires September 9, 2027.

---

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

## Summary of Invoices

## Exhibit "A"

| Invoice Number | Period                                | Fees              | Disbursements   | HST              | Hours        | Hourly Rate   | Total             |
|----------------|---------------------------------------|-------------------|-----------------|------------------|--------------|---------------|-------------------|
| 8001753189     | March 9, 2021 to April 16, 2021       | 50,412.50         | 177.20          | 6,576.66         | 104.6        | \$ 482        | 57,166.36         |
| 8001953219     | April 17, 2021 to June 30, 2021       | 27,537.50         | -               | 3,579.88         | 53.3         | \$ 517        | 31,117.38         |
| 8002118627     | July 1, 2021 to August 31, 2021       | 19,027.50         | -               | 2,473.58         | 37.5         | \$ 507        | 21,501.08         |
| 8002215289     | September 1, 2021 to October 31, 2021 | 16,091.50         | 86.05           | 2,103.08         | 29.2         | \$ 551        | 18,280.63         |
| 8002348557     | November 1, 2021 to December 31, 2021 | 15,530.00         | 198.27          | 2,044.68         | 27.5         | \$ 565        | 17,772.95         |
| 8002552726     | January 1, 2022 to March 31, 2022     | 25,965.50         | 86.05           | 3,386.70         | 46.1         | \$ 563        | 29,438.25         |
| 8002687537     | April 1, 2022 to May 31, 2022         | 11,167.50         | -               | 1,451.78         | 20.4         | \$ 547        | 12,619.28         |
| 8002845110     | June 1, 2022 to July 31, 2022         | 9,128.50          | 172.10          | 1,209.08         | 16.3         | \$ 560        | 10,509.68         |
| 8003002814     | August 1, 2022 to September 30, 2022  | 3,899.00          | -               | 506.87           | 7.1          | \$ 549        | 4,405.87          |
| 8003270590     | October 1, 2022 to December 31, 2022  | 9,880.00          | -               | 1,284.40         | 17.5         | \$ 565        | 11,164.40         |
| 8003440879     | January 1, 2023 to February 28, 2023  | 20,903.50         | -               | 2,717.46         | 36.7         | \$ 570        | 23,620.96         |
| 8003580667     | March 1, 2023 to April 30, 2023       | 22,885.50         | -               | 2,975.12         | 41.7         | \$ 549        | 25,860.62         |
| 8004034029     | May 1, 2023 to August 30, 2023        | 19,625.50         | 122.16          | 2,567.20         | 35.2         | \$ 558        | 22,314.86         |
| 8004216639     | August 31, 2023 to November 30, 2023  | 4,012.00          | 21.86           | 524.40           | 8.5          | \$ 472        | 4,558.26          |
| 8004559695     | December 1, 2023 to February 29, 2024 | 2,764.50          | 126.59          | 375.84           | 7.8          | \$ 354        | 3,266.93          |
| 8004901146     | March 1, 2024 to May 31, 2024         | 3,188.50          | 126.59          | 430.96           | 7.3          | \$ 437        | 3,746.05          |
| 8005598603     | June 1, 2024 to December 31, 2024     | 8,002.50          | 218.10          | 1,068.68         | 18.3         | \$ 437        | 9,289.28          |
| 8005823097     | January 1, 2025 to February 28, 2025  | 11,864.50         | 83.48           | 1,553.24         | 27.6         | \$ 430        | 13,501.22         |
| <b>Totals</b>  |                                       | <b>281,886.00</b> | <b>1,418.45</b> | <b>36,829.61</b> | <b>542.6</b> | <b>\$ 520</b> | <b>320,134.06</b> |

This is Exhibit "B" referred to in the Affidavit of Catherine Hristow  
sworn March 21, 2025



**Todd Jeffrey Ambachtsheer,**  
a Commissioner, etc., Province of Ontario,  
for Deloitte LLP and Deloitte Restructuring Inc.  
Expires September 9, 2027.

---

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


**Invoice 8001753189**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: April 20, 2021  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Paul Casey  
HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of March 9, 2021 to April 16, 2021.

Please see the attached appendices for details.

|                |           |
|----------------|-----------|
| HST applicable | 50,412.50 |
|----------------|-----------|

**Expense**

Out-of-pocket Expenses

|                |        |
|----------------|--------|
| HST applicable | 177.20 |
|----------------|--------|

**Sales Tax**

|                |          |
|----------------|----------|
| HST at 13.00 % | 6,576.66 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>57,166.36</b> |
|-------------------------------|------------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.


**Appendix #1**
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 72.9         | 550.00      | 40,095.00        |
| Hristow, Catherine                       | Director     | 0.5          | 550.00      | 275.00           |
| Brown, Rose                              | Senior       | 9.3          | 325.00      | 3,022.50         |
| Dew, Todd                                | Senior       | 18.5         | 325.00      | 6,012.50         |
| Keene, Ashley                            | Senior       | 2.1          | 325.00      | 682.50           |
| Florea, Ramona                           | Analyst      | 1.3          | 250.00      | 325.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>104.6</b> |             | <b>50,412.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 177.20           |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>50,589.70</b> |





## Appendix #2

### Work performed from March 9, 2021 to April 16, 2021

| Date     | Name            | Narrative  | Hours |
|----------|-----------------|--|-------|
| 09-03-21 | Bricks, Hartley | Review of application record; attend court by video conference for interim receivership application; review issued order and endorsement and arrange for posting on website; disc. with A. Pradana re appointment and available info, and review of same | 3.5   |
| 09-03-21 | Bricks, Hartley | Voice message and email to property manager, and provide information required; disc. with T. Dew and review of insurance survey form; prepare draft corresp. re utilities and banking  | 2.0   |
| 09-03-21 | Dew, Todd       | Review Interim Receiver documents; Complete Insurance review request; Discussions with H. Bricks re appointment and duties   | 1.5   |
| 09-03-21 | Keene, Ashley   | Create webpage for publicly available documents  | 1.1   |
| 10-03-21 | Dew, Todd       | Conference call with representative property manager and H. Bricks re court order and request for documents; Prepare draft S246 and 246 report to creditors  | 1.5   |
| 10-03-21 | Bricks, Hartley | Disc. with J. Herszkowicz re mandate and information requests; review of various documents and prepare draft correspondence  | 5.0   |
| 11-03-21 | Brown, Rose     | Trust Banking Administration - Opening account with RBC, Set up Receivership on Ascend. Discuss mailing and OSB registration with HB.  | 1.2   |
| 11-03-21 | Bricks, Hartley | Disc. with A. Pradana and A. Kot re status and mandate; corresp. with property manager and review of info; prepare letter to TD Bank to freeze account and disc. with TD. Bank re same   | 3.5   |
| 12-03-21 | Bricks, Hartley | Attendance at the property to meet with property manager and building superintendent, tour premises and discuss status; review of various information provided by property manager; update email to A. Pradana   | 4.5   |
| 15-03-21 | Brown, Rose     | Discuss creditor listing with T Dew.   | 0.1   |
| 15-03-21 | Bricks, Hartley | Review of documents provided by J. Herscowicz; disc. with property managers re proposals and forward email requesting same   | 2.0   |
| 15-03-21 | Dew, Todd       | Prepare documents for mailing to creditors   | 1.5   |
| 16-03-21 | Brown, Rose     | Trust Banking Administration - Set up trust bank account on Ascend, Prepare labels for Mailing. Discuss creditor listing with T Dew.   | 0.5   |

| <b>Date</b> | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 16-03-21    | Bricks, Hartley | Review of leases and rent roll; disc. with J. Hershowicz re lease matter; review of Notice of Receiver and disc. same with T. Dew; disc. with N. Lee re proposal to conduct building condition audit; review of trial balance, PPSA and land registry | 4.5          |
| 16-03-21    | Dew, Todd       | Prepare documents for mailing to creditors; Review documents with H. Bricks; Draft and email Receiver notification letters to utility companies and service providers   | 3.5          |
| 16-03-21    | Keene, Ashley   | Website update.   | 0.1          |
| 17-03-21    | Dew, Todd       | Review of PPSA; Email requests to Prime   | 2.0          |
| 17-03-21    | Bricks, Hartley | Final review and execute Notice of Receiver; disc. with J. Di Ciano of Prime Realty re history and status of building and leasing matters; disc. with D. Preger re status update  | 2.5          |
| 17-03-21    | Brown, Rose     | Estate Adm - Prepare additional labels and get approval to go ahead with mailing. Photocopy Notice of Receiver & Order and label and stuff envelopes & take to mail room. Fax Notice/Order to OSB for obtaining estate number.                        | 2.2          |
| 18-03-21    | Brown, Rose     | Trust Banking - Set up folders on Q and add banking documents. Prepare Affidavit of Mailing and save on Q unsigned.   | 0.5          |
| 18-03-21    | Bricks, Hartley | Review of leases and prepare summary; review of proposal from Prime Realty and corresp. re same   | 3.0          |
| 18-03-21    | Keene, Ashley   | Website updates.  | 0.5          |
| 19-03-21    | Bricks, Hartley | Review of leases and rent roll; disc. with parties submitting property management proposals; respond to various questions from J. Herszkowicz   | 2.5          |
| 19-03-21    | Dew, Todd       | Forward Receivership documents to creditor; Emails to TD Bank re bank account and bank histories  | 0.4          |
| 22-03-21    | Brown, Rose     | Send email to OSB to inquiry about estate number. Update Ascend with Estate number. Send email to RBC to confirm balance in account.  | 0.3          |
| 22-03-21    | Dew, Todd       | Phone call to HUB International re adding Deloitte as named insured; Draft letter and email to HUB International  | 1.0          |
| 22-03-21    | Bricks, Hartley | Review of property management proposals received and corresp. to clarify certain terms; summarize proposals received; review and revise insurance letter; review of info provided by J. Herszkowicz   | 1.8          |
| 23-03-21    | Brown, Rose     | Trust Banking Administration - Checking with RBC on Trust account balance.  | 0.1          |
| 23-03-21    | Bricks, Hartley | Review and prepare summary of PM proposals received and forward to A. Pradana long with status update on various issues; corresp. with J. Herszkowicz re creditor matters   | 3.1          |

| <b>Date</b> | <b>Name</b>        | <b>Narrative</b>   | <b>Hours</b> |
|-------------|--------------------|--|--------------|
| 24-03-21    | Brown, Rose        | Trust Banking Administration - Checking with RBC on balance in account.  | 0.1          |
| 24-03-21    | Bricks, Hartley    | Various disc. with creditors re receivership proceedings; disc. with A. Pradana and A. Kot re PM proposals and other matters   | 2.3          |
| 25-03-21    | Brown, Rose        | Trust Banking Administration - Check with RBC to confirm balance in account. Discuss with TDew TD sending us draft.  | 0.1          |
| 25-03-21    | Bricks, Hartley    | Disc. with J. Diciano re PM services; review and revise PMagreement and forward to D. Preger for comments; various corresp. to J. Herszkowicz re tenant and supplier matters                         | 3.5          |
| 25-03-21    | Dew, Todd          | Communications with TD Bank re closure of account and transfer of funds  | 0.4          |
| 26-03-21    | Dew, Todd          | Discussion with R Brown and email review re adding HST as a creditor   | 0.4          |
| 29-03-21    | Bricks, Hartley    | Disc. with D. Preger re PM agreement and other matters; forward revised agreement to Prime Real Estate; corresp. with J. Herszkowicz re various tenant matters; prepare letters to tenants           | 2.5          |
| 29-03-21    | Dew, Todd          | Emails to TD Bank re bank account; Discussion with J. Herszkowicz re HST returns   | 0.6          |
| 30-03-21    | Dew, Todd          | Telephone call and emails to TD Bank re trust accounting; Phone calls and emails re new utility accounts for the Receiver  | 2.0          |
| 30-03-21    | Bricks, Hartley    | Disc. with J. Herszkowicz re property matters; review of revised PM agreement and respond to J. Diciano; prepare first report to court;  | 5.5          |
| 30-03-21    | Brown, Rose        | Prepare deposit and take to the bank.  | 0.4          |
| 31-03-21    | Hristow, Catherine | Review appointment order, motion record and draft First Report to the Court and provide comments on same; sign documents for opening of bank accounts.   | 0.5          |
| 31-03-21    | Dew, Todd          | Emails and telephone calls re insurance payments by the Receiver   | 0.5          |
| 31-03-21    | Brown, Rose        | Prepare documents to open CDN\$ account for property Mgmt company, have signed. Prepare/send email to RBC to request opening of account with all documents required..                                | 1.5          |
| 31-03-21    | Bricks, Hartley    | Review and execute PM agreement; corresp. with J. Herszkowicz re property matters; sign documents to open PM bank account; review letter to tenants; revise report to court and forward to D. Preger | 2.0          |
| 31-03-21    | Florea, Ramona     | Finalize and distribute correspondence to tenants re interim receivership and direction of funds.  | 0.5          |

| <b>Date</b> | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 01-04-21    | Bricks, Hartley | Review D. Preger comments on court report, finalize report to court and forward to D. Preger for service  | 0.5          |
| 05-04-21    | Brown, Rose     | Trust Banking - Inquiry about CDN\$ account open with RBC.  | 0.3          |
| 05-04-21    | Bricks, Hartley | Corresp. with J. Herskowitz re property matters; conf. call with Addenda re status  | 2.2          |
| 05-04-21    | Keene, Ashley   | Website updates.  | 0.2          |
| 06-04-21    | Bricks, Hartley | Disc. with M. Neely re terms of new lease consulting agreement and modify same; review of A/R subledger and corresp. with Prime re same   | 1.5          |
| 06-04-21    | Brown, Rose     | Trust Banking Administration - Prepare disbursement cheques, have signed and send out. Check with RBC - account open.   | 0.8          |
| 06-04-21    | Dew, Todd       | Emails and phone calls re outstanding GST returns; Emails and phone calls re new account for alarms and adding H. Bricks as a contact;  | 1.0          |
| 07-04-21    | Dew, Todd       | Emails re insurance coverage; Phone calls re issues on site   | 0.5          |
| 07-04-21    | Brown, Rose     | Inquiry/confirm RBC account is open and prepare wire instructions and send to HB.   | 0.3          |
| 07-04-21    | Bricks, Hartley | Revise lease consulting agreement and forward to M. Neely; disc. with J. Herskowitz re property matters; corresp. with Prime re banking   | 2.5          |
| 08-04-21    | Brown, Rose     | Trust Banking Administration - Set up account on Ascend, Prepare transfer between account and confirm process and input into Ascend. Discuss cheque template for new account to HB. | 0.9          |
| 08-04-21    | Bricks, Hartley | Review of banking corresp.; various disc. and corresp. with J. Herszkowicz re supplier matters and banking; revise lease consultant agreement and execute same                      | 2.8          |
| 12-04-21    | Dew, Todd       | Telephone call with CRA re HST account; Conference call with H. Bricks and Prime; Letter to CRA re new HST account  | 1.0          |
| 12-04-21    | Bricks, Hartley | Conf. call with K. Nicholson of Prime re banking, accounting and HST matters; conf. call with M. Neely, J. Diciano and J. Herszkowicz re leasing and A/R; update A/R schedule       | 2.9          |
| 13-04-21    | Bricks, Hartley | Draft letter to tenants re leasing consultant; review of comments on A/R; HST matters and corresp. to D. Preger re same;  | 1.2          |
| 13-04-21    | Florea, Ramona  | Finalize and distribute correspondence to tenants re engagement of leasing consultant   | 0.8          |
| 14-04-21    | Dew, Todd       | Follow up with utility and alarm companies  | 0.5          |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|--------------|-----------------|---|--------------|
| 14-04-21     | Bricks, Hartley | Review of EXP request for proposal, execute same and make arrangements for site visit, review of G/L and corresp. with Josie of Prime re same; prepare update for Addenda | 2.2          |
| 14-04-21     | Keene, Ashley   | Website updates.  | 0.2          |
| 15-04-21     | Bricks, Hartley | Attendance at Property to meet with Prime and M. Neely re tour property, assess work to be performed  | 3.0          |
| 15-04-21     | Dew, Todd       | Email correspondence with utility providers   | 0.2          |
| 16-04-21     | Bricks, Hartley | Corresp with J. Herszkowicz re supplier matters   | 0.4          |
| <b>Total</b> |                 |   | <b>104.6</b> |


**Invoice 8001953219**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: July 15, 2021  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds  
HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of April 17, 2021 to June 30, 2021.

Please see the attached appendices for details.

**Sales Tax**

HST applicable 27,537.50

HST at 13.00 % 3,579.88

**Total Amount Due (CAD) 31,117.38**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.


**Appendix #1**
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 45.3         | 550.00      | 24,915.00        |
| Hristow, Catherine                       | Director     | 0.1          | 550.00      | 55.00            |
| Brown, Rose                              | Senior       | 2.7          | 325.00      | 877.50           |
| Dew, Todd                                | Senior       | 5.2          | 325.00      | 1,690.00         |
| <b>Total Professional Hours and Fees</b> |              | <b>53.3</b>  |             | <b>27,537.50</b> |
| Out-of-pocket Expenses                   |              |              |             | -                |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>27,537.50</b> |



## Appendix #2

### Work performed from April 17, 2021 to June 30, 2021

| Date     | Name               | Narrative   | Hours |
|----------|--------------------|---|-------|
| 19-04-21 | Brown, Rose        | Review mail received from re-direction, forward to T. Dew. Review HST number. Send online banking report to Prime.  | 0.7   |
| 19-04-21 | Bricks, Hartley    | Various emails with M. Neely re leasing strategies; status update call with A. Kot and K. Hall; emails re utilities and supplier matters.   | 1.3   |
| 19-04-21 | Dew, Todd          | Incoming emails re HST number; Disc with R. Brown re BN numbers; call to CRA re RT0002 account; Returned mail.  | 1.0   |
| 20-04-21 | Bricks, Hartley    | Disc. with T. Dew re HST issue; review of landscaping quote and corresp. with J. Herszkowicz re same.   | 0.6   |
| 20-04-21 | Dew, Todd          | Incoming emails from Prime; Corporate Searches; Telephone call to CRA re RT0002 account; Address changes on utility companies.  | 2.0   |
| 20-04-21 | Brown, Rose        | Check balances in Accounts.   | 0.1   |
| 21-04-21 | Dew, Todd          | Email to TD bank re trust accounting; Emails re change of address for utilities.  | 0.4   |
| 26-04-21 | Bricks, Hartley    | Review and execute disbursements; corresp. with M. Neely re leasing matters.  | 0.7   |
| 27-04-21 | Dew, Todd          | Emails and phone calls regarding pad agreement for insurance; Complete PAD agreement and send to HUB Insurance.   | 0.8   |
| 27-04-21 | Bricks, Hartley    | Disc. with M. Neely re Shoppers lease discussions; corresp. with Prime re status of outstanding property matters and disc. with J. Herszkowicz re same.                               | 1.0   |
| 27-04-21 | Brown, Rose        | Deposit. Prepare courier slip and send deposit slip to Property Management company.   | 0.5   |
| 29-04-21 | Bricks, Hartley    | Corresp. with M. Neely re leasing matters.  | 0.3   |
| 30-04-21 | Bricks, Hartley    | Disc. with J. Herszkowicz re status of various issues.  | 0.5   |
| 03-05-21 | Hristow, Catherine | Review and approve wire transfer.   | 0.1   |
| 03-05-21 | Bricks, Hartley    | Review of leasing proposal provided by M. Neely re Colligan Mgmt. and disc. with J. Herszkowicz re same; review of HVAC proposal provided by Prime; review and execute disbursements. | 0.5   |
| 03-05-21 | Brown, Rose        | Prepare two wire for disbursements, have signed and fax to RBC, Confirmed processed and input into Ascend.  | 0.7   |
| 04-05-21 | Brown, Rose        | Pull online report and send to Property Mgmt. company,  | 0.2   |
| 05-05-21 | Bricks, Hartley    | Disc. with J. Herszkowicz re building matters   | 0.3   |



| <b>Date</b> | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 06-05-21    | Bricks, Hartley | Corresp. with C. Friedmann re status of BCA   | 0.1          |
| 07-05-21    | Bricks, Hartley | Corresp. with M. Neely re wording for lease renewal; disc. with J. Herszkowicz re status of various property matters  | 1.1          |
| 11-05-21    | Bricks, Hartley | Review of draft Building Condition Assessment report and corresp. with C. Friedman re same; corresp. with J. Herszkowicz re status of remediation quotes                                    | 0.5          |
| 12-05-21    | Bricks, Hartley | Disc. with C. Friedman re BCA report and review of final report; corresp. with J. Herszkowicz re building matters   | 1.5          |
| 13-05-21    | Bricks, Hartley | Review of BCA and disc. with J. Herszkowicz re BCA report and quotes regarding identified deficiencies; various disc. with J. Herszkowicz re building matters                               | 1.2          |
| 14-05-21    | Bricks, Hartley | Conf. call with A. Kot, K. Hall and M. Angielski re BCA report, leasing matters and building update; review and execute Shoppers lease extension; corresp. with M. Neely re leasing matters | 1.8          |
| 17-05-21    | Bricks, Hartley | Various disc. with J. Herszkowicz re property matters; corresp. with K. Nicholson re payables; disc. with M. Neely re leasing matters   | 2.0          |
| 18-05-21    | Brown, Rose     | Pull support for incoming draft received from TD And send to Property Mgmt. company.  | 0.2          |
| 18-05-21    | Bricks, Hartley | Review of Phase I ESA report and forward to Addenda; corresp. and disc. with P. Muchnik and D. Preger regarding lease default and remedies; disc. with J. Herszkowicz re status of quotes   | 2.2          |
| 19-05-21    | Brown, Rose     | Trust Banking Administration - Input Property Management account receipts/disbursement for Apr and save support to Apr bank reconciliation file.  | 0.3          |
| 19-05-21    | Bricks, Hartley | Various disc. with J. Herszkowicz re property matters; disc. with J. Stravato re property accounting  | 1.5          |
| 27-05-21    | Bricks, Hartley | Review and respond to corresp. from M. Neely; corresp. with J. Herszkowicz re update on quotes  | 0.5          |
| 31-05-21    | Bricks, Hartley | Review of monthly report and forward comments/questions to J. Stravato  | 1.2          |
| 02-06-21    | Bricks, Hartley | Disc. w. J. Herszkowicz re quotes   | 0.3          |
| 07-06-21    | Bricks, Hartley | Review of quotes received and disc. with J. Herszkowicz re same; corresp. with M. Neely re status and Metro Radiology lease   | 2.0          |
| 08-06-21    | Bricks, Hartley | Review and analysis of quotes received  | 4.5          |
| 09-06-21    | Bricks, Hartley | Disc. with M. Neely re leasing matters and refurbishments to the building; disc. with J. Hersckowicz re quotes and further info   | 2.8          |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>   | <b>Hours</b> |
|--------------|-----------------|--|--------------|
| 10-06-21     | Dew, Todd       | Emails and phone calls re Elexicon Energy balance owing and address change   | 1.0          |
| 10-06-21     | Bricks, Hartley | Further analysis of quotes and disc. with J. Hersckowicz re work required  | 2.5          |
| 11-06-21     | Bricks, Hartley | Disc. with J. Hersckowicz and Semple Gooder re roofing issues; review of ESP report re roof  | 1.0          |
| 14-06-21     | Bricks, Hartley | Disc. with J. Herszkowicz re contractor quotes   | 0.7          |
| 15-06-21     | Bricks, Hartley | Prepare cash flow forecast re timing for capital expenditures and amounts to be borrowed   | 1.8          |
| 16-06-21     | Bricks, Hartley | Further draft of cash flow forecast  | 0.5          |
| 17-06-21     | Bricks, Hartley | Disc. with J. Herszkowicz re quotes; revise cash flow forecast   | 1.0          |
| 18-06-21     | Bricks, Hartley | Telephone message to bailiff;  | 0.1          |
| 22-06-21     | Bricks, Hartley | Prepare cash flow forecast; review of quotes provided by J. Herszkowicz; corresp. with Dickinson Wright re ability to evict tenant; review of monthly operation report   | 2.2          |
| 23-06-21     | Bricks, Hartley | Disc. with M. Neely; revise cash flow forecast; disc. with A. Pradana and A. Kot re status update; corresp. with M Mednick re eviction requirements; disc. with J. Herskowitz re quotes and authorization and further quotes to be obtained. | 3.5          |
| 28-06-21     | Bricks, Hartley | Disc. with J. Hersckowicz re status of quotes and operational matters  | 0.8          |
| 29-06-21     | Bricks, Hartley | Review and analysis of quotes received; update cash flow forecast and forward to A. Pradani  | 1.2          |
| 30-06-21     | Bricks, Hartley | Review and revise letter to Metro Radiology re lease including various corresp. with M. Neely re same  | 1.6          |
| <b>Total</b> |                 |  | <b>53.3</b>  |


**Invoice 8002118627**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: October 07, 2021  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds  
HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of July 1, 2021 to August 31, 2021.

Please see the attached appendices for details.

**Sales Tax**

|                               |                         |
|-------------------------------|-------------------------|
| HST applicable                | 19,027.50               |
| HST at 13.00 %                | <u>2,473.58</u>         |
| <b>Total Amount Due (CAD)</b> | <b><u>21,501.08</u></b> |

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



## Appendix #1

### Summary of Fees

| Name                                     | Level      | Hours       | Rate   | Amount           |
|--|------------|-------------|--------|------------------|
| Bricks, Hartley                          | Director   | 30.4        | 550.00 | 16,720.00        |
| Brown, Rose                              | Manager    | 1.1         | 325.00 | 357.50           |
| Conorton, Laura                          | Consultant | 1.2         | 325.00 | 390.00           |
| Dew, Todd                                | Senior     | 4.8         | 325.00 | 1,560.00         |
| <b>Total Professional Hours and Fees</b> |            | <b>37.5</b> |        | <b>19,027.50</b> |
| Out-of-pocket Expenses                   |            |             |        | -                |
| <b>Total Fees and Expenses (CAD)</b>     |            |             |        | <b>19,027.50</b> |



## Appendix #2

### Work performed from July 1, 2021 to August 31, 2021

| Date     | Name            | Narrative   | Hours |
|----------|-----------------|---|-------|
| 05-07-21 | Brown, Rose     | Trust Banking Administration - Pull online banking report for June 2021 and send to Prime.  | 0.2   |
| 05-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re status of quotes; review of proposed signage and corresp. with J. Herszkowicz re same  | 0.8   |
| 06-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re quotes and review of same; disc. with D. Preger and P. Muchnik re Receiver's borrowings  | 1.5   |
| 07-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re property matters; review and execute disbursements   | 1.0   |
| 08-07-21 | Bricks, Hartley | Corresp. re quotes; update cash flow forecast;  | 0.8   |
| 09-07-21 | Bricks, Hartley | Corresp. with J. Herszkowicz re property matters including Colligan Mgmt; corresp. re HST filings; review of monthly report                                   | 1.8   |
| 12-07-21 | Dew, Todd       | Call to CRA re outstanding HST returns; Email to R. Brown and H. Bricks with an update on CRA filings; Telephone call to J. Stravato re update on HST filings | 1.0   |
| 12-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re status and Colligan management and email regarding same;   | 0.6   |
| 13-07-21 | Dew, Todd       | Discussions with J. Stravato of Prime re filing of HST returns; further discussion with H. Bricks re same.  | 1.0   |
| 13-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re quotes and work at property; review of repair quote; corresp. re HST and review of draft form                                    | 1.3   |
| 15-07-21 | Bricks, Hartley | Corresp. with M. Neely; review of Metro Radiology letter and consultant agreement.  | 1.4   |
| 19-07-21 | Bricks, Hartley | Update cash flow forecast and forward to A. Pradana; review of quotes and disc. with J. Herszkowicz re same; corresp. with M. Neely re Metro Radiology.       | 1.8   |
| 20-07-21 | Conorton, Laura | Transfer of funds from Operating account to General account; processing wire payment to DRI;  | 1.0   |
| 20-07-21 | Brown, Rose     | Send confirmation of transfer between account to PM for there records.  | 0.1   |
| 20-07-21 | Bricks, Hartley | Disc. with J. Hersckowicz re work at premises, disc. with consultant re model suite   | 1.2   |
| 21-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re Colligan Management lease and other leasing matters.   | 0.6   |

| Date     | Name            | Narrative   | Hours |
|----------|-----------------|---|-------|
| 26-07-21 | Bricks, Hartley | Review of results of fire safety audit and disc. with J. Herszkowicz re same  | 0.8   |
| 26-07-21 | Dew, Todd       | Email to J. Stravato of Prime re HST returns.   | 0.2   |
| 27-07-21 | Conorton, Laura | Correspondence with K. Nicholson or Prime, pulling banking reports.   | 0.2   |
| 27-07-21 | Bricks, Hartley | Disc. with J. Herszkowicz re building matters; review of pylon sign design and approve same   | 0.7   |
| 28-07-21 | Bricks, Hartley | disc. with J. Herszkowicz re property matters; review and execute disbursements.  | 1.0   |
| 03-08-21 | Bricks, Hartley | Review of various quotes received and approval of same; review of info from bailiff re eviction and corresp. with J. Herszkowicz re same.                               | 1.3   |
| 03-08-21 | Brown, Rose     | Trust Banking Administration - Send online banking report to property Management company and open/scan mail received and send to PM.                                    | 0.3   |
| 05-08-21 | Bricks, Hartley | Corresp and disc. with M. Neely re status of building and leasing; review of monthly report from Prime; prepare update for A. Pradani re status of proceedings.         | 1.5   |
| 09-08-21 | Bricks, Hartley | Review of roofing quote; disc. with J. Herszkowicz re status and roofing quote; review of corresp. re tenant eviction.  | 1.3   |
| 10-08-21 | Bricks, Hartley | Disc. with J. Herszkowicz re status of repairs.   | 0.5   |
| 11-08-21 | Bricks, Hartley | Review of monthly reporting; disc. with J. Herszkowicz re roofing, flooring and bathroom renovations.   | 1.0   |
| 12-08-21 | Bricks, Hartley | Review of roofing quote and disc. same with J. Herszkowicz; review and execute disbursements.   | 1.4   |
| 13-08-21 | Bricks, Hartley | Review of quote for washroom renovations and disc. with J. Herszkowicz re same and status of other work; review of corresp. from M. Neely re status of leasing efforts. | 0.8   |
| 16-08-21 | Bricks, Hartley | Corresp. with J. Herszkowicz and review of Lang construction quote.   | 0.4   |
| 18-08-21 | Bricks, Hartley | Corresp. with J. Herszkowicz re proposals and work on site; review and execute disbursements  | 1.4   |
| 19-08-21 | Brown, Rose     | Scan and send bill and service transfer to PM.  | 0.2   |
| 20-08-21 | Dew, Todd       | Email from Dru Douglas re insurance; Emails to Hartley Bricks re insurance coverage; Review Certificate of Insurance  | 0.8   |
| 20-08-21 | Bricks, Hartley | Corresp re Allianz declining to renew insurance.  | 0.7   |
| 23-08-21 | Dew, Todd       | Review insurance documents and appraisals; Complete application form for FCA for new insurance coverage; Telephone FCA re additional questions for coverage.            | 1.0   |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>   | <b>Hours</b> |
|--------------|-----------------|--|--------------|
| 23-08-21     | Bricks, Hartley | Disc. with J. Herszkowicz and J. Stravino re accounting matters.   | 0.8          |
| 24-08-21     | Brown, Rose     | Trust Banking Administration - July issued cheque #136 confirmed issued and file back up with reconciliation.  | 0.3          |
| 24-08-21     | Bricks, Hartley | Disc. with T. Dew re insurance renewal; review of questionnaire and provide comments to T. Dew.  | 1.3          |
| 25-08-21     | Bricks, Hartley | Review and execute disbursements; review of quotes re washrooms and disc. same with J. Herszkowicz.  | 0.8          |
| 26-08-21     | Dew, Todd       | Emails from and to D. Douglas re insurance coverage.   | 0.6          |
| 26-08-21     | Bricks, Hartley | Disc. with J. Herszkowicz re quotes and work at premises; corresp. with M. Neely re leasing update; review and respond to corresp. re insurance renewal. | 1.4          |
| 27-08-21     | Bricks, Hartley | Review of Boss Roofing quote and forward approval of same.   | 0.5          |
| 27-08-21     | Dew, Todd       | Emails re insurance coverage.  | 0.2          |
| <b>Total</b> |                 |  | <b>37.5</b>  |


**Invoice 8002215289**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: November 22, 2021  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds  
HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of September 1, 2021 to October 31, 2021.

Please see the attached appendices for details.

|                |           |
|----------------|-----------|
| HST applicable | 16,091.50 |
|----------------|-----------|

**Expense**

Out-of-pocket Expenses

|                |       |
|----------------|-------|
| HST applicable | 86.05 |
|----------------|-------|

**Sales Tax**

|                |          |
|----------------|----------|
| HST at 13.00 % | 2,103.08 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>18,280.63</b> |
|-------------------------------|------------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.





