

Court File No.: CV-21-00000281-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

BETWEEN:

COLDPOINT HOLDINGS LTD.

Applicant

- and -

TRINITY CENTRES CAMBRIDGE

Respondents

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER**

DATED APRIL 12, 2022

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INTRODUCTION

1. Pursuant to the Order of the Madame Justice Dietrich, (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 21, 2021, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties (the “**Property**”) of Trinity Centres Cambridge (“**TCC**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The Debtor is jointly controlled by River City Christian Reformed Church (“**RCC**”) and Trinity Centres Foundation (“**TCF**”) and was created for the purpose of acquiring 15 Wellington St. Cambridge Ontario (the “**Property**”). The Property includes a heritage designated church with a modern addition. The Property is zoned for industrial use by the City of Cambridge. RCC is the primary tenant of the Property. In addition to RCC, there are two commercial tenants, One Movement, a dance studio and ProActive Training, a fitness studio which operate out of a modern addition to the original church building.
3. The Property, and any chattels located therein, are the only assets of the Debtor. The Debtor has no employees.
4. The Property is subject to a mortgage registered in favour of ColdPoint Holdings Ltd. (“**ColdPoint**”). The Receiver will be engaging independent counsel for the purpose of confirming the security, prior to the distribution of any proceeds.
5. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any proceeds, receipts and disbursements, arising out of, or

from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:

- (a) without the approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
- (b) with the approval of the Court in respect of any transaction in which the purchase price exceeds \$100,000.

6. The purpose of this first report of the Receiver (the “**First Report**”) is to provide the Court with an update on:

- (a) the activities of the Receiver since the date of the Appointment Order;
- (b) the Receiver’s Statement of Receipts and Disbursements for the period from September 21, 2021 to March 31, 2022; and
- (c) the realization efforts of the Receiver in respect of the Property.

TERMS OF REFERENCE

7. In preparing this First Report, Deloitte has been provided with, and has relied upon unaudited, draft and/or internal financial information, TCC’s books and records, discussions with certain employees and management of TCF, discussions with members of the Board of Directors of TCC, counsel to RCC and information from third parties (collectively, the “**Information**”). Except as described in this First Report:

- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte 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) Deloitte has prepared this First Report in its capacity as Receiver as required under Section 246(2) and Rule 126 of the Bankruptcy and Insolvency Act. Parties using this First 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.

ACTIVITIES OF THE RECEIVER

- 9. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
 - (a) attended the Property and took possession;
 - (b) obtained copies of the books and records, maintained by TCF;
 - (c) provided notice of the receivership to the utility and other service providers of the Property and changed the billing information for utilities and other services to be in the name the Receiver;
 - (d) contracted to utilize the property management staff of TCF to assist with the monitoring and maintenance of the Property until it can be transferred to a new owner;
 - (e) met with the respective tenants to advise them of the Appointment Order and the Receiver’s mandate;
 - (f) conducted interviews with prospective brokers to market the Property for sale;

- (g) selected Ms. Susan Iriate of Royal Lepage Commercial Realty, (the “**Agent**”) who specializes in places of worship to market and sell the Property;
- (h) worked with the Property management staff and the Broker to ensure health and safety measures in respect of the Covid-19 Pandemic were followed in respect of organizing showings of the Property
- (i) commenced negotiations with RCC to address deficiencies in their rent and other terms associated with the lease of the Property;
- (j) established the Receiver’s website and issued the Notice and Statement of Receiver pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”);
- (k) reviewed and responded to inquiries from creditors;
- (l) ensured that the Debtors’ bank accounts were frozen and that funds were transferred to an account maintained by the Receiver;
- (m) worked with Thornton Grout Finnigan LLP as legal counsel;
- (n) provided notice of the Receiver’s appointment to Front Row Insurance Brokers, the Debtors’ insurance broker, who arranged for continued insurance coverage through the Debtors’ insurers. Additionally, the Receiver was added as named insured and loss payee on the Debtors’ policies, as applicable;
- (o) notified Canada Revenue Agency (“**CRA**”) of the appointment of the Receiver;
- (p) provided status updates on the progress of the receivership to ColdPoint, TCF and RCC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

10. Attached hereto as **Appendix “B”** is the Receiver’s Statement of Receipts and Disbursements for the period from September 21, 2021 to March 31, 2022 (the “**R&D**”). The Receiver is collecting rents from tenants and making disbursements in respect of costs associated with the Property and professional fees. The closing cash balance at March 31, 2022 is \$72,513.02.

