

**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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT* R.S.O. 1990, C. C30**

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

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**MOTION RECORD OF THE COURT-APPOINTED  
RECEIVER ROSEN GOLDBERG INC.**

*(Motion returnable March 5, 2021 via Zoom videoconference at 10:30am)*

February 4, 2021

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# TAB 1

**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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*  
R.S.O. 1990, C. C30**

B E T W E E N:

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**NOTICE OF MOTION**

**ROSEN GOLDBERG INC.**, in its capacity as the Court-appointed receiver and trustee (the “**Receiver**”) of all the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. (“**Camilla**”) and Elite Homes Inc. (“**Elite**” and together with Camilla, collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the lands and premises municipally known as 180 Mateo Place, Mississauga, Ontario (the “**Mateo Property**”) and 2371 Camilla Road, Mississauga, Ontario (the “**Camilla Property**” and together with the Mateo Property, the “**Properties**”), and all proceeds thereof, will make a Motion to a

Judge of the Commercial List, on March 5, 2021 via Zoom videoconference due to the COVID-19 pandemic.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard orally videoconference due to the COVID-19 pandemic.

**THE MOTION IS FOR:**

1. An Order abridging the time for service and validating service of this Notice of Motion and the Motion Record and dispensing with further service thereof;
2. An Order approving the Report of the Receiver dated February 4, 2021 (the “**Fourth Report**”) and the activities and proposed activities of the Receiver described therein;
3. An Order authorizing the Receiver to file an assignment of all of the property of Camilla for the general benefit of its creditors, pursuant to section 49 of the *Bankruptcy and Insolvency Act* (“**BIA**”);
3. An Order approving the Receiver’s Statement of Receipts and Disbursements for the period June 18, 2020 to January 28, 2021;
4. An Order approving the Receiver’s fees and disbursements, and the fees and disbursements of its counsel, Dickinson Wright LLP and Blaney McMurtry LLP;
5. An Order authorizing the Receiver to distribute the remaining funds in its hands to C & K Mortgage Services Inc. subject to (a) the filing by the Receiver of an assignment of Camilla’s property for the general benefit of its creditors pursuant to the *BIA*, (b) the retention of \$23,948.03

in respect of the deficiency in the holdback required under the *Construction Act* (the “**Holdback**”), and (c) payment of the Receiver’s fees, disbursements, costs and expenses, and the fees and disbursements of its counsel; and

6. Such further and other relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The Receiver was appointed by Order of Justice Conway dated July 2, 2020 (the “**Appointment Order**”);

2. The Appointment Order empowered and authorized the Receiver to, among other things, take possession and control of, market and sell, and apply for vesting orders to convey the Properties;

3. Camilla was the registered owner of the Properties. Elite was a Tarion-registered builder. The Properties are located within a residential common area condominium. At the time of the Receiver’s appointment, the Debtors were building single-family homes on each of the Properties. The home on the Mateo Property was very close to complete. The home on the Camilla Property was approximately 35% complete;

4. Pursuant to separate Approval and Vesting Orders dated October 6, 2020 granted by the Honourable Mr. Justice Koehnen, the Receiver has sold the Properties, and distributed part of the net sale proceeds to the Applicant, C & K Mortgage Services Inc., in partial satisfaction of its first ranking mortgages registered on title to the Properties;

5. Camilla is insolvent, as its liabilities to creditors significantly exceed the value of its assets;

6. C & K, the Debtors' first ranking secured creditor, will suffer a shortfall in recovery of its secured indebtedness and is supportive of the filing of an assignment of all of the property of Camilla for the general benefit of its creditors, pursuant to the *BIA*;
7. The Receiver recently received a notice from Canada Revenue Agency ("**CRA**") claiming payment of \$337,652.68, in respect of arrears of goods and services tax/harmonized sales tax ("**GST/HST**");
8. CRA has not provided the Receiver with any calculations to support the amount claimed;
9. the Receiver has been informed by Junaid Sadiq ("**Sadiq**"), the principal of the Debtors, that no arrears of GST/HST are owing by Camilla;
10. CRA has confirmed that prior to the Receiver's appointment, Camilla filed GST/HST returns claiming input tax credits ("**ITC**"), but failed to provide documentation which CRA requested to support the ITCs claimed,;
11. As a result, it appears that CRA has disallowed the ITCs claimed by Camilla;
12. The bankruptcy of Camilla will accurately reflect Camilla's financial position and allow the Receiver to deal effectively with the priority issues raised by CRA's claims;
13. Lien claims under *Construction Act* in the total amount of \$234,479.81 were registered against the Properties;
14. The Receiver is advised by its counsel that the Applicant's mortgage ranks in priority to the liens, except to the extent of a deficiency in the holdback required under the *Construction Act*;