## Appendix #1

### Summary of Fees

| Name                                     | Level      | Hours       | Rate   | Amount           |
|--|------------|-------------|--------|------------------|
| Bricks, Hartley                          | Director   | 26.0        | 580.00 | 15,080.00        |
| Hristow, Catherine                       | Director   | 0.3         | 580.00 | 174.00           |
| Brown, Rose                              | Manager    | 1.5         | 325.00 | 487.50           |
| Conorton, Laura                          | Consultant | 1.4         | 250.00 | 350.00           |
| <b>Total Professional Hours and Fees</b> |            | <b>29.2</b> |        | <b>16,091.50</b> |
| Out-of-pocket Expenses                   |            |             |        | 86.05            |
| <b>Total Fees and Expenses (CAD)</b>     |            |             |        | <b>16,177.55</b> |



## Appendix #2

### Work performed from September 1, 2021 to October 31, 2021

| Date     | Name            | Narrative   | Hours |
|----------|-----------------|---|-------|
| 01-09-21 | Brown, Rose     | Pull online bank report for Aug/21 and send to Prime.   | 0.2   |
| 13-09-21 | Bricks, Hartley | Review and execute disbursements; review of monthly reporting from Prime; respond to J. Herszkowicz re site matters; corresp. with M. Neely re leasing matters. | 1.5   |
| 14-09-21 | Bricks, Hartley | Disc. with J. Herszkowicz re site matters, pylon sign and status of suite remodelling; review of Colligan lease and arrears.                                    | 1.2   |
| 15-09-21 | Bricks, Hartley | Disc. with J. Herszkowicz re site matters and timing of site work; update cash flow forecast; prepare status update for A. Pradana.                             | 3.3   |
| 16-09-21 | Brown, Rose     | Review and forward invoices to Prime.   | 0.1   |
| 17-09-21 | Bricks, Hartley | Review of corresp. from B. Stoneburgh re lease offer, review of files and disc. with B. Stoneburgh re same; disc. with J. Herszkowicz re accounting matters     | 1.3   |
| 20-09-21 | Brown, Rose     | Send online banking report to Prime.  | 0.1   |
| 21-09-21 | Bricks, Hartley | Review of monthly reporting from Prime; review and execute disbursements.   | 1.7   |
| 22-09-21 | Bricks, Hartley | Disc. with J. Herszkowicz re status of repairs; conf. call with A. Pradana and A. Kot re status of proceedings and timing for funding                           | 1.1   |
| 27-09-21 | Bricks, Hartley | Review and execute disbursements; disc. with J. Herszkowicz re building remediation issues  | 1.1   |
| 29-09-21 | Bricks, Hartley | Disc. with J. Herszkowicz re building remediation matters and pylon signage; corresp. concerning insurance renewal.   | 1.8   |
| 30-09-21 | Bricks, Hartley | Corresp. with M. Neely re leasing matters and status of remediation of property.  | 0.5   |
| 01-10-21 | Brown, Rose     | Trust Banking Administration - Pull online banking report and send to Property Mgmt company.  | 0.1   |
| 05-10-21 | Bricks, Hartley | Disc. with J. Herszkowicz re site matters.  | 0.2   |
| 06-10-21 | Bricks, Hartley | Disc. with J. Herszkowicz re roofing repairs and timing for payment; prepare cash flow forecast.  | 1.2   |
| 07-10-21 | Bricks, Hartley | Review monthly reporting; review and respond to corresp. from J. Herszkowicz.   | 1.4   |
| 12-10-21 | Brown, Rose     | Trust Banking Administration - Input disbursement for the month. Print and save support for Reconciliation back up.   | 0.2   |

| <b>Date</b>  | <b>Name</b>        | <b>Narrative</b>  | <b>Hours</b> |
|--------------|--------------------|---|--------------|
| 13-10-21     | Brown, Rose        | Review and forward invoices to Prime.   | 0.1          |
| 13-10-21     | Bricks, Hartley    | Review of monthly report and banking info; prepare updated cash flow forecast; prepare draft Receiver's Certificate and corresp to Addenda re Receiver Certificate Funding    | 2.8          |
| 14-10-21     | Bricks, Hartley    | Review and execute disbursements; corresp. with J. Herszkowicz re timing for work to be completed and outstanding invoices.   | 0.7          |
| 15-10-21     | Bricks, Hartley    | Disc. with J. Herszkowicz re work at premises; review and respond to corresp. from M. Neely re Metro Radiology; review of invoice and prepare disb. voucher for Boss Roofing. | 1.5          |
| 18-10-21     | Conorton, Laura    | Processing wire to Boss Roofing.  | 0.2          |
| 18-10-21     | Bricks, Hartley    | Prepare Receiver's Certificate and corresp. with A. Pradana re same; disc. with J. Herszkowicz re roofing and other matters; corresp. with J. Stravato re cash flow.          | 2.7          |
| 18-10-21     | Brown, Rose        | Trust Banking Administration - Pull online banking report (Oct 1 to 18) and send to Property Mgmt Company.  | 0.1          |
| 19-10-21     | Conorton, Laura    | Completing wire to Boss Roofing for PM account, admin   | 0.2          |
| 19-10-21     | Hristow, Catherine | Review and approve wire transfer.   | 0.1          |
| 20-10-21     | Brown, Rose        | Send Email to BAnk confirm incoming wire.   | 0.1          |
| 21-10-21     | Brown, Rose        | Estate Administration - have Affidavit of Mail signed and scan and save on Q Drive.   | 0.1          |
| 22-10-21     | Brown, Rose        | Review and forward invoices to Prime.   | 0.3          |
| 22-10-21     | Hristow, Catherine | Review and sign Receiver's certificate.   | 0.1          |
| 25-10-21     | Brown, Rose        | Review and forward invoices to Prime.   | 0.1          |
| 26-10-21     | Bricks, Hartley    | Review and execute disbursements; corresp. with J. Herszkowicz re status of repairs; corresp. with Kristen re accounts payable.   | 1.5          |
| 27-10-21     | Conorton, Laura    | Processing wire to DRI; correcting account number with RBC, correspondence; processing transfer between accounts  | 1.0          |
| 27-10-21     | Bricks, Hartley    | Corresp. with K. Nicholson re outstanding payables; prepare transfer of funds to property management account.   | 0.5          |
| 27-10-21     | Hristow, Catherine | Review and approve wire transfer.   | 0.1          |
| <b>Total</b> |                    |   | <b>29.2</b>  |


**Invoice 8002348557**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: January 24, 2022  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds  
HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of November 1, 2021 to December 31, 2021.

Please see the attached appendices for details.

|                |           |
|----------------|-----------|
| HST applicable | 15,530.00 |
|----------------|-----------|

**Expense**

Out-of-pocket Expenses

|                |        |
|----------------|--------|
| HST applicable | 198.27 |
|----------------|--------|

**Sales Tax**

|                |          |
|----------------|----------|
| HST at 13.00 % | 2,044.68 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>17,772.95</b> |
|-------------------------------|------------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.


**Appendix #1**
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 26.0         | 580.00      | 15,080.00        |
| Brown, Rose                              | Manager      | 1.0          | 325.00      | 325.00           |
| Conorton, Laura                          | Consultant   | 0.5          | 250.00      | 125.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>27.5</b>  |             | <b>15,530.00</b> |
| Out-of-pocket Expenses                   |              |              |             | 198.27           |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>15,728.27</b> |



## Appendix #2

### Work performed from November 1, 2021 to December 31, 2021

| Date     | Name            | Narrative   | Hours |
|----------|-----------------|---|-------|
| 01-11-21 | Bricks, Hartley | Disc. with J. Herszkowicz re work at the property; review and execute disbursements.  | 0.8   |
| 02-11-21 | Bricks, Hartley | Prepare s. 246(2) interim report.   | 1.2   |
| 03-11-21 | Brown, Rose     | Trust Banking Administration - Deposit.   | 0.5   |
| 04-11-21 | Bricks, Hartley | Corresp. With D Preger re leased assets and disc with J. Herszkowicz re same.   | 0.6   |
| 08-11-21 | Brown, Rose     | Trust Banking - Input Receipts and Disbursement for Property Mgmt account and file back up.                                       | 0.2   |
| 08-11-21 | Bricks, Hartley | Corresp with D. Preger re equipment leases; disc with J. Herszkowicz re status of work at property.                               | 0.5   |
| 10-11-21 | Bricks, Hartley | Disc with J. Herszkowicz re roofing and painting status.  | 0.3   |
| 11-11-21 | Bricks, Hartley | Disc with J. Herszkowicz re electronic door issues and timing for site visit.   | 0.2   |
| 15-11-21 | Bricks, Hartley | Disc. with J. Herszkowicz re status of work at premises.  | 0.3   |
| 17-11-21 | Bricks, Hartley | Corresp. with J. Herszkowicz re pylon sign; corresp. with M. Neely re leasing update;   | 0.8   |
| 18-11-21 | Bricks, Hartley | Review of pylon sign agreement and provide comments to J. Herszkowicz; review and execute disbursements.                          | 1.7   |
| 29-11-21 | Bricks, Hartley | Disc with J. Herszkowicz re status; review of corresp. re potential new lease and review of files and analysis regarding same.    | 1.5   |
| 30-11-21 | Brown, Rose     | Scan Mail Rec'd and send to Property Management company.  | 0.1   |
| 30-11-21 | Bricks, Hartley | Disc. with B. Stoneburgh re party interested in leasing space and other building lease matters; review and execute disbursements. | 1.0   |
| 01-12-21 | Bricks, Hartley | Travel to Port Hope, disc. with A. Kot and S. Pallaris re status of property, tour of property.                                   | 4.5   |
| 02-12-21 | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing matters; review of monthly reporting   | 1.5   |
| 06-12-21 | Bricks, Hartley | Review of corresp. from B. Stoneburgh re Metro Radiology, review of files and prepare various corresp. re same.                   | 2.3   |
| 07-12-21 | Conorton, Laura | Processing wire payment to DRI.   | 0.5   |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>   | <b>Hours</b> |
|--------------|-----------------|--|--------------|
| 07-12-21     | Bricks, Hartley | Corresp. with B. Stoneburgh re draft lease terms; corresp. with E. Golden re leasing matters and claim against former tenant.  | 0.5          |
| 09-12-21     | Bricks, Hartley | Corresp. with M. Neely and J. Herszkowicz re leasing matters.  | 0.5          |
| 10-12-21     | Bricks, Hartley | Disc. with J. Stravano re cash flow and disbursements.   | 0.4          |
| 13-12-21     | Bricks, Hartley | Disc. with J. Herszkowicz re pylon sign agreements.  | 0.4          |
| 14-12-21     | Brown, Rose     | Review of correspondence received and forward to Prime.  | 0.1          |
| 15-12-21     | Bricks, Hartley | Corresp. with B. Stoneburgh re new offer to lease.   | 0.8          |
| 16-12-21     | Bricks, Hartley | Review of offer to lease and corresp. with B. Stoneburgh re same; execute final offer.   | 1.7          |
| 17-12-21     | Bricks, Hartley | Review and execute pylon sign agreements.  | 0.5          |
| 20-12-21     | Brown, Rose     | Scan send mail rec'd to PM.  | 0.1          |
| 20-12-21     | Bricks, Hartley | Corresp. with E. Golden re equipment leases; corresp. concerning insurance renewal   | 1.0          |
| 21-12-21     | Bricks, Hartley | Review of lease amending agreement and disc. same with M. Neely.   | 0.8          |
| 23-12-21     | Bricks, Hartley | Disc. with M. Neely re Ontario Medical Supply, review of Lease Amending Agreement and execute same; corresp. with J. Herszkowicz re work to be done in unit; status update to A. Kot and A. Pradani. | 2.2          |
| <b>Total</b> |                 |  | <b>27.5</b>  |


**Invoice 8002552726**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: April 22, 2022  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of January 1, 2022 to March 31, 2022

Please see the attached appendices for details.

|                |           |
|----------------|-----------|
| HST applicable | 25,965.50 |
|----------------|-----------|

**Expense**

Out-of-pocket Expenses

|                |       |
|----------------|-------|
| HST applicable | 86.05 |
|----------------|-------|

**Sales Tax**

|                |          |
|----------------|----------|
| HST at 13.00 % | 3,386.70 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>29,438.25</b> |
|-------------------------------|------------------|





**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 43.1         | 580.00      | 24,998.00        |
| Brown, Rose                              | Manager      | 2.5          | 325.00      | 812.50           |
| Dew, Todd                                | Senior       | 0.4          | 325.00      | 130.00           |
| Conorton, Laura                          | Consultant   | 0.1          | 250.00      | 25.00            |
| <b>Total Professional Hours and Fees</b> |              | <b>46.1</b>  |             | <b>25,965.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 86.05            |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>26,051.55</b> |



## Appendix #2

Work performed from January 1, 2022 to March 31, 2022

| Date     | Name            | Narrative  | Hours |
|----------|-----------------|--|-------|
| 04-01-22 | Brown, Rose     | Trust Banking Administration - Send online banking report to Property Management Company.  | 0.2   |
| 04-01-22 | Bricks, Hartley | Disc. with J. Herszkowicz re status including units 206 and 203; review corresp. re lease of unit 206; corresp. with M. Neely re unit 206 lease; review and execute pylon sign agreement and forward to J. Herszkowicz.  | 2.2   |
| 05-01-22 | Bricks, Hartley | Disc. with J. Herszkowicz re work on leased unit and other matters.  | 0.5   |
| 05-01-22 | Dew, Todd       | Trust Accounting.  | 0.2   |
| 06-01-22 | Bricks, Hartley | Review and execute disbursements; corresp. with Prime re disbursement supporting docs; disc. with J. Herszkowicz re work on premises.  | 1.3   |
| 10-01-22 | Bricks, Hartley | Prepare updated cash flow forecast; disc. with A. Pradani and A. Kot re status of receivership and future timing; corresp. with Prime re realty taxes and disb.; execute pylon sign agreement; disc. with E. Golden re Blue Chip Leasing and corresp. re same. | 2.8   |
| 11-01-22 | Bricks, Hartley | Corresp. with D. Douglas re insurance premiums and corresp. with J. Stravato re same; review of Dec bank recs.   | 0.8   |
| 12-01-22 | Brown, Rose     | Trust Banking Administration - Stop payment request, prepare stop payment form and have signed and send to BPC   | 0.3   |
| 13-01-22 | Bricks, Hartley | Disc. with E. Golden re Colligan Management arrears; disc. with J. Herszkowicz re nature of records in Colligan Mgmt's former suite; corresp. with Blue Chip Leasing;  | 1.2   |
| 14-01-22 | Bricks, Hartley | Review and execute disbursements; corresp. with J. Herszkowicz re records in Colligan suite  | 0.8   |
| 18-01-22 | Bricks, Hartley | Review and execute disbursements   | 0.3   |
| 19-01-22 | Bricks, Hartley | Disc. with J. Herszkowicz re potential planned protest at premises; corresp. with E. Golden re Colligan Management and Blue Chip Leasing.  | 0.6   |
| 20-01-22 | Bricks, Hartley | Corresp. with D. Douglas re status of receivership and insurance extension.  | 0.2   |
| 25-01-22 | Conorton, Laura | Banking reports.   | 0.1   |
| 26-01-22 | Dew, Todd       | Trust accounting.  | 0.2   |
| 26-01-22 | Bricks, Hartley | Review of monthly reporting, rental roll, etc.; disc. with J. Herszkowicz re status.   | 1.5   |

| <b>Date</b> | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 27-01-22    | Bricks, Hartley | Corresp. with M. Neely re leasing matters.  | 0.5          |
| 31-01-22    | Bricks, Hartley | Disc. with J. Herszkowicz re building issues and status   | 0.3          |
| 01-02-22    | Brown, Rose     | Trust Banking Administration - pull online banking report for Jan and send to property management company   | 0.1          |
| 02-02-22    | Bricks, Hartley | Review and execute disbursements; review and respond to questions from A. Pradani; review and respond to email from Blue Chip Leasing and M. Neely.   | 0.9          |
| 03-02-22    | Bricks, Hartley | Review of rent roll and update schedules; analysis of rent for unit 204; disc. with J. Herszkowicz re unit 206 work   | 1.8          |
| 07-02-22    | Brown, Rose     | Trust Banking Administration - Input monthly receipts and Disbursements into Ascend for Property Mgmt company.  | 0.1          |
| 07-02-22    | Bricks, Hartley | Disc. and corresp. with M. Neely re leasing matters   | 0.7          |
| 08-02-22    | Bricks, Hartley | Review of CAM recovery schedule and supporting documents and disc. with Prime re same; review and execute disbursements.  | 1.8          |
| 09-02-22    | Bricks, Hartley | Disc. with M. Neely re OMS and request to move suites, disc. with J. Herszkowicz re same and CAM questions; review of CAM recovery calculations and 2022 budget and forward questions to Prime. | 3.8          |
| 10-02-22    | Bricks, Hartley | Disc. with M. Neely re leasing matters and analysis of same; provide comments on lease amendment for unit 206/207; review of CAM calculations and corresp. with Prime regarding same.           | 2.2          |
| 11-02-22    | Bricks, Hartley | Review and execute lease amending agreement for unit 206/207; prepare analysis of CAM and corresp. with Prime and M. Neely re same.   | 2.5          |
| 22-02-22    | Brown, Rose     | Trust Banking Admin - Pull online report and sent to Property Mgmt Company  | 0.1          |
| 22-02-22    | Bricks, Hartley | Review and execute disbursements  | 0.3          |
| 23-02-22    | Bricks, Hartley | Corresp. and disc. with M. Neely re leasing matters including analysis of proposals.  | 1.4          |
| 24-02-22    | Brown, Rose     | Scanning and send mail rec'd to Property Mgmt.  | 0.1          |
| 25-02-22    | Bricks, Hartley | Disc. with J. Herszkowicz re property matters and unit sizing, review of file re same.  | 0.8          |
| 28-02-22    | Brown, Rose     | Trust Banking Administration - Pull online banking report and send to H. Bricks, Input and print disbursement cheque.   | 1.0          |
| 28-02-22    | Bricks, Hartley | Corresp. with j. Stravato re cash flow, review of G/L; review and execute disbursements.  | 1.7          |
| 01-03-22    | Brown, Rose     | Trust Banking - pull online banking report and send to property Mgmt company.   | 0.2          |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|--------------|-----------------|---|--------------|
| 01-03-22     | Bricks, Hartley | Corresp. with M. Neely re leasing matters.  | 0.4          |
| 02-03-22     | Bricks, Hartley | Review and execute disbursements  | 0.3          |
| 08-03-22     | Bricks, Hartley | Review of monthly reporting; corresp. with J. Herszkowicz re property matters.  | 1.4          |
| 09-03-22     | Brown, Rose     | Scanning mail and sending to PM company.  | 0.1          |
| 10-03-22     | Bricks, Hartley | Review and execute disbursements  | 0.3          |
| 11-03-22     | Bricks, Hartley | Review of banking info re cash flow   | 0.8          |
| 15-03-22     | Bricks, Hartley | Disc. with J. Herszkowicz re status; disc. with Bell Canada re fiber lines.   | 0.7          |
| 16-03-22     | Bricks, Hartley | Review of monthly report; disc. with M. Neely re leasing status.  | 1.4          |
| 22-03-22     | Brown, Rose     | Scanning mail received and sending to Property Mgmt Company.  | 0.1          |
| 25-03-22     | Brown, Rose     | Review and send invoice rec'd in the mail to Property Mgmt company.   | 0.2          |
| 28-03-22     | Bricks, Hartley | Prepare cash flow forecast; corresp. with M. Neely re leasing status; review of monthly reporting; review and execute disbursements.          | 3.0          |
| 29-03-22     | Bricks, Hartley | Review of rent roll; analysis of lease options for unit 204; corresp. with J. Herszkowicz re building matters; prepare update for A. Pradana. | 2.4          |
| 31-03-22     | Bricks, Hartley | Review of digital screen quotes; review of quotes for further repairs to building; disc. with J. Herszkowicz re quotes and other matters.     | 1.5          |
| <b>Total</b> |                 |   | <b>46.1</b>  |


**Invoice 8002687537**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: June 10, 2022  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of April 1, 2022 to May 31, 2022 .

Please see the attached appendices for details.

**Sales Tax**

HST applicable 11,167.50

HST at 13.00 % 1,451.78

**Total Amount Due (CAD) 12,619.28**



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 18.0         | 580.00      | 10,440.00        |
| Brown, Rose                              | Manager      | 1.3          | 325.00      | 422.50           |
| Dew, Todd                                | Senior       | 0.4          | 325.00      | 130.00           |
| Conorton, Laura                          | Consultant   | 0.7          | 250.00      | 175.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>20.4</b>  |             | <b>11,167.50</b> |
| Out-of-pocket Expenses                   |              |              |             | -                |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>11,167.50</b> |



## Appendix #2

Work performed from April 1, 2022 to May 31, 2022

| Date     | Name            | Narrative  | Hours |
|----------|-----------------|--|-------|
| 01-04-22 | Brown, Rose     | Trust Banking Administration - Pull online banking report and send to Prime.   | 0.1   |
| 05-04-22 | Bricks, Hartley | Review of monthly reporting and disc. with J. Stravato re same; review and execute disbursements.  | 1.5   |
| 06-04-22 | Bricks, Hartley | Corresp. with Prime and J. Herszkowicz re rent payment issue with a tenant.  | 0.7   |
| 08-04-22 | Bricks, Hartley | Review of monthly reporting; corresp. with Prime re notice of default.   | 0.8   |
| 11-04-22 | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing matters; review of lease.   | 1.2   |
| 11-04-22 | Brown, Rose     | Trust Banking - Input month receipts/disbursement into Ascend.   | 0.2   |
| 12-04-22 | Brown, Rose     | Review and forward corresp to Prime.   | 0.1   |
| 12-04-22 | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing matters.  | 0.5   |
| 13-04-22 | Bricks, Hartley | Review of HST return and respond to J. Stravato re same; corresp. with J. Herszkowicz re co-equity owners reporting, disc. with J. Stravato re same, review of files and corresp. with Dickinson Wright re same. | 1.5   |
| 19-04-22 | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing matters; corresp. with P. Muchnick and Prime re co-tenant statements; corresp. with D. Douglas re renewal of insurance.   | 0.8   |
| 20-04-22 | Bricks, Hartley | Disc. with B. Stoneburgh re leasing matters; corresp. with J. Herszkowicz re leasing matters.  | 1.2   |
| 20-04-22 | Brown, Rose     | Review and forward corresp to Prime.   | 0.1   |
| 22-04-22 | Bricks, Hartley | Prepare corresp. to A. Pradana re leasing matters.   | 0.8   |
| 25-04-22 | Conorton, Laura | Processing transfer between accounts, PM/Trust.  | 0.5   |
| 26-04-22 | Bricks, Hartley | Review and execute disbursements; corresp. with A. Pradana re financial info for co-tenants.   | 0.6   |
| 26-04-22 | Brown, Rose     | Trust Banking Adm - Send back up for transfer between account and scan mail rec'd and send to Prime.   | 0.3   |
| 27-04-22 | Bricks, Hartley | Update 2021 IS for late entries; forward statement to co-tenant; disc. with J. Herszkowicz re building matters.  | 1.2   |
| 29-04-22 | Bricks, Hartley | Review and execute disbursements.  | 0.3   |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|--------------|-----------------|---|--------------|
| 02-05-22     | Brown, Rose     | Trust Banking Adm - Pull online report for Apr and send to Prime  | 0.1          |
| 04-05-22     | Bricks, Hartley | Review and update cash flow forecast; disc. with A. Pradani and A. Kot re status and next steps; corresp. with Prime re property manager; corresp with co-tenant re income statement for receiver's period. | 2.5          |
| 05-05-22     | Bricks, Hartley | Disc. with B. Stoneburgh re leasing matters and options and prepare update for Addenda re same.   | 1.2          |
| 13-05-22     | Bricks, Hartley | Review and execute disbursements.   | 0.3          |
| 16-05-22     | Dew, Todd       | Letter to TD Bank to close account.   | 0.4          |
| 16-05-22     | Brown, Rose     | Trust Banking Administration - Transfer between account to cover online bank fees.  | 0.1          |
| 16-05-22     | Bricks, Hartley | Corresp. concerning closing bank account.   | 0.2          |
| 17-05-22     | Brown, Rose     | Review and forward corresp to Prime.  | 0.1          |
| 18-05-22     | Brown, Rose     | Send Transfer between account to RBC to reimburse RBC express fees.   | 0.1          |
| 19-05-22     | Bricks, Hartley | Review of monthly report; prepare cash flow forecat; corresp. concerning insurance renewal;   | 2.3          |
| 24-05-22     | Brown, Rose     | Review and forward corresp to Prime.  | 0.1          |
| 24-05-22     | Bricks, Hartley | Review and execute disbursements.   | 0.3          |
| 27-05-22     | Bricks, Hartley | Review and execute wire disbursement.   | 0.1          |
| 27-05-22     | Conorton, Laura | Processing wire payments.   | 0.2          |
| <b>Total</b> |                 |   | <b>20.4</b>  |





## Invoice 8002845110

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: August 23, 2022  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of June 1, 2022 to July 31, 2022 .

Please see the attached appendices for details.

### Expense

Out-of-pocket Expenses

### Sales Tax

HST applicable 9,128.50

HST applicable 172.10

HST at 13.00 % 1,209.08

**Total Amount Due (CAD) 10,509.68**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Bricks, Hartley                          | Director     | 15.2         | 580.00      | 8,816.00        |
| Brown, Rose                              | Manager      | 0.1          | 325.00      | 32.50           |
| Dew, Todd                                | Senior       | 0.4          | 325.00      | 130.00          |
| Conorton, Laura                          | Consultant   | 0.6          | 250.00      | 150.00          |
| <b>Total Professional Hours and Fees</b> |              | <b>16.3</b>  |             | <b>9,128.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 172.10          |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>9,300.60</b> |



## Appendix #2

Work performed from June 1, 2022 to July 31, 2022

| Date     | Name            | Narrative   | Hours |
|----------|-----------------|---|-------|
| 01-06-22 | Bricks, Hartley | Review and execute disbursements; review of reporting from Prime.   | 0.8   |
| 03-06-22 | Bricks, Hartley | Discussion with M. Neely at 249 Ontario re status of building and leasing matters.  | 0.5   |
| 08-06-22 | Bricks, Hartley | Review and execute disbursements.   | 0.2   |
| 13-06-22 | Conorton, Laura | Preparing and completing transfer between accounts and wire payment.  | 0.6   |
| 15-06-22 | Bricks, Hartley | Corresp. and disc. with CRA regarding HST returns and email to Prime re same.   | 1.1   |
| 22-06-22 | Brown, Rose     | Review and forward corresp. to Prime.   | 0.1   |
| 22-06-22 | Bricks, Hartley | Corresp with D.Douglas re insurance coverage; corresp with Prime re HST.  | 0.2   |
| 28-06-22 | Bricks, Hartley | Review and respond to corresp. from Prime.  | 0.3   |
| 05-07-22 | Bricks, Hartley | Review of quote for HVAC repairs and approve same   | 0.2   |
| 06-07-22 | Bricks, Hartley | Prepare update for A.Pradana; call with A. Pradana and A.Kot to discuss status.   | 1.5   |
| 07-07-22 | Bricks, Hartley | Meeting with Prime at 249 Ontario re HVAC and other building matters, corresp with B. Stoneburgh re status; respond to A. Pradana re brokers.   | 3.2   |
| 11-07-22 | Bricks, Hartley | Review of files and corresp. with M. Neely re leasing matters; corresp. with Prime re leasing matters.  | 0.5   |
| 12-07-22 | Bricks, Hartley | Review of files and forward leasing documents to M. Neely; corresp. with Prime re monthly reporting.  | 0.4   |
| 15-07-22 | Bricks, Hartley | Review of Dynacare lease support and historical rent rolls and disc. with M. Neely re same; review of corresp. from CRA and corresp. with J. Stravato re same.  | 1.8   |
| 18-07-22 | Bricks, Hartley | Review and respond to various corresp. from B. Stoneburgh; review and respond to corresp. from Prime re Dynacare lease; disc. with C. Lewis of CRA re audit letter and response to same and disc. with Prime re same. | 2.0   |
| 20-07-22 | Bricks, Hartley | Review and execute disbursements  | 0.2   |
| 20-07-22 | Dew, Todd       | Trust accounting  | 0.4   |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|--------------|-----------------|---|--------------|
| 26-07-22     | Bricks, Hartley | Review of files re Dynacare lease and corresp. with Prime and M. Healy re same. | 1.4          |
| 29-07-22     | Bricks, Hartley | Corresp. with M. Neely re Dynacare lease renewal, review of past rent rolls.    | 0.9          |
| <b>Total</b> |                 |   | <b>16.3</b>  |


**Invoice 8003002814**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: October 28, 2022  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

**For professional services rendered**
**Fees**

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of August 1, 2022 to September 30, 2022.

Please see attached appendix for details.

**Sales Tax**

HST applicable 3,899.00

HST at 13.00 % 506.87

**Total Amount Due (CAD) 4,405.87**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Bricks, Hartley                          | Director     | 6.3          | 580.00      | 3,654.00        |
| Dew, Todd                                | Senior       | 0.6          | 325.00      | 195.00          |
| Conorton, Laura                          | Consultant   | 0.2          | 250.00      | 50.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>7.1</b>   |             | <b>3,899.00</b> |
| Out-of-pocket Expenses                   |              |              |             | -               |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>3,899.00</b> |



## Appendix #2

Work performed from August 1, 2022 to September 30, 2022

| Date         | Name            | Narrative  | Hours      |
|--------------|-----------------|--|------------|
| 8/3/2022     | Bricks, Hartley | Review and execute disbursements; corresp. with B. Stoneburgh re Dynacare lease.                             | 0.3        |
| 8/8/2022     | Bricks, Hartley | Review of draft lease extension agreement and provide comments to M. Neely.                                  | 0.8        |
| 8/9/2022     | Bricks, Hartley | Review and execute fire review document; review and execute disbursements.                                   | 0.5        |
| 8/10/2022    | Bricks, Hartley | Prepare response to CRA auditor.   | 1.5        |
| 8/17/2022    | Bricks, Hartley | Review and execute disbursements.  | 0.2        |
| 8/18/2022    | Bricks, Hartley | Disc. with D. Preger re status; corresp. with M. Neely re status of lease renewal.                           | 0.2        |
| 8/22/2022    | Dew, Todd       | Prepare bank reconciliation.   | 0.4        |
| 8/23/2022    | Bricks, Hartley | Review and respond to corresp. from M. Neely.  | 0.1        |
| 8/30/2022    | Conorton, Laura | Trust Banking - Processing wire payment.   | 0.2        |
| 8/30/2022    | Bricks, Hartley | corresp. with B. Stoneburgh re status; respond to CRA info request   | 0.5        |
| 9/8/2022     | Bricks, Hartley | Corresp. with M. Neely re Dynacare, review of files and forward pylon agreement.                             | 0.2        |
| 9/12/2022    | Bricks, Hartley | Disc. with A. Pradani and A. Kot re status and site visit.   | 0.3        |
| 9/14/2022    | Bricks, Hartley | Corresp. with M. Neely re status of lease discussions.   | 0.2        |
| 9/14/2022    | Dew, Todd       | Prepare bank reconciliation.   | 0.2        |
| 9/21/2022    | Bricks, Hartley | Corresp. with B. Stoneburgh re status; corresp. with K. Nicholson re front door repairs.                     | 0.3        |
| 9/22/2022    | Bricks, Hartley | Corresp. with Prime re repairs; review and execute disbursements; corresp. from M. Neely re leasing matters. | 0.5        |
| 9/28/2022    | Bricks, Hartley | Review of corresp. from M. Neely; review and respond to corresp. from B. Stoneburgh.                         | 0.7        |
| <b>Total</b> |                 |  | <b>7.1</b> |



ATTN: 249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

## Invoice 8003270590

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: January 31, 2023  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

#### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of October 1, 2022 to December 31, 2022:

- Please see attached appendix for details.

#### Sales Tax

HST applicable 9,880.00

HST at 13.00 % 1,284.40

**Total Amount Due (CAD) 11,164.40**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.





**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Bricks, Hartley                          | Director     | 16.5         | 580.00      | 9,570.00        |
| Brown, Rose                              | Manager      | 0.2          | 325.00      | 65.00           |
| Dew, Todd                                | Senior       | 0.6          | 325.00      | 195.00          |
| Conorton, Laura                          | Consultant   | 0.2          | 250.00      | 50.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>17.5</b>  |             | <b>9,880.00</b> |
| Out-of-pocket Expenses                   |              |              |             | -               |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>9,880.00</b> |



## Appendix #2

### Work performed from October 1, 2022 to December 31, 2022

| Date       | Name            | Narrative  | Hours |
|------------|-----------------|--|-------|
| 10/3/2022  | Brown, Rose     | Trust Banking - Pull online banking report and send to property management company.  | 0.1   |
| 10/3/2022  | Bricks, Hartley | Review and execute disbursements; corresp. with Prime re snowplowing contract; prepare cash flow forecast and forward same to A. Pradani.          | 1.3   |
| 10/5/2022  | Bricks, Hartley | Disc. with M. Neely re Dynacare lease and review of documents regarding same.  | 0.5   |
| 10/11/2022 | Bricks, Hartley | Review of HST return and provide changes to J. Stravato.   | 0.2   |
| 10/12/2022 | Bricks, Hartley | Review of lease amending agreement for Dynacare and execute; prepare corresp. to Prime re lease amendment and prepare corresp. to Addenda re same. | 0.6   |
| 10/17/2022 | Bricks, Hartley | Review of invoice from M. Neely and forward to Prime for payment.  | 0.1   |
| 10/19/2022 | Bricks, Hartley | Review and execute disbursements   | 0.4   |
| 10/21/2022 | Dew, Todd       | Prepare bank reconciliation.   | 0.2   |
| 11/1/2022  | Conorton, Laura | Processing wire payment.   | 0.2   |
| 11/9/2022  | Bricks, Hartley | Corresp. with insurer re premiums; review of monthly reporting.  | 1.3   |
| 11/14/2022 | Bricks, Hartley | Review and execute disbursements.  | 0.2   |
| 11/16/2022 | Dew, Todd       | Prepare bank reconciliation.   | 0.2   |
| 11/18/2022 | Bricks, Hartley | Respond to corresp. from M. Neely re status.   | 0.1   |
| 11/21/2022 | Bricks, Hartley | Corresp. with insurance broker re premium changes, review of files and corresp. with Prime re same.  | 0.6   |
| 11/25/2022 | Bricks, Hartley | Corresp. with B. Stoneburgh re tenant tour and status.   | 0.2   |
| 11/28/2022 | Bricks, Hartley | Disc. with M. Neely re status; review of files and corresp. with Prime re rent roll matters.   | 1.3   |
| 11/29/2022 | Bricks, Hartley | Disc. with N. Mewett of Altus re property tax appeal and corresp. with B. Stoneburgh re same.  | 1.5   |
| 12/5/2022  | Bricks, Hartley | Review of Metro lease and corresp. with Prime and M. Neely re same; review of rent roll and monthly reporting.                                     | 1.0   |
| 12/6/2022  | Brown, Rose     | Trust Banking - Input Receipts and Disbursement for Month and file back up.  | 0.1   |

| Date         | Name            | Narrative  | Hours       |
|--------------|-----------------|--|-------------|
| 12/6/2022    | Bricks, Hartley | Disc. with M. Melnick of Dickinson Wright re Metro lease.  | 0.8         |
| 12/8/2022    | Bricks, Hartley | Review and execute disbursements.  | 0.5         |
| 12/9/2022    | Bricks, Hartley | Review of motion record filed by a Gross properties investor and forward same to Dickinson Wright and Blaneys.                                     | 0.5         |
| 12/13/2022   | Bricks, Hartley | Review of corresp. concerning litigation against property and forward same to D. Preger.   | 0.3         |
| 12/14/2022   | Bricks, Hartley | Corresp. re potential new tenant; corre. concerning Metro, review of files re same; review and approve work recommended by fire safety consultant. | 1.2         |
| 12/15/2022   | Bricks, Hartley | Review of files re Metro and prepare corresp. to Sterling.   | 1.5         |
| 12/19/2022   | Dew, Todd       | Prepare bank reconciliation.   | 0.2         |
| 12/19/2022   | Bricks, Hartley | Corresp. and with B. Stoneburgh re Metro lease; corresp. with Prime re lease ledgers.  | 0.4         |
| 12/21/2022   | Bricks, Hartley | Review of account ledgers re Metro   | 0.8         |
| 12/22/2022   | Bricks, Hartley | Analysis of Metro lease; disc. with B. Stoneburgh; review and execute disbursements.   | 1.2         |
| <b>Total</b> |                 |  | <b>17.5</b> |



249 Ontario Street Holdings Inc.  
 c/o Deloitte Restructuring Inc., Interim Receiver  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

## Invoice 8003440879

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
 8 Adelaide Street West, Suite 200  
 Toronto ON M5H 0A9

Tel: (416) 601-6150  
 Fax: (416) 601-6151  
 www.deloitte.ca

Date: March 29, 2023  
 Client No.: 1453365  
 WBS#: ADD00074  
 Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
 QST Registration: 1000870419 TQ0002

### For professional services rendered

### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of January 1, 2023 to February 28, 2023.