SALE PROCESS

11. Forthwith after its appointment and as authorized by the Appointment Order, the Receiver initiated a request for proposals for the marketing and sale of the Property to well known brokers in the commercial real estate space. The Receiver received three separate proposals and ultimately selected Ms. Susan Iriate of Royal LePage Commercial Realty who specializes in places of worship. The Property was marketed and listed for sale on November 9, 2021 on the Canadian Multi Listing Service (“**MLS**”) with an asking price of \$1.75 million dollars.
12. The Property received immediate positive interest and an initial offer was received for the Property on November 13, 2021. This offer was not signed back by the Receiver as the price was not within the target range expected by the Receiver or Coldpoint and recommended by the Agent. The initial offer was revised and resubmitted on November 19, 2021, but it was believed that the conditions included in the offer could not be satisfied and this offer was also not signed back.
13. A second conditional offer was received on November 18, 2021 and was accepted by the Receiver. At the end of the condition period the conditions to the sale were not met and this offer failed to close.
14. A third conditional offer was received on January 3, 2022. This offer was not signed back by the

Receiver as the price was not within the target range expected by the Receiver and ColdPoint and recommended by the Agent.

15. A conditional offer was received on January 10, 2022. The terms and conditions of this offer were negotiated between the Receiver, with the assistance of the Agent and the prospective purchaser and the offer was signed back subject to conditions on January 13, 2022. On February 2, the prospective purchases requested a four to six month extension of the conditional sales period to address a rezoning request made to the City of Cambridge. On February 26, 2022, the prospective purchaser requested a price concession which, following lengthy negotiations, was deemed unacceptable by the Receiver and ColdPoint and not recommended by the Agent.
16. On March 9, 2022, the Receiver received two separate conditional offers from prospective purchasers. The Agent conducted negotiations with both parties and requested that each submit a higher better offer for consideration by the Receiver and ColdPoint.
17. On March 11, 2022, another offer was submitted for the Property.
18. Following several discussions with the various parties, on March 15, 2022, one offer was selected and executed between the parties subject to certain conditions including: a due diligence condition, a financing condition and an inspection condition. The scheduled completion date for this offer is June 30, 2022.
19. The Receiver will not be providing specifics of the proposed purchase price or other conditions at this time as the offer is still open and subject to conditions. The Receiver will provide a complete report on this offer, or any subsequent offer as necessary, to the Court at the time that it requests the Court's approval of the sale in accordance with the Appointment Order.

20. There has been widespread and ongoing interest in the property since the initial listing date and the Receiver does expect that the Property will sell and generate proceeds for the benefit of the estate and its creditors.

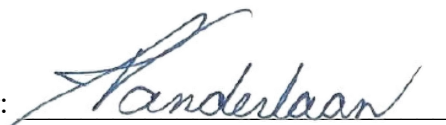
FUTURE RECEIVERSHIP ACTIVITIES

21. The Receiver assisted by the property management staff and the Agent will continue to maintain and monitor the Property while it continues the process to realize on the Property.
22. Following a successful sale of the Property, the Receiver will seek a distribution order for the proceeds generated from the sale of the Property and the conclusion of the Receivership.