15. There was no holdback maintained by the Debtors, and the Receiver has calculated the amount of the holdback required under the *Construction Act* to be \$23,948.03, based upon 10 % of the contract price for goods and services supplied by the lien claimants;
16. Sections 67 and Section 249 of the *Bankruptcy and Insolvency Act*;
17. Section 78 (2) of the *Construction Act*;
18. Rules 3.02(1), 16.08 and 41.05 of the *Rules of Civil Procedure*; and
19. Such further and other grounds as the lawyers may advise.

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

1. The Fourth Report of the Receiver dated February 4, 2021; and
2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 4, 2021

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Lawyers for the Court-appointed Receiver, Rosen  
Goldberg Inc.

**TO: SERVICE LIST**

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al.**  
Respondents

Court File No. CV-20-00643021-00CL

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**

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Lawyers for the Court-appointed Receiver, Rosen Goldberg Inc.

# TAB 2



ROSEN GOLDBERG  
INSOLVENCY & RESTRUCTURING

Court File No. CV-20-00643021-00CL

***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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*,  
R.S.O. 1990, C. C30**

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

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**FOURTH REPORT OF ROSEN GOLDBERG INC.**

## I. INTRODUCTION

1. By Order of Justice Conway dated July 2, 2020 (the “**Appointment Order**”), Rosen Goldberg Inc. was appointed receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act*, and trustee, pursuant to section 68 of the *Construction Act* (in such capacities, collectively, the “**Receiver**”), of all of the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. (“**Camilla**”) and Elite Homes Inc. (“**Elite**” and together with Camilla, collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the lands and premises municipally known as 180 Mateo Place Mississauga, Ontario (the “**Mateo Property**”) and 2371 Camilla Road, Mississauga, Ontario (the “**Camilla Property**” and together with Mateo Property, collectively, the “**Properties**”) and all proceeds thereof. A copy of the Appointment Order is attached as **Appendix A**.

## II. TERMS OF REFERENCE

2. In preparing this Fourth Report, the Receiver has relied upon information from third party sources (collectively, the “**Information**”). Certain information contained in this Fourth Report may refer to, or be based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this proceeding, the Receiver has relied on this Information, and to the extent possible reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

### **III. PURPOSE OF REPORT**

3. This Fourth Report is being filed by the Receiver in order to seek the Court's authorization and direction to:
  - (a) file an assignment of all of the property of Camilla for the general benefit of its creditors pursuant to section 49 of the *BIA*; and
  - (b) distribute to the Applicant, C & K Mortgage Services Inc. ("**C & K**"), funds in the Receiver's hands following; (i) filing the assignment in bankruptcy on behalf of Camilla; (ii) retaining a holdback in the amount of \$23,948.03, in respect of the deficiency in the holdback required under the *Construction Act*; and (iii) paying the Receiver's fees, disbursements, costs and expenses, and the fees and disbursements of its counsel, up to and including the Receiver's discharge.

### **IV. BACKGROUND**

4. The Receiver's appointment was obtained upon the application of C & K, the first mortgagee over the Properties.
5. Camilla was the registered owner of the Properties before they were sold by the Receiver. Elite was a Tarion-registered builder. The Properties were located within a residential common area condominium. At the time of the Receiver's appointment, the Debtors were building single family homes on each of the Properties. The home on the Mateo Property was very close to complete. The home on the Camilla Property was approximately 35% complete.
6. Pursuant to separate Approval and Vesting Orders of Justice Koehnen dated October 6, 2020, the Receiver sold the Properties and made partial distributions of the net sale

proceeds to C & K. Copies of the Approval and Vesting Orders are attached, collectively, as **Appendix B**.