Please see attached appendix for details.

### Sales Tax

HST applicable 20,903.50

HST at 13.00 % 2,717.46

**Total Amount Due (CAD) 23,620.96**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| Name                                     | Level    | Hours       | Rate   | Amount           |
|--|----------|-------------|--------|------------------|
| Bricks, Hartley                          | Director | 35.2        | 580.00 | 20,416.00        |
| Brown, Rose                              | Manager  | 1.1         | 325.00 | 357.50           |
| Dew, Todd                                | Senior   | 0.4         | 325.00 | 130.00           |
| <b>Total Professional Hours and Fees</b> |          | <b>36.7</b> |        | <b>20,903.50</b> |
| Out-of-pocket Expenses                   |          |             |        | -                |
| <b>Total Fees and Expenses (CAD)</b>     |          |             |        | <b>20,903.50</b> |



## Appendix #2

Work performed from January 1, 2023 to February 28, 2023

| Date      | Name            | Narrative   | Hours |
|-----------|-----------------|---|-------|
| 1/4/2023  | Brown, Rose     | Pull online banking report and send to Property Management Company. Send email to Trusteed Dept to obtain copy of Deposit slip.   | 0.3   |
| 1/6/2023  | Brown, Rose     | Confirm with Property Management - Deposit incorrectly record to Account and RBC will be reversing.   | 0.1   |
| 1/9/2023  | Brown, Rose     | Review account online for deposit correction.   | 0.1   |
| 1/10/2023 | Bricks, Hartley | Corresp. with C. Reed re insurance coverage; corresp. with B. Stoneburgh re leasing matters.  | 0.4   |
| 1/12/2023 | Bricks, Hartley | Review and execute disbursements.   | 0.2   |
| 1/13/2023 | Bricks, Hartley | Prepare for and attend conf. call with D. Preger and P. Muchnik to discuss status and strategy, and prepare corresp. to A. Pradani and A. Kot re same; disc. with B. Stoneburgh re leasing interest.          | 1.7   |
| 1/20/2023 | Bricks, Hartley | Corresp. with B. Stoneburgh re pharmacy and options; review of pharmacy lease and corresp. with B. Stoneburgh; corresp. with Addenda re strategy; corresp. with D. Preger and P. Muchnick re timing for disc. | 2.0   |
| 1/23/2023 | Bricks, Hartley | Disc. with P. Muchnik and D. Preger re go-forward strategy and prepare email to Addenda re same; corresp. with M. Neely re pharmacy lease.  | 1.3   |
| 1/24/2023 | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing; review of Metro Radiology ledger; review of motion record of KPMG.  | 1.0   |
| 1/25/2023 | Bricks, Hartley | Review of Metro Lease ledgers and prepare reconstituted ledgers; prepare responding corresp. for Prime.   | 3.0   |
| 1/26/2023 | Bricks, Hartley | Corresp. with B. Stoneburgh re Metro lease.   | 0.2   |
| 1/26/2023 | Dew, Todd       | Prepare bank reconciliation.  | 0.2   |
| 1/27/2023 | Bricks, Hartley | Review of corresp from B. Stoneburgh, review of files, and respond with comments\.  | 1.1   |
| 1/30/2023 | Bricks, Hartley | Corresp. with B. Stoneburgh re pharmacy lease matters; disc. with M. Neely re pharmacy lease.   | 0.6   |
| 1/31/2023 | Bricks, Hartley | Various corresp. with B. Stoneburgh re pharmacy lease; corresp. with M. Neely re pharmacy lease; prepare corresp. to Addenda re status of pharmacy lease; review and execute disbursements.                   | 1.5   |

| Date      | Name            | Narrative   | Hours |
|-----------|-----------------|---|-------|
| 2/1/2023  | Bricks, Hartley | Disc. with M. Neely re party interested in pharmacy and terms of lease; corresp. with B. Stoneburgh re pharmacy lease activity; prepare update email for Addenda.   | 1.2   |
| 2/2/2023  | Bricks, Hartley | Disc. with M. Neely re pharmacy lease; corresp. with B. Stoneburgh re pharmacy lease matters; review of Shoppers lease re default provisions.   | 1.6   |
| 2/3/2023  | Bricks, Hartley | Corresp. with A. Pradani re notice of motion; review of corresp. re notice of motion; respond to questions from M. Neely re new pharmacy lease; review of files re CAD drawings, contact Space Database to obtain same. | 1.1   |
| 2/6/2023  | Brown, Rose     | Trust Banking - Disbursement cheque.  | 0.2   |
| 2/6/2023  | Bricks, Hartley | Corresp. with B. Stoneburgh re pharmacy offer and Metro lease; corresp. and disc. with M. Neely re pharmacy lease.  | 1.3   |
| 2/7/2023  | Brown, Rose     | Inquiry with RBC re: Interest earned on Property Mgmt account.  | 0.1   |
| 2/7/2023  | Bricks, Hartley | Review of 2023 budget and corresp. with Prime re same; disc. with M. Neely re pharmacy offer; review of draft order and provide comments to D. Preger.  | 2.2   |
| 2/8/2023  | Bricks, Hartley | Disc. with B. Stoneburgh re disc. with Metro; prepare corresp. to Addenda re pharmacy lease offers.   | 1.5   |
| 2/9/2023  | Bricks, Hartley | Prepare and forward email to Addenda re pharmacy offers; review of corresp. from B. Stoneburgh re Metro lease; corresp. to M. Mednick of DW re Shoppers default notice.   | 1.8   |
| 2/10/2023 | Bricks, Hartley | Disc. with J. Di Ciano re 2023 Budget and follow up email re same; review and respond to corresp. from B. Stoneburgh re pharmacy lease.   | 2.0   |
| 2/13/2023 | Bricks, Hartley | Review and respond to corresp form B. Stoneburgh and M. Neely re pharmacy lease matters; review of draft notice from M. Melnick; corresp. re coordinate appraiser site visit.   | 1.3   |
| 2/14/2023 | Bricks, Hartley | Review of emails from B. Stoneburgh and M. Neely re pharmacy lease and prepare update email for Addenda; disc. with A. Kot re lease offers.   | 2.0   |
| 2/15/2023 | Bricks, Hartley | Revise lease agreement and forward to M. Neely; corresp. with B. Stoneburgh re status of shoppers   | 0.8   |
| 2/17/2023 | Bricks, Hartley | Review and execute pharmacy lease and forward to M. Neely; corresp. with B. Stoneburgh re pharmacy and lease status; review of revised budget.  | 1.7   |
| 2/21/2023 | Dew, Todd       | Prepare bank reconciliations  | 0.2   |
| 2/21/2023 | Bricks, Hartley | Corresp. with M. Neely re pharmacy lease; corresp. with M. King re pharmacy condition.  | 0.5   |



| Date         | Name            | Narrative  | Hours       |
|--------------|-----------------|--|-------------|
| 2/24/2023    | Bricks, Hartley | Respond to A. Pradani questions from appraiser regarding leases.   | 0.5         |
| 2/27/2023    | Bricks, Hartley | Corresp. with M. Neely re pharmacy access and coordinate same with M. King; corresp. and disc. with B. Stoneburgh re Metro Radiology arrears; review and respond to info request from B. Leef. | 2.1         |
| 2/28/2023    | Brown, Rose     | Trust Banking Adm - Pull online banking report and scan bill received and send to property management company.   | 0.3         |
| 2/28/2023    | Bricks, Hartley | Disc. with M. Mednick re default letter; corresp. with J. Stravato re updated lease ledger   | 0.6         |
| <b>Total</b> |                 |  | <b>36.7</b> |





249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

## Invoice 8003580667

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: May 12, 2023  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of March 1, 2023 to April 30, 2023.

Please see attached appendix for details.

### Sales Tax

HST applicable 22,885.50

HST at 13.00 % 2,975.12

**Total Amount Due (CAD) 25,860.62**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b>   | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|----------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director       | 28.6         | 580.00      | 16,588.00        |
| Damiani, Stefano                         | Director       | 0.1          | 580.00      | 58.00            |
| Cook, Danielle                           | Senior Manager | 11.4         | 505.00      | 5,757.00         |
| Brown, Rose                              | Manager        | 0.9          | 325.00      | 292.50           |
| Conorton, Laura                          | Consultant     | 0.5          | 250.00      | 125.00           |
| Dew, Todd                                | Senior         | 0.2          | 325.00      | 65.00            |
| <b>Total Professional Hours and Fees</b> |                | <b>41.7</b>  |             | <b>22,885.50</b> |
| Out-of-pocket Expenses                   |                |              |             | -                |
| <b>Total Fees and Expenses (CAD)</b>     |                |              |             | <b>22,885.50</b> |



## Appendix #2

Work performed from March 1, 2023 to April 30, 2023

| Date      | Name            | Narrative  | Hours |
|-----------|-----------------|--|-------|
| 3/1/2023  | Bricks, Hartley | Update ledger for Metro Radiology and forward to M. Mednick; review draft default letter and forward to B. Stoneburgh for comments; corresp. and disc. with W. Rueger of CRA re HST refund and tax returns.  | 1.5   |
| 3/2/2023  | Bricks, Hartley | Disc. with M. King re new pharmacy lease matters, and corresp. with M. Mednick re same; corresp. with M. Neely re pharmacy lease; disc. re D. Cook re corp tax returns; email to Addenda re status; prepare and file RC342 waiver request.           | 2.3   |
| 3/2/2023  | Cook, Danielle  | Discussion with H. Bricks re info required for filing of corporate tax return.   | 0.3   |
| 3/3/2023  | Bricks, Hartley | Corresp. with A. Pradana re interest accrual and review of mortgage statement.   | 0.3   |
| 3/6/2023  | Brown, Rose     | Trust Banking - Email to RBC regarding interest.   | 0.1   |
| 3/6/2023  | Bricks, Hartley | Prepare 2021 IS for tax return; corresp. with Prime re previous tax returns.   | 1.7   |
| 3/6/2023  | Cook, Danielle  | 249 Ontario St Holdings - Income tax filings initial discussions   | 1.3   |
| 3/7/2023  | Bricks, Hartley | Corresp. with M. Neely re pharmacy lease.  | 0.2   |
| 3/8/2023  | Bricks, Hartley | Disc. with new pharmacy tenant re concerns on state of unit and timing for occupancy; disc. with M. King re state of unit and repair work, and prepare corresp. new pharmacist re same; corresp. with B. Stoneburgh re Metro and M. Mednick re same. | 2.5   |
| 3/9/2023  | Bricks, Hartley | Disc. with M. Mednick re options and timing, and corresp. with B. Stoneburgh re same.  | 0.3   |
| 3/10/2023 | Bricks, Hartley | Review and revise Metro letter prepared by M. Mednick; review and prepare balance sheet for tax filing.  | 3.5   |
| 3/10/2023 | Brown, Rose     | Trust Banking - Pull online banking report and send to Property Mgmt company.  | 0.1   |
| 3/13/2023 | Bricks, Hartley | Prepare information for tax return including responding to questions from D. Cook; corresp. with B. Stoneburgh re Metro Radiology  | 2.5   |
| 3/6/2023  | Cook, Danielle  | Forward various questions to H. Bricks.  | 0.5   |
| 3/14/2023 | Bricks, Hartley | Corresp. with M. Mednick re Shoppers lease.  | 0.7   |

| Date      | Name             | Narrative   | Hours |
|-----------|------------------|---|-------|
| 3/15/2023 | Bricks, Hartley  | Disc. with M. King re pharmacy locks and other matters; corresp. concerning Metro response; renew insurance coverage; review letter to Shoppers re lease termination and respond to M. Mednick. | 1.5   |
| 3/16/2023 | Bricks, Hartley  | Disc. with M. King re status of pharmacy cleanup and change of locks.   | 0.3   |
| 3/20/2023 | Dew, Todd        | Prepare bank reconciliation.  | 0.2   |
| 3/20/2023 | Bricks, Hartley  | Review of corresp. from Metro Radiology, disc. same with B. Stoneburgh; corresp. with M. Mednick re go forward plan; disc. with M. King re work at premises.                                    | 1.1   |
| 3/21/2023 | Bricks, Hartley  | Review and respond to corresp from A. Pradani; review response from B. Stoneburgh; corresp. with M. Mednick re letter to Metro; review and execute disbursements.                               | 1.4   |
| 3/21/2023 | Brown, Rose      | Trust Banking - Contact Enbridge and obtain copy of Jan/23 bill and send to Property Mgmt company.  | 0.2   |
| 3/23/2023 | Bricks, Hartley  | Corresp. concerning Pharmacy lease and disc. with M. Neely re same.   | 1.0   |
| 3/24/2023 | Bricks, Hartley  | Corresp. concerning Metro lease.  | 0.5   |
| 3/31/2023 | Bricks, Hartley  | Corresp. with M. Mednick re Metro lease; corresp. with B. Stoneburgh re same.   | 1.0   |
| 4/3/2023  | Damiani, Stefano | Review and sign wire.   | 0.1   |
| 4/3/2023  | Conorton, Laura  | Processing transfer of funds to 249 Ont   | 0.5   |
| 4/3/2023  | Bricks, Hartley  | Review of corresp. concerning Metro; corresp. with J. stravato re lease payments  | 0.5   |
| 4/4/2023  | Brown, Rose      | Trust Bank - Disbursement cheque. Send Online banking report to Property Mgmt Company.  | 0.5   |
| 4/10/2023 | Bricks, Hartley  | Corresp. with M. Mednick re counter offer to Metro.   | 0.3   |
| 4/11/2023 | Bricks, Hartley  | Corresp. with M. Neely re pharmacy lease; review of corresp. re Metro lease and disc. with M. Mednick re same; review and execute disbursements   | 1.0   |
| 4/12/2023 | Bricks, Hartley  | Review corresp. from B. Stoneburgh and prepare corresp. to M. Mednick re Metro offer  | 0.8   |
| 4/12/2023 | Cook, Danielle   | Prepare corporate tax return.   | 1.3   |
| 4/13/2023 | Bricks, Hartley  | Corresp. with M. Mednick re negotiations with Metro; review of T2 return and email to CRA.  | 0.5   |
| 4/13/2023 | Cook, Danielle   | Prepare corporate tax return and forward to H. Bricks.  | 8.0   |
| 4/18/2023 | Bricks, Hartley  | Review of Metro amending agreement and forward comments to M. Mednick.  | 1.0   |

| Date         | Name            | Narrative  | Hours       |
|--------------|-----------------|--|-------------|
| 4/19/2023    | Bricks, Hartley | Review of revised Metro amended lease and respond to M. Melnick. | 0.5         |
| 4/20/2023    | Bricks, Hartley | Prepare Fiscal 2022 FS.  | 0.5         |
| 4/21/2023    | Bricks, Hartley | Prepare 2022 income statement; respond to creditor inquiry.      | 1.0         |
| 4/28/2023    | Bricks, Hartley | Disc. with M. King re pharmacy unit matters.                     | 0.2         |
| <b>Total</b> |                 |  | <b>41.7</b> |



249 Ontario Street Holdings Inc.  
 c/o Deloitte Restructuring Inc., Interim Receiver  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

## Invoice 8004034029

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
 8 Adelaide Street West, Suite 200  
 Toronto ON M5H 0A9

Tel: (416) 601-6150  
 Fax: (416) 601-6151  
 www.deloitte.ca

Date: October 11, 2023  
 Client No.: 1453365  
 WBS#: ADD00074  
 Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
 QST Registration: 1000870419 TQ0002

### For professional services rendered

### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of May 1, 2023 to August 30, 2023.

Please see attached appendix for details.

|                |           |
|----------------|-----------|
| HST applicable | 19,625.50 |
|----------------|-----------|

### Expense

Out-of-pocket Expenses

|                |        |
|----------------|--------|
| HST applicable | 122.16 |
|----------------|--------|

### Sales Tax

|                |          |
|----------------|----------|
| HST at 13.00 % | 2,567.20 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>22,314.86</b> |
|-------------------------------|------------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|--------------|--------------|-------------|------------------|
| Bricks, Hartley                          | Director     | 32.1         | 580.00      | 18,618.00        |
| Brown, Rose                              | Manager      | 1.1          | 325.00      | 357.50           |
| Dew, Todd                                | Senior       | 2.0          | 325.00      | 650.00           |
| <b>Total Professional Hours and Fees</b> |              | <b>35.2</b>  |             | <b>19,625.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 122.16           |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>19,747.66</b> |



## Appendix #2

Work performed from May 1, 2023 to August 30, 2023

| Date      | Name            | Narrative   | Hours |
|-----------|-----------------|---|-------|
| 5/2/2023  | Brown, Rose     | Deposit cheque and record same in Ascend.   | 0.4   |
| 5/2/2023  | Dew, Todd       | Bank Reconciliation.  | 0.4   |
| 5/2/2023  | Bricks, Hartley | Review of correspondence from CRA regarding HST refund; correspondence with A. Pradana re rent roll.  | 0.1   |
| 5/3/2023  | Bricks, Hartley | Correspondence with Prime re rent roll, review of same and provide to A. Pradana along with leasing update.   | 0.8   |
| 5/4/2023  | Bricks, Hartley | Review of correspondence on Metro Leasing and correspondence with B. Stoneburgh re same.  | 0.3   |
| 5/5/2023  | Bricks, Hartley | Correspondence concerning revised lease, review of same and provide comments to Dickinson Wright.   | 1.1   |
| 5/8/2023  | Bricks, Hartley | Review of revised amended and restated lease agreement and provide comments to Dickinson Wright.  | 0.3   |
| 5/9/2023  | Bricks, Hartley | Review and revise exclusivity clause in Metro lease and forward to R. Schuett; prepare section 246(2) report and forward to OSB.  | 1.8   |
| 5/11/2023 | Bricks, Hartley | Correspondence with M. King and M. Neely re pharmacy signage, review of lease re same.  | 0.8   |
| 5/12/2023 | Brown, Rose     | Issue disbursement cheque and record same in Ascend.  | 0.3   |
| 5/12/2023 | Bricks, Hartley | Respond to pharmacy re proposed signage; correspondence with B. Stoneburgh re lease renewal terms.  | 0.5   |
| 5/15/2023 | Bricks, Hartley | Correspondence with M. King and J. DiCano re pharmacy signage; correspondence with insurer re premiums; correspondence with B. Stoneburgh re leasing opportunity.                     | 0.7   |
| 5/15/2023 | Brown, Rose     | Confirm 246 report sent to OSB and save on Q Drive.   | 0.1   |
| 5/15/2023 | Dew, Todd       | Bank Reconciliation.  | 0.4   |
| 5/16/2023 | Bricks, Hartley | Review and execute Metro lease; prepare correspondence to Prime re Metro Lease; correspondence with B. Stoneburgh re Pharmacy signage; correspondence with Addenda re leasing update. | 1.2   |
| 5/16/2023 | Brown, Rose     | Scan mail received and send to Property Management team.  | 0.1   |
| 5/17/2023 | Bricks, Hartley | Correspondence with appraiser re site visit.  | 0.1   |
| 5/18/2023 | Bricks, Hartley | Correspondence with Prime concerning signage; corresp. concerning appraiser site visit  | 0.4   |



| <b>Date</b> | <b>Name</b>     | <b>Narrative</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 5/24/2023   | Bricks, Hartley | Correspondence with appraiser re site visitnd A. Pradani re same; review and execute disbursements.   | 0.5          |
| 5/25/2023   | Bricks, Hartley | Correspondence concerning site visit, property taxes.   | 0.3          |
| 5/30/2023   | Bricks, Hartley | Correspondence with Prime re accounting matters.  | 0.2          |
| 5/31/2023   | Bricks, Hartley | Attendance at site for tour with A. Pradani and A. Kot; discussion with M. King re site issues.   | 2.2          |
| 6/5/2023    | Bricks, Hartley | Correspondence with Prime re signage and Metro monthly payments; correspondence with B. Stoneburgh re sign board.   | 0.4          |
| 6/6/2023    | Bricks, Hartley | Discussion with W. Rueger of CRA re status.   | 0.2          |
| 6/7/2023    | Bricks, Hartley | Review of monthly reporting.  | 0.3          |
| 6/12/2023   | Bricks, Hartley | Corresp. concerning insurance premiums.   | 0.1          |
| 6/13/2023   | Bricks, Hartley | Corresp. with B. Stoneburgh re leasing matters.   | 0.2          |
| 6/14/2023   | Bricks, Hartley | Review and respond to inquiry from Aird & Berlis regarding financial statements for 249 Ontario.  | 0.4          |
| 6/16/2023   | Dew, Todd       | Bank reconciliation.  | 0.4          |
| 6/20/2023   | Bricks, Hartley | Correspondence with B. Stoneburgh re potential tenant.  | 0.1          |
| 6/21/2023   | Bricks, Hartley | Correspondence with B. Stoneburgh re potential tenant; correspondence concerning Metro payments.  | 0.5          |
| 6/23/2023   | Bricks, Hartley | Correspondence concerning Metro rent arrears; review and execute disbursements.   | 0.5          |
| 6/26/2023   | Bricks, Hartley | Correspondence with Hub concerning continued coverage and review of invoice for payment   | 0.2          |
| 6/27/2023   | Bricks, Hartley | Correspondence with B. Stoneburgh re potential tenant.  | 0.3          |
| 6/28/2023   | Bricks, Hartley | Correspondence with B. Stoneburgh re potential tenant.  | 0.2          |
| 7/5/2023    | Bricks, Hartley | Review of emails from B. Stoneburgh re potential new lease, analysis of same and further emails re structure; correspondence with Prime re lease payments; discussion with M. Mednick re Shoppers Lease and prepare analysis of same. | 2.3          |
| 7/6/2023    | Bricks, Hartley | Review of draft HST return and respond to Prime; correspondence with B. Stoneburgh re HearingLife lease; correspondence with Prime on pharmacy lease.   | 1.4          |
| 7/7/2023    | Bricks, Hartley | Correspondence with B. Stoneburgh re proposed new lease.  | 0.1          |
| 7/10/2023   | Bricks, Hartley | Correspondence with B. Stoneburgh re offer to lease, review of same.  | 0.6          |
| 7/11/2023   | Bricks, Hartley | Review of B. Stoneburgh comments on offer, prepare comments re same.  | 0.5          |



249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

## Invoice 8004216639

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: December 04, 2023  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 12289 3605 RT0001  
QST Registration: 1000870419 TQ0002

### For professional services rendered

#### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of August 31, 2023 to November 30, 2023.

Please see attached appendix for details.

|                |          |
|----------------|----------|
| HST applicable | 4,012.00 |
|----------------|----------|

#### Expense

Out-of-pocket Expenses.

|                |       |
|----------------|-------|
| HST applicable | 21.86 |
|----------------|-------|

#### Sales Tax

|                |        |
|----------------|--------|
| HST at 13.00 % | 524.40 |
|----------------|--------|

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Amount Due (CAD)</b> | <b>4,558.26</b> |
|-------------------------------|-----------------|



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Hristow, Catherine                       | Director     | 4.9          | 580.00      | 2,842.00        |
| Brown, Rose                              | Manager      | 2.4          | 325.00      | 780.00          |
| Dew, Todd                                | Senior       | 1.2          | 325.00      | 390.00          |
| <b>Total Professional Hours and Fees</b> |              | <b>8.5</b>   |             | <b>4,012.00</b> |
| Out-of-pocket Expenses                   |              |              |             | 21.86           |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>4,033.86</b> |



## Appendix #2

Work performed from August 31, 2023 to November 30, 2023

| Date       | Name               | Narrative  | Hours |
|------------|--------------------|--|-------|
| 9/5/2023   | Brown, Rose        | Pick up courier package of cheques and send email to C. Hristow  | 0.1   |
| 9/6/2023   | Brown, Rose        | Scan cheques issued by Prime and send to C. Hristow for review and approvals.  | 0.2   |
| 9/6/2023   | Hristow, Catherine | Review disbursements and authorize cheques to be signed; email correspondence with Prime regarding Eagle Environmental; correspondence with B. Stoneburgh regarding occupancy rate analysis; email correspondence with insurer for the building. | 0.8   |
| 9/7/2023   | Brown, Rose        | Obtain signatures on disbursement cheques and return to Prime.   | 0.1   |
| 9/14/2023  | Hristow, Catherine | Send documents to M. Mednick re Ontario Medical Supply and review comments on same.  | 0.4   |
| 9/18/2023  | Dew, Todd          | Bank reconciliation.   | 0.4   |
| 9/19/2023  | Brown, Rose        | Pull online banking report and sent to Prime.  | 0.1   |
| 10/5/2023  | Hristow, Catherine | Correspondence with B. Stoneburgh re attendance at 249 Ontario; correspondence with T. Moss, A. Pradana, and A. Kott re attendance and leasing agent's view of the property.   | 0.3   |
| 10/17/2023 | Dew, Todd          | Bank reconciliation.   | 0.4   |
| 10/18/2023 | Brown, Rose        | Disbursement cheques received from Prime- print approval from C. Hristow, have cheques signed and return to Prime.   | 0.5   |
| 10/19/2023 | Brown, Rose        | Review online how to amend HST Return and sent information and letter to Property Mgmt company to prepare.   | 0.3   |
| 10/19/2023 | Hristow, Catherine | Attend at 249 Ontario to meet with B. Stoneburgh and the superintendent.   | 1.0   |
| 10/31/2023 | Brown, Rose        | Pull online banking report and send to Prime.  | 0.1   |
| 10/31/2023 | Hristow, Catherine | Correspondences with B. Stoneburgh re Ontario Medical, and Imaging; correspondence with P. Haigh re Ontario Medical; email to K Nicholson re outstanding rent for Imaging.   | 0.5   |
| 11/3/2023  | Brown, Rose        | Print approval from C. Hristow, obtain signatures and send cheques back to Prime; scan copy of cheque received in the mail and send to Prime.  | 0.5   |

| <b>Date</b>  | <b>Name</b>        | <b>Narrative</b>  | <b>Hours</b> |
|--------------|--------------------|---|--------------|
| 11/6/2023    | Hristow, Catherine | Email correspondence to insurer requesting confirmation of extension of insurance and invoice.                                    | 0.1          |
| 11/7/2023    | Hristow, Catherine | Review correspondence from insurer and forward same for payment.  | 0.1          |
| 11/13/2023   | Hristow, Catherine | Correspondence with M. Melnick re Shoppers settlement.  | 0.1          |
| 11/15/2023   | Hristow, Catherine | Correspondence with B. Stoneburg regarding Royal Drugs.   | 0.1          |
| 11/17/2023   | Dew, Todd          | Bank reconciliation.  | 0.4          |
| 11/21/2023   | Brown, Rose        | Prepare receipts and disbursements, pull Ascend reports and send to C. Hristow.   | 0.5          |
| 11/30/2023   | Hristow, Catherine | Attend meeting at Dickinson Wright office with Addenda; various correspondences with B. Stoneburgh; correspondence with M. Neely. | 1.5          |
| <b>Total</b> |                    |   | <b>8.5</b>   |

| <b>Date</b>  | <b>Name</b>     | <b>Narrative</b>   | <b>Hours</b> |
|--------------|-----------------|--|--------------|
| 7/12/2023    | Bricks, Hartley | Revise HearingLife lease and forward to B. Stoneburgh; review and respond to correspondence from B. Stoneburgh re terms for new tenant lease.  | 0.8          |
| 7/13/2023    | Bricks, Hartley | Review of revised offer and provide comments to B. Stoneburgh.   | 0.4          |
| 7/14/2023    | Bricks, Hartley | Corresp. with B. Stoneburgh re offer to lease; prepare corresp. to A. Pradani re leasing status; prepare draft lease for counselling service.  | 4.0          |
| 7/17/2023    | Bricks, Hartley | Correspondence with B. Stoneburgh re proposed new lease.   | 0.4          |
| 7/18/2023    | Bricks, Hartley | Correspondence with B. Stoneburgh re proposed new lease.   | 0.3          |
| 7/20/2023    | Dew, Todd       | Bank Reconciliation.   | 0.4          |
| 7/20/2023    | Bricks, Hartley | Review of corresp. from Shoppers re lease termination, review of files and forward comments to M. Mednick  | 1.3          |
| 7/24/2023    | Bricks, Hartley | Correspondence with B. Stoneburgh re new tenant and review of lease regarding same; review of bank statements re rent payments and Shoppers lease.   | 1.0          |
| 7/25/2023    | Bricks, Hartley | Review and respond to correspondence from A. Kot; review of lease agreement, revise same and execute and forward to B. Stoneburgh; correspondence with Prime re status of various matters; review of Shoppers lease, correspondence with M. Mednick and attendance on conference call re same. | 2.2          |
| 7/26/2023    | Bricks, Hartley | Review and execute disbursements; correspondence concerning Shoppers lease; contact Elexicon energy for address change.  | 0.6          |
| 7/31/2023    | Bricks, Hartley | Correspondence with A. Pradani and prepare stabilized rent roll and income statement for property.   | 1.5          |
| 8/23/2023    | Brown, Rose     | Scan send Enbridge bill to Property Management firm; telephone discussion with Enbridge to obtain copy of bill for July for Property Management firm.  | 0.2          |
| 8/28/2023    | Dew, Todd       | Bank reconciliation.   | 0.4          |
| <b>Total</b> |                 |  | <b>35.2</b>  |



249 Ontario Street Holdings Inc.  
 c/o Deloitte Restructuring Inc., Interim Receiver  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

## Invoice 8004559695

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
 8 Adelaide Street West, Suite 200  
 Toronto ON M5H 0A9

Tel: (416) 601-6150  
 Fax: (416) 601-6151  
 www.deloitte.ca

Date: March 14, 2024  
 Client No.: 1453365  
 WBS#: ADD00074  
 Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
 QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of December 1, 2023 to February 29, 2024.

Please see attached appendix for details.

|                |          |
|----------------|----------|
| HST applicable | 2,764.50 |
|----------------|----------|

#### Expense

Out-of-pocket Expenses.

|                |        |
|----------------|--------|
| HST applicable | 126.59 |
|----------------|--------|

#### Sales Tax

|                |        |
|----------------|--------|
| HST at 13.00 % | 375.84 |
|----------------|--------|

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Amount Due (CAD)</b> | <b>3,266.93</b> |
|-------------------------------|-----------------|



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Hristow, Catherine                       | Director     | 0.9          | 580.00      | 522.00          |
| Brown, Rose                              | Manager      | 5.7          | 325.00      | 1,852.50        |
| Dew, Todd                                | Senior       | 1.2          | 325.00      | 390.00          |
| <b>Total Professional Hours and Fees</b> |              | <b>7.8</b>   |             | <b>2,764.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 126.59          |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>2,891.09</b> |





## Appendix #2

### Work performed from December 1, 2023 to February 29, 2024

| Date         | Name               | Narrative   | Hours      |
|--------------|--------------------|---|------------|
| 12/6/2023    | Brown, Rose        | Prepare disbursement and receipt vouchers; prepare transfer between accounts and wire request, have signed and send to RBC for process; input into Ascend; scanning mail and sent to Prime. | 1.9        |
| 12/15/2023   | Dew, Todd          | Bank reconciliations.   | 0.4        |
| 12/21/2023   | Hristow, Catherine | Review and approve disbursements.   | 0.1        |
| 12/22/2023   | Brown, Rose        | Review cheque received from Prime reviewed by C. Hristow, have signed and copy; prepare courier slip to send overnight the signed cheques to Prime.   | 1.0        |
| 1/8/2024     | Brown, Rose        | Send over copy of Transfer for online banking fee; pull online banking report and send to Prime..   | 0.2        |
| 1/15/2024    | Brown, Rose        | Open and scan mail and sent to Prime; print reconciliation documents and update Ascend.   | 0.5        |
| 1/15/2024    | Hristow, Catherine | Review and approve disbursements for signature.   | 0.2        |
| 1/16/2024    | Brown, Rose        | Review files for tax slips; telephone call to Municipality of Port Hope obtain change of address documentation; discuss with C. Hristow.  | 1.0        |
| 1/16/2024    | Hristow, Catherine | Discussions with R. Brown regarding property tax information and change of address; various emails to J. Stravato regarding same.   | 0.2        |
| 1/17/2024    | Brown, Rose        | Prepare forms for change of mailing address and send to C. Hristow for signature and email to Municipality of Port Hope for taxes and water.  | 0.5        |
| 1/19/2024    | Hristow, Catherine | Review and respond to email from M. Mednick and approve issuance of statement of claim against Shoppers.  | 0.1        |
| 1/22/2024    | Dew, Todd          | Bank reconciliations  | 0.4        |
| 1/30/2024    | Brown, Rose        | Scan and sent mail rec'd to Team.   | 0.1        |
| 2/2/2024     | Brown, Rose        | Pull online banking report and send to Prime.   | 0.1        |
| 2/12/2024    | Brown, Rose        | Have cheques signed, copy and courier to Prime.   | 0.4        |
| 2/12/2024    | Hristow, Catherine | Review and approve cheques for signature; execute release and send to M. Mednick.   | 0.2        |
| 2/15/2024    | Dew, Todd          | Bank reconciliations.   | 0.4        |
| 2/23/2024    | Hristow, Catherine | Email S. Corbett regarding insurance.   | 0.1        |
| <b>Total</b> |                    |   | <b>7.8</b> |



249 Ontario Street Holdings Inc.  
c/o Deloitte Restructuring Inc., Interim Receiver  
8 Adelaide St. West, Suite 200  
Toronto ON M5H 0A9  
Canada

## Invoice 8004901146

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: June 18, 2024  
Client No.: 1453365  
WBS#: ADD00074  
Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

#### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of March 1, 2024 to May 31, 2024.

Please see attached appendices for details.

|                |          |
|----------------|----------|
| HST applicable | 3,188.50 |
|----------------|----------|

#### Expense

Out-of-pocket Expenses

|                |        |
|----------------|--------|
| HST applicable | 126.59 |
|----------------|--------|

#### Sales Tax

|                |        |
|----------------|--------|
| HST at 13.00 % | 430.96 |
|----------------|--------|

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Amount Due (CAD)</b> | <b>3,746.05</b> |
|-------------------------------|-----------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.