All of which is respectfully submitted at Toronto, Ontario this 12th day of April, 2022.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the Court-appointed
Receiver and Manager of Trinity Centres
Cambridge and not in its personal or corporate
capacity

Per:


Toni Vanderlaan, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix "A"
Appointment Order

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

THE HONOURABLE MADAM) TUESDAY, THE 21ST
)
JUSTICE DIETRICH) DAY OF SEPTEMBER, 2021

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

and

**GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES
FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER
THOMSON LLP and COLDPOINT HOLDINGS LTD.**

Defendants

**ORDER
(appointing Receiver)**

THIS MOTION made by Coldpoint Holdings Ltd. (“**Coldpoint**”) 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 Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Trinity Centres Cambridge (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference in light of the COVID-19 pandemic.

ON READING the affidavit of David Wood sworn September 17, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff and such other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Leanne Williams sworn September 17, 2021 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”). Without limiting the generality of the foregoing, “Property” shall include the lands and premises of the Debtor municipally known as 15 Wellington Street, Cambridge, Province of Ontario and more specifically described in **Schedule “A”** hereto (the “**Real Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property including retaining a listing broker to market the Real Property for sale, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the Real Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

RECEIVER'S LEGAL COUNSEL

21. **THIS COURT ORDERS** that the Receiver may retain legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties,

including, without limitation, those conferred by this Order. Such legal counsel may include Thornton Grout Finnigan LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent legal counsel in respect of any legal advice or services where a conflict exists, or may arise.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (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.

23. **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.

24. **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.

25. **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

26. **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 ‘www.insolvencies.deloitte.ca/en-ca/trinitycentrescambridge’.

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

GENERAL

28. **THIS COURT ORDERS** that the Interim Orders dated March 24, 2021 and May 20, 2021 granted in this proceeding are hereby terminated upon the granting of this Order.

29. **THIS COURT ORDERS** that the Plaintiff's motion, as set out in its Notice of Motion dated March 15, 2021, is hereby rendered moot, and that any entitlement to costs which may be asserted by any party to this proceeding is hereby preserved. In the event that costs are not resolved with the consent of the applicable parties, a chambers appointment may be scheduled for further directions in respect of same.

30. **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.

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

32. **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.

33. **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.

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

35. **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.

REGISTRATION ON TITLE

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Waterloo (No. 58) accept this Order for registration on title to the Real Property described in Schedule "A" hereto

Dietrich J.

SCHEDULE "A"

Description of Real Property

Firstly:

(Registry) PIN03817-0022(R): Lot 3 East side of Wellington Street and south side of Beverly Street, Plan 615; City of Cambridge, Regional Municipality of Waterloo, being all of the PIN.

Secondly:

(Land Titles) PIN03817-0091(LT): Part lot 18, Plan 455, as in D31327; City of Cambridge, Regional Municipality of Waterloo, being all of the PIN.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Trinity Centres Cambridge acquired for, or used in relation to a business carried on by the Debtor, 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 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 ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

RIVER CITY CHRISTIAN REFORMED CHURCH

And

GRAHAM SINGH et al.

Plaintiff

Defendants

Court File No. CV-20-00646359-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at **Kitchener**

ORDER
(appointing Receiver)

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors

100 Wellington Street West

Suite 3200, P.O. Box 329, TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-1616

Lawyers for Coldpoint Holdings Ltd.

Appendix "B"

Statement of Receipts and Disbursements

September 21, 2021 to March 31, 2022

In the Matter of the Receivership of Trinity Centres Cambridge
Statement of Receipts and Disbursements September 21, 2021 to March 31, 2022

Receipts

| | |
|---------------------------|-------------------|
| Initial transfer from TCC | 107,656.50 |
| Rent received | <u>103,767.05</u> |
| Total Receipts | 211,423.55 |

Disbursements

| | |
|---------------------------|------------------|
| OSB Filing Fee | 72.97 |
| Utilities and Maintenance | 16,446.14 |
| Insurance | 16,748.64 |
| Property Taxes | 12,115.77 |
| Professional Fees | <u>93,527.01</u> |
| Total Disbursements | 138,910.53 |

| | |
|---------------------|-------------------------|
| Net Receipts | <u>72,513.02</u> |
|---------------------|-------------------------|