7. The proceeds realized from the sale of the Properties are insufficient to repay the secured indebtedness owing by the Debtors to C & K, and it is evident that Camilla is insolvent.

#### **V. GST/HST CLAIM**

8. The Receiver recently received correspondence from Canada Revenue Agency (“**CRA**”) claiming payment of \$337,652.68, in respect of arrears of goods and services tax/harmonized sales tax (“**GST/HST**”) owing by Camilla. A copy of the letter from CRA to the Receiver dated January 12, 2021 is attached as **Appendix C**.
9. The Receiver was originally informed by Junaid Sadiq, the principal of the Debtors, that prior to the Receiver’s appointment, Camilla had filed GST/HST returns claiming input tax credits (“**ITCs**”), and no arrears of GST/HST are owing by Camilla. The Receiver subsequently learned that CRA disallowed the ITCs claimed by Camilla, as Camilla had failed to provide the documentation requested by CRA to support the ITCs claimed.

#### **VI. CONSTRUCTION LIEN CLAIM**

10. The construction lien claims registered against the Properties prior to sale totalled \$234,479.81, in the aggregate. Copies of the parcel registers in respect of the Properties are attached collectively as **Appendix D**.
11. C & K’s mortgage was in part a “building mortgage” within the meaning of section 78(2) of the *Construction Act*. Section 78 (2) of the *Construction Act* provides that a building mortgage ranks in priority to the liens, except to the extent of a deficiency in the holdback required under the *Construction Act*.

12. In its Second Report to the Court dated October 2, 2020, the Receiver referred to having been advised by Garfinkle Biderman LLP, counsel for C & K, that it was holding \$223,536 in trust on account of holdback pursuant to the *Construction Act*. A copy of the Receiver's Second Report (without appendices) is attached as **Appendix E**.
13. Following the Second Report, the Receiver reviewed the following provisions in section 6 of the additional terms attached to C & K's Mortgage :

6. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the *Construction Lien Act, 1990*, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the *Construction Lien Act, 1990*, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the *Construction Lien Act, 1990*.

A copy of C & K's mortgage is attached as **Appendix F**.

14. The funds which were held by Garfinkle Biderman LLP in trust were withheld from advances by C & K to the Debtors, in order to protect C & K from liens having priority over its mortgage. As these funds were not advanced to the Debtors, according to section 6 of the additional terms of the mortgage, they are not the Debtors' property, and ought to be returned to C & K.
15. The Receiver has calculated the quantum of the holdback required to be retained by Camilla under the *Construction Act* in respect of the lien claims, based upon 10% of the contract price for goods and services supplied by each lien claimant. The Receiver requested additional documentation from the lien claimants to support the amounts claimed, and as of this date it has only received back up from two lien claimants.
16. The lien claims and the quantum of the holdback required under the *Construction Act* are set out in the table below:

<b>Lien Claimant</b>	<b>Amount of claim</b>	<b>Contract Price</b>	<b>Holdback</b>
Via Trim & Doors Inc.	\$ 70,372.63	\$ 70,372.63	\$ 7,037.26
Ultra Roofing 1 Inc.	29,832.00	29,832.00	2,983.20
Davco Drywall Systems Inc.	57,376.00	62,376.00	6,237.60
2078644 Ontario Inc.	54,257.00	54,257.00	5,425.75
Canadian Choice Home Services Inc.	18,732.43	18,732.43	1,873.24
Supersave Toilet Rentals Inc.	3,909.75	3,909.75	390.98
<b>TOTAL</b>	<b>\$234,479.81</b>	<b>\$239,479.81</b>	<b>\$23,948.03</b>

17. The Receiver proposes to retain a reserve of \$23,948.03, in respect of the holdbacks required to be maintained by the Debtors under the *Construction Act*, pending receipt of documentation requested from the lien claimants to support of their claims.