**Appendix #2**
**Work performed from March 1, 2024 to May 31, 2024**

| <b>Date</b> | <b>Name</b>        | <b>Narrative</b>   | <b>Hours</b> |
|-------------|--------------------|--|--------------|
| 3/5/2024    | Brown, Rose        | Issue disbursement cheque and record in Ascend.  | 0.3          |
| 3/5/2024    | Hristow, Catherine | Correspondence with S. Corbett regarding insurance and send invoice to Prime for payment; correspondences with M. Melnick regarding Shoppers; discussion with B. Stoneburgh re lease and email same to R. Schuett. | 0.4          |
| 3/6/2024    | Hristow, Catherine | Correspondence with B. Stoneburgh regarding a lease.   | 0.1          |
| 3/8/2024    | Hristow, Catherine | Review and approve cheques for signature.  | 0.1          |
| 3/12/2024   | Brown, Rose        | Scan and send mail to the property management firm; input receipts and disbursements in Ascend and file back up.   | 0.3          |
| 3/15/2024   | Dew, Todd          | Prepare bank reconciliations.  | 0.4          |
| 3/21/2024   | Brown, Rose        | Prepare disbursement voucher, confirm cheque #627 not cashed, prepare stop payment, have signed and send to RBC for processing.  | 0.5          |
| 3/26/2024   | Hristow, Catherine | Correspondence with B. Stoneburgh regarding a lease.   | 0.1          |
| 4/2/2024    | Hristow, Catherine | Review and approve disbursements.  | 0.1          |
| 4/9/2024    | Hristow, Catherine | Email M. Mednick regarding issuing claim against Shoppers Drug Mart; email A. Pradena regarding insurance for the property.  | 0.1          |
| 4/12/2024   | Hristow, Catherine | Email correspondence with property manager regarding HST.  | 0.1          |
| 4/17/2024   | Hristow, Catherine | Email property management firm enclosing insurance invoice.  | 0.1          |
| 4/18/2024   | Hristow, Catherine | Review and respond to email from Richters regarding R. Issenman.   | 0.1          |
| 4/23/2024   | Hristow, Catherine | Review and approve cheques for signature.  | 0.2          |
| 4/24/2024   | Hristow, Catherine | Correspondence with B. Stoneburgh.   | 0.1          |
| 4/25/2024   | Brown, Rose        | Have cheques signed, copy signed cheques and courier to property management company.   | 0.3          |
| 4/25/2024   | Dew, Todd          | Prepare bank reconciliations.  | 0.4          |
| 4/25/2024   | Hristow, Catherine | Correspondence with R. Schuett regarding a lease; correspondence with property management firm regarding Shoppers deposit.   | 0.2          |

| <b>Date</b>  | <b>Name</b>        | <b>Narrative</b>   | <b>Hours</b> |
|--------------|--------------------|--|--------------|
| 4/26/2024    | Brown, Rose        | Pick up cheques received from property management company, have cheques signed, copy same and courier back to property management company.                     | 0.5          |
| 4/30/2024    | Hristow, Catherine | Email correspondence with R. Shuett regarding lease.   | 0.1          |
| 5/7/2024     | Hristow, Catherine | Discussion with M. Mednick regarding Shoppers settlement; correspondence with B. Stoneburgh regarding lease; email R. Schuett for execution copy of the lease. | 0.3          |
| 5/8/2024     | Hristow, Catherine | Email B. Stoneburgh regarding lease for execution.   | 0.1          |
| 5/10/2024    | Hristow, Catherine | Email property management firm regarding notice of outstanding payment.  | 0.1          |
| 5/13/2024    | Brown, Rose        | Review email and send copy of utility bill to Property Mgmt Company.   | 0.2          |
| 5/14/2024    | Hristow, Catherine | Email R. Schuett regarding lease extension.  | 0.1          |
| 5/15/2024    | Hristow, Catherine | Correspondence with B. Stoneburgh regarding lease extension.   | 0.1          |
| 5/16/2024    | Hristow, Catherine | Email to R. Schuett enclosing lease and extension.   | 0.1          |
| 5/21/2024    | Dew, Todd          | Prepare bank reconciliations.  | 0.4          |
| 5/22/2024    | Hristow, Catherine | Review email from B. Stoneburg regarding work required and respond asking for three quotes for each item.  | 0.1          |
| 5/23/2024    | Brown, Rose        | Print out approval for property management cheques to be signed, pick up cheques from courier and obtain signatures.   | 0.5          |
| 5/23/2024    | Hristow, Catherine | Correspondences with R. Schuett and B. Stoneburgh regarding lease; review and approve disbursements for signature.   | 0.4          |
| 5/24/2024    | Brown, Rose        | Print signed cheques and send same to property management company.   | 0.3          |
| 5/30/2024    | Hristow, Catherine | Email property management firm regarding MCAP form to be completed.  | 0.1          |
| <b>Total</b> |                    |  | <b>7.3</b>   |



**Appendix #1**  
**Summary of Fees**

| Name                                     | Level    | Hours      | Rate   | Amount          |
|--|----------|------------|--------|-----------------|
| Hristow, Catherine                       | Director | 3.2        | 580.00 | 1,856.00        |
| Brown, Rose                              | Manager  | 2.9        | 325.00 | 942.50          |
| Dew, Todd                                | Senior   | 1.2        | 325.00 | 390.00          |
| <b>Total Professional Hours and Fees</b> |          | <b>7.3</b> |        | <b>3,188.50</b> |
| Out-of-pocket Expenses                   |          |            |        | 126.59          |
| <b>Our Fees (CAD)</b>                    |          |            |        | <b>3,315.09</b> |



## Appendix #2

Work performed from March 1, 2024 to May 31, 2024

| Date      | Name               | Narrative  | Hours |
|-----------|--------------------|--|-------|
| 3/5/2024  | Brown, Rose        | Issue disbursement cheque and record in Ascend.  | 0.3   |
| 3/5/2024  | Hristow, Catherine | Correspondence with S. Corbett regarding insurance and send invoice to Prime for payment; correspondences with M. Melnick regarding Shoppers; discussion with B. Stoneburgh re lease and email same to R. Schuett. | 0.4   |
| 3/6/2024  | Hristow, Catherine | Correspondence with B. Stoneburgh regarding a lease.   | 0.1   |
| 3/8/2024  | Hristow, Catherine | Review and approve cheques for signature.  | 0.1   |
| 3/12/2024 | Brown, Rose        | Scan and send mail to the property management firm; input receipts and disbursements in Ascend and file back up.   | 0.3   |
| 3/15/2024 | Dew, Todd          | Prepare bank reconciliations.  | 0.4   |
| 3/21/2024 | Brown, Rose        | Prepare disbursement voucher, confirm cheque #627 not cashed, prepare stop payment, have signed and send to RBC for processing.  | 0.5   |
| 3/26/2024 | Hristow, Catherine | Correspondence with B. Stoneburgh regarding a lease.   | 0.1   |
| 4/2/2024  | Hristow, Catherine | Review and approve disbursements.  | 0.1   |
| 4/9/2024  | Hristow, Catherine | Email M. Mednick regarding issuing claim against Shoppers Drug Mart; email A. Pradena regarding insurance for the property.  | 0.1   |
| 4/12/2024 | Hristow, Catherine | Email correspondence with property manager regarding HST.  | 0.1   |
| 4/17/2024 | Hristow, Catherine | Email property management firm enclosing insurance invoice.  | 0.1   |
| 4/18/2024 | Hristow, Catherine | Review and respond to email from Richters regarding R. Issenman.   | 0.1   |
| 4/23/2024 | Hristow, Catherine | Review and approve cheques for signature.  | 0.2   |
| 4/24/2024 | Hristow, Catherine | Correspondence with B. Stoneburgh.   | 0.1   |
| 4/25/2024 | Brown, Rose        | Have cheques signed, copy signed cheques and courier to property management company.   | 0.3   |
| 4/25/2024 | Dew, Todd          | Prepare bank reconciliations.  | 0.4   |
| 4/25/2024 | Hristow, Catherine | Correspondence with R. Schuett regarding a lease; correspondence with property management firm regarding Shoppers deposit.   | 0.2   |



249 Ontario Street Holdings Inc.  
 c/o Deloitte Restructuring Inc., Interim Receiver  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

## Invoice 8005598603

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
 8 Adelaide Street West, Suite 200  
 Toronto ON M5H 0A9

Tel: (416) 601-6150  
 Fax: (416) 601-6151  
[www.deloitte.ca](http://www.deloitte.ca)

Date: January 17, 2025  
 Client No.: 1453365  
 WBS#: ADD00074  
 Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
 QST Registration: 1000870419TQ0002

### For professional services rendered

#### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period of June 1, 2024 to December 31, 2024.

Please see attached appendix for details.

|                |          |
|----------------|----------|
| HST applicable | 8,002.50 |
|----------------|----------|

#### Expense

Out-of-pocket Expenses.

|                |        |
|----------------|--------|
| HST applicable | 218.10 |
|----------------|--------|

#### Sales Tax

|                |          |
|----------------|----------|
| HST at 13.00 % | 1,068.68 |
|----------------|----------|

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Amount Due (CAD)</b> | <b>9,289.28</b> |
|-------------------------------|-----------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b> | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>   |
|--|--------------|--------------|-------------|-----------------|
| Hristow, Catherine                       | Director     | 8.5          | 580.00      | 4,930.00        |
| Brown, Rose                              | Manager      | 5.5          | 325.00      | 1,787.50        |
| Dew, Todd                                | Senior       | 2.0          | 325.00      | 650.00          |
| Dowler, Kaley                            | Senior       | 0.8          | 325.00      | 260.00          |
| Conorton, Laura                          | Consultant   | 1.5          | 250.00      | 375.00          |
| <b>Total Professional Hours and Fees</b> |              | <b>18.3</b>  |             | <b>8,002.50</b> |
| Out-of-pocket Expenses                   |              |              |             | 218.10          |
| <b>Total Fees and Expenses (CAD)</b>     |              |              |             | <b>8,220.60</b> |





## Appendix #2

Work performed from June 1, 2024 to December 31, 2024

| Date      | Name               | Narrative  | Hours |
|-----------|--------------------|--|-------|
| 6/5/2024  | Hristow, Catherine | Respond to inquiry regarding potential lease.  | 0.1   |
| 6/6/2024  | Brown, Rose        | Prepare stop payment for cheque 641 and send for signature; send signed stop payment to RBC for processing; scan and send mail to Team/Prime.                                  | 0.7   |
| 6/6/2024  | Hristow, Catherine | Review and approve stop payment request.   | 0.1   |
| 6/10/2024 | Hristow, Catherine | Correspondences with B. Stoneburgh on draft Hearing Life lease and potential tenants; correspondence with A. Pradana.  | 0.5   |
| 6/11/2024 | Hristow, Catherine | Review and approve cheques for signature; correspondences with B. Stoneburgh regarding potential tenant.   | 0.4   |
| 6/12/2024 | Brown, Rose        | Pick up disbursement cheques received by courier from Prime; print approval from C. Hristow, have cheques signed, copy cheques and prepare courier slip to send back to Prime. | 0.5   |
| 6/14/2024 | Dew, Todd          | Bank reconciliations.  | 0.4   |
| 6/14/2024 | Hristow, Catherine | Various correspondences with B. Stoneburgh and R. Schuett regarding Ontario Medical Supply and Hearing Life leases; email A. Pradana regarding realty statement.               | 0.8   |
| 6/17/2024 | Hristow, Catherine | Forward Enbridge invoice to Prime.   | 0.1   |
| 6/18/2024 | Hristow, Catherine | Review email from M. Mednick regarding Shoppers settlement.  | 0.1   |
| 6/25/2024 | Hristow, Catherine | Review and respond to email regarding insurance; correspondence with M. Mednick regarding Shoppers settlement; send B. Stoneburgh signed Hearing Life extension.               | 0.3   |
| 6/26/2024 | Hristow, Catherine | Correspondence with A. Pradana regarding realty taxes.   | 0.1   |
| 6/28/2024 | Hristow, Catherine | Email S. Corbett regarding insurance.  | 0.1   |
| 7/2/2024  | Hristow, Catherine | Email property management firm regarding MPAC form to be completed.  | 0.1   |
| 7/4/2024  | Hristow, Catherine | Review disbursements for approval and request additional information; forward insurance invoice for payment to the property management firm.                                   | 0.2   |
| 7/8/2024  | Hristow, Catherine | Review and approve cheques for signature.  | 0.1   |



## Appendix #2

Work performed from June 1, 2024 to December 31, 2024

| Date      | Name               | Narrative  | Hours |
|-----------|--------------------|--|-------|
| 7/9/2024  | Brown, Rose        | Pick up and prepare disbursements cheques for signing received from Prime.   | 0.1   |
| 7/10/2024 | Brown, Rose        | Copy signed cheques and prepare courier slip and send back to Prime.   | 0.4   |
| 7/15/2024 | Hristow, Catherine | Approve repair of emergency lights.  | 0.1   |
| 7/16/2024 | Dew, Todd          | Bank reconciliations.  | 0.4   |
| 7/18/2024 | Hristow, Catherine | Send email to property management firm enclosing Enbridge invoice.   | 0.1   |
| 7/23/2024 | Brown, Rose        | Print disbursements, request batch and approvals.  | 0.2   |
| 7/23/2024 | Hristow, Catherine | Review and approve cheques for signature.  | 0.1   |
| 7/24/2024 | Brown, Rose        | Pick up courier package, review payable, copy sign cheques and prepare courier slip for delivery to Prime; prepare disbursement voucher.                         | 0.8   |
| 7/25/2024 | Conorton, Laura    | Preparing cheque payment.  | 0.5   |
| 7/25/2024 | Hristow, Catherine | Various emails to property management company regarding disbursements, Shoppers settlement and approval of HST cheque.   | 0.3   |
| 7/30/2024 | Conorton, Laura    | Obtaining signatures for cheques.  | 0.4   |
| 8/12/2024 | Brown, Rose        | Pull online banking report and send to Prime.  | 0.2   |
| 8/15/2024 | Brown, Rose        | Print and review cheque requests; print C. Hristow's approval for signatures; pick up courier package at the mail room and prepare cheque for signatures.        | 0.4   |
| 8/15/2024 | Hristow, Catherine | Review and approve cheques for signature.  | 0.1   |
| 8/16/2024 | Brown, Rose        | Scan and send mail received to the Team.   | 0.1   |
| 8/20/2024 | Brown, Rose        | Input transfers between accounts.  | 0.1   |
| 9/5/2024  | Dowler, Kaley      | July 2024 bank reconciliation for 249 Ontario Street Holdings accounts.  | 0.4   |
| 9/5/2024  | Hristow, Catherine | Review and approve disbursement cheques.   | 0.1   |
| 9/6/2024  | Brown, Rose        | Signing of cheques-print documentation and approval, have cheques signed and copy for bank reconciliation report; pickup and deliver signed cheques to Mailroom. | 0.5   |
| 9/24/2024 | Brown, Rose        | Scan and send Enbridge bill to Prime.  | 0.1   |



## Appendix #2

Work performed from June 1, 2024 to December 31, 2024

| Date       | Name               | Narrative   | Hours |
|------------|--------------------|---|-------|
| 10/2/2024  | Hristow, Catherine | Review leasing update from B. Stoneburgh and forward to A. Pradana.   | 0.1   |
| 10/3/2024  | Hristow, Catherine | Approve cheques for payment; review email from B. Stoneburgh regarding repairs required and respond to same.  | 0.2   |
| 10/7/2024  | Dowler, Kaley      | August 2024 bank reconciliation completed.  | 0.4   |
| 10/10/2024 | Dew, Todd          | September bank reconciliation completed.  | 0.4   |
| 10/17/2024 | Hristow, Catherine | Email S. Corbett regarding copy of insurance and next renewal; correspondence with Addenda Capital on same; correspondence with property management firm regarding insurance invoice. | 0.5   |
| 10/21/2024 | Hristow, Catherine | Correspondence with B. Stoneburgh and A. Pradana regarding tenant expansion   | 0.2   |
| 10/22/2024 | Hristow, Catherine | Review quotes regarding work required and correspond with B. Stoneburgh and A. Pradana; review and approve cheques for disbursement.  | 0.8   |
| 10/23/2024 | Brown, Rose        | Disbursement cheques, have signed, copy and courier cheques to Prime.   | 0.5   |
| 10/24/2024 | Hristow, Catherine | Email B. Stoneburgh regarding additional quote.   | 0.1   |
| 10/28/2024 | Hristow, Catherine | Email S. Corbett regarding insurance.   | 0.1   |
| 10/30/2024 | Hristow, Catherine | Email B. Stoneburgh regarding letter to lease; email S. Corbett regarding insurance.  | 0.1   |
| 11/8/2024  | Brown, Rose        | Input monthly property management receipts and disbursement into Ascend.  | 0.1   |
| 11/8/2024  | Hristow, Catherine | Email B. Stoneburgh regarding replacement toilets.  | 0.1   |
| 11/12/2024 | Brown, Rose        | Review property Management account for stop payment and send information to Property Management regarding stop payment place in Mar 2024 for chq dated Jan 2024.                      | 0.3   |
| 11/25/2024 | Dew, Todd          | October Bank reconciliations.   | 0.4   |
| 12/2/2024  | Hristow, Catherine | Correspondence with the insurers regarding extension past December 31st; correspondence with B. Stoneburgh re occupancy; email A. Pradana.  | 0.3   |
| 12/4/2024  | Hristow, Catherine | Correspondence re insurance on the building.  | 0.2   |


**Appendix #2**
**Work performed from June 1, 2024 to December 31, 2024**

| <b>Date</b>  | <b>Name</b>        | <b>Narrative</b>   | <b>Hours</b> |
|--------------|--------------------|--|--------------|
| 12/12/2024   | Hristow, Catherine | Email correspondences with B. Stoneburgh regarding insurance.  | 0.2          |
| 12/16/2024   | Brown, Rose        | Review general ledger for Receiver Certificate received and paid; send C. Hristow online banking reports for Prime Management Account.   | 0.5          |
| 12/16/2024   | Conorton, Laura    | Preparing documents for processing of wire for 249 property management account; review invoice, update cheque requisition and collecting wire detail information.  | 0.6          |
| 12/16/2024   | Hristow, Catherine | Correspondence regarding funds on hand to pay for roof and tile repairs; approve payment for same and request banking details from B. Stoneburgh; various correspondences regarding insurance; review and approve disbursements for signature. | 1.0          |
| 12/17/2024   | Hristow, Catherine | Various correspondences with B. Stoneburgh and HUB regarding insurance; finalize insurance commencing December 31st for four months.   | 0.7          |
| 12/19/2024   | Hristow, Catherine | Correspondence with Prime regarding Enbridge invoice.  | 0.1          |
| 12/20/2024   | Dew, Todd          | Bank reconciliations   | 0.4          |
| <b>Total</b> |                    |  | <b>18.3</b>  |

| <b>Date</b>  | <b>Name</b>        | <b>Narrative</b>   | <b>Hours</b> |
|--------------|--------------------|--|--------------|
| 4/26/2024    | Brown, Rose        | Pick up cheques received from property management company, have cheques signed, copy same and courier back to property management company.                     | 0.5          |
| 4/30/2024    | Hristow, Catherine | Email correspondence with R. Shuett regarding lease.   | 0.1          |
| 5/7/2024     | Hristow, Catherine | Discussion with M. Mednick regarding Shoppers settlement; correspondence with B. Stoneburgh regarding lease; email R. Schuett for execution copy of the lease. | 0.3          |
| 5/8/2024     | Hristow, Catherine | Email B. Stoneburgh regarding lease for execution.   | 0.1          |
| 5/10/2024    | Hristow, Catherine | Email property management firm regarding notice of outstanding payment.  | 0.1          |
| 5/13/2024    | Brown, Rose        | Review email and send copy of utility bill to Property Mgmt Company.   | 0.2          |
| 5/14/2024    | Hristow, Catherine | Email R. Schuett regarding lease extension.  | 0.1          |
| 5/15/2024    | Hristow, Catherine | Correspondence with B. Stoneburgh regarding lease extension.   | 0.1          |
| 5/16/2024    | Hristow, Catherine | Email to R. Schuett enclosing lease and extension.   | 0.1          |
| 5/21/2024    | Dew, Todd          | Prepare bank reconciliations.  | 0.4          |
| 5/22/2024    | Hristow, Catherine | Review email from B. Stoneburg regarding work required and respond asking for three quotes for each item.  | 0.1          |
| 5/23/2024    | Brown, Rose        | Print out approval for property management cheques to be signed, pick up cheques from courier and obtain signatures.   | 0.5          |
| 5/23/2024    | Hristow, Catherine | Correspondences with R. Schuett and B. Stoneburgh regarding lease; review and approve disbursements for signature.   | 0.4          |
| 5/24/2024    | Brown, Rose        | Print signed cheques and send same to property management company.   | 0.3          |
| 5/30/2024    | Hristow, Catherine | Email property management firm regarding MCAP form to be completed.  | 0.1          |
| <b>Total</b> |                    |  | <b>7.3</b>   |



249 Ontario Street Holdings Inc.  
 c/o Deloitte Restructuring Inc., Interim Receiver  
 8 Adelaide St. West, Suite 200  
 Toronto ON M5H 0A9  
 Canada

## Invoice 8005823097

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
 8 Adelaide Street West, Suite 200  
 Toronto ON M5H 0A9

Tel: (416) 601-6150  
 Fax: (416) 601-6151  
 www.deloitte.ca

Date: March 20, 2025  
 Client No.: 1453365  
 WBS#: ADD00074  
 Engagement Partner: Philip Reynolds

GST/HST Registration: 122893605RT0001  
 QST Registration: 1000870419TQ0002

### For professional services rendered

### Fees

By Deloitte Restructuring Inc. in its capacity as Court-appointed interim receiver of certain of the real property held by 249 Ontario Street Holdings Inc. for the period to February 28, 2025.

Please see attached appendix for details.

|                |           |
|----------------|-----------|
| HST applicable | 11,864.50 |
|----------------|-----------|

### Expense

|                |       |
|----------------|-------|
| HST applicable | 83.48 |
|----------------|-------|

### Sales Tax

|                |          |
|----------------|----------|
| HST at 13.00 % | 1,553.24 |
|----------------|----------|

|                               |                  |
|-------------------------------|------------------|
| <b>Total Amount Due (CAD)</b> | <b>13,501.22</b> |
|-------------------------------|------------------|

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**  
**Summary of Fees**

| <b>Name</b>                              | <b>Level</b>   | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>    |
|--|----------------|--------------|-------------|------------------|
| Sleeth, Jorden                           | Partner        | 1.0          | 650.00      | 650.00           |
| Hristow, Catherine                       | Director       | 1.6          | 580.00      | 928.00           |
| Connolly, Shane                          | Senior Manager | 12.3         | 505.00      | 6,211.50         |
| Brown, Rose                              | Manager        | 6.4          | 325.00      | 2,080.00         |
| Dew, Todd                                | Senior         | 1.8          | 325.00      | 585.00           |
| Xie, Jason                               | Senior         | 3.8          | 325.00      | 1,235.00         |
| Conorton, Laura                          | Consultant     | 0.7          | 250.00      | 175.00           |
| <b>Total Professional Hours and Fees</b> |                | <b>27.60</b> |             | <b>11,864.50</b> |
| Out-of-pocket Expenses                   |                |              |             | 83.48            |
| <b>Total Fees and Expenses (CAD)</b>     |                |              |             | <b>11,947.98</b> |


**Appendix #2**
**Work performed to February 28, 2025**

| <b>Date</b>      | <b>Name</b>        | <b>Narrative</b>  | <b>Hours</b> |
|------------------|--------------------|---|--------------|
| <b>1/9/2025</b>  | Brown, Rose        | Confirm cheque # 779 was cashed and send email to Prime.  | 0.20         |
| <b>1/17/2025</b> | Brown, Rose        | Pick up courier, pPrint Disbursements cheques back up and cheques, obtain signatures and prepare courier slip.  | 0.90         |
| <b>1/17/2025</b> | Hristow, Catherine | Review and authorize disbursements for signature.   | 0.20         |
| <b>1/23/2025</b> | Hristow, Catherine | Email HUB to add Addenda Capital to insurance.  | 0.10         |
| <b>1/28/2025</b> | Dew, Todd          | Bank reconciliations.   | 0.40         |
| <b>1/29/2025</b> | Brown, Rose        | Prepare disbursement voucher and send to C. Hristow for approval.   | 0.10         |
| <b>1/30/2025</b> | Conorton, Laura    | Preparation of documents for wire payment, trust administration and banking   | 0.50         |
| <b>2/6/2025</b>  | Sleeth, Jorden     | Review Addendum email, call with H. Bricks; email to S. Connolly and D. Preger regarding interim receiver discharge requirements; circulate precedents to S. Connolly   | 0.50         |
| <b>2/6/2025</b>  | Brown, Rose        | Download online banking report and send to Prime; input monthly receipts and disbursements into Ascend and save Prime reconciliation to Q Drive.  | 0.40         |
| <b>2/10/2025</b> | Connolly, Shane    | Call with D. Preger regarding interim receiver discharge hearing and debrief with J. Sleeth.  | 0.50         |
| <b>2/10/2025</b> | Sleeth, Jorden     | Call with D. Preger regarding interim receiver discharge hearing and debrief with S. Connolly.  | 0.50         |
| <b>2/14/2025</b> | Connolly, Shane    | Review motion materials and begin draft of interim receiver's discharge report.   | 1.50         |
| <b>2/14/2025</b> | Dew, Todd          | Bank reconciliations.   | 0.60         |
| <b>2/18/2025</b> | Xie, Jason         | Prepare Fee Affidavit Exhibit for all invoices.   | 0.90         |
| <b>2/19/2025</b> | Brown, Rose        | Scan mail received and send to Prime.   | 0.10         |
| <b>2/19/2025</b> | Xie, Jason         | Prepared Fee Affidavit for all invoices and compiled invoices.  | 2.90         |
| <b>2/19/2025</b> | Connolly, Shane    | Update interim receiver's discharge report; update appendices of discharge report and communications with Deloitte team regarding same.   | 6.00         |
| <b>2/20/2025</b> | Conorton, Laura    | Website updates   | 0.10         |
| <b>2/21/2025</b> | Hristow, Catherine | Correspondence with B. Stoneburgh regarding door replacement; email to A. Pradana on same and potential tenants; correspondence with Prime regarding HST and issuance of cheques; prepare schedule of fees for fee affidavit. | 1.30         |




**Appendix #2**
**Work performed to February 28, 2025**

| <b>Date</b>      | <b>Name</b>     | <b>Narrative</b>   | <b>Hours</b> |
|------------------|-----------------|--|--------------|
| <b>2/21/2025</b> | Connolly, Shane | Correspondence with D. Preger regarding discharge of the interim receiver; update interim receiver's discharge report and communications with Deloitte team on same. | 3.30         |
| <b>2/24/2025</b> | Conorton, Laura | Website updates.   | 0.10         |
| <b>2/24/2025</b> | Brown, Rose     | Review fee schedule and reconcile to Ascend; update schedule and send to C. Hristow.   | 0.40         |
| <b>2/24/2025</b> | Connolly, Shane | Update interim receiver's discharge report and correspondence with C. Hristow regarding handover of report.  | 1.00         |
| <b>2/25/2025</b> | Brown, Rose     | Update fee schedule with date of payment of legal and interim receiver fees and send to C. Hristow for review.   | 0.30         |
| <b>2/26/2025</b> | Brown, Rose     | Review HST Returns and prepare letter to CRA To adjust fee bills paid for 2021 to 2024.  | 2.70         |
| <b>2/27/2025</b> | Brown, Rose     | Prepare letter to adjustment various HST Returns and send back up to C. Hristow for review; telephone call regarding Elexicon Energy payment.                        | 1.20         |
| <b>2/27/2025</b> | Dew, Todd       | Emails to and phone calls to Elexicon Energy re outstanding energy bills; add Deloitte staff members to contact list.  | 0.80         |
| <b>2/28/2025</b> | Brown, Rose     | Send email regarding Elexicon Payment to Prime.  | 0.10         |
| <b>Total</b>     |                 |  | <b>27.60</b> |

## Appendix E

Court File No. CV-21-00656098-00CL

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

**BETWEEN:**

**ADDENDA CAPITAL INC.**

**Applicant**

**and**

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
& 2413667 ONTARIO INC.**

**Respondents**

**FEE AFFIDAVIT**  
*(Sworn March 21, 2025)*

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

1. I am a partner with the law firm of Dickinson Wright LLP ("**DW**"). I have personal knowledge of the matters to which I hereinafter depose.
2. DW has acted as counsel to Deloitte Restructuring Inc, in its capacity as Court-appointed interim receiver (the "**Interim Receiver**"), in these proceedings.
3. The fees and disbursements charged by DW in representing the Interim Receiver during the period of April 1, 2021 to and including March 21, 2025 were \$71,873.03,

including HST. Copies of DW's accounts for the period indicated is attached as **Exhibit A**.

4. Attached as **Exhibit B** is a chart which summarizes the expertise and area of practice of the lawyers involved in rendering services to the Interim Receiver and their hourly rates. I estimate that the further legal fees and disbursements, to cover the period after March 21, 2025 in representing the Interim Receiver to the point of its discharge, will be approximately \$5,000.00 plus HST.

**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario this 21<sup>th</sup> day of March, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.




---

Commissioner for Taking  
Affidavits  
(or as may be)




---

**DAVID PREGER**

This is Exhibit "A" referred to in the Affidavit of David Preger, sworn before me at the City of Toronto, in the Province of Ontario, on March 21, 2025.



---

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

INVOICE DATE: AUGUST 12, 2021  
INVOICE NO.: 1608116

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH AUGUST 12, 2021

|   |           | <u>CAD</u>             |
|---|-----------|------------------------|
| TOTAL FEES CURRENT INVOICE .....          | \$        | 5,765.50               |
| LESS COURTESY DISCOUNT .....              | \$        | 1,235.00               |
| LESS COURTESY DISCOUNT .....              | \$        | <u>(1,500.50)</u>      |
| SUBTOTAL FEES CURRENT INVOICE .....       | \$        | 5,500.00               |
| TOTAL DISBURSEMENTS CURRENT INVOICE ..... | \$        | 2.75                   |
| HST - ONTARIO .....                       | \$        | <u>715.36</u>          |
| <b>TOTAL CURRENT INVOICE .....</b>        | <b>\$</b> | <b><u>6,218.11</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>  | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|--|--------------|--------------|
| 04/01/21    | DEA             | Review the First Report of the Receiver. Prepare Notice of Motion and Draft Order to extend the receivership and approve First Report.   | 2.4          | 960.00       |
| 04/07/21    | DEA             | Prepare Order for execution by Cavanagh J. Appear before Cavanagh J. for comeback hearing to extend receivership appointment of Deloitte. Email to Cavanagh J. following appearance. | 0.6          | 240.00       |
| 04/13/21    | DEA             | Review HST issue from H. Bricks.   | 0.1          | 40.00        |
| 04/14/21    | PAM             | To receipt and review correspondence from Hartley Bricks; to discussions with Dylan Augruso; to correspondence to Hartley Bricks   | 0.5          | 402.50       |
| 04/14/21    | DEA             | Review of RPLA and most recent jurisprudential authority to confirm recovery of commercial rent arrears is subject to a six-year limitation period.                                  | 0.5          | 200.00       |
| 05/18/21    | PAM             | To receipt and review correspondence from Hartley Bricks; to telephone conversation with Hartley Bricks; to discussions with David Preger regarding non-paying tenant                | 1.0          | 805.00       |
| 06/04/21    | DPP             | Telephone conference with Stewart Thom regarding Gross Properties Inc.   | 0.3          | 223.50       |
| 06/22/21    | MM              | Conducted research on landlord's ability to evict a tenant for arrears of rent given the new Covid legislation;  | 1.2          | 654.00       |
| 07/03/21    | DEA             | Review email from counsel for group of plaintiffs bringing claim against Gross and 249 and consider position to lift the stay.   | 0.1          | 40.00        |
| 07/06/21    | PAM             | To telephone conversations with Ardi Pradana and hartley bricks; to correspondence to and from hartley Bricks;   | 1.0          | 805.00       |
| 07/06/21    | DPP             | Confer with Paul Muchnik, conference call with Hartley Bricks and Paul Muchnik   | 0.5          | 372.50       |
| 08/03/21    | MM              | Review of email correspondence from client re: distress and/or termination; sent responding email to client;   | 0.4          | 218.00       |

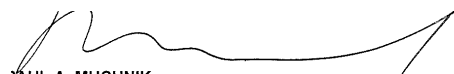
| <u>DATE</u>                | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|----------------------------|-----------------|---|--------------|--------------|
| 08/03/21                   | PAM             | To receipt and review correspondence from Hartley Bricks;<br>to discussions with Mordy Mednick regarding defaulting<br>tenant; to correspondence to Hartley Bricks; | 0.5          | 402.50       |
| 08/05/21                   | PAM             | To receipt and review correspondence from Hartley Bricks;<br>to review file; to correspondence to Hartley Bricks;   | 0.5          | 402.50       |
| SUBTOTAL FEES              |                 |   | 9.6          | \$ 5,765.50  |
| LESS DISCOUNT              |                 |   | (0.4)        | \$ (265.50)  |
| TOTAL FEES                 |                 |   | 9.2          | \$ 5,500.00  |
| <u>DISBURSEMENTS</u>       |                 |   |              | <u>VALUE</u> |
| Reproduction - Inside Firm |                 |   |              | 2.75         |
| TOTAL DISBURSEMENTS        |                 |   |              | \$ 2.75      |
| HST - ONTARIO              |                 |   |              | \$ 715.36    |
| TOTAL CURRENT INVOICE      |                 |   |              | \$ 6,218.11  |

| <b>TIMEKEEPER SUMMARY</b>     |              |             |              |              |
|-------------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| PAUL A. MUCHNIK [PAM]         | PARTNER      | 805.00      | 3.50         | 2,817.50     |
| DAVID P. PREGER [DPP]         | PARTNER      | 745.00      | 0.80         | 596.00       |
| MORDY MEDNICK [MM]            | PARTNER      | 545.00      | 1.60         | 872.00       |
| DYLAN E. AUGRUSO [DEA]        | ASSOCIATE    | 400.00      | 3.70         | 1,480.00     |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 9.60         | \$ 5,765.50  |
| LESS DISCOUNT                 |              |             | (0.44)       | (265.50)     |
| TOTAL FEES CURRENT INVOICE    |              |             | 9.16         | \$ 5,500.00  |



***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

A handwritten signature in black ink, appearing to read 'Paul A. Muchnik', with a stylized, sweeping flourish extending to the right.

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: FEBRUARY 13, 2023  
INVOICE NO.: 1778097

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2023

|                                     |           | <u>CAD</u>              |
|-------------------------------------|-----------|-------------------------|
| TOTAL FEES CURRENT INVOICE .....    | \$        | 15,320.50               |
| LESS COURTESY DISCOUNT .....        | \$        | <u>(2,820.50)</u>       |
| SUBTOTAL FEES CURRENT INVOICE ..... | \$        | 12,500.00               |
| HST - ONTARIO .....                 | \$        | <u>1,625.00</u>         |
| <b>TOTAL CURRENT INVOICE .....</b>  | <b>\$</b> | <b><u>14,125.00</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>  | <u>VALUE</u> |
|-------------|-----------------|--|--------------|
| 08/20/21    | PAM             | To receipt and review correspondence from Hartley Bricks; to review file; to correspondence to Hartley Bricks; to correspondence to Ardi Pradana;  | 805.00       |
| 09/17/21    | PAM             | To correspondence from and to hartley Bricks; to correspondence to and from Ardi Pradana; to telephone conversation with Ardi Pradana;   | 805.00       |
| 04/14/22    | PAM             | To receipt and review correspondence from Hartley Bricks; to review security documents to check for any reference to a co-tenancy; to correspondence to Hartley Bricks; to telephone conversation with Ardi Pradana; | 1,290.00     |
| 04/19/22    | PAM             | To discussions with David Preger; to telephone conversation with Ardi Pradana; to correspondence to Hartley Bricks;  | 860.00       |
| 04/19/22    | DPP             | Confer with Paul Muchnik   | 238.50       |
| 04/20/22    | PAM             | To receipt and review correspondence from Hartley bricks; to discussions with David Preger; to telephone conversation with Ardi Pradana; to correspondence to Hartley Bricks;  | 860.00       |
| 04/20/22    | DPP             | Confer with Paul Muchnik   | 159.00       |
| 10/05/22    | APW             | Correspondence regarding non-disclosure agreement; drafting NDA and confidentiality agreement for prospective purchasers to sign in regards to an upcoming restructuring; and sending draft for review;              | 868.00       |
| 10/05/22    | PAM             | To receipt and review correspondence from Ardi Pradana; to discussions with Lipikah Singh regarding NDA;   | 430.00       |
| 10/06/22    | LS              | Meeting with P.Muchnik to discuss NDA. Drafting and revising NDA between Addenda, Deloitte (as receiver) and prospective purchaser of 249 Ontario St.  | 532.00       |
| 12/05/22    | PAM             | To receipt and review correspondence from Hartley Bricks; to discussions with Mordy Mednick; to correspondence to Hartley Bricks;  | 430.00       |
| 12/06/22    | MM              | Telephone call with client re: issues regarding interpretation of lease and non-payment by tenant;   | 234.00       |
| 12/21/22    | DPP             | Confer with Paul Muchnik   | 159.00       |
| 12/21/22    | PAM             | To receipt and review correspondence from Hartley Bricks; to discussions with David Preger; to correspondence to Hartley Bricks;   | 430.00       |
| 01/11/23    | PAM             | To receipt and review correspondence from Hartley Bricks; to review file; to correspondence to Hartley Bricks;   | 460.00       |
| 01/12/23    | DPP             | Emails from and to Hartley Bricks  | 170.00       |
| 01/13/23    | PAM             | To conference call with Hartley Bricks and David Preger; to receipt and review correspondence from Hartley Bricks; to discussions with David Preger; to correspondence to Hartley Bricks;                            | 1,380.00     |
| 01/13/23    | DPP             | Conference call with Hartley Bricks and Paul Muchnik, confer with Paul Muchni  | 425.00       |
| 01/16/23    | PAM             | To receipt and review correspondence from Hartley Bricks; to review Shoppers' lease; to correspondence to Hartley Bricks;  | 1,380.00     |

| <u>DATE</u>           | <u>INITIALS</u> | <u>SERVICES</u>   | <u>VALUE</u>  |
|-----------------------|-----------------|---|---------------|
| 01/17/23              | DPP             | Confer with Paul Muchnik  | 170.00        |
| 01/17/23              | PAM             | To receipt and review correspondence from Hartley Bricks; to discussions with David Preger; to correspondence to Hartley Bricks;  | 920.00        |
| 01/20/23              | DPP             | Confer with Paul Muchnik  | 85.00         |
| 01/20/23              | PAM             | To receipt and review correspondence from Hartley Bricks;' to discussions with David Preger; to correspondence to Hartley Bricks; | 460.00        |
| 01/23/23              | PAM             | To receipt and review correspondence from Hartley Bricks; to conference call with Hartley Bricks and David Preger;                | 920.00        |
| 01/23/23              | DPP             | Emails from and to Hartley Bricks, conference call with Harrley Bricks and Paulk Muchnik  | 850.00        |
| SUBTOTAL FEES         |                 |   | \$ 15,320.50  |
| LESS DISCOUNT         |                 |   | \$ (2,820.50) |
| TOTAL FEES            |                 |   | \$ 12,500.00  |
| HST - ONTARIO         |                 |   | \$ 1,625.00   |
| TOTAL CURRENT INVOICE |                 |   | \$ 14,125.00  |

| <b>TIMEKEEPER SUMMARY</b>     |              |             |              |              |
|-------------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| PAUL A. MUCHNIK [PAM]         | PARTNER      | 861.67      | 13.00        | 11,430.00    |
| DAVID P. PREGER [DPP]         | PARTNER      | 822.50      | 2.70         | 2,256.50     |
| MORDY MEDNICK [MM]            | PARTNER      | 585.00      | 0.40         | 234.00       |
| LIPIKA SINGH [LS]             | ASSOCIATE    | 280.00      | 1.90         | 532.00       |
| ALANA P WALTER [APW]          | ASSOCIATE    | 280.00      | 3.10         | 868.00       |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 21.10        | \$ 15,320.50 |
| LESS DISCOUNT                 |              |             | (3.87)       | (2,820.50)   |
| TOTAL FEES CURRENT INVOICE    |              |             | 17.23        | \$ 12,500.00 |

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

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

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: MAY 9, 2023  
INVOICE NO.: 1806242

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH APRIL 30, 2023

|                                     |           | <u>CAD</u>              |
|-------------------------------------|-----------|-------------------------|
| TOTAL FEES CURRENT INVOICE .....    | \$        | 11,137.00               |
| LESS COURTESY DISCOUNT .....        | \$        | <u>(337.00)</u>         |
| SUBTOTAL FEES CURRENT INVOICE ..... | \$        | 10,800.00               |
| HST - ONTARIO .....                 | \$        | <u>1,404.00</u>         |
| <b>TOTAL CURRENT INVOICE .....</b>  | <b>\$</b> | <b><u>12,204.00</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|---|--------------|--------------|
| 02/07/23    | DPP             | Receive and review email from Allan Fogul and draft lift stay Order, email to Hartley Bricks, email to Allan Fogul to confirm Order is acceptable   | 0.5          | 425.00       |
| 02/09/23    | PAM             | To receipt and review correspondence from Hartley Bricks; to review Shopper's Lease; to discussions with Mordy Mednick regarding breach of lease by Shopper's;  | 1.0          | 920.00       |
| 02/13/23    | MM              | Review of notice of letter and lease agreement; discussion with client re: interpretation of lease; drafted notice of default for client's review (docket includes time spent until Monday, February 13, 2023);   | 1.3          | 812.50       |
| 02/28/23    | DPP             | Emails from and to Paul Muchnik   | 0.1          | 85.00        |
| 02/28/23    | MM              | Lengthy call with Hartley re: issues with Metro; review of lease, letter and amended lease, drafted letter for Hartley's review; ensured notice was sent to Shoppers pursuant to terms of lease (docket includes time spent up to and including March 1, 2023); | 1.1          | 687.50       |
| 03/02/23    | MM              | Review of lease and email correspondence with H. Bricks in response to certain of his questions;  | 0.4          | 250.00       |
| 03/03/23    | MM              | Email to Hartley in response to strategy going forward re: the Metro Radiology Lease;   | 0.2          | 125.00       |
| 03/08/23    | MM              | Receipt and review of lengthy motion record provided by opposing counsel re: seeking an order to examine Dickinson Wright's legal fees;   | 1.6          | 1,000.00     |
| 03/09/23    | MM              | Drafted letter to Metro given latest discussion with Hartley; made revisions to letter based on Hartley's review (docket includes time spent until Friday, March 10, 2023);   | 0.4          | 250.00       |
| 03/14/23    | MM              | Drafted notice of termination re: Shopper's default under the lease; email correspondence with Hartley;   | 0.5          | 312.50       |
| 03/15/23    | MM              | Receipt of email from representative for Metro re: extension to deliver reply to our letter; drafted and sent notice of termination to Shoppers;  | 0.3          | 187.50       |
| 03/20/23    | MM              | Receipt and review of lengthy letter from Metro; receipt and review of attachments; email to Hartley re: strategy going forward; diarized notes to file; telephone call with Hartley; drafted responding letter to Metro;                                       | 1.1          | 687.50       |
| 03/21/23    | MM              | Further email correspondence with Hartley; finalized and sent letter to debtor company;   | 0.3          | 187.50       |
| 03/24/23    | MM              | Receipt and review of letter from tenant; email correspondence with H. Bricks re: strategy going forward;   | 0.3          | 187.50       |
| 03/27/23    | MM              | Email correspondence with Hartley re: strategy going forward; email correspondence to Metro re: offer to settle;  | 0.4          | 250.00       |

| <u>DATE</u>           | <u>INITIALS</u> | <u>SERVICES</u>  | <u>HOURS</u> | <u>VALUE</u>        |
|-----------------------|-----------------|--|--------------|---------------------|
| 03/28/23              | MM              | Receipt and review of further correspondence from Metro; email response to Metro; email correspondence with Hartley;   | 0.2          | 125.00              |
| 04/02/23              | MM              | Email to Hartley re: update re: Shoppers;  | 0.2          | 125.00              |
| 04/04/23              | MM              | Receipt and review of correspondence from Metro re: agreement to pay;  | 0.1          | 62.50               |
| 04/05/23              | MM              | Brief email with client re: strategy going forward and settlement negotiations;  | 0.2          | 125.00              |
| 04/11/23              | MM              | Brief email communications with tenant; brief telephone call with Hartley re: strategy going forward with both Metro and Shoppers;   | 0.2          | 125.00              |
| 04/12/23              | MM              | Discussion with Hartley re: strategy going forward; further email correspondence with representation of Metro; discussion with Richard of DW re: amending lease agreement given instructions received from Hartley (docket includes time spent on April 13, 2023); | 0.6          | 375.00              |
| 04/13/23              | RJS             | Internal meeting with M. Mednick re: draft lease. Review of lease agreement and draft of amended and restated.   | 2.6          | 871.00              |
| 04/17/23              | RJS             | Review of original lease; review of various correspondence and notes re: amended and restated lease agreement; review of M. Mednick correspondence with H. Bricks re: revisions; Draft and revisions to amended lease agreement.                                   | 3.9          | 1,306.50            |
| 04/18/23              | MM              | Finalized lease agreement for Hartley's review; email correspondence and review of draft from Richard; email to Hartley;   | 0.8          | 500.00              |
| 04/18/23              | RJS             | Revisions and review of lease agreement; internal correspondence with M. Mednick and meeting with M. Mednick re: revisions to lease agreement.   | 2.0          | 670.00              |
| 04/19/23              | MM              | Receipt and review of final revisions by Richard;il to Jacques; correspondence with Hartley re: finalizing terms of settlement;  | 0.4          | 250.00              |
| 04/19/23              | RJS             | Revisions to lease agreement; internal meeting with P. Muchnik re: same.   | 0.7          | 234.50              |
| SUBTOTAL FEES         |                 |  | 21.4         | \$ 11,137.00        |
| LESS DISCOUNT         |                 |  | (0.7)        | \$ (337.00)         |
| TOTAL FEES            |                 |  | 20.7         | \$ 10,800.00        |
| HST - ONTARIO         |                 |  |              | \$ 1,404.00         |
| TOTAL CURRENT INVOICE |                 |  |              | \$ <u>12,204.00</u> |



| TIMEKEEPER SUMMARY            |              |             |              |              |
|-------------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| PAUL A. MUCHNIK [PAM]         | PARTNER      | 920.00      | 1.00         | 920.00       |
| DAVID P. PREGER [DPP]         | PARTNER      | 850.00      | 0.60         | 510.00       |
| MORDY MEDNICK [MM]            | PARTNER      | 625.00      | 10.60        | 6,625.00     |
| RICHARD J. SCHUETT [RJS]      | ASSOCIATE    | 335.00      | 9.20         | 3,082.00     |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 21.40        | \$ 11,137.00 |
| LESS DISCOUNT                 |              |             | (0.66)       | (337.00)     |
| TOTAL FEES CURRENT INVOICE    |              |             | 20.74        | \$ 10,800.00 |

**PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT**

**DICKINSON WRIGHT LLP**



**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: AUGUST 11, 2023  
INVOICE NO.: 1837042

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH JULY 31, 2023

|                                    |           | <u>CAD</u>             |
|------------------------------------|-----------|------------------------|
| TOTAL FEES CURRENT INVOICE .....   | \$        | 2,240.00               |
| HST - ONTARIO .....                | \$        | <u>291.20</u>          |
| <b>TOTAL CURRENT INVOICE .....</b> | <b>\$</b> | <b><u>2,531.20</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u>           | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u>       |
|-----------------------|-----------------|---|--------------|--------------------|
| 05/04/23              | MM              | Multiple emails with Brad Stoenburgh, Hartley Bricks, Jack Lehcier-Kimel and/or R. Schuett re: finalizing terms of new release (docket reflects time spent from Thursday May 4, 2023 to Monday, May 8, 2023); | 1.4          | 896.00             |
| 05/09/23              | MM              | Review of email correspondence to ensure offer to terms of lease are finalized; oversaw work of R. Schuett;   | 0.3          | 192.00             |
| 05/10/23              | MM              | Email to tenant with revised restated lease agreement; review of lease; brief email to clients;   | 0.3          | 192.00             |
| 05/16/23              | MM              | Brief email exchange with client and tenant re: finalizing matters;   | 0.2          | 128.00             |
| 07/05/23              | MM              | Call with H. Bricks re: strategy going forward with Shoppers; diarized notes to file;   | 0.3          | 192.00             |
| 07/20/23              | MM              | Email correspondence with client re: Shoppers letter from opposing counsel; receipt and review of letter from opposing counsel;   | 0.3          | 192.00             |
| 07/25/23              | MM              | Telephone call with Hartley re: strategy going forward; prepared for call; diarized notes to file; email correspondence with Hartley post call;   | 0.7          | 448.00             |
|                       |                 |   |              |                    |
| TOTAL FEES            |                 |   | 3.5          | \$ 2,240.00        |
| HST - ONTARIO         |                 |   |              | \$ 291.20          |
| TOTAL CURRENT INVOICE |                 |   |              | \$ <u>2,531.20</u> |

**TIMEKEEPER SUMMARY**

| <u>TIMEKEEPER</u>          | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u>       |
|----------------------------|--------------|-------------|--------------|--------------------|
| MORDY MEDNICK [MM]         | PARTNER      | 640.00      | 3.50         | 2,240.00           |
| TOTAL FEES CURRENT INVOICE |              |             | <u>3.50</u>  | <u>\$ 2,240.00</u> |

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

A handwritten signature in black ink, appearing to read 'Paul A. Muchnik', with a stylized flourish at the end.

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: DECEMBER 18, 2023  
INVOICE NO.: 1878022

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 18, 2023

|                                     |           | <u>CAD</u>              |
|-------------------------------------|-----------|-------------------------|
| TOTAL FEES CURRENT INVOICE .....    | \$        | 10,000.00               |
| LESS COURTESY DISCOUNT .....        | \$        | <u>(800.00)</u>         |
| SUBTOTAL FEES CURRENT INVOICE ..... | \$        | 9,200.00                |
| HST - ONTARIO .....                 | \$        | <u>1,196.00</u>         |
| <b>TOTAL CURRENT INVOICE .....</b>  | <b>\$</b> | <b><u>10,396.00</u></b> |

## CURRENT INVOICE DETAIL

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|---|--------------|--------------|
| 08/07/23    | MM              | Drafted letter to opposing counsel;   | 1.3          | 818.89       |
| 08/29/23    | PAM             | To correspondence to Benoit Cloutare; to telephone conversations with Benoit Cloutare; to receipt and review correspondence from Benoit Cloutare; to correspondence to and from Ardi Pradana; | 1.1          | 1,007.62     |
| 08/31/23    | MM              | Brief email to trustee re: issue with Shoppers;   | 0.1          | 68.24        |
| 08/31/23    | PAM             | To attend call with Catherine Hristow and Benoit Cloutare;  | 0.5          | 503.81       |
| 09/01/23    | MM              | Email discussion with Catherine re: ongoing issue with Shoppers; revised letter to be sent to Shoppers; prepared attachments to include with letter;  | 0.3          | 204.72       |
| 09/12/23    | MM              | Telephone call with counsel for Shoppers re: settlement;  | 0.3          | 204.72       |
| 09/14/23    | MM              | Receipt and review of email from client re: potential settlement of building; receipt of email from Shoppers re: drafting full and final release in respect of settlement;                    | 0.3          | 204.72       |
| 09/14/23    | PAM             | To receipt and review correspondence from Catherine Hristow regarding Unit 209; to review draft consent documents; to discussions with Richard Schuett;                                       | 0.5          | 503.81       |
| 09/14/23    | RJS             | Review of Ontario Medical Supply Lease matters; various correspondence with P. Muchnik and M. Mednick re: same.   | 2.1          | 735.73       |
| 09/23/23    | MM              | Email to Juli re: drafting full and final mutual release re: proposed settlement with Shoppers;   | 0.2          | 136.48       |
| 09/26/23    | JK              | Drafting full and final mutual release.   | 0.4          | 121.55       |
| 09/27/23    | JK              | Revising full and final mutual release.   | 1.1          | 303.89       |
| 09/27/23    | MM              | Finalized release for client's review;  | 0.3          | 204.72       |
| 09/29/23    | JK              | Revising full and final mutual release and sending to L. Hess.  | 1.2          | 334.28       |
| 10/26/23    | MM              | Email to opposing counsel re: update on settlement offer;   | 0.2          | 136.48       |
| 10/27/23    | MM              | Receipt and review of draft changes from opposing counsel to full and final mutual release; email to client;  | 0.3          | 204.77       |
| 11/13/23    | MM              | Email correspondence with Catherine re: approving draft full and final mutual release; finalized draft of full and final mutual release; email to opposing counsel for Shoppers;              | 0.4          | 272.96       |
| 11/13/23    | PAM             | To discussions with Mordy Mednick regarding settlement of Shoppers lease;   | 0.5          | 503.81       |
| 11/24/23    | MM              | Email to opposing counsel re: status of settlement;   | 0.1          | 68.24        |
| 11/30/23    | RJS             | Initial draft lease extension; various internal correspondence with M. Mednick, P. Muchnik re: same.  | 0.2          | 73.57        |
| 11/30/23    | DPP             | Meeting with Catherine Hristow, Savas Pallaris, Ardi Pradana and Paul Muchnik   | 1.1          | 927.65       |

| <u>DATE</u>           | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-----------------------|-----------------|---|--------------|--------------|
| 11/30/23              | PAM             | To receipt and review correspondence from Catherine Hristow; to discussions with Mordy Mednick and Richard Schuett regarding leasing matters; | 1.1          | 1,007.62     |
| 12/03/23              | MM              | Email to opposing counsel re: update on settlement;   | 0.1          | 68.24        |
| 12/04/23              | RJS             | Review of original lease agreement; draft extension and amendment to lease; various internal correspondence with M. Mednick re: same.         | 1.2          | 404.65       |
| 12/06/23              | RJS             | Draft lease extension and amendment.  | 0.5          | 183.93       |
| 12/07/23              | SDF             | Correspondence with R Schuett re lease renewal; drafting same.  | 0.9          | 243.11       |
| 12/07/23              | RJS             | Draft amendment; internal correspondence with M. Mednick re: same.  | 0.9          | 294.29       |
| 12/09/23              | RJS             | Revisions to lease extension and amending agreement per B. Stoneburgh; various correspondence re: same.                                       | 0.5          | 183.93       |
| 12/11/23              | RJS             | Revisions to draft execution version; various correspondence with B. Stoneburgh re: same.   | 0.2          | 73.57        |
| SUBTOTAL FEES         |                 |   | 18.0         | \$ 10,000.00 |
| LESS DISCOUNT         |                 |   | (1.5)        | \$ (800.00)  |
| TOTAL FEES            |                 |   | 16.6         | \$ 9,200.00  |
| HST - ONTARIO         |                 |   |              | \$ 1,196.00  |
| TOTAL CURRENT INVOICE |                 |   |              | \$ 10,396.00 |

| <b>TIMEKEEPER SUMMARY</b>     |              |             |              |              |
|-------------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| PAUL A. MUCHNIK [PAM]         | PARTNER      | 945.00      | 3.50         | 3,307.50     |
| DAVID P. PREGER [DPP]         | PARTNER      | 870.00      | 1.00         | 870.00       |
| MORDY MEDNICK [MM]            | PARTNER      | 640.00      | 3.80         | 2,432.00     |
| RICHARD J. SCHUETT [RJS]      | ASSOCIATE    | 345.00      | 5.30         | 1,828.50     |
| SAM D. FRIEDMAN [SDF]         | ASSOCIATE    | 285.00      | 0.80         | 228.00       |
| JULI KIM [JK]                 | ASSOCIATE    | 285.00      | 2.50         | 712.50       |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 18.02        | \$ 10,000.00 |
| LESS DISCOUNT                 |              |             | (1.47)       | (800.00)     |
| TOTAL FEES CURRENT INVOICE    |              |             | 16.55        | \$ 9,200.00  |

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

A handwritten signature in black ink, appearing to read 'Paul A. Muchnik', with a stylized flourish at the end.

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.



INVOICE DATE: FEBRUARY 27, 2024  
INVOICE NO.: 1897129

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 27, 2024

|                                     |           | <u>CAD</u>             |
|-------------------------------------|-----------|------------------------|
| TOTAL FEES CURRENT INVOICE .....    | \$        | 1,650.00               |
| LESS COURTESY DISCOUNT .....        | \$        | <u>(250.00)</u>        |
| SUBTOTAL FEES CURRENT INVOICE ..... | \$        | 1,400.00               |
| HST - ONTARIO .....                 | \$        | <u>182.00</u>          |
| <b>TOTAL CURRENT INVOICE .....</b>  | <b>\$</b> | <b><u>1,582.00</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u>           | <u>INITIALS</u> | <u>SERVICES</u>  | <u>HOURS</u> | <u>VALUE</u> |
|-----------------------|-----------------|--|--------------|--------------|
| 12/18/23              | RJS             | Review of lease comments and revisions re: same; review of lease and lease amendments; various correspondence with B. Stoneburgh re: same. | 0.5          | 169.86       |
| 12/19/23              | RJS             | Revisions to lease amendment per B. Stoneburgh correspondence; review of 2022 lease amendment matters; various correspondence re: same.    | 1.4          | 467.12       |
| 12/20/23              | MM              | Email to Lass Hess re: update on settlement agreement with Shoppers;   | 0.1          | 78.78        |
| 01/22/24              | MM              | Email correspondence with Laas re: finalizing settlement;  | 0.2          | 169.86       |
| 01/30/24              | MM              | Email correspondence with opposing counsel and client re: strategy going forward;  | 0.4          | 254.79       |
| 01/31/24              | MM              | Brief email exchange with Catherine re: finalizing terms of settlement;  | 0.1          | 84.93        |
| 02/03/24              | MM              | Email to C. Hristow re: status of executed release;  | 0.1          | 84.94        |
| 02/05/24              | MM              | Correspondence with client re: finalizing release;   | 0.2          | 169.86       |
| 02/12/24              | MM              | Receipt and revise of executed release; email to opposing counsel to conclude settlement;  | 0.2          | 169.86       |
| SUBTOTAL FEES         |                 |  | 3.3          | \$ 1,650.00  |
| LESS DISCOUNT         |                 |  | (0.5)        | \$ (250.00)  |
| TOTAL FEES            |                 |  | 2.8          | \$ 1,400.00  |
| HST - ONTARIO         |                 |  |              | \$ 182.00    |
| TOTAL CURRENT INVOICE |                 |  |              | \$ 1,582.00  |

**TIMEKEEPER SUMMARY**

| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
|-------------------------------|--------------|-------------|--------------|--------------|
| MORDY MEDNICK [MM]            | PARTNER      | 665.00      | 1.20         | 823.00       |
| RICHARD J. SCHUETT [RJS]      | ASSOCIATE    | 345.00      | 1.50         | 517.50       |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 3.32         | \$ 1,650.00  |
| LESS DISCOUNT                 |              |             | (0.52)       | (250.00)     |
| TOTAL FEES CURRENT INVOICE    |              |             | 2.80         | \$ 1,400.00  |

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

A handwritten signature in black ink, appearing to read 'Paul A. Muchnik', with a stylized flourish at the end.

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: JUNE 10, 2024  
INVOICE NO.: 1930176

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH JUNE 10, 2024

|   |           | <u>CAD</u>             |
|---|-----------|------------------------|
| TOTAL FEES CURRENT INVOICE .....          | \$        | 4,883.50               |
| LESS COURTESY DISCOUNT .....              | \$        | <u>(433.50)</u>        |
| SUBTOTAL FEES CURRENT INVOICE .....       | \$        | 4,450.00               |
| TOTAL DISBURSEMENTS CURRENT INVOICE ..... | \$        | 119.70                 |
| HST - ONTARIO .....                       | \$        | <u>594.06</u>          |
| <b>TOTAL CURRENT INVOICE .....</b>        | <b>\$</b> | <b><u>5,163.76</u></b> |

**CURRENT INVOICE DETAIL**

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|---|--------------|--------------|
| 03/05/24    | RJS             | Review of revised lease extension agreement and comments from opposing counsel; response to C. Hristow re: same; internal meeting with M. Mednick re: comments and registration matters.    | 0.5          | 185.00       |
| 03/06/24    | RJS             | Review of lease agreements and extension matters; review of Order appointing receiver; internal meeting with M. Mednick re: same; revisions to lease agreement and correspondence re: same. | 1.8          | 666.00       |
| 03/26/24    | MM              | Email to opposing counsel re: status of payment; diarized notes to file;  | 0.2          | 138.00       |
| 04/10/24    | LJE             | Review correspondence regarding settlement agreement; confer internally regarding commencing a claim to enforce the settlement agreement  | 0.6          | 201.00       |
| 04/10/24    | MM              | Confer with J. Earle re: next steps;  | 0.2          | 138.00       |
| 04/10/24    | SDF             | Meeting with J Earle re statement of claim. Drafting statement of claim.  | 1.6          | 488.00       |
| 04/14/24    | SDF             | Drafting statement of claim.  | 0.6          | 183.00       |
| 04/15/24    | LJE             | Review plaintiff's claim; confer with S. Friedman regarding same  | 0.6          | 201.00       |
| 04/15/24    | SDF             | Reviewing statement of claim with J Earle; revising statement of claim.   | 0.7          | 213.50       |
| 04/16/24    | SDF             | Revising statement of claim; correspondence with J Earle re same.   | 0.3          | 91.50        |
| 04/18/24    | SDF             | Correspondence with M Mednick.  | 0.2          | 61.00        |
| 04/19/24    | LJE             | Review & revise plaintiff's claim   | 0.3          | 100.50       |
| 04/19/24    | SDF             | Revising statement of claim per M Mednick comment.  | 0.3          | 91.50        |
| 04/22/24    | LJE             | Review plaintiff's claim; confer with S. Friedman regarding same  | 0.1          | 33.50        |
| 04/22/24    | SDF             | Finalizing statement of claim; correspondence with J Earle re same.   | 0.7          | 213.50       |
| 04/25/24    | LJE             | Confer internally regarding plaintiff's claim & 249's lease deposit   | 0.2          | 67.00        |
| 04/25/24    | SDF             | Revisions to statement of claim for J Earle comment.  | 0.3          | 91.50        |
| 04/29/24    | LJE             | Confer with S. Friedman regarding revisions to the plaintiff's claim per client's feedback.   | 0.2          | 67.00        |
| 04/29/24    | SDF             | Amending statement of claim; correspondence with J Earle re same.   | 0.2          | 61.00        |
| 04/30/24    | LJE             | Revise & finalize plaintiff's claim   | 0.4          | 134.00       |
| 04/30/24    | SDF             | Revisions to statement of claim for J Earle comment.  | 0.2          | 61.00        |

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|---|--------------|--------------|
| 04/30/24    | RJS             | Review of Lease Amendment per C. Hristow;<br>correspondence re: same.   | 0.3          | 111.00       |
| 05/06/24    | RJS             | Review of third lease amendment and new lease<br>agreement. Correspondence with C. Hristow re: same.                                      | 0.2          | 74.00        |
| 05/07/24    | LJE             | Internal correspondence regarding notice of discontinuance  | 0.1          | 33.50        |
| 05/07/24    | RJS             | Correspondence with C. Hristow re: updated lease,<br>execution version matters.   | 0.3          | 111.00       |
| 05/14/24    | LJE             | Correspondence with opposing counsel regarding notice of<br>discontinuance & wiring settlement funds; confer internally<br>regarding same | 0.5          | 167.50       |
| 05/14/24    | RJS             | Review of Hearing Life Lease Extension; draft lease<br>extension agreement per C. Hristow correspondence.                                 | 0.3          | 111.00       |
| 05/15/24    | LJE             | Correspondence with opposing counsel regarding notice of<br>discontinuance & transferring settlement funds                                | 0.1          | 33.50        |
| 05/28/24    | RJS             | Revisions to OMS lease extension and amending<br>agreement; various correspondence with C. Hristow re:<br>same.                           | 0.3          | 111.00       |
| 06/04/24    | SMG             | Draft lease extension matters re: OMS and Hearing Life;<br>internal meeting with R. Schuett re: same.                                     | 0.9          | 274.50       |
| 06/04/24    | RJS             | Revisions to lease extension agreement; draft lease<br>extension.   | 1.0          | 370.00       |

## SUBTOTAL FEES

14.2 \$ 4,883.50

## LESS DISCOUNT

(1.3) \$ (433.50)

## TOTAL FEES

12.9 \$ 4,450.00

| <u>DATE</u> | <u>DISBURSEMENTS</u>  | <u>VALUE</u>       |
|-------------|---|--------------------|
| 05/06/24    | KAP Litigation Services - BILLABLE SERVICES OF OTHERS - VENDOR: KAP LITIGATION<br>SERVICES - SERVED X2 ONTO SHOPPERS REALTY & SHOPPERS DRUG MART @ 22<br>ST. CLAIR AVE E., TORONTO INV# 639990 DATE: 05/06/2024 | 119.70             |
|             | TOTAL DISBURSEMENTS   | \$ 119.70          |
|             | HST - ONTARIO   | \$ 594.06          |
|             | TOTAL CURRENT INVOICE   | \$ <u>5,163.76</u> |

| TIMEKEEPER SUMMARY            |              |             |              |              |
|-------------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>             | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| MORDY MEDNICK [MM]            | PARTNER      | 690.00      | 0.40         | 276.00       |
| RICHARD J. SCHUETT [RJS]      | ASSOCIATE    | 370.00      | 4.70         | 1,739.00     |
| L. JEMARK EARLE [LJE]         | ASSOCIATE    | 335.00      | 3.10         | 1,038.50     |
| SAM D. FRIEDMAN [SDF]         | ASSOCIATE    | 305.00      | 5.10         | 1,555.50     |
| STEPHANIE M. GRAD [SMG]       | SUMMER ASSOC | 305.00      | 0.90         | 274.50       |
| SUBTOTAL FEES CURRENT INVOICE |              |             | 14.20        | \$ 4,883.50  |
| LESS DISCOUNT                 |              |             | (1.29)       | (433.50)     |
| TOTAL FEES CURRENT INVOICE    |              |             | 12.91        | \$ 4,450.00  |

**PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT**

**DICKINSON WRIGHT LLP**



**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: MARCH 21, 2025  
INVOICE NO.: 2021146

ADDENDA CAPITAL INC.  
1874 SCARTH STREET, SUITE 1900  
REGINA, SK S4P 4B3  
CANADA

ATTN: ARDI PRADANA

CLIENT/MATTER NO.: 085587-00011

RE: ADDENDA CAPITAL INC. LOAN TO 249 ONTARIO STREET HOLDINGS INC. 249 ONTARIO STREET, PORT  
HOPE

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH MARCH 21, 2025

|   |           | <u>CAD</u>              |
|---|-----------|-------------------------|
| TOTAL FEES CURRENT INVOICE .....          | \$        | 17,356.50               |
| TOTAL DISBURSEMENTS CURRENT INVOICE ..... | \$        | 35.50                   |
| HST - ONTARIO .....                       | \$        | <u>2,260.96</u>         |
| <b>TOTAL CURRENT INVOICE .....</b>        | <b>\$</b> | <b><u>19,652.96</u></b> |



**CURRENT INVOICE DETAIL**

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>  | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|--|--------------|--------------|
| 06/14/24    | RJS             | Correspondence with tenant counsel re: execution matters; correspondence with C. Hristow re: executed lease agreement. Revisions to Hearlife lease agreement; correspondence re: Same. | 0.7          | 259.00       |
| 01/30/25    | PAM             | To telephone conversation with Ardi Pradana; to discussions with David Preger; to correspondence to Ardi Pradana;  | 1.0          | 1,065.00     |
| 01/31/25    | PAM             | To discussions with David Preger; to correspondence to Ardi Pradana;   | 0.5          | 532.50       |
| 02/03/25    | DPP             | Emails from and to Paul Muchnik and Ardi Pradana   | 0.1          | 98.00        |
| 02/03/25    | PAM             | To receipt and review correspondence from Ardi Pradana; to telephone conversations with David Preger and Hartley Bricks; to correspondence to Ardi Pradana;                            | 1.0          | 1,065.00     |
| 02/04/25    | DPP             | Receive and review email from Catherine Hristow, email to Ardi Pradana   | 0.2          | 196.00       |
| 02/05/25    | DPP             | Videoconference with Ardi Pradana, Paul Muchnik and Hartley Bricks, draft email for Ardi Pradana to send to Catherine Hristow  | 0.7          | 686.00       |
| 02/05/25    | PAM             | To telephone conversations with Ardi Pradana and Hartley Bricks;   | 0.5          | 532.50       |
| 02/06/25    | DPP             | Emails from and to Shane Connolly to arrange videoconference   | 0.2          | 196.00       |
| 02/14/25    | DPP             | Emails from and to Commercial List to request scheduling appointment before a judge, email request form for February 21 to Commercial List   | 0.4          | 392.00       |
| 02/18/25    | DPP             | Receive and review email from Commercial List confirming scheduling appearance on February 21, email to Ardi Pradana and Hartley Bricks, email to Jordan Sleeth and Shane Connolly     | 0.4          | 392.00       |
| 02/20/25    | DPP             | Prepare Aide Memoire, email to service list, confer with Talya Bertler   | 1.5          | 1,470.00     |
| 02/21/25    | TRB             | Review Aide Memoire, attend court for scheduling appointment   | 0.3          | 109.50       |
| 02/21/25    | DPP             | Appear before Steele J. via Zoom to obtain hearing date of March 26, email to Shane Connolly, email to Ardi Pradan, confer with Paul Muchnik   | 1.0          | 980.00       |
| 02/21/25    | PAM             | To discussions with David Preger; To correspondence to and from Ardi Pradana;  | 0.5          | 532.50       |
| 03/06/25    | DPP             | Emails from and to Shane Connolly  | 0.2          | 196.00       |
| 03/07/25    | DPP             | Emails from and to Catherine Hristow   | 0.2          | 196.00       |

| <u>DATE</u> | <u>INITIALS</u> | <u>SERVICES</u>   | <u>HOURS</u> | <u>VALUE</u> |
|-------------|-----------------|---|--------------|--------------|
| 03/14/25    | DPP             | Email to Ardi Pradana to request loan balance statement   | 0.2          | 196.00       |
| 03/17/25    | DPP             | Telephone conference with Hartley Bricks, receive and review email from Catherine Hristow   | 0.3          | 294.00       |
| 03/18/25    | DPP             | Follow up email to Ardi Pradana to request statement, receive and review email from Ardi Pradana, receive and review email and statement from Kelly Deck  | 0.3          | 294.00       |
| 03/19/25    | DPP             | Receive and review email from Catherine Hristow, briefly review final report, forward to Ardi Pradana and Hartley Bricks, draft discharge order, email to Hartley Bricks for review and comment   | 1.8          | 1,764.00     |
| 03/20/25    | TRB             | Confer with David Preger, review report of interim receiver, prepare portion of notice of motion dealing with discharge of interim receiver   | 2.5          | 912.50       |
| 03/20/25    | DPP             | Emails from and to Hartley Bricks, revise final report, email to Catherine Hristow, telephone conference with Hartley Bricks, revise discharge order, email discharge order to Hartley Bricks and Catherine Hristow for review and approval, email to Catherine Hristow and Hartley Bricks regarding final report, receive and review email from Hartley Bricks | 5.1          | 4,998.00     |
| TOTAL FEES  |                 |   | 19.6         | \$ 17,356.50 |

| <u>DATE</u>           | <u>DISBURSEMENTS</u>                          | <u>VALUE</u> |
|-----------------------|---|--------------|
| 02/24/25              | Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY | 35.50        |
| TOTAL DISBURSEMENTS   |   | \$ 35.50     |
| HST - ONTARIO         |   | \$ 2,260.96  |
| TOTAL CURRENT INVOICE |   | \$ 19,652.96 |

| <b>TIMEKEEPER SUMMARY</b>  |              |             |              |              |
|----------------------------|--------------|-------------|--------------|--------------|
| <u>TIMEKEEPER</u>          | <u>TITLE</u> | <u>RATE</u> | <u>HOURS</u> | <u>VALUE</u> |
| DAVID P. PREGER [DPP]      | PARTNER      | 980.00      | 12.60        | 12,348.00    |
| PAUL A. MUCHNIK [PAM]      | PARTNER      | 1,065.00    | 3.50         | 3,727.50     |
| RICHARD J. SCHUETT [RJS]   | ASSOCIATE    | 370.00      | 0.70         | 259.00       |
| TALYA R BERTLER [TRB]      | ASSOCIATE    | 365.00      | 2.80         | 1,022.00     |
| TOTAL FEES CURRENT INVOICE |              |             | 19.60        | \$ 17,356.50 |

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

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

**PAUL A. MUCHNIK**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

This is Exhibit “B” referred to in the Affidavit of David Preger, sworn before me at the City of Toronto, in the Province of Ontario, on March 21, 2025.