## **VII. PROPOSED ASSIGNMENT IN BANKRUPTCY OF CAMILLA**

18. The indebtedness and liabilities of Camilla significantly exceed its assets and C & K will suffer a shortfall in the recovery of its secured advances. C & K is supportive of the Receiver's proposed assignment of all of the property of Camilla for the general benefit of its creditors pursuant to the *BIA*.
19. A bankruptcy of Camilla will enable the Receiver to deal more effectively with the priority issues surrounding CRA's claim for HST.

## **VIII. STATEMENT OF RECEIPTS AND DISBURSEMENTS**

20. The Receiver's statement of receipts and disbursements for the period of July 2, 2020 to January 25, 2021 is attached as **Appendix G**.

## **IX. PROFESSIONAL FEES**

21. The fees and disbursements of the Receiver from June 18, 2020 to January 28, 2021 amount to \$66,488.00, excluding HST. The affidavit of Brahm Rosen setting out details of the time incurred by the Receiver is attached as **Appendix "H"**.
22. The fees and disbursements of the Receiver's counsel, Dickinson Wright LLP, from June 10, 2020 to December 11, 2020 amount to \$152,606.18, excluding HST. The affidavit of Lisa Corne setting out details of the time incurred is attached as **Appendix "I"**.

23. Blaney McMurtry LLP has acted as independent counsel to the Receiver. The fees and disbursements of Blaney McMurtry LLP from August 14, 2020 to and including November 27, 2020 amount to \$27,006.51. Attached as **Appendix “J”** is the affidavit of Chad Kopach sworn February 3, 2021 setting out the details of the fees and time incurred.

**IX. PROPOSED DISTRIBUTION**

24. On the basis of the forgoing, the Receiver recommends that this Honourable Court authorize the Receiver to distribute to C & K, pursuant to its first ranking security, the net proceeds of realization from the Properties remaining, after and subject to (i) the filing by the Receiver of an assignment in bankruptcy on behalf of Camilla; (ii) deducting a holdback in the amount of \$23,948.03, in respect of the deficiency in the holdback required under the *Construction Act*; and (iii) paying the Receiver’s fees and disbursements and the fees and disbursements of its counsel to the date of the Receiver’s discharge.



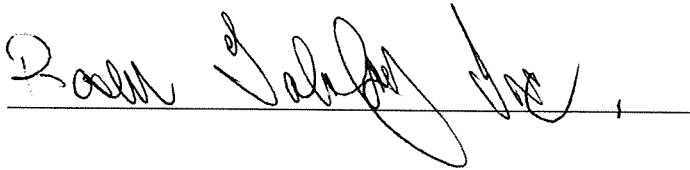
ROSEN GOLDBERG

- 9 -

All of which is respectfully submitted,

Dated at Toronto, Ontario, this 4<sup>th</sup> day of February, 2021.

**ROSEN GOLDBERG INC., SOLELY IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER OF  
CAMILLA COURT HOMES INC. AND ELITE HOMES INC.**

  
\_\_\_\_\_

# Appendix A

**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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. C30**

THE HONOURABLE MADAM ) THURSDAY, THE 2<sup>nd</sup>  
 )  
JUSTICE CONWAY ) DAY OF JULY, 2020  
 )

B E T W E E N:

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**ORDER  
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order appointing Rosen Goldberg Inc. as Receiver of the assets, property and undertakings of the Respondents acquired for, or used in relation to a business carried on by the Debtors, pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3 (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 (the “CJA”), and as Trustee pursuant to section 68 of the *Construction Act*,

R.S.O. 1990, C. C30 (the “CA”), was heard this day by videoconference due to the COVID-19 crisis.