A handwritten signature in blue ink, appearing to be a stylized 'A' or 'R' with a horizontal line through it.

---

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

**Billing Rates of Dickinson Wright LLP**  
**85587-11**  
**For the period from April 1, 2021 to March 21, 2025**

|                     | <b>Rate</b>  | <b>Hours</b>                                  | <b>Year of Call</b> | <b>Area of Practice</b>      |
|---------------------|--|---|---------------------|------------------------------|
| David Preger        | 745.00 (2021)<br>822.50 (2023)<br>850.00<br>870.00<br>980.00 (2025)    | 0.80<br>2.70<br>0.60<br>1.00<br>12.60         | 1995                | Bankruptcy and<br>Insolvency |
| Paul Muchnik        | 805.00 (2021)<br>861.67 (2023)<br>920.00<br>945.00<br>1065.00 (2025)   | 3.50<br>13.00<br>1.00<br>3.50<br>3.50         | 1988                | Real Estate                  |
| Mordy Mednick       | 545.00<br>585.00 (2023)<br>625.00<br>640.00<br>665.00 (2024)<br>690.00 | 0.40<br>10.60<br>3.80<br>3.50<br>1.20<br>0.40 | 2010                | Commercial<br>Litigation     |
| Dylan Augruso       | 400.00 (2021)  | 3.70  |                     | Bankruptcy and<br>Insolvency |
| Jemark Earle        | 335.00 (2024)  | 3.10  | 2023                | Commercial<br>Litigation     |
| Julie Kim           | 285.00 (2023)  | 2.50  | 2024                | Commercial<br>Litigation     |
| Sam Friedman        | 285.00 (2023)<br>305.00 (2024)   | 0.80<br>5.10                                  | 2024                | Associate                    |
| Stephanie Grad      | 305.00 (2024)  | 0.90  | 2024                | Student                      |
| Richard Schuett     | 335.00 (2023)<br>345.00 (2024)<br>370.00                               | 9.20<br>5.30<br>1.50<br>4.70<br>0.70          | 2020                | Real Estate                  |
| Lipika Singh        | 280.00 (2023)  | 1.90  | 2023                | Associate                    |
| Alana Walter        | 280.00 (2023)  | 3.10  | 2023                | Associate                    |
| Talya Bertler       | 365.00   | 2.80  | 2024                | Bankruptcy and<br>Insolvency |
| <b>Average Rate</b> | <b>590.75</b>  |   |                     |                              |

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

PROCEEDING COMMENCED AT  
TORONTO

**FEE AFFIDAVIT**

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, P.O. Box 447  
Commerce Court Postal Station  
Toronto, Ontario, M5L 1G4

**DAVID P. PREGER (36870L)**

Email: [dpreg@rickinsonwright.com](mailto:dpreg@rickinsonwright.com)  
Tel: (416) 646-4606

**TALYA R. BERTLER (90315H)**

Email: [tbertler@rickinsonwright.com](mailto:tbertler@rickinsonwright.com)  
Tel: (416) 777-2394

Lawyers for Deloitte Restructuring Inc,  
Court-appointed Interim Receiver

## Appendix F

Court File No. CV-21-00656098-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 47(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

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

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**AFFIDAVIT OF CHAD KOPACH**

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

1. I am a partner with the law firm of Blaney McMurtry LLP ("**Blaneys**"), independent counsel for the interim Receiver Deloitte Restructuring Inc. ("**Deloitte**", or the "**Interim Receiver**"). As such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and where so stated I verily believe it to be true.

2. Pursuant to an Order of Justice Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated March 9, 2021 (the "**Interim Appointment Order**"), Deloitte was appointed, pursuant to section 47(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**"), as interim receiver over certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner



and nominee for the Respondent Gross Point Properties Inc., as to an 80% interest and the Respondent 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario.

3. Blaneys has provided services and incurred disbursements in relation to the Interim Receivership for the period from February 1, 2021 to and including January 31, 2022, as described in the Legal Costs Summary attached hereto and marked as **Exhibit “A”**, and the detailed accounts rendered by Blaneys dated March 31, 2021 and January 31, 2022, which are attached hereto and marked as **Exhibits “B”** and **“C”**, respectively (the **“Blaneys Accounts”**).

4. Notwithstanding the production of the Blaneys Accounts, Blaneys and the Interim Receiver are in no way waiving privilege or confidentiality with respect to the accounts or the activities described therein.

5. Based on my review of the Blaneys Accounts and my personal knowledge of this matter, the Blaneys Accounts represent a fair and accurate description of the services provided and the amounts charged by Blaneys.

6. A total of approximately 10.8 hours were expended by Eric Golden and Elsir Tawfik, and by Blaneys’ law clerks during the period noted above in performing legal services relating to the Interim Receivership proceeding herein.

7. I verily believe that the hourly billing rates, outlined in detail in the Blaneys Accounts, are in the range of normal average hourly rates charged by legal counsel for services rendered in relation to engagements similar to Blaneys’ engagement with respect to the Interim Receivership.

8. I swear this Affidavit in support of a motion for, among other things, approval of Blaneys' fees and disbursements, and for no improper purpose.

**SWORN** by Chad Kopach at the City of )  
 Toronto, in the Province of Ontario, before )  
 me on March 18, 2025 in accordance with )  
 O.Reg. 431/20, Administering Oath or )  
 Declaration Remotely. )



\_\_\_\_\_  
 A Commissioner for Taking Affidavits, etc.

**Kelly Vickers (P13560)**



\_\_\_\_\_  
**CHAD KOPACH**

This is Exhibit “A” referred to in the Affidavit of Chad Kopach sworn by Chad Kopach at the City of Toronto, in the Province of Ontario, before me on March 18, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**KELLY VICKERS (P13560)**

**LEGAL COSTS SUMMARY**

| <b>LAWYER</b> | <b>YEAR OF CALL</b> | <b>HOURLY RATE</b> |
|---------------|---------------------|--------------------|
| Eric Golden   | 1996                | \$600.00           |
| Elsir Tawfik  | 2020                | \$300.00           |

**SUMMARY OF ACCOUNTS**

| <b>No.</b>                               | <b>Date of Account</b> | <b>Fees</b>  | <b>Disbursements</b> | <b>H.S.T.</b>   | <b>Total</b>      |
|--|------------------------|--|----------------------|-----------------|-------------------|
| 1.                                       | March 31, 2021         | \$3,410.00   | \$117.85             | \$448.86        | \$3,976.71        |
| 2.                                       | January 31, 2022       | \$1,980.00   | \$ -                 | \$257.40        | \$2,237.40        |
| <b>TOTAL</b>                             |                        | <b>\$5,390.00</b>  | <b>\$117.85</b>      | <b>\$706.26</b> | <b>\$6,214.11</b> |
| Average Hourly Rate -<br>(before H.S.T.) |                        | Total fees (before H.S.T.): \$5,390.00 ÷ Total hours: 10.8<br>= \$499.07 |                      |                 |                   |

This is Exhibit “B” referred to in the Affidavit of Chad Kopach sworn by Chad Kopach at the City of Toronto, in the Province of Ontario, before me on March 18, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**KELLY VICKERS (P13560)**

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL  
Deloitte & Touche Inc.  
22 Adelaide Street West, Suite 200  
Toronto, ON M5H 0A9

Date  
March 31, 2021

Invoice No.  
710443

File No.  
104079-0007

Attention: Hartley Bricks

**RE: Port Hope Medical Centre**

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended March 31, 2021 as more particularly described below.

| <u>Date</u>       | <u>Lawyer</u> | <u>Time</u> | <u>Description</u>  |
|-------------------|---------------|-------------|---|
| February 11, 2021 | ET            | 1.90        | Review application materials; communications with E. Golden re same;  |
| February 12, 2021 | EG            | 0.10        | Call with Preger re status;   |
| February 15, 2021 | EG            | 1.00        | Review interim receivership application record and related corporate, PPSA and real estate searches; communications with D. Preger and H. Bricks re receivership application;   |
| March 9, 2021     | EG            | 0.70        | Call with Bricks re today's motion; review appointment Order; communications with Bricks re next steps;   |
| March 16, 2021    | EG            | 0.50        | Communications with Receiver re registering order on title; instructions to clerk Kopach re same; communications with Preger re same;   |
| March 16, 2021    | DK            | 0.30        | Receipt of instructions to register court order; review issued order;   |
| March 17, 2021    | DK            | 0.90        | Review court order; prepare application to register court order and acknowledgment and direction authorizing electronic completion and registration; forward same to client for execution; receipt of signed authorization; finalize application and attend to electronic registration; obtain copy of registered |

Date  
March 31, 2021

Invoice No.  
710443

File No.  
104079-0007

-2-

| <u>Date</u>    | <u>Lawyer</u> | <u>Time</u> | <u>Description</u>   |
|----------------|---------------|-------------|--|
|                |               |             | instrument and property parcel register;<br>confirm completion;  |
| March 23, 2021 | EG            | 1.40        | Call with Deloitte re snow removal contract,<br>and re status of second mortgagee; review<br>parcel page and instructions to clerk re 159<br>mortgage documents; review same; arrange<br>for security opinion; |
| March 23, 2021 | DK            | 0.40        | Attend to land registry title records; obtain<br>copies of registered charged, general<br>assignment of rents and notice amending<br>charge in favour of 1592106 Ontario Inc.;                                 |
| March 24, 2021 | EG            | 0.30        | Call with Bricks re property manager options<br>and outcome of issue with snow removal<br>provider;  |

OUR FEE HEREIN: \$3,410.00  
FEE HST: \$443.30

| <u>Lawyer</u> | <u>Title</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|---------------|--------------|--------------|-------------|---------------|
| Eric Golden   | Partner      | 4.00         | \$600.00    | \$2,400.00    |
| Elsir Tawfik  | Associate    | 1.90         | \$300.00    | \$570.00      |
| Dawn Kearns   | Clerk        | 1.60         | \$275.00    | \$440.00      |

| <u>Disbursements</u>                    | <u>Amount</u> |
|---|---------------|
| Registration Fees* - Non-Taxable        | \$65.30       |
| Computer Searches - R.E. (Teraview) * - | \$9.80        |
| Registration Fees                       | \$10.90       |
| Computer Searches - R.E. (Teraview)     | \$31.85       |

TOTAL DISBURSEMENTS: \$117.85

\*HST is not charged

DISBURSEMENT HST: \$5.56

TOTAL FEES AND DISBURSEMENTS: \$3,527.85  
TOTAL HST: \$448.86

Date  
March 31, 2021

Invoice No.  
710443

File No.  
104079-0007

-3-

TOTAL AMOUNT DUE: \$3,976.71

**BLANEY McMURTRY LLP**

Eric Golden  
E. & O.E

Fees may include charges for services provided by Lawco Limited.  
Details are available upon request.

Make payment(s) payable to Blaney McMurtry LLP.  
We accept Visa, Mastercard and AMEX.

**For Wire Transfers:** TD Canada Trust, Bank No. 004, Transit No. 10252,  
General Account No. 0680-5215022      Swift Code: TDOMCATTOR

**Please ensure our account number and/or file number is quoted on  
the wire transfer.**



This is Exhibit “C” referred to in the Affidavit of Chad Kopach sworn by Chad Kopach at the City of Toronto, in the Province of Ontario, before me on March 18, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**KELLY VICKERS (P13560)**

**RE: Port Hope Medical Centre**

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended January 31, 2022 as more particularly described below.

| <u>Date</u>      | <u>Lawyer</u> | <u>Time</u>  | <u>Description</u>  |               |  |  |
|------------------|---------------|--------------|---|---------------|--|--|
| April 13, 2021   | EG            | 0.20         | Email from Bricks re HST arrears; call with same re same;   |               |  |  |
| January 10, 2022 | EG            | 0.80         | Review emails from Bricks re physio lease and related documents, demands and accounting and related emails between PM and principal re departed tenant; email to Bricks re principal of lessee; |               |  |  |
| January 10, 2022 | EG            | 1.70         | Review documents from Bricks re chattel leases issues re lighting; review PPSA results and relevant law; emails to and from Bricks re proposed steps; call with same re same;                   |               |  |  |
| January 12, 2022 | EG            | 0.50         | Call with Bricks; email to same re questions/issues for claim on physio lease;  |               |  |  |
| January 19, 2022 | EG            | 0.10         | Follow-up to Bricks re tenant issue and fixture financiers; emails from and to same re same;  |               |  |  |
| OUR FEE HEREIN:  |               |              |   | \$1,980.00    |  |  |
| FEE HST:         |               |              |   | \$257.40      |  |  |
| <u>Lawyer</u>    | <u>Title</u>  | <u>Hours</u> | <u>Rate</u>   | <u>Amount</u> |  |  |
| Eric Golden      | Partner       | 3.30         | \$600.00  | \$1,980.00    |  |  |

|                               |                   |
|-------------------------------|-------------------|
| TOTAL FEES AND DISBURSEMENTS: | \$1,980.00        |
| TOTAL HST:                    | <u>\$257.40</u>   |
| TOTAL AMOUNT DUE:             | <u>\$2,237.40</u> |

**BLANEY McMURTRY LLP**

Eric Golden  
E. & O.E

Fees may include charges for services provided by Lawco Limited.  
Details are available upon request.

We accept payment by cheque, Wire, VISA, Mastercard and AMEX.  
To pay by Visa, Mastercard or Amex please [Click here to pay](#)  
To pay by Wire: TD Canada Trust, Bank No. 004, Transit No. 10252,  
General Account No. 0680-5215022 Swift Code: TDOMCATTOR  
**Please ensure our invoice number, account number and/or file  
number is quoted on all forms of payment.**  
Contact email [clientservices@blaney.com](mailto:clientservices@blaney.com)

**ADDENDA CAPITAL INC.**  
Applicant

and

Court File No. CV-21-00656098-00CL  
**249 ONTARIO STREET HOLDINGS INC. et al.**  
Respondents

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF CHAD KOPACH**

**BLANEY McMURTRY LLP**  
Barristers & Solicitors  
2 Queen Street East, Suite 1500  
Toronto ON M5C 3G5

**Eric Golden** (LSO #38239M)  
(416) 593-3927 (Tel)  
egolden@blaney.com

**Chad Kopach** (LSO #48084G)  
(416) 593-2985 (Tel)  
ckopach@blaney.com

Lawyers for the Court-appointed  
Interim Receiver, Deloitte Restructuring Inc.

## Appendix G

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF  
249 ONTARIO STREET HOLDINGS INC.**

224

**Interim Receiver's Statement of Receipts and Disbursements  
for the period March 9, 2021 to March 7, 2025**

**Receipts**

|                                  |    |                     |
|----------------------------------|----|---------------------|
| Cash in Bank                     | \$ | 115,909.96          |
| Receiver's Certificate borrowing |    | 250,000.00          |
| HST                              |    | 284,127.79          |
| Interest - Bank                  |    | 22,132.72           |
| Tenant Rent Receipts (net)       |    | <u>2,013,652.28</u> |
|                                  | \$ | <u>2,685,822.75</u> |

**Disbursements**

|  |    |                          |
|--|----|--------------------------|
| Filing fees                                  | \$ | 71.54                    |
| Receiver Fees                                |    | 271,356.47               |
| Legal Fees                                   |    | 5,507.85                 |
| Insurance                                    |    | 51,681.78                |
| HST Paid                                     |    | 293,212.93               |
| Receiver's Certificate - Principal Repayment |    | 250,000.00               |
| Receiver's Certificate-Interest              |    | 41,229.88                |
| Bailiff                                      |    | 850.00                   |
| Building Improvements - Roof                 |    | 250,060.00               |
| Tenant Inducements                           |    | 9,500.00                 |
| Cleaning - Contract Services                 |    | 152,478.38               |
| Cleaning - Supplies                          |    | 6,313.95                 |
| Waste Removal                                |    | 38,684.46                |
| Pest Control                                 |    | 750.00                   |
| Fire Safety & Inspections                    |    | 15,990.40                |
| Electrical Maintenance                       |    | 9,533.50                 |
| Plumbing Repairs                             |    | 12,224.24                |
| Repairs and Maintenance - Painting           |    | 33,225.00                |
| HVAC - Preventive Maintenance                |    | 22,532.50                |
| HVAC - Repairs                               |    | 31,471.50                |
| Repairs & Maintenance                        |    | 141,575.77               |
| Elevator - Maintenance                       |    | 18,679.20                |
| Utilities - Electricity                      |    | 189,786.54               |
| Utilities - Gas                              |    | 9,589.88                 |
| Utilities - Water and Sewer                  |    | 35,786.66                |
| Parking Lot Maintenance                      |    | 18,445.00                |
| Landscaping - Contract                       |    | 37,715.75                |
| Snow Removal - Contract                      |    | 57,675.00                |
| Exterior Building General                    |    | 22,295.00                |
| Security - Contract Services                 |    | 450.00                   |
| Monitoring                                   |    | 23,172.47                |
| Consulting Fee                               |    | 27,007.82                |
| Miscellaneous Administration                 |    | 4,785.02                 |
| Penalties and Interest                       |    | 2,017.01                 |
| Management Fees                              |    | 112,250.00               |
| Superintendent Wages                         |    | 43,687.50                |
| Leasing Commission Fee                       |    | 7,318.40                 |
| Leasing Expenses                             |    | 5,985.00                 |
| Landlords Costs                              |    | 3,250.00                 |
| Tenant Inducements                           |    | 36,126.11                |
| Yardi Fees                                   |    | 2,012.26                 |
| Vehicle - Expenses                           |    | 1,931.84                 |
| Courier                                      |    | 1,024.37                 |
| Signage                                      |    | 8,250.00                 |
| Bank charges                                 |    | <u>2,262.89</u>          |
|  | \$ | <u>2,309,753.87</u>      |
| Excess of Receipts over Disbursements        | \$ | <u><u>376,068.88</u></u> |

## Appendix H

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

**BETWEEN:**

**ADDENDA CAPITAL INC.**

**Applicant**

**and**

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
& 2413667 ONTARIO INC.**

**Respondents**

**INTERIM RECEIVER'S DISCHARGE CERTIFICATE**

**RECITALS**

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated March 9, 2021 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the interim receiver (the “**Interim Receiver**”) of all of the assets, undertakings and properties of 249 Ontario Street Holdings Inc. (“**Holdings**”), Gross Properties Inc. (“**GPI**”), and 2413667 Ontario Inc. (“**241**”, and together with 249 and Gross, the “**Debtors**”).
2. Pursuant to an Order of the Court dated March ●, 2025 (the “**Discharge Order**”), Deloitte Restructuring Inc. was discharged as Interim Receiver of the Debtor, with such discharge to be effective upon the filing by the Interim Receiver of a Certificate with this Court certifying that all matters to be attended to in connection with the interim receivership as set out in the Final Report of the Interim Receiver dated March ●, 2025 (the “**Final Report**”) have been completed to the satisfaction of the Interim Receiver.



**THE INTERIM RECEIVER HEREBY CERTIFIES** that all matters to be attended to in connection with the receivership as set out in this Final Report have been completed to the satisfaction of the Interim Receiver.

DATED AT TORONTO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

**Deloitte Restructuring Inc.**

Solely in its capacity as the Court-appointed  
Interim Receiver of certain real property held  
by 249 Ontario Street Holdings Inc., and  
without personal or corporate liability

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

Catherine Hristow, CPA, CMA, CIRP, LIT  
*Senior Vice-President*

**Appendix “●”**

**Fee Affidavit of Ms. Catherine Hristow sworn March ●, 2025  
(with Summary of Fees and Invoices)**

**Appendix “●”**

**Fee Affidavit of Mr. David Preger sworn March ●, 2025**  
**(with Summary of Fees and Invoices)**

**Appendix “●”**

**Fee Affidavit of Chad Kopach sworn March 18, 2025  
(with Summary of Fees and Invoices)**

# TAB 3

Court File No.CV-21-00656098-00CL

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

**IN THE MATTER OF SECTION 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**

B E T W E E N:

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.**

Respondents

**AFFIDAVIT OF SAVVAS PALLARIS**  
*(Sworn March 21, 2025)*

**I, SAVVAS PALLARIS**, of the City of Regina, in the Province of Saskatchewan, MAKE  
OATH AND SAY:

1. I am the Executive Vice President, Commercial Mortgages, of the Applicant Addenda Capital Inc. ("**Addenda**") and have knowledge of the matters to which I hereinafter depose.
2. Where information in this Affidavit is based upon information and belief, I have indicated the source of my information and belief and believe it to be true. To the extent that

any information is based on my review of documents, I believe the information in those documents to be true.

### **Background**

3. Addenda is a multi-asset investment firm with numerous lines of business, including commercial mortgage lending.

4. I am swearing this Affidavit in support of a motion to: (a) discharge Deloitte Restructuring Inc. ("**Deloitte**") as the interim receiver (in such capacity, the "**IR**") of the medical office building property, municipally known as 249 Ontario Street, in Port Hope, Ontario (the "**Property**"); and (b) appoint Bricks Damiani Inc., as Court-appointed receiver, without security, of the assets, undertakings and property of the Respondents, including the Property. Addenda holds a first-ranking charge (the "**First Charge**") of \$6 million over the Property.

5. The Respondent 249 Ontario Street Holdings Inc. ("**Holdings**") is the registered owner of the Property and is a nominee for the Respondent Gross Properties Inc. ("**GPI**"), as to an 80% interest, and for the Respondent 2413667 Ontario Inc. ("**241**"), as to a 20% interest. Holdings, GPI and 241 are hereinafter referred to, collectively, as the "**Debtors**".

6. The building on the Property was built in 1975 and refurbished in 1991. It has approximately 26,100 leasable square feet on two storeys and is demised into multiple tenantable units

7. As set out in the Second and Final Report of the IR dated March 21, 2025, the IR was appointed by Order of Justice Cavanagh dated March 9, 2021. By Order of Justice Cavanagh dated April 7, 2021, the IR's appointment was extended until further Order of the Court.

8. The circumstances leading to the IR's appointment were canvassed in an Affidavit I swore in these proceedings on February 1, 2021<sup>1</sup> and a Supplementary Affidavit I swore on March 5, 2021, both in support of the application to appoint the IR. Copies of those Affidavits (without exhibits) are attached, collectively, as **Exhibit A**.

9. Copies of Justice Cavanagh's endorsements of March 9, 2021 and April 7, 2021 are attached, collectively, as **Exhibit B**.

### **The First Charge**

10. The First Charge matured on June 1, 2024.

11. Addenda now wishes to have the Property monetized in a fair and transparent process by a 'full blown' receiver, who will have regard for the interests of the Debtors' estates and maintain responsibility for the Property's continued operation, for oversight of the property manager's activities and collection of rents.

12. A copy of the First Charge, which contains a contractual entitlement to appoint a receiver upon default, is attached as **Exhibit C**.

13. A copy of the parcel register in respect of the Property, current as of February 21, 2025, is attached as **Exhibit D**.

14. As of March 7, 2025, the amount outstanding under the First Charge was \$6,804,105.98 and per diem interest of \$625.84 was accruing thereon. A copy of a mortgage information statement in respect of the First Charge is attached as **Exhibit E**.



**Need for a 'Full Blown Receiver'**

15. If appointed, Hartley Bricks, Managing Director, of Bricks Damiani Inc. will have carriage of this administration. Mr. Bricks is eminently familiar with the Property and its operation. He was previously a Senior Vice-President at Deloitte and had carriage of the IR's administration prior to his departure.

16. The appointment of Bricks Damiani Inc. as receiver and manager of the assets, undertakings and property of the Debtors is just and convenient in the circumstances for the following reasons:

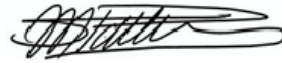
- (a) although Addenda's demand and section 244 *BIA* notice were issued on October 16, 2020, the defaults under the First Mortgage were never cured by the Debtors;
- (b) the statutory ten day period under the *BIA* expired long ago;
- (c) the First Charge matured on June 1, 2024 and remains unpaid;
- (d) the Applicants are contractually entitled to appoint a receiver upon default under the First Charge; and
- (e) a Court-supervised receiver will have regard for the interests of the Debtors' estates, including Addenda, will facilitate a fair and transparent sale process for the disposition of the Property and maintain responsibility for the Property's continued operation and oversight of the property manager's activities.

**SWORN** by **SAVVAS PALLARIS** at the City )  
of Regina, in the Province of Saskatchewan )  
before me at the City of Toronto, in the )  
Province of Ontario, on March 21, 2025 in )  
accordance with O. Reg. 431/20, )  
Administering Oath or Declaration )  
Remotely )  
)  
)



---

A Commissioner for Taking Affidavits



---

**SAVVAS PALLARIS**

This is Exhibit "A" referred to in the Affidavit of Savvas Pallaris sworn by Savvas Pallaris at the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on March 21, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**DAVID P. PREGER**

Court File No.CV-21-00656098-00CL

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

**IN THE MATTER OF SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY***  
***ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

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

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,**  
**GROSS PROPERTIES INC.**  
**and 2413667 ONTARIO INC.**

Respondents

**AFFIDAVIT OF SAVVAS PALLARIS**  
*(Sworn February 1, 2021)*

**I, SAVVAS PALLARIS**, of the City of Regina, in the Province of Saskatchewan,  
**MAKE OATH AND SAY:**

1. I am the Executive Vice President, Commercial Mortgages, of the Applicant Addenda Capital Inc. (“**Addenda**”) and have knowledge of the matters to which I hereinafter depose.

2. Where information in this Affidavit is based upon information and belief, I have indicated the source of my information and belief and believe it to be true. To the extent that any information is based on my review of documents, I believe the information in those documents to be true.

### **Background**

3. Addenda is a multi-asset investment firm with numerous lines of business, including commercial mortgage lending.

4. I am swearing this Affidavit in support of an application to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as interim receiver pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) over a medical office building property, municipally known as 249 Ontario Street, in Port Hope, Ontario (the “**Property**”). Addenda holds a first-ranking charge (the “**First Charge**”) of \$6 million over the Property.

5. The Respondent 249 Ontario Street Holdings Inc. (“**Holdings**”) is the registered owner of the Property and is a nominee for the Respondent Gross Properties Inc. (“**GPI**”), as to an 80% interest, and for the Respondent 2413667 Ontario Inc. (“**241**”), as to a 20% interest. Holdings, GPI and 241 are hereinafter referred to, collectively, as the “**Debtors**”.

6. Copies of Corporation Profile Reports with respect to Holdings, GPI and 241 are attached, respectively, as **Exhibit A**, **Exhibit B** and **Exhibit C**.

7. On October 16, 2020, Addenda caused a Notice of Intention to Enforce Security to be issued pursuant to section 244 of the *BIA*, together with a demand on the Debtors to cure certain defaults. The defaults arose from their failure to pay property tax arrears of \$248,565.28 and

water arears of \$8,618.85 and for permitting a second charge in the principal face amount of \$8.75 million (the “**Second Charge**”) and a third charge in the principal face amount of \$1.3 million (the “**Third Charge**”) to be registered against the Property, without Addenda’s consent, contrary the prohibition against subsequent encumbrances contained in the First Charge. The aforesaid defaults are hereinafter referred to, collectively as, the “**Defaults**”. Copies of the demand and *BIA* notice are attached as **Exhibit D**.

8. As a result of the Debtors’ continuing failure to cure the Defaults, Addenda and the Debtors, through our respective lawyers, negotiated the terms of a forbearance agreement, which contemplated that Addenda would forbear from enforcing its rights until February 16, 2021. Although the Debtors signed the forbearance agreement on December 10, 2020, a copy of which is attached as **Exhibit E**, they failed to pay the forbearance fee of \$5,000 and Addenda’s legal costs of \$12,500 as required under the forbearance agreement. As result, the forbearance agreement was never signed by Addenda and did not come into effect.

9. According to the last rent roll Addenda received from the Debtors, a copy of which is attached as **Exhibit F**, as of May 1, 2020, the Property was 45.93% vacant. The persisting Defaults suggest that vacancies in the building continue unabated. Given the Debtors’ total lack of responsiveness to our efforts to engage with them between March and October of 2020 and their failure to pay the modest amounts provided for under the forbearance agreement after it was negotiated between their lawyer and our lawyer, I am very concerned that the level of vacancy is getting worse.

10. In the circumstances, I believe that the appointment of Deloitte as interim receiver is necessary to stabilize the operation of the Property as quickly as possible.

### **The Property**

11. The building on the Property was built in 1975 and refurbished in 1991. It has approximately 26,100 leasable square feet on two storeys and is demised into 23 units, including

a 2,395 square foot Shoppers Drug Mart pharmacy on the ground floor. The pharmacy lease is due to expire on December 31, 2021 and I am very concerned that if the building is not stabilized and re-tenanted quickly, the pharmacy lease may not be renewed.

### **Addenda's Real Estate Security**

12. A copy of the parcel register in respect of the Property, current as of January 19, 2021, is attached as **Exhibit G**.

13. The First Charge, a copy of which is attached as **Exhibit H**, was originally given by Addenda to GT Port Hope Holding Inc. ("GT"), and registered on May 1, 2013. A copy of the Standard Charge Terms 200033, incorporated by reference into the First Charge, is attached as **Exhibit I**.

14. A copy of the commitment letter dated March 25, 2013, pursuant to which the First Charge was given, is attached as **Exhibit J**.

15. In connection with the First Charge, Addenda also obtained a general assignment of rents, notice of which was registered against the Property on May 1, 2013. A copy of the notice is attached as **Exhibit K**.

16. The Property was transferred from GT to Holdings on January 26, 2016. In connection with the transfer, Holdings, Addenda, GT, and Northwest Healthcare Properties Real Estate Investment Trust, the covenantor of the obligations of GT under the First Charge, executed an Agreement to Assume Mortgage (the "**Assumption Agreement**"), pursuant to which Holdings agreed to assume GT's obligations under the First Charge. A copy of the Assumption Agreement is attached as **Exhibit L**.

17. In connection with the transfer from GT to Holdings, GPI and 241, as beneficial owners, and Holdings, as nominee, further executed a Beneficial Owner Direction and Acknowledgment

in favour of Addenda authorizing and directing Holdings to execute and deliver the Assumption Agreement to Addenda. A copy of the Beneficial Owner Direction and Acknowledgment is attached as **Exhibit M**.

18. Pursuant to a letter agreement dated May 29, 2019, the term of the First Charge was extended until June 1, 2024. A copy of the letter agreement is attached as **Exhibit N**.

## **DEFAULTS**

19. On March 9, 2020, our office emailed Anna Galatseva of Prime Real Estate Group, the property manager of the Property (the “**Property Manager**”), with a routine enquiry requesting evidence that the 2019 property taxes had been paid. On March 10, 2020, we received a copy of the 2020 interim tax bill from the Property Manager, a copy of which is attached as **Exhibit O**, which revealed that \$50,307.16 was past due for 2019.

20. On March 12 and 27, 2020, our office sent follow-up emails to the Property Manager requesting proof that property taxes past due had been paid. A copy of the thread containing the emails is attached as **Exhibit P**. We did not receive a response.

21. On June 4, 2020, our office emailed both the Property Manager and Sheldon Gross, who is a director and officer of both Holdings and GPI, demanding proof that the 2019 property taxes had been paid. A copy the email is attached as **Exhibit Q**. We did not receive a response.

22. Due to the radio silence, on August 25, 2020, our office followed up by email with Sheldon Gross and Mark Gross, who is also a director and officer of Holdings and GPI, requesting proof of payment of all property taxes then due and inquiring whether there had been a change in property management. A copy the email is attached as **Exhibit R**. Again, we did not receive a response.



23. Finally, on October 8, 2020, our office emailed Sheldon Gross and Mark Gross, to advise them that as of October 7, 2020, there were property tax arrears owing of \$248,565.48 and that unless the arrears were cleared and we received proof of payment by October 14, 2020, we would pay the taxes and add them to the indebtedness owing under the First Charge. A copy of the email is attached as **Exhibit S**. No response was forthcoming.

24. I am advised by Patti Lipp, Administrator, Commercial Mortgages, at Addenda that on October 14, 2020, she had a telephone discussion with Sandra Brown, the Tax and Revenue Manager of the Municipality of Port Hope, who advised her that in addition to property tax arrears, there were water arrears of \$8,618.85 that were being added to the property tax arrears. Ms. Brown further advised that if the taxes remained unpaid, the Municipality would initiate steps to sell the Property in January of 2021. A copy of Ms. Lipp's email to Ardi Pradana, Assistant Manager, at Addenda, summarizing her telephone discussion with Ms. Brown is attached as **Exhibit T**.

25. In order to avoid property taxes and interest on property taxes from continuing to accrue in priority to the First Charge and to avoid a tax sale, Addenda issued payment to the Municipality of Port Hope of \$257,184.33. A copy of the receipt of payment dated October 19, 2020 is attached as **Exhibit U**.

26. On October 13, 2020, after having reviewed the parcel register, Addenda first learned that contrary to the prohibition against subsequent encumbrances in the First Charge, the Debtors had permitted the Second Charge and the Third Charge to be registered against the Property without Addenda's consent.

27. A copy of the Second Charge, registered on July 19, 2019, in the principal face amount of \$6.25 million, in favour of 1592106 Ontario Inc. ("**159**"), is attached as **Exhibit V**.

28. According to a Corporation Profile Report dated October 10, 2020, 159's name was changed to Cannect International Mortgage Corporation on May 27, 2019, notably prior to the

registration of the Second Charge on July 19, 2019. A copy of Corporation Profile Report is attached as **Exhibit W**.

29. The principal amount of the Second Charge was increased to \$8.75 million pursuant to an Agreement Amending Charges between 159 and Holdings, among others, dated as of August 30, 2019, notice of which was registered against the Property on August 28, 2019. A copy of the notice is attached as **Exhibit X**.

30. The Third Charge was registered on May 9, 2017, in the principal face amount of \$1.3 million, in favour of Gross Capital Inc. (“**GCI**”). A copy of the Third Charge is attached as **Exhibit Y**. The Third Charge was postponed to the Second Charge pursuant to Postponements registered on July 19, 2019 and on August 28, 2019, copies of which are attached, collectively, as **Exhibit Z**.

31. GCI is related to Holdings and GPI. According to a certificate that Addenda obtained in connection with the Assumption Agreement, a copy of which is attached **Exhibit AA**, GCI is the sole shareholder of GPI and Holdings.

### **Need for an Interim Receiver**


32. Although Addenda’s demand and *BIA* notice were issued on October 16, 2020, none of the Defaults have been cured. Given the Debtors’ total lack of responsiveness to our efforts to engage with them between March and October of 2020, their seeming inability to pay the modest amounts provided for under the forbearance agreement, the likely alarmingly high vacancies in the building and the impending expiry of the pharmacy lease, it is critical that Deloitte be appointed as interim receiver to actively re-let the vacant space in the building, fund such repairs or leasehold improvements as may be reasonably necessary to re-let the vacant space, and collect and account for rents.

33. I would emphasize that Addenda has not accelerated the First Charge as its objective is not to force a sale of the Property. It is rather to stabilize the operation of the Property for the long-term benefit of all of the Debtors' stakeholders.

**SWORN** before me by videoconference )  
 at the City of Toronto, in the Province of )  
 Ontario, this 1st day of February, 2021 )



A Commissioner for Taking Affidavits )

  
**SAVVAS PALLARIS**

Court File No.CV-21-00656098-00CL

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

**IN THE MATTER OF SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY***  
***ACT*, R.S.C. 1985, C. B-3, AS AMENDED**

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

**ADDENDA CAPITAL INC.**

Applicant

- and -

**249 ONTARIO STREET HOLDINGS INC.,**  
**GROSS PROPERTIES INC.**  
**and 2413667 ONTARIO INC.**

Respondents

**AFFIDAVIT OF SAVVAS PALLARIS**  
*(Sworn March 5, 2021)*

**I, SAVVAS PALLARIS**, of the City of Regina, in the Province of Saskatchewan,  
**MAKE OATH AND SAY:**

1. This affidavit is supplementary to my affidavit sworn on February 1, 2021 in this proceeding (“**Initial Affidavit**”).

2. All capitalized terms herein have the meanings defined in my Initial Affidavit.


3. The monthly payments of \$30,036.97 due under the First Charge on February 1, 2021 and March 1, 2021 were stopped by the Debtors. Copies of the return payment notifications from Addenda’s bank are attached, collectively, as **Exhibit A**.

4. On February 16, 2021, Addenda’s lawyer, David Preger, emailed Sean Campbell, a lawyer with the law firm Tyr LLP who acts for the Debtors, to enquire whether the next property tax instalment due on February 24, 2021 would be paid by the Debtors. A copy of Mr. Preger’s email is attached as **Exhibit B**. I am advised by Mr. Preger that he received no response to his email.

5. On February 18, 2021 Addenda obtained a tax certificate from the Municipality of Port Hope which indicated that the tax instalment due on February 24, 2021 was \$48,712.68 and that there was \$1,601.87 owing on account of water arrears. A copy of the tax certificate is attached as **Exhibit C**.

6. In order to avoid property taxes and interest on property taxes from accruing in priority to the First Charge, on February 24, 2021, Addenda paid the sum of \$50,314.55 to the municipality. A copy of the receipt evidencing payment is attached as **Exhibit D**.

**SWORN** before me by videoconference )  
at the City of Toronto, in the Province of )  
Ontario, this 5th day of March, 2021 )



A Commissioner for Taking Affidavits



**SAVVAS PALLARIS**

ADDENDA CAPITAL INC.  
Applicant

-and-  
Respondents

249 ONTARIO STREET HOLDINGS INC. et al.

Court File No. CV-21-00656098-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF SAVVAS PALLARIS**

**DICKINSON WRIGHT LLP**

Barristers & Solicitors  
199 Bay Street  
Suite 2200, Box 447  
Commerce Court Postal Station  
Toronto, ON M5L 1G4

**David P. Preger (36870L)**  
dpreger@dickinsonwright.com  
Tel: (416) 646-4606  
Fax: 1-844-670-6009

Lawyers for the Applicant

This is Exhibit "B" referred to in the Affidavit of Savvas Pallaris sworn by Savvas Pallaris at the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on March 21, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**DAVID P. PREGER**

**David P. Preger**

---

**From:** Cavanagh, Justice Peter (SCJ) <Peter.Cavanagh@scj-csj.ca>  
**Sent:** Tuesday, March 9, 2021 3:36 PM  
**To:** David P. Preger; Dylan E. Augruso  
**Cc:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List  
**Subject:** EXTERNAL: Addenda Capital Inc. v. 249 Ontario Street Holdings Inc., et al  
 CV-21-00656098-00CL

**Counsel:**

David Preger and Dylan Augruso for Addenda Capital Inc.  
 No one appearing for respondents

**Endorsement:**

The applicant, Addenda Capital Inc. ("Addenda"), brings this application for an order approving Deloitte Restructuring Inc. ("Deloitte") as interim receiver pursuant to subsection 47 (1) of the *Bankruptcy and Insolvency Act* ("BIA") over a medical office building municipally known as 249 Ontario St. in Port Hope, Ontario (the "Property").

Addenda has a first ranking mortgage over the Property. The respondent owners of the Property allowed significant tax and water arrears to accumulate on the Property, and Addenda has incurred \$307,498.88 in costs to keep the Property current and avoid a tax sale by the Municipality of Port Hope. The Respondents have permitted subsequent encumbrances to be registered against the Property without Addenda's consent and contrary to the terms of Addenda's charge, and have ceased making their monthly payments due under Addenda's mortgage.

On October 16, 2020, Addenda issued a Notice of Intention to Enforce Security pursuant to section 244 of the BIA, together with a demand on the debtors to cure the defaults arising from their failure to pay property taxes and water arrears and for permitting subsequent charges to be registered against the Property without Addenda's consent. There were negotiations towards a forbearance agreement but it was never signed. None of the defaults have been cured. Vacancies in the building continue unabated. Addenda is very concerned that vacancies have risen and will continue to rise.

The Respondents have not taken a position on this motion.

I am satisfied that an interim receiver is necessary for the protection of the debtor's estate and the interests of Addenda. Addenda's security provides for the appointment of a receiver upon default. The appointment of Deloitte as interim receiver is necessary to protect the interests of Addenda and subsequent secured creditors. Given that Deloitte's objective is to stabilize the operation of the Property as quickly as possible, I am satisfied that the debtors will suffer no prejudice as a result of the appointment of Deloitte as interim receiver. In the circumstances, it is just and convenient and necessary to appoint Deloitte as interim receiver over the Property.

Order to issue in form of attached order signed by me.

A come-back hearing is scheduled for April 7, 2021 at 2:00 p.m. for 1/2 hour.



Cavanagh J.



**David P. Preger**

---

**From:** Cavanagh, Justice Peter (SCJ) <Peter.Cavanagh@scj-csj.ca>  
**Sent:** Wednesday, April 7, 2021 2:54 PM  
**To:** Dylan E. Augruso; David P. Preger  
**Cc:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List  
**Subject:** EXTERNAL: Addenda Capital Inc. v. 249 Ontario Street Holdings Inc., et al  
CV-21-00656098-00CL  
**Attachments:** CV-21-00656098-00CL\_ Order-07-APR-2021.pdf

**Counsel:**

David Preger and Dylan Augruso for Interim Receiver

**Endorsement:**

I have reviewed the materials and I am satisfied that the motion by the Interim Receiver should be granted. Order to issue in form of attached order signed by me.



Cavanagh J.

This is Exhibit "C" referred to in the Affidavit of Savvas Pallaris sworn by Savvas Pallaris at the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on March 21, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**DAVID P. PREGER**

Properties

PIN

51078 – 0317 LT

Interest/Estate

Fee Simple

Description

LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE

Address

249 ONTARIO ST  
PORT HOPE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name

GT PORT HOPE HOLDING INC.

Address for Service

284 King Street East  
Suite 100  
Toronto, On M5A 1K4

I, Mike Brady, Senior Vice–President,Secretary & General Counsel, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Chargee(s)CapacityShare

Name

ADDENDA CAPITAL INC.

Address for Service

1920 College Avenue  
Regina, Saskatchewan S4P 1C4  
Loan No.0101093

Statements

Schedule: See Schedules

Provisions

Principal

\$6,000,000.00

Currency

CDN

Calculation Period

half–yearly not in advance

Balance Due Date

2019/05/01

Interest Rate

3.43%

Payments

\$29,734.96

Interest Adjustment Date

2013 05 01

Payment Date

1st day of each and every month

First Payment Date

2013 06 01

Last Payment Date

2019 05 01

Standard Charge Terms

200033

Insurance Amount

full insurable value

Guarantor

NORTHWEST HEALTHCARE PROPERTIES REAL ESTATE  
INVESTMENT TRUST

Additional Provisions

See Schedule of Additional Provisions Attached

Signed By

David Anthony Redmond

40 King Street West, Suite 2100  
Toronto  
M5H 3C2

acting for Chargor

Signed

2013 05 01

(s)

Tel416–869–5300

Fax416–360–8877

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

CASELS BROCK & BLACKWELL LLP

40 King Street West, Suite 2100  
Toronto  
M5H 3C2

2013 05 01

Tel            416-869-5300

Fax            416-360-8877

Fees/Taxes/Payment

Statutory Registration Fee

\$60.00

Total Paid

\$60.00

File Number

Chargee Client File Number :

35307-12 (DR/PLF)

## SCHEDULE "A"

### ADDITIONAL PROVISIONS

#### 1. STANDARD CHARGE TERMS

The terms contained in this schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail.

#### 2. DEFINITIONS

In this schedule, the following definitions apply:

- (a) **Applicable Laws** means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licences, authorizations, approvals and all applicable common law or equitable principles in force and effect during the currency of this Charge;
- (b) **Balance Due Date** means the first day of May, 2019;
- (c) **Chargor** shall mean GT Port Hope Holding Inc.;
- (d) **Chargee** shall mean Addenda Capital Inc.;
- (e) **Commitment Letter** means the commitment letter issued by the Chargee to the Chargor dated March 25, 2013 setting out the terms of the loan secured by this Charge, as it may be amended from time to time;
- (f) **Costs** shall include but not be limited to all of the fees, costs, charges, losses, damages and expenses incurred by the Chargee as a direct or indirect consequence of granting the loan secured by this Charge including, without limitation, all expenses incurred in the construction, preservation, maintenance, repair, insuring and realization of the security contained herein, and all legal costs incurred by the Chargee as between a solicitor and his own client;
- (g) **Covenantor** shall mean NorthWest Healthcare Properties Real Estate Investment Trust;
- (h) **Interest** means interest at the Interest Rate calculated monthly, not in advance and payable on the Principal Amount and such other amounts as provided in this Charge both before and after maturity, default, and judgment;
- (i) **Interest Adjustment Date** means the first day of May, 2013;
- (j) **Interest Rate** means 3.43 % per annum calculated semi-annually, not in advance, both before and after maturity, default and judgment;
- (k) **Monthly Payments** means the payments of principal and interest of \$29,734.96 made on the first day of each month;
- (l) **Principal or Principal Amount** means the principal amount of \$6,000,000.00 in lawful money of Canada as it may be increased or decreased prior to registration of a discharge of this Charge;
- (m) **Property or Charged Property** means the lands described in the Charge to which this Schedule is attached and all buildings, fixtures and improvements now or hereafter brought or erected thereon;

- (n) **Standard Charge Terms** means the set of Standard Charge Terms filed as No. 200033; and
- (o) **Receiver** means a receiver or receiver-manager of the Property.
- (p) **REIT** means Northwest Healthcare Properties Real Estate Investment Trust

### 3. CHARGE

Upon the request of the Chargee, the Chargor hereby gives this Charge and charges the Property as security for full payment to the Chargee of the Principal Amount, Interest and all other amounts payable hereunder and as security for the observance and performance of all of the obligations of the Chargor to the Chargee pursuant to this Charge or otherwise.

### 4. CANCELLATION OF ADVANCE

If all or a portion of the Principal Amount is advanced into the Chargee's solicitor's trust account as the result of verbal or written request or concurrence of the Chargor or their solicitor and are not subsequently disbursed for any reason, then the Chargor shall pay to the Chargee interest accrued on the amounts so advanced to the Chargee's solicitor at the rate provided in the Charge. If, pending disbursement of the advance, the Chargee's solicitors place the monies in an interest bearing deposit, any interest accruing from such deposit will be credited to the Chargor after payment has been made to the Chargee of the interest required by this paragraph.

### 5. MONTHLY PAYMENTS

Interest on the Principal Amount from time to time advanced prior to the Interest Adjustment Date, computed from the respective dates of such advances to the Interest Adjustment Date, shall, at the option of the Chargee, be deducted from the advances or paid by the Chargor at such time or times as the Chargee may require and such Interest may be so deducted or paid in advance; after the Interest Adjustment Date, Interest computed from the Interest Adjustment Date on the Principal Amount outstanding from time to time, shall become due and be paid in Monthly Payments as provided by the page 1 of this Charge and the balance, if any, of the Principal Amount and Interest shall become due and payable on the Balance Due Date. The Monthly Payments, when received, shall be applied firstly to outstanding Costs, secondly to outstanding Interest and the balance, if any, in reduction of the outstanding Principal Amount.

### 6. PREPAYMENT

The Chargor may prepay in whole Principal outstanding under the Charge provided that the Chargor shall pay to the Chargee, in addition to all other amounts owing hereunder, an amount called a "Yield Maintenance Fee", as described below.

#### YIELD MAINTENANCE FEE

If the Principal becomes payable as a result of a breach, default or acceleration, then in addition to the Principal, Interest and other moneys payable under the Charge, the Chargor shall pay to the Chargee, an amount (the "Prepayment Amount") equal to the greater of:

- (i) The amount by which the Canada Yield Price (as defined herein) exceeds the Principal and Interest then outstanding under the Charge; or
- (ii) Three months Interest on the Principal then outstanding under the Charge.

The obligation of the Chargor to pay the foregoing amount is in addition to and not in substitution for the obligation of the Chargor to pay all other amounts which become payable under the terms of the Charge after or as a result of the breach, default or acceleration.

"Canada Yield Price" means the present value (calculated applying a discount rate equal to the Government of Canada Yield (as defined herein) as determined by the Chargee as a date selected by the Chargee which in the event of the breach, default or acceleration, is not more than two (2) business days prior to the date on which the Charge becomes due and payable, of all payments of Principal and Interest which would have become due in accordance with the terms of the Charge but for the breach, default or acceleration (including any principal balance payable on the maturity date of the Charge.)

"Government of Canada Yield" means the effective yield to maturity expressed as a percentage per annum calculated half-yearly not in advance which is available as at the time of its determination to a purchaser of non-callable Government of Canada bonds payable in Canadian dollars selected by the Chargee and having a maturity date approximating the maturity date of the Charge.

The Chargor acknowledges that the Prepayment Amount is a genuine pre-estimate of the liquidated damages suffered by the Chargee as a result of the breach, default or acceleration having regard to the fact that the Chargee matches mortgage investments against obligations, that the Chargee is not able to immediately re-invest funds received in mortgages and that the re-investment of funds in mortgages involves significant costs.

## 7. PAYMENTS BY CHARGEЕ

The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the Property and all costs, charges, legal fees (as between solicitor and his own client) and expenses as deemed necessary by the Chargee to preserve the Property and/or to realize upon the Chargee's security and all such payments shall be deemed Costs hereunder.

## 8. COSTS

Costs shall be forthwith due and payable by the Chargor to the Chargee and shall bear interest until fully paid.

## 9. INSURANCE PROVISIONS

In addition to the insurance provided for under the Standard Charge Terms, the Chargor, in accordance with the provisions of this paragraph, shall maintain:

### A GENERAL CONDITIONS:

- (i) All insurance policies shall be in form and with insurers reasonably acceptable to Addenda Capital Inc. Deductible, where used, will be allowed only as they may be reasonably acceptable to Addenda Capital Inc.
- (ii) The Chargor will provide Addenda Capital Inc. with satisfactory evidence that the required insurances are in place.
- (iii) All losses will be payable to Addenda Capital Inc. as First Chargee and the policies will include an Insurance Bureau of Canada Standard Mortgage Clause.
- (iv) If there is currently prior mortgages on the Property which are to be paid out pursuant to the Commitment Letter, then Addenda Capital Inc. will show as Chargee and Loss Payee as their interest may appear, until the insurer has received release of interest from the prior lender at which time the policies will be endorsed to show Addenda Capital Inc. as First Chargee and Loss Payee.
- (v) The Chargor shall be an Additional Insured on all policies.

- (vi) The policy shall contain a clause that the insurer will neither terminate nor alter the policy to the prejudice of Addenda Capital Inc. except by registered letter to Addenda Capital Inc. giving notification of at least thirty (30) days. The Chargor will replace any terminated policy providing similar coverage with no cessation in coverage.

Such notice clause shall not be modified by such phrases as "endeavour to" or "but failure to provide such notice shall impose no obligation or any liability of any kind upon the company".

- (vii) All coverage shown are the minimum requirements and are not intended as a recommendation or advisement of what may constitute full and proper coverage for the Chargor.

#### B - PROPERTY INSURANCE:

The Chargor will insure and keep insured the improvements and all insurable property forming part of the Property, in an amount not less than the Replacement Cost thereof.

- (i) On an All Risk basis, including:
  - a. Earthquake,
  - b. Sewer Backup,
  - c. Blanket Building By-laws,
  - d. Flood.
- (ii) Subject to the Stated Amount Co-insurance Clause or such similar condition and shall in this regard file all documentation necessary as required under this clause.
- (iii) Coverage is to be subject to a Replacement Cost Endorsement with no requirement to replace on the same or an adjacent site. (Replacement cost to be determined by an appraiser or the insurance agent.)

#### C - EQUIPMENT BREAKDOWN INSURANCE (BOILER AND MACHINERY):

The Chargor or Tenant will also maintain Equipment Breakdown Insurance to cover all building equipment and machinery (and production machinery, if applicable) for explosion, electrical loss or damage and mechanical breakdown.

#### D - BUSINESS INTERRUPTION INSURANCE:

The Chargor will effect and maintain Business Interruption Insurance on one of the forms known as Gross Rents or Profits (whichever shall be applicable), or their equivalent, for loss resulting from those perils covered by the insurance described above in Sections (A) and (B). The period of indemnity will not be less than twelve months. The coverage will provide for not less than 100% of such loss of profits or gross rents.

#### E - LIABILITY INSURANCE:

The Chargor will effect and maintain Public Liability Insurance in an amount of not less than \$5,000,000.00, on either a Comprehensive General Liability or Commercial General Liability form. Chargee is to be named as "Additional Insured".

If the project is a Condominium, from and after registration of the Strata Plan, all insurance policies are to be in an acceptable condominium form and are to cover improvements and Betterments of a permanent nature made to the units by the unit owner, including fixed wall-to-wall carpeting. Such insurance shall comply in respects with the requirements of the condominium by-laws to be approved by Addenda Capital Inc.



All insurance policies must be forwarded to our insurance consultants, for their review and comments upon acceptance of this commitment.

The Chargee's insurance consultants will review the insurance policies. Such cost shall be for the account of the Borrower and will therefore be deducted from the initial advance of funds under this loan.

## 10. ENVIRONMENTAL MATTERS

- (a) The Chargor warrants and represents to the Chargee that the subject Property and its existing prior uses comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environment matters applicable to the ownership, use, maintenance, and operation of the Property (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:
  - i. the Property has never been used as a land fill site or to store hazardous substances wither above or below ground, in storage tanks or otherwise;
  - ii. all hazardous substances used in connection with the business conducted at the Property have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
  - iii. no hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Property as a result of the conduct of business on the Property; and
  - iv. no notices of any violation of any matters referred to above relating to the Property or its use have been received by the Chargor and there are no directions, writs, injunctions, orders or judgements outstanding, no law suits, claims, proceedings, or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property nor is there any basis for such law suits, claims, proceedings, or investigations being instituted or filed.
- (b) For the purposes of this Charge, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to the Environmental Protection Act or any applicable Environmental Law. It shall be an event of default under the Charge if the foregoing representation and warranty shall be false or misleading at the time given.
- (c) The Chargor further acknowledges and agrees to:
  - i. Provide the Chargee with copies of all communication received from environmental agencies with respect to the Property, whether written or verbal;
  - ii. Provide the Chargee with copies of all communications received by any person relating to an environmental claim, whether written or verbal;
  - iii. It shall become an event of default if at any time the Property is designated as a contaminated site or non-compliance with an environmental requirement (such as remediation order);
  - iv. The Chargor shall provide an Environmental Indemnity to the benefit of the Chargee. Said Indemnity shall survive the repayment and discharge of the Charge. A separate Environmental Indemnity Agreement may be required at the Chargee's option; and

- v. The Chargee shall have the right, before and after default, to enter the Property at any time or carry out any environmental investigations which are deemed necessary, beyond a Phase I investigation, which involves more intrusive tests such as boreholes for soil and water samples. The cost of any such further investigation shall be payable by the Chargor and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee to be in possession, management or control of the said lands and buildings.

## 11. PROPERTY MANAGEMENT

The Chargor shall maintain at all times professional property management for the Property acceptable to the Chargee. Any change in the property management of the Property shall require the prior written approval of the Chargee, both as to manager and the terms and conditions of the management agreement. The Chargee acknowledges that the current property management is an acceptable manager as at the date of this Charge.

## 12. SURVIVAL OF COMMITMENT LETTER

Neither the execution and delivery of this Charge or any security documents which are contemplated by the Commitment Letter nor the advance of any portion of the Principal Amount shall, in any way, merge or extinguish the Commitment Letter or the terms and conditions contained in the Commitment Letter. The Commitment Letter and all of its provisions shall continue in full force and effect until the Principal Amount has been repaid in full; provided that in case of any inconsistency or conflict between any provision or provisions of the Commitment Letter or any provision or provisions of the Charge or any other security documents granted pursuant to the Commitment Letter, the Commitment Letter shall prevail.

## 13. MAJOR ALTERATIONS

Subject to Section 34(d) of this Schedule, any major changes, additions and/or alterations contemplated to the Property, including major changes in use of the Property, must receive the Chargee's written consent, such consent not be unreasonably withheld, prior to the commencement of the changes, additions and/or alterations. If the Chargor changes and/or alters the Property without the prior written consent of the Chargee being obtained, then the Chargee may, at its sole option, declare forthwith due and payable the entire balance of the unpaid Principal together with the accrued interest due thereon. The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee under this Section together with reasonable information as the Chargee may require to determine whether or not to grant its consent thereto in all cases, except as outlined in Section 34(d).

## 14. EVENTS OF DEFAULT

The Chargor shall be in default under this Charge if any one or more of the following events of default (an "Event of Default") occurs at any time or times prior to registration of a complete discharge of this Charge:

- (a) the Chargor defaults in respect of the payment or any payment required under this Charge;
- (b) the Chargor defaults under any one or more of the covenants, conditions, terms, agreements, provisions and obligations contained in this Charge to be kept, observed and performed by the Chargor and fails to remedy such default within 15 days of written notice thereof;
- (c) the Chargor becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor or the Chargor makes a general assignment for the benefit of creditors or goes into liquidation either voluntarily or under an order of the court of competent jurisdiction or otherwise acknowledges his insolvency;

- (d) there is shown to be any discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Chargor with respect to the Property or the Chargor's financial condition and if such discrepancies or inaccuracies are material in the opinion of the Chargee, acting reasonably;
- (e) the Chargor defaults under any one or more covenants, conditions, terms, agreements, provisions and obligations contained in any document submitted to the Chargee by or on behalf of the Chargor in connection with this Charge and fails to remedy such default within 15 days of written notice thereof;
- (f) any or all of the shares issued and outstanding in the capital stock of the Chargor are directly or indirectly transferred, pledged, encumbered, hypothecated or dealt with in any manner whatsoever such that the Chargee determines, in its sole and unfettered discretion, that there is a change in control of the Chargor;
- (g) there is litigation or any other proceeding, application, claim or action pending or threatened before any court, administrative board, or other tribunal which, if determined adversely to the Chargor or, in the opinion of the Chargee, acting reasonably, would materially affect the Property, the financial condition of the Chargor or the value of the Property;
- (h) there is rendered against the Chargor a final judgment, order or decree for the payment of money which remains unpaid for 30 days and which, in the sole opinion of the Chargee, will materially affect the Property, the financial condition of the Chargor or the value of the Property; and
- (i) the Chargor is in contravention of the *Residential Tenancies Act (Ontario)* or any predecessor and/or successor legislation thereto which contravention materially affects the value of the Property.
- (j) if the Property is abandoned for a period exceeding fifteen consecutive days, the Chargee shall be entitled (after giving the Chargor ten days written notice of abandonment and if the Chargor fails to rectify the abandonment within fifteen days after the notice has been given) to immediately cancel its obligation, decline to advance further funds and declare monies already advanced to be due and payable plus interest, all at the Chargee's option.
- (k) failure to comply at all times with the terms and conditions of the Commitment and all such other reasonable requirements of the Chargee.
- (l) failure of the Chargor to perform and do all such things that are necessary to reasonably maintain the Property.
- (m) the creation of any encumbrance ranking or purportedly ranking ahead of or pari passu with the Charge to be held by the Chargee except as contemplated by the Commitment.
- (n) any material deterioration in the opinion of the Chargee in the financial condition of either the Chargor, or in the value of the Property which would materially impair the Chargor or Covenantors' ability to repay the Charge.
- (o) failure to make any Principal and/or Interest payments as required.
- (p) failure to pay property taxes as required.

If any of the foregoing Events of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the Principal Amount and Interest shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default is waived by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same Event of Default.

**UNREMEDIED DEFAULTS**

In the event of a default or unremedied default beyond any reasonable or applicable cure period, if any, the Chargee may:

- (a) Demand payment of the subject loan and/or commence foreclosure proceedings.
- (b) Appoint a Receiver, attorn rents, take possession of the asset charged and pursue all or any remedies under the law.
- (c) Cease further funding under the Commitment and/or cancel the Commitment, as the case may be.

**15. DUE ON SALE OR CHANGE OF CONTROL**

Subject to Section 34(b) of this Schedule, any change of ownership (beneficial or otherwise) or control of the Chargor, or any change of ownership (beneficial or otherwise), control, transfer or sale of the Property, or part thereof, or that of any person or entities providing covenants to this Charge, any change in the effective voting control of the Chargor, or the Chargor amalgamates or mergers without the Chargee's prior written consent which consent shall not be unreasonably withheld, shall at the discretion of the Chargee, constitute a default under this loan and the loan shall become immediately due and payable. The Chargee may require as one of the terms for giving consent that the purchaser shall execute an Assumption Agreement in the Chargee's favour.

The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee together with such reasonable information as the Chargee may require to determine whether or not to grant its consent thereto.

**16. SUBSEQUENT ENCUMBRANCES**

Subject to Section 34(b), the Chargor shall not, without the Chargee's prior written consent, which may be withheld in its sole discretion, further charge or otherwise encumber the Property or any interest therein.

**17. RIGHT TO DISTRAIN**

The Chargee may distrain for arrears of any portion of the Principal Amount, Interest or any other amounts due and unpaid hereunder. The Chargor waives all rights to claim exemption and confirms that there is no limit in the amount for which the Chargee may distrain.

**18. CHARGE NOT A CHARGE IN POSSESSION**

It is agreed that the Chargee, in exercising any of its rights under this Charge, shall be deemed not to be a chargee in possession or a chargee in possession of the Property.

**19. SPECIFIC ASSIGNMENT OF LEASES**

As further security for this Charge, the Chargor covenants and agrees to grant to the Chargee upon thirty (30) days prior written notice from the Chargee to the Chargor, a specific assignment of any lease or leases of part or all of the Property comprising the security of this Charge.

**20. ADDITIONAL SECURITY**

In the event that the Chargee, in addition to the Property, holds or shall hold, in the future, further security on account of the Principal Amount, it is agreed that no single or partial exercise of any of the Chargee's powers under this Charge or any of such further security (this Charge and any such further security are hereinafter together referred to

as the 'Security'), shall preclude other and further exercise of any other right, power or remedy pursuant to the Security. The Chargee shall at all times have the right to proceed against all, any or any portion of the Security in such order and in such a manner as the Chargee shall, in the Chargee's sole and unfettered discretion, deem fit without waiving any rights which the Chargee might have with respect to the Security and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining Security.

## 21. FINANCIAL STATEMENTS

- (a) Subject to Section 34(h), until the repayment of the charge, the Chargor shall provide the Chargee within 120 days after the end of each fiscal year for the Chargor or more often if required by the Chargee, a detailed audited financial statement of the Chargor, Beneficial Owner/Covenantor including a separate income and expense statement for the Property, an operating statement and an updated rent roll containing relevant lease terms for the Property, all satisfactory to the Chargee in form and content.
- (b) Subject to Section 34(h), the Chargor shall further cause the Covenantor to provide, in the case of corporate Covenantor, an audited financial statement with 120 after the end of each fiscal year of each corporate Covenantor, or more often if required by the Chargee and, in the case of an individual Covenantor, a personal net worth statement within 120 days after the end of each calendar year (or more often if requested by the Chargee), such statements to be in form and content satisfactory to the Chargee. If the Chargor does not provide information as noted and one reminder letter is required, an administration fee will be due and owing.
- (b) Subject to Section 34(h), the Chargor authorizes, and shall, if required by the Chargee, cause the Borrower, Beneficial Owner/Covenantor to authorize the Chargee to obtain such financial information as the Chargee may require. If the Chargor does not provide information as noted and one reminder letter is required, an administration fee will be due and owing.

## 22. SALE BY CHARGOR

No sale or other dealing by the Chargor with the Property or any part thereof shall in any way change or affect the liability of the Chargor hereunder, or in any way alter the rights of the Chargee as against the Property, the Chargor or any other person or persons liable for payment of the Principal Amount, Interest and Costs.

## 23. PAYMENTS

Any payment made by the Chargor to the Chargee which is received by the Chargee on a non-business day of the Chargee or after 3:00 p.m. on any business day of the Chargee shall be deemed to have been received by the Chargee on the next business day of the Chargee.

## 24. TAXES

The Chargor covenants that, in addition to the monthly payments of Principal and Interest payable pursuant to this Charge, the Chargor shall also provide to the Chargee, on the 1<sup>st</sup> day of each month, an amount stipulated by the Chargee sufficient to provide a fund to pay, in full, the annual taxes at the time that the first installments for regular tax bills for such taxes become due and payable. Until there is a default hereunder or under the Commitment Letter, the Chargee shall from time to time make payments to the taxing authority when taxes are due. Where the Chargee has made tax payments in excess of those collected, such excess amounts shall be payable on demand and shall be secured by the Charge and bear interest at the interest rate under the Charge from the date of demand. After default the Chargee may, at its sole option, pay taxes with respect to the Property and such payments will be added to the principal balance of the Charge. The Chargee reserves the right to adjust, from time to time, the estimated monthly tax amount payable, based on taxes actually levied against the Property.

## 25. RECEIVER

Notwithstanding anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of these presents, the Chargee may, at such time and from time to time and with or without entry into possession of the Property, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Property, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Property as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to:
  - (i) collect the rents and profits from tenancies whether created before or after these presents;
  - (ii) rent any portion of the Property which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease;
  - (iii) complete the construction of any building or buildings or other erections or improvements on the Property left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description;
  - (iv) manage, operate, repair, alter or extend the Property or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Property.

- (b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.
- (c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Property.
- (d) Every such receiver shall be deemed the agent or attorney of the Chargor and, in any event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions except if as a result of gross negligence or wilful misconduct.
- (e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the Property.
- (f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the Property, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

- (i) his remuneration aforesaid;
- (ii) all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;
- (iii) interest, principal and other money which may, from time to time, be or become charged upon the Property in priority to these presents, including taxes;
- (iv) to the Chargee all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;
- (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Property and shall bear interest from the date of demand at the same rate as applies to the principal hereby secured.