ON READING the Affidavit of Gary Gruneir sworn June 12, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the Debtors, counsel for Via Trim & Doors Inc., counsel for Jeremy Tan, no one else on the service list appearing, although served as appears from the Affidavit of Service of Jennifer Samuels sworn June 15, 2020 and on reading the consent of Rosen Goldberg Inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Rosen Goldberg Inc. is hereby appointed as receiver, and as trustee pursuant to section 68 of the CA (collectively, the “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 the lands and premises legally described in Schedule “A” hereto, and all proceeds thereof (the “Property”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 disclaim or cease to perform any contracts of the Debtors, including, without limitation, agreements of purchase and sale entered into by the Debtors with respect to the Property ;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) 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, and in each such case, notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

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

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

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

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

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

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

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

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

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

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

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

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

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

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

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, 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 and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

### **FUNDING OF THE RECEIVERSHIP**

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

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “Receiver’s Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

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

orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.rosengoldberg.com/admin/companyview.php?company\\_id=56](http://www.rosengoldberg.com/admin/companyview.php?company_id=56).

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

#### **GENERAL**

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

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

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

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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

33. THIS COURT ORDERS that this Order is effective from today's date and is not required to be entered.

**PRIORITY OVER EXISTING AGREEMENTS OF PURCHASE AND SALE**

34. THIS COURT DECLARES that the Applicant's security over the Property ranks in priority to the interests, if any, of the purchasers under the agreement of purchase and sale between Elite Homes Inc. and Yong Yeow Tan, aka Jeremy Tan dated February 11, 2020, and the agreement of purchase and sale between Elite Homes Inc. and Sukhdeep Sandhu dated December 13, 2019.

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*Conway J.*

## SCHEDULE "A"

### LANDS AND PREMISES

#### **Legal Description - Camilla Property**

PT BLK A, PL A27, DES PTS 2, 17 & 18, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PART 18, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA

#### **Legal Description - Mateo Property**

PT BLK A, PL A27, DES PTS 4, 15, 20 & 21, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 20 & 21, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130176; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA

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

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

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

1. THIS IS TO CERTIFY that Rosen Goldberg Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Camilla Court Homes Inc. and Elite Homes Inc. (the "Debtors") 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 2nd day of July, 2020 (the "Order") made in an application having Court file number CV-20-00643201-00CL, 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 \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent.

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 \_\_\_\_\_, 2020.

Rosen Goldberg Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

**C & K MORTGAGE SERVICES INC.**

Applicant

-and- **CAMILLA COURT HOMES INC. et al**

Respondents

Court File No. CV-20-00643021-00CL

**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

**LISA S. CORNE (27974M)**

Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: (416) 646-4608  
Fax: (844) 670-6009

Lawyers for the Applicant

# Appendix B

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

THE HONOURABLE MR. ) TUESDAY, THE 6<sup>th</sup>  
 )  
JUSTICE KOEHNEN ) DAY OF OCTOBER, 2020  
 )

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. 30**

B E T W E E N:

*(Court Seal)*

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Rosen Goldberg Inc. in its capacity as the Court-appointed receiver and trustee (the “**Receiver**”) of, among other things, the lands and premises municipally known as 2371 Camilla Road, Mississauga, Ontario and legally described in Schedule A hereto (the “**Property**”), and all proceeds thereof, for an order approving the sale transaction (the “**Transaction**”) contemplated in the Offer to Purchase made by Parmjit Sandhu and Sukhdeep Sandhu (the “**Purchasers**”) on September 1, 2020 and accepted by the Receiver on September 2,

2020 (the “**Sale Agreement**”) and appended to the Second Report of the Receiver dated October 2, 2020, and vesting in the Purchasers all of the right, title and interest of the Respondents Camilla Court Homes Inc. and Elite Homes Inc. (collectively, the “**Debtors**”) in and to the Property, was heard this day by judicial video conference due to the COVID-19 pandemic.

ON READING the Second Report of the Receiver dated October 2, 2020 and on hearing the submissions of counsel for the Receiver, independent counsel for the Receiver, counsel for Via Trim & Doors Inc., counsel for Ultra Roofing 1 Inc., counsel for 2078644 Ontario Inc., counsel for Jereemy Tan, no one appearing for any other person on the service list, although served as appears from the affidavit of Janet Nairne sworn October 2, 2020, filed:

1. THIS COURT ORDERS that that the time for service of the Receiver’s Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchasers, as joint tenants.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchasers substantially in the form attached as Schedule B hereto (the “**Receiver’s Certificate**”), all right, title and interest of the Debtors in and to the Property, shall vest absolutely in the Purchasers, as joint tenants, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated July 2, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto

(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. THIS COURT ORDERS that upon the registration in Land Registry Office for the Land Titles Division of Mississauga (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchasers, as joint tenants, as the owners of the Property in fee simple, and is hereby directed to delete and expunge from title to the Property all of the Claims listed in Schedule C hereto.

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

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

7. THIS COURT ORDERS that, notwithstanding:


- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtors;

the vesting of the Property in the Purchasers, as joint tenants, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of any of the Debtors, nor shall it constitute nor be

deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

9. THIS COURT ORDERS that this that notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance with Rule 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.



A handwritten signature in blue ink, consisting of stylized initials, is positioned above a horizontal line.

## **Schedule A – Property**

### **Legal Description**

PT BLK A, PL A27, DES PTS 2, 17, 18, PL43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PART 18, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23, 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28, & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA

**PIN 13348-0587 (LT)**

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

Court File No. CV-20-00643021-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

B E T W E E N:

**THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. 30**

B E T W E E N:

*(Court Seal)*

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated July 2, 2020, Rosen Goldberg Inc. was appointed as receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*, and trustee, pursuant to section 68 of the *Construction Act* (in such capacities, collectively, the “**Receiver**”), without security, of all the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. and Elite Homes Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the lands and

premises municipally known as 180 Mateo Place, Mississauga, Ontario and 2371 Camilla Road, Mississauga, Ontario and all proceeds thereof.

B. Pursuant to an Order of the Court dated October 6, 2020, the Court approved the transaction (the “**Transaction**”) contemplated in the Offer to Purchase made by Parmjit Sandhu and Sukhdeep Sandhu (the “**Purchasers**”) on September 1, 2020 and accepted by the Receiver on September 2, 2020 (the “**Sale Agreement**”) and provided for the vesting in the Purchasers all of the Debtors’ right, title and interest in and to the real property municipally known as 2371 Camilla Road, Mississauga, Ontario, described more particularly in the Sale Agreement (the “**Property**”), which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2020.

**ROSEN GOLDBERG INC.**

in its capacity as Court-appointed receiver of the asset, property and undertakings of Elite Homes Inc. and Camilla Court Homes Inc. and not in its personal or corporate capacity

Per:

\_\_\_\_\_

Name: Brahm Rosen

Title: President

**Schedule C – Claims to be deleted and expunged from title to Real Property**

**REGISTRATIONS TO BE DELETED**

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR2940841	2016/06/30	CHARGE	\$920,000	CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.
PR2940842	2016/06/30	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.
PR3052681	2016/12/22	POSTPONEMENT		ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.
PR3202137	2017/09/15	NOTICE		CAMILLA COURT HOMES INC. ELITE HOMES INC.	ZOOM CREDITMAY INC.
PR3409284	2018/11/16	TRANSFER OF CHARGE		ZOOM CREDITMAY INC.	BILWANI, SHAZAD
PR3409285	2018/11/16	NOTICE	\$1	CAMILLA COURT HOMES INC.	BILWANI, SHAZAD
PR3409292	2018/11/16	CHARGE	\$5,800,000	CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.
PR3409293	2018/11/16	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.
PR3409324	2018/11/16	POSTPONEMENT		BILWANI, SHAZAD	C & K MORTGAGE SERVICES INC.
PR3559790	2019/10/25	CONSTRUCTION LIEN	\$18,732	CANADIAN CHOICE HOME SERVICES INC.	
PR3587113	2019/12/13	CONSTRUCTION LIEN	\$3,909	SUPER SAVE TOILET RENTALS INC.	
PR3644457	2020/04/28	CONSTRUCTION LIEN	\$70,372	VIA TRIM & DOORS INC.	
PR3664130	2020/06/15	CERTIFICATE		VIA TRIM & DOORS INC.	
PR3670945	2020/06/30	CONSTRUCTION LIEN	\$57,376	DAVCO DRYWALL SYSTEMS INC.	
PR3677688	2020/07/20	CONSTRUCTION LIEN	\$31,075	ULTRA ROOFING 1 INC.	
PR3692824	2020/08/26	CONSTRUCTION LIEN	\$54,257	2078644 ONTARIO INC.	

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR3707147	2020/09/25	CERTIFICATE		2078644 ONTARIO INC.	
PR3713158	2020/10/06	CERTIFICATE		ULTRA ROOFING 1 INC.	CAMILLA COURT HOMES INC.

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

**(unaffected by the Vesting Order)**

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR1987587	2011/04/12	TRANSFER EASEMENT	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	ENERSOURCE HYDRO MISSISSAUGA INC.
PR1987593	2011/04/12	NOTICE	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR198566	2011/04/15	NOTICE	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2057203	2011/08/17	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA  XHAFERRI, LUAN  VITALI, CHRISTOPHER PASQUALE  DI BLASIO, ADINA  DIBLASIO, ANTONIO	ROGERS COMMUNICATIONS INC.
PR2477172	2013/12/13	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER	THE CORPORATION OF THE CITY OF

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
				PASQUALE	MISSISSAUGA
43R35816	2014/03/03	PLAN REFERENCE			
PR2603640	2014/09/23	BYLAW		THE CORPORATION OF THE CITY OF MISSISSAUGA	
43R36245	2014/11/19	PLAN REFERENCE			
PR2633484	2014/11/19	APL ABSOLUTE TITLE		VITALI, CHRISTOPHER PASQUALE	
PR2640845	2014/12/01	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	ENBRIDGE GAS DISTRIBUTION INC.
PR2697676	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE  XHAFERRI, LUAN  XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2697679	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE  XHAFERRI, LUAN  XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2714127	2015/05/20	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF PEEL	
PR2732587	2015/06/22	TRANSFER	\$2	VITALI, CHRISTOPHER PASQUALE	VITALI, CHRISTOPHER PASQUALE
PR2798752	2015/10/06	TRANSFER	\$3,955,000	VITALI, CHRISTOPHER PASQUALE	CAMILLA COURT HOMES INC.
PR3130177	2017/05/19	APL ANNEX REST COV		XHAFERRI, ALBANA  XHAFERRI, LUAN  CAMILLA COURT	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
				HOMES INC.	
PR3130488	2017/05/19	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA  XHAFERRI, LUAN  CAMILLA COURT HOMES INC.	GOLDEN TOWN COMPANY LIMITED
PCP1017	2017/06/29	CE CONDO PLN			
PR3155396	2017/06/29	CONDO DECLARATION		CAMILLA COURT HOMES INC.	
PR3164498	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017	
PR3164499	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017	
PR3164500	2017/07/14	NOTICE	\$2	XHAFERRI, LUAN  XHAFERRI, ALBANA  CAMILLA COURT HOMES INC	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR3671552	2020/07/02	APPL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE, BRAMPTON	GOLDEN TOWN COMPANY LIMITED
PR3671684	2020/07/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ROSEN GOLDBERG INC.

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al**  
Respondents

Court File No. CV-20-00643021-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**APPROVAL AND VESTING ORDER**

**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)**

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**DAVID Z. SEIFER (77474F)**

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Tel: 416-646-6867

Fax: 844-670-6009

Lawyers for the Court-appointed Receiver

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

THE HONOURABLE MR. ) TUESDAY, THE 6<sup>th</sup>  
 )  
JUSTICE KOEHNEN ) DAY OF OCTOBER, 2020  
 )

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. 30**

B E T W E E N:

*(Court Seal)*

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Rosen Goldberg Inc. in its capacity as the Court-appointed receiver and trustee (the “**Receiver**”) of, among other things, the lands and premises municipally known as 180 Mateo Place, Mississauga, Ontario and legally described in Schedule A hereto (the “**Property**”), and all proceeds thereof, for an order approving the sale transaction (the “**Transaction**”) contemplated in the Offer to Purchase made by Janak Bhawnani and Sharmila Bhawnani (the “**Purchasers**”) on September 10, 2020 and accepted by the Receiver on

September 11, 2020 (the “**Sale Agreement**”) and appended to the Second Report of the Receiver dated October 2, 2020, and vesting in the Purchasers all