- (g) Save as to claims for accounting under clauses (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud or gross negligence.
- (h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.
- (i) The statutory declaration of an officer of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.
- (j) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

## 26. NOTICE

Any notice shall be considered given if served personally, or if mailed by prepaid registered post or couriered, addressed to the Chargee at the address shown on the face of this Charge, and in the case of the Chargor, at the address indicated on the face of this Charge and every such notice shall be deemed to have been given upon the day it was personally served, or if mailed/couriered, upon the second business date after it was mailed/couriered. Either party may designate in writing a substitute address for that set forth above, and thereafter notice shall be directed to such substituted address. In the event of a postal strike, or in the event of interruption of mail service, then all notices must be delivered to the address set out, or other address as may have been designated.

## 27. CHARGOR'S REPRESENTATIONS

If at any time before the advance of funds there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made to the Chargee by the Chargor or on the Chargor's behalf, concerning the Property or the Chargor's or the Covenantor's financial conditions and responsibility, then the Chargee shall, if the material discrepancy or inaccuracy cannot be rectified or nullified by the Chargor within thirty days of written notification from the Chargee, be entitled to immediately withdraw and cancel the Chargee's obligations or decline to



advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be immediately due and payable.

## 28. UNDERLYING CONDITIONS

During the term of this Charge, the Chargor shall,

- (a) Allow the Chargee and its' agents reasonable access to the Property held as security at all times subject to the rights of the tenant.
- (b) Provide the Chargee with the right but not the obligation to pay any liens, claims or expenses associated with the Property that the Chargee feels are necessary to preserve its interest in the Property and to provide the Chargee with the right to consider all such payments as a debt of the Chargor.
- (c) Perform all necessary acts to maintain the Property in a satisfactory manner.
- (d) Ensure that the Property held as security is not further encumbered without the prior written consent of the Chargee.
- (e) Authorize and consent to such credit investigations as the Chargee feels is necessary.

## 29. MATERIAL CHANGE

It is a condition for disbursement of funds that in the Chargee's opinion the financial position of the Chargor and/or the Covenantor, and the Property given as security, and the Chargor's representations and warranties, shall not have suffered any adverse change; nor shall there be any action, suites, or pending proceedings of which the Chargor has knowledge; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the Charged Property or the financial position of the Covenantor.

## 30. LEASES

Intentionally deleted. See Section 34(c) of this Schedule.

## 31. WAIVER

The Chargee's failure to insist upon strict performance of any obligation or covenant of the Commitment Letter by the Chargor or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and the Chargee shall have the right to insist upon strict performance by the Chargor of any and all of the terms of the Commitment Letter and the mortgage documentation.

## 32. CHARGE REGISTRATION

Neither preparation nor registration of any of the documents contemplated shall bind the Chargee to advance funds until all conditions of the Commitment Letter have been satisfied by the Chargor.

## 33. COVENANT

In consideration of the making by the Chargee to the Chargor of the loan hereby secured, the Covenantor hereby covenants subject to Section 34(a):

- (a) to be jointly and severally liable with the Chargor and as between the Covenantor as principal debtor, and not as surety, for the due payment of all amounts owing under this Charge (the "Indebtedness") at the times and in the manner herein provided; and it is the express intention of the parties hereto that the Covenantor is and shall be liable to the Chargee in the same manner and to the same extent as if the Covenantor had executed this Charge as Chargor;



- (b) that if the Indebtedness is not recoverable under paragraph (a) for any reason whatsoever, the Covenantor unconditionally guarantees the full performance and discharge of all of the obligations to be fulfilled by the Chargor pursuant to the provisions of this Charge at the times and in the manner provided in this Charge;
- (c) that if the Indebtedness is not recoverable under paragraphs (a) and (b) for any reason whatsoever, the Covenantor agrees to indemnify and save harmless the Chargee against and from all losses, damages, costs, charges and expenses which the Chargee may sustain, incur, or be or become liable for by reason of:
  - (i) the failure, for any reason whatsoever, of the Chargor to pay the Indebtedness, or
  - (ii) the Chargor's failure, for any reason whatsoever, to do and perform any other act, matter or thing, required to be done or performed pursuant to this Charge, or
  - (iii) the Chargor's failure to refrain from any act, matter or thing required not to be done or performed by it pursuant to this Charge, or
  - (iv) any act, action or proceeding of or by the Chargee for or in connection with the recovery of the Indebtedness or the obtaining of performance by the Chargor or the Covenantor of any other act, matter or thing pursuant to this Charge or restraining the Chargor from any act, matter or thing required not to be done or performed pursuant to this Charge;
- (d) that the Chargee may at any time and from time to time and without notice to the Covenantor, or obtaining any consent of the Covenantor, make any compromise, settlement, extension, renewal or variation in the terms of this Charge, including any variation or increase of the interest rate or any renewal or extension of this Charge between the Chargor or any successor and the Chargee, or take surrender of this Charge or any collateral security or a part thereof, and that no such thing done by the Chargee, nor any carelessness or neglect by the Chargee in asserting its rights, nor the Chargee's loss of any right by operation of law, nor the loss or destruction of any security, nor the lack of validity or enforceability of this Charge or any collateral security or any portion thereof shall in any way release or diminish the liability of the Covenantor under this Charge as long as any Indebtedness remains unpaid or the Chargee has not been reimbursed for all such losses, damages, costs, charges and expenses as aforesaid;
- (e) that the Chargee shall not be obliged to proceed against the Chargor or to enforce or exhaust any security before proceeding to enforce the obligations of the Covenantor and that enforcement of such obligations may take place before, after or contemporaneously with the enforcement of any debt or obligation of the Chargor or the enforcement of any security for any such debt or obligation;
- (f) that nothing but payment and satisfaction in full of the Indebtedness and the due performance and observation of all covenants, agreements and provisos in this Charge and any other security to be given to the Chargee shall release the Covenantor of this Covenant;
- (g) that provided that no incremental costs result to the Chargor or Covenantor, this covenant shall be assignable by the Chargee and that assignment of this Charge shall constitute assignment of this covenant and that this covenant shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the assignment and/or reassignment of this Charge at any time;
- (h) to hereby waive all notices of default, non-performance, non-payment and non-observance on the part of the Chargor of the terms, covenants and provisos contained in this Charge;

- (i) that this Charge would not have been entered into by the Chargee without this covenant;
- (j) that the liability of the Covenantor under this covenant shall not be impaired or discharged by reason of the Chargee taking further or other security for payment of the Indebtedness or by any transfer of the Property or any approval thereof by the Chargee or any assumption of this Charge by any transferee of the Property, or by the Chargee at any time releasing any security or partial security hereunder, or by any extension or renewal of the term of this Charge, or the release or partial release of any covenantor or guarantor of this Charge whether by the Chargee or by operation of law, or by any other act or thing whereby, as guarantor, the Covenantor would or might be released in whole or in part;
- (k) that any payment by the Covenantor of any monies under this covenant shall not in any event be taken to affect the liability of the Chargor for payment thereof, but such liability shall remain unimpaired and enforceable by the Covenantor against the Chargor and the Covenantor shall, to the extent of any such payments made by it, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Covenantor, provided, nevertheless, that the Covenantor shall not be entitled in any event to rank for payment against the Property or any collateral security in competition with the Chargee and shall not, unless and until the whole of the Indebtedness has been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee; and
- (l) to hereby waive any right of set-off the Covenantor may have in respect of any payment to be made under this covenant.

#### 34. SPECIAL PROVISIONS

##### (a) REIT/LP Limitation:

Notwithstanding anything to the contrary in this Charge, the obligations of the Chargor and Covenantor shall not be personally binding upon:

- (i) any trustee, officer, employee or agent of the Covenantor or any other real estate investment trust which is or becomes the direct or indirect owner of the Property (the "REIT"),
- (ii) any registered or beneficial holder of the REIT units, or limited partnership units of subsidiaries of the REIT, (a "Unitholder") or
- (iii) any annuitant under a plan of which a Unitholder acts as a trustee or carrier; and resort shall not be had to, nor shall recourse or satisfaction be sought from any of the foregoing or the private property of any of the foregoing; provided that the foregoing shall not in any way limit the liability of the Covenantor named in the Commitment or any of the security delivered in furtherance hereto;

Prior to an event of default, there shall be no restrictions upon distributions in the ordinary course of business by the Chargor to the REIT or any of the REIT's subsidiaries, and then by the REIT to its Unitholders in accordance with and subject to the REIT's declaration of trust filed with Canadian securities regulators, as same may be amended, restated or superceded from time to time.

Without limiting the Chargor's reporting requirements specific to the Property, the time of any required general financial reporting will be subject to applicable securities laws, regulations and rules, including those of the Toronto Stock Exchange and the provincial Securities Commissions.

Any change in control of the Chargor and/or the REIT which occurs as a result of trading on a recognized stock exchange shall not require the Chargee's consent or payment of an assumption fee.

##### (b) Transfer to Affiliate:

The Chargee's consent shall not be required in respect of the transfer of title to the Property and assumption of the loan by an affiliate of the Chargor, subject however to execution of the documents required by the Chargee in respect of the assumption of the loan by the transferee, and provided same shall not release the REIT.

**(C) Leasing:**

The Chargor may, without the Chargee's consent, from time to time (i) agree to amend the existing leases so long as such amendments are commercially reasonable, and do not release such tenants or reduce such tenant's rental obligations under the lease except in the ordinary course of its business acting as would a prudent landlord, and (ii) agree to lease premises in the Property, acting as a prudent landlord, to replacement tenant(s) at fair market terms.

**(d) Alterations:**

The Chargor may, without the Chargee's consent, make in a good and workmanlike manner (i) such alterations or additions required to be made pursuant to the existing leases or new lease(s) which are entered into in accordance with the security documents (ii) such alterations or additions the aggregate cost of which during a calendar year does not exceed \$500,000; and (iii) alterations or additions contemplated in or required to be made by the Commitment or the security documents.

**(e) Non Disturbance Agreement:**

Provided an Event of Default has not occurred and is continuing, in the event that the Chargor, on behalf of a tenant under a lease, makes written request of the Chargee for a non-disturbance agreement in regard to such lease and the Chargee receiving such reasonable information concerning the tenant, the lease and the premises as the Chargee requires in regard to such request, the Chargee shall respond promptly to such request and will consider reasonable changes requested by the tenant to the Chargee's standard form non-disturbance agreement.

**(f) Notice:**

Any failure to comply with a term or condition of the Commitment or the security documents to be granted in relation hereto shall not constitute an event of default if the Chargor remedies same with the applicable period (three business days following written notice to the Chargor for monetary default and fifteen days (or such other period specified in the security) following written notice to the Chargor for curable non-monetary defaults).

**(g) Conflict:**

In the event of conflict or inconsistency between the provisions of this Charge and the Commitment, the provisions of the Commitment shall prevail. In the event of a conflict or inconsistency between the provisions of the Commitment and the security document, the provisions of the Commitment shall prevail.

**(h) Reporting:**

The Covenantor will deliver annually within 120 days of year-end annual audited consolidated financial statements from the REIT. Without limitation to the properly level report requirements, so long as the Chargor is a subsidiary of the REIT, no separate financial statements for the Chargor will be required.

Where there is any conflict between the provisions contained in this Section 34 or any other provision of this Schedule, the provisions of Section 34 shall prevail.

**35. CONSENT TO DISCLOSURE**

In the event the Chargee sells the loan secured by the Charge (the "Loan") or securitizes it into the secondary market, the Chargor and each Covenantor consent to the release by the Chargee of all information and materials in the Chargee's possession

concerning the Chargor, each Covenantor and/or the Property to such party or parties (including the public in any offering memorandum) as may be necessary or desirable to facilitate such sale or securitization. In addition, the Chargor and each Covenantor agree that the Chargee may share any information concerning the Chargor or any Covenantor, as the case may be, with (a) any proposed assignee of this Commitment or the Loan, (b) the Chargee's duly authorized agents or representatives who are engaged in the processing or servicing of the Loan.

### **36. CRIMINAL RATE OF INTEREST**

Notwithstanding the provisions of this Charge or in any agreement, instrument or other document held by the Chargee in connection with the Charge, in no event shall aggregate "Interest" (as that term is defined in Section 347 of the Criminal Code (Canada)) exceed the effective annual rate of interest on the "credit advanced" (as defined therein) lawfully permitted under the Section. The effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices over the term of the Charge, and in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries selected by the Chargee shall be conclusive for the purposes of such determination.

### **37. VALIDITY OF PROVISIONS**

If any provision of this Charge is held to any extent invalid or unenforceable, the remainder of this Charge shall not be affected and shall remain valid and enforceable.

### **38. TIME OF THE ESSENCE**

Time shall be of the essence in all matters relating to this Charge.

### **39. INTERPRETATION AND HEADINGS**

Wherever in this Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this Charge and have been inserted for convenience of reference only.

This is Exhibit "D" referred to in the Affidavit of Savvas Pallaris sworn by Savvas Pallaris at the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on March 21, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**DAVID P. PREGER**

LAND  
REGISTRY  
OFFICE #39

51078-0317 (LT)

PAGE 1 OF 2  
PREPARED FOR HUGOHE01  
ON 2025/02/21 AT 18:00:35

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

PROPERTY DESCRIPTION: LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN PH42680. PLANNING ACT CONSENT AS IN PH57557.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2006/01/23

OWNERS' NAMES  
249 ONTARIO STREET HOLDINGS INC.

CAPACITY SHARE

| REG. NUM.   | DATE       | INSTRUMENT TYPE   | AMOUNT | PARTIES FROM | PARTIES TO                   | CERT/<br>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: 2006/01/23 **  |            |                   |        |              |                              |               |
| PH16793   | 1966/07/06 | BYLAW             |        |              |                              | C             |
| REMARKS: SKETCH ATTACHED.   |            |                   |        |              |                              |               |
| 9R408   | 1974/06/26 | PLAN REFERENCE    |        |              |                              | C             |
| 9R1485  | 1983/10/21 | PLAN REFERENCE    |        |              |                              | C             |
| PH75108   | 1984/08/20 | TRANSFER EASEMENT |        |              | BELL CANADA                  | C             |
| PH104232  | 1990/07/11 | AGREEMENT         |        |              | THE TOWN OF PORT HOPE        | C             |
| REMARKS: SITE PLAN  |            |                   |        |              |                              |               |
| 9R2679  | 1990/12/04 | PLAN REFERENCE    |        |              |                              | C             |
| PH108662  | 1991/09/05 | AGREEMENT         |        |              | TOWN OF PORT HOPE            | C             |
| REMARKS: PH104232   |            |                   |        |              |                              |               |
| PH109839  | 1992/01/02 | NOTICE OF LEASE   |        |              | PARK-MED INVESTMENTS LIMITED | 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.

| REG. NUM.                         | DATE       | INSTRUMENT TYPE   | AMOUNT      | PARTIES FROM                      | PARTIES TO                       | CERT/<br>CHKD |
|-----------------------------------|------------|-------------------|-------------|-----------------------------------|----------------------------------|---------------|
| NC200626                          | 1992/04/08 | NOTICE OF LEASE   | \$6,000,000 | GT PORT HOPE HOLDING INC.         | PORT HOPE PHARMACY LIMITED       | C             |
| REMARKS: PH105414, PH105415       |            |                   |             |                                   |                                  |               |
| NC200627                          | 1992/04/08 | NOTICE OF LEASE   |             |                                   | COLLIGAN MANAGEMENT LTD.         | C             |
| NC200746                          | 1996/04/13 | NOTICE OF LEASE   |             |                                   | PARK MED LABORATORIES LTD.       | C             |
| ND89145                           | 2013/05/01 | CHARGE            |             |                                   | ADDENDA CAPITAL INC.             | C             |
| ND89146                           | 2013/05/01 | NO ASSGN RENT GEN |             |                                   | ADDENDA CAPITAL INC.             | C             |
| REMARKS: ND89145                  |            |                   |             |                                   |                                  |               |
| ND128688                          | 2016/01/26 | TRANSFER          |             |                                   | 249 ONTARIO STREET HOLDINGS INC. | C             |
| REMARKS: PLANNING ACT STATEMENTS. |            |                   |             |                                   |                                  |               |
| ND149103                          | 2017/05/09 | CHARGE            |             |                                   | GROSS CAPITAL INC.               | C             |
| ND184437                          | 2019/07/19 | CHARGE            | \$6,250,000 | 249 ONTARIO STREET HOLDINGS INC.  | 1592106 ONTARIO INC.             | C             |
| ND184438                          | 2019/07/19 | NO ASSGN RENT GEN |             |                                   | 1592106 ONTARIO INC.             | C             |
| REMARKS: ND184437                 |            |                   |             |                                   |                                  |               |
| ND184453                          | 2019/07/19 | POSTPONEMENT      |             |                                   | 1592106 ONTARIO INC.             | C             |
| REMARKS: ND149103 TO ND184437     |            |                   |             |                                   |                                  |               |
| ND186449                          | 2019/08/28 | NOTICE            |             |                                   | 1592106 ONTARIO INC.             | C             |
| REMARKS: ND184437                 |            |                   |             |                                   |                                  |               |
| ND186450                          | 2019/08/28 | POSTPONEMENT      |             |                                   | 1592106 ONTARIO INC.             | C             |
| REMARKS: ND149103 ND186449        |            |                   |             |                                   |                                  |               |
| ND198518                          | 2020/06/09 | NO CHNG ADDR INST |             |                                   |                                  | C             |
| REMARKS: ND89145,ND89146          |            |                   |             |                                   |                                  |               |
| ND212206                          | 2021/03/17 | APL COURT ORDER   |             | ONTARIO SUPERIOR COURT OF JUSTICE | DELOITTE RESTRUCTURING INC.      | 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.

This is Exhibit "E" referred to in the Affidavit of Savvas Pallaris sworn by Savvas Pallaris at the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on March 21, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**DAVID P. PREGER**





## MORTGAGE INFORMATION STATEMENT

**LOAN NUMBER:** 0101093  
**MORTGAGOR:** 249 ONTARIO STREET HOLDINGS INC  
**PROPERTY ADDRESS:** 249 ONTARIO STREET PORT HOPE, ON L1A 3Y9  
**INTEREST RATE:** 4.0000%  
**MATURITY DATE:** Jun 01 2024  
**STATEMENT REQUEST DATE:** Mar 07 2025  
**PAYOFF EFFECTIVE DATE:** Mar 07 2025

|  |                       |
|--|-----------------------|
| Principal Balance (after the Jan 1, 2021 instalment due) | \$5,868,610.06        |
| Accrued Interest from Jan 1, 2021 to Mar 7, 2025         | 898,349.28            |
| Late Interest  | 0.00                  |
| Prepayment Penalty                                       | 0.00                  |
| Sundry Due   | 31,446.66             |
| Escrow Balance   | 0.00                  |
| Administration Fee                                       | 5,700.00              |
| <b>TOTAL AMOUNT REQUIRED</b>                             | <b>\$6,804,105.98</b> |
|  |                       |
| Per Diem Interest thereafter:                            | \$625.84              |

This Statement is for Information purposes only. If your intention is to repay the above noted mortgage loan, please contact our office to discuss further.

This statement is subject to the correction of any errors or omissions. Please direct any questions or concerns to [mortgages.info@addendacapital.com](mailto:mortgages.info@addendacapital.com) at 306-994-6565.

# TAB 4

Revised: May 11, 2010

Court File No. CV-21-00656098-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

|                             |   |                               |
|-----------------------------|---|-------------------------------|
| <del>THE HONOURABLE</del> — | } | <del>WEEKDAY, THE #</del>     |
|                             | } |                               |
| <del>JUSTICE</del> —        | } | <del>DAY OF MONTH, 20YR</del> |

IN THE MATTER OF SECTION 47(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED

|                       |   |                                       |
|-----------------------|---|---------------------------------------|
| <u>THE HONOURABLE</u> | ) | <u>WEDNESDAY, THE 26<sup>th</sup></u> |
|                       | ) |                                       |
| <u>JUSTICE</u>        | ) | <u>DAY OF MARCH, 2025</u>             |

BETWEEN:

ADDENDA CAPITAL INC.  
**PLAINTIFF**

~~Plaintiff~~ Applicant

- and -

**DEFENDANT**  
~~Defendant~~

249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.

Respondents

~~DISCHARGE~~ ORDER  
(DISCHARGE)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ in its the Applicant Addenda Capital  
Inc. ("Addenda") for, among other things, an Order discharging Deloitte Restructuring Inc.

("Deloitte") as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor"), for an order: interim receiver (in such capacity, the "Interim Receiver") of certain property held by the Respondent 249 Ontario Street Holdings Inc., as registered owner and nominee for the Respondent Gross Properties Inc., as to an 80% interest, and the Respondent 2413677 Ontario Inc., as to a 20% interest, municipally known as 249 Ontario Street, in Port Hope, Ontario and legally described in Schedule "A" hereto (the "Property"), was heard this day by Zoom videoconference.

~~1. approving the activities of the Receiver as set out in the report of the Receiver dated [DATE] (the "Report");~~

~~2. approving the fees and disbursements of the Receiver and its counsel;~~

~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor; [and]~~

~~4. discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor[; and]~~

~~5. releasing [RECEIVER'S NAME] from any and all liability, as set out in paragraph 5 of this Order]<sup>1</sup>;~~

~~was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the ~~Report, the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits")~~Notice of Motion, the Second and Final Report of the Interim Receiver dated March 20, 2025 (the "Final Report"), the fee affidavit of Catherine Hristow sworn March 20, 2025 (the "Deloitte Fee Affidavit"), the fee affidavit of Chard Kopach sworn March 18, 2025 (the "Blaney Fee Affidavit"), the fee affidavit of David Preger sworn March 20, 2025 (the "DW Fee Affidavit") and the affidavit of Ardi Pradana sworn March 20, 2025, and on hearing the submissions of counsel for the ReceiverAddenda, no one else appearing ~~although served as~~

<sup>1</sup> ~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

~~evidenced by~~ for any other person on the Service List, as appears from the affidavit of ~~[NAME]~~ service of Talya Bertler sworn ~~[DATE], filed<sup>2</sup>;~~ March 21, 2025,

## 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.

## FINAL REPORT

2. ~~1.~~ THIS COURT ORDERS that the activities and proposed activities of the Interim Receiver, as set out in the Final Report, are hereby approved.

3. THIS COURT ORDERS that only Deloitte, 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 Final Report detailed in paragraph 2 hereof.

4. ~~2.~~ THIS COURT ORDERS that the fees and disbursements of ~~the Receiver~~ Deloitte and its counsel, as set out in the ~~Report and the~~ Deloitte Fee Affidavit, the Blaney Fee Affidavit and the DW Fee Affidavit (collectively, the "Fee Affidavits,") are hereby approved.

5. ~~3.~~ THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, ~~the Receiver shall~~ and any reasonable additional fees and disbursements of Deloitte and its counsel accruing subsequent to the periods covered in the invoices annexed to the Fee Affidavits and in a manner consistent with the Interim Receiver's estimate in the Final Report, Deloitte shall, within 5 business days of this Order, pay the monies remaining in its hands ~~to~~ [NAME OF PARTY]<sup>3</sup>(the "Trust Funds") to Bricks Damiani Inc. ("DBI").

<sup>2</sup> ~~This model order assumes that the time for service does not need to be abridged.~~

<sup>3</sup> ~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

## DISCHARGE AND TRANSFER TRUST FUNDS AND FILE DOCUMENTS

6. ~~4.~~ THIS COURT ORDERS that upon ~~payment of the amounts set out in paragraph 3 hereof~~  
~~[and upon the Receiver~~Deloitte ~~filing a certificate certifying that it has completed the other~~  
activities described in the Final Report~~], the Receiver~~Deloitte shall be discharged as Interim  
Receiver of the ~~undertaking, Property and assets of~~ (the ~~Debtor~~ "Discharge Certificate"),  
provided however that notwithstanding its discharge herein (a) ~~the Receiver~~Deloitte shall  
remain Interim Receiver solely for the performance of such incidental duties as may be  
required to complete ~~the~~its administration of the receivership herein, and (b) ~~the~~  
~~Receiver~~Deloitte shall continue to have the benefit of the provisions of all Orders made in  
~~this~~the within proceedings, including all approvals, protections and stays of proceedings in  
favour of ~~[RECEIVER'S NAME]~~Deloitte in its capacity as Interim Receiver.

7. ~~5.~~ ~~[THIS COURT ORDERS AND DECLARES that~~ ~~[RECEIVER'S NAME]~~Deloitte and is  
hereby released and discharged from any and all liability ~~that [RECEIVER'S NAME]~~they  
now ~~has~~have or may hereafter have by reason of, or in any way arising out of, the acts or  
omissions of ~~[RECEIVER'S NAME]~~Deloitte while acting in its capacity as Interim Receiver  
herein, save and except for any gross negligence or wilful misconduct on ~~the Receiver's~~its part  
while so acting. Without limiting the generality of the foregoing, ~~[RECEIVER'S~~  
~~NAME]~~Deloitte is hereby forever released and discharged from any and all liability relating to  
matters that were raised, or which could have been raised, in the within ~~receivership~~  
proceedings, save and except for any gross negligence or wilful misconduct on ~~the~~  
~~Receiver's~~Deloitte's part.]<sup>4</sup>

<sup>4</sup>The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.

8. THIS COURT ORDERS that to the extent possible Deloitte shall cause such contracts, agreements, policies, and other obligations entered into by Deloitte in its capacity as Interim Receiver in relation to the Property (the "**Assignable Obligations**") to be assigned to DBI in order that DBI may satisfy the Assignable Obligations in the ordinary course.

9. THIS COURT ORDERS that Deloitte shall deliver to DBI, whether in paper form or otherwise contained on a computer or other electric system of information storage: (a) all Records (as defined in paragraph 5 of the Appointment Order dated March 9, 2021 in these proceedings) in its possession, (b) copies of its communications with third parties, which, for greater certainty, shall not include any solicitor-client privileged information, and (c) files and work product specifically dealing with the administration, assessment and valuation of the Property, including all financial statements, accounting records, leases, contracts, agreements, insurance policies, reports and other documents germane to the operation of the Property (collectively, the "**File Documents**").

10. THIS COURT ORDERS that immediately following DBI's receipt of the Trust Funds and the File Documents, Deloitte shall file the Discharge Certificate.

11. THIS COURT ORDERS that any funds which may be received hereafter by Deloitte in connection with its administration of the Property, including, without limitation, any HST refunds, shall be paid forthwith to DBI.

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

- 6 -

SCHEDULE "A"

THE PROPERTY

PIN            51078-0317 LT

Description    LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S  
ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S  
WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

Address        249 ONTARIO ST  
PORT HOPE



# TAB 5

Court File No. CV-21-00656098-00CL

Revised: January 21, 2014

~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No. —~~

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

|                             |   |                               |
|-----------------------------|---|-------------------------------|
| <del>THE HONOURABLE —</del> | ) | <del>WEEKDAY, THE #</del>     |
|                             | ) |                               |
| <del>JUSTICE —</del>        | ) | <del>DAY OF MONTH, 20YR</del> |

**~~PLAINTIFF<sup>1</sup>~~**

IN THE MATTER OF SECTION 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

|                       |   |                                       |
|-----------------------|---|---------------------------------------|
| <u>THE HONOURABLE</u> | ) | <u>WEDNESDAY, THE 26<sup>th</sup></u> |
|                       | ) |                                       |
| <u>JUSTICE</u>        | ) | <u>DAY OF MARCH, 2025</u>             |

**~~Plaintiff~~**

B E T W E E N:

ADDENDA CAPITAL INC.

Applicant

~~—and—~~

**~~DEFENDANT~~**

249 ONTARIO STREET HOLDINGS INC.,  
GROSS PROPERTIES INC.  
and 2413667 ONTARIO INC.

Respondents

**~~Defendant~~**

~~<sup>1</sup>—The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

## ORDER (Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~<sup>2</sup>Applicant Addenda Capital Inc. (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 ~~[RECEIVER'S NAME]~~Bricks  
Damiani Inc., as receiver ~~and manager~~ (in such capacities, the "Receiver"), without  
 security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "the~~  
Respondents (collectively, the "Debtors") acquired for, or used in relation to a business  
 carried on by the Debtors, including the lands and premises legally described in Schedule "A"  
hereto and all proceeds thereof, was heard this day ~~at 330 University Avenue, Toronto,~~  
~~Ontario~~by Zoom videoconference.

ON READING the Affidavit of ~~[NAME]~~Ardi Pradana sworn ~~[DATE]~~March 21, 2025, and  
 the exhibits thereto, and the consent of Bricks Damiani Inc. to act as the Receiver, and on  
 hearing the submissions of counsel for ~~[NAMES]~~the Applicant, no one else on the service list  
 appearing ~~for [NAME]~~, although ~~duly~~-served, as appears from the Affidavit of Service of  
~~[NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the~~  
~~Receiver,~~Janet Nairne sworn March 21, 2025, filed,

### SERVICE

<sup>2</sup> ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated<sup>3</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Bricks Damiani Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors<sub>s</sub> acquired for, or used in relation to a business carried on by the Debtors<sub>s</sub>, including and without in any way limiting the generality of the foregoing, the lands and premises legally described in Schedule "A" hereto, and all proceeds thereof (collectively, the "Property").

## RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

<sup>3</sup> ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

- (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 any property of the Debtors 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 construction managers, project managers, trades, contractors, subcontractors, consultants, appraisers, agents, real estate brokers, trades, engineers quantity surveyors, 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 undertake any renovations and make any repairs to the Property necessary to ensure the Property is well maintained and rentable and is in compliance with the applicable laws and building codes;
- (f) to market available rental units, enter into new rental agreements or renew expiring rental agreements where applicable;

(g) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtors thereon;

(h) ~~(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;

(i) ~~(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;

(j) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtors;

(k) ~~(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;

(l) ~~(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.<sup>4</sup> The authority hereby conveyed shall

~~<sup>4</sup> This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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

(m) ~~(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;

(n) ~~(k)~~ with the approval of this Court, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

~~(i) in which without the approval of this Court in respect of any transaction not exceeding \$\_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed \$\_\_\_\_\_; 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, ~~for~~ and section 31 of the Ontario Mortgages Act, ~~as the case may be,~~<sup>5</sup> shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

<sup>5</sup> If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

- (o) ~~(h)~~ 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;
- (p) ~~(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;
- (q) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) ~~(e)~~ 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 Debtorss;
- (s) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtorss, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtorss;
- (t) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtorss may have; ~~and~~
- (u) to assign any of the Debtors into bankruptcy; and



(v) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~s~~.

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) the Debtors, (ii) all of ~~its~~ the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, ~~and~~ (iii) Deloitte Restructuring Inc. in its former capacity as interim receiver of certain the Property ("Deloitte") and (iv) 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 or to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing,

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

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

~~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

7. ~~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

8. ~~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

9. ~~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~~—~~: (a) obligations with respect to any contracts, agreements, policies and other obligations entered into by Deloitte in its former capacity as interim receiver in relation to certain of the Property (the "Assignable Obligations") that may be assigned to the Receiver in order that the Receiver may satisfy the Assignable Obligations in the ordinary course; and (b) "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 is 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

10. ~~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

11. ~~12.~~ THIS COURT ORDERS that all Persons~~—~~ having oral or written agreements with the Debtors, or with Deloitte in its former capacity as interim receiver in relation to certain of the Property, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other

services to the 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 Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the 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

12. ~~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

13. ~~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 Debtor's behalf, may terminate the

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

## PIPEDA

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

## LIMITATION ON ENVIRONMENTAL LIABILITIES

15. ~~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

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

Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

17. ~~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.<sup>6</sup>

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

19. ~~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,

<sup>6</sup> ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~



against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### FUNDING OF THE RECEIVERSHIP

20. ~~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.

21. ~~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.

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

23. ~~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

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

25. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's s 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.

#### GENERAL

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

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

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

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

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

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

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

32. THIS COURT ORDERS that notwithstanding the engagement of Dickinson Wright LLP as counsel for the Applicant, the Receiver may engage Dickinson Wright LLP as its legal counsel in

respect of matters where there is no conflict of interest. The Receiver shall, however, engage independent legal counsel in respect of any matter where a conflict of interest arises.

33. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

SCHEDULE "A"THE PROPERTY

PIN                    51078-0317 LT

Description      LT 15 E/S ONTARIO ST PL 11 PORT HOPE; PT LT 14 E/S ONTARIO ST, 16 E/S  
ONTARIO ST, 17 E/S ONTARIO ST, 12 W/S WELLINGTON ST, 13 W/S  
WELLINGTON ST PL 11 PORT HOPE PT 1 9R2679; S/T PH75108; PORT HOPE.

Address            249 ONTARIO ST  
PORT HOPE

SCHEDULE "B"

## RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Bricks Damiani Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~{of the Respondents (the "Debtor's NAME")}~~ acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof ~~(collectively, the "Property")~~, appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 (the "Order") made in an ~~action~~ application having Court file number ~~CL~~ \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant

to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, 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       <sup>•</sup><sub>==</sub>, day of                     <sup>•</sup><sub>==</sub>, 20<sup>•</sup><sub>==</sub>.



~~[RECEIVER'S  
NAME]~~BRICKS DAMIANI  
INC., solely in its capacity  
- as Receiver of the  
Property, and not in its  
personal capacity

P

er

:

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

Title:

ADDENDA CAPITAL INC.  
Applicant

-and-

249 ONTARIO STREET HOLDINGS INC. et al.  
Respondents

308

Court File No. CV-21-00656098-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

PROCEEDING COMMENCED AT  
TORONTO

ORDER  
(Appointing Receiver)

DICKINSON WRIGHT LLP

Barristers & Solicitors

199 Bay Street

Suite 2200, P.O. Box 447

Commerce Court Postal Station

Toronto, Ontario, M5L 1G4

DAVID P. PREGER (36870L)

Email: [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com)

Tel: (416) 646-4606

TALYA R. BERTLER (90315H)

Email: [tbertler@dickinsonwright.com](mailto:tbertler@dickinsonwright.com)

Tel: (416) 777-2394

Lawyers for the Applicant

4910-9811-5372 v3 [85587-11]

ADDENDA CAPITAL INC.  
Applicant

-and-

249 ONTARIO STREET HOLDINGS INC., et al  
Respondents

Court File No. CV-21-00656098-00CL

|   |  |
|---|--|
| <b>ONTARIO</b><br><b>SUPERIOR COURT OF JUSTICE</b><br><b>(COMMERCIAL LIST)</b>  |  |
| PROCEEDING COMMENCED AT<br>TORONTO  |  |
| <b>MOTION RECORD</b>  |  |
| <b>DICKINSON WRIGHT LLP</b><br>Barristers & Solicitors<br>199 Bay Street<br>Suite 2200, Box 447<br>Commerce Court Postal Station<br>Toronto, ON M5L 1G4 |  |
| <b>DAVID P. PREGER (36870L)</b><br>dpreg@rickinsonwright.com<br>Tel: (416) 646-4606   |  |
| <b>TALYA R. BERTLER (90315H)</b><br>Tel: (416) 777-2394<br>Email: <a href="mailto:tbertler@dickinsonwright.com">tbertler@dickinsonwright.com</a>        |  |
| Lawyers for the Applicant   |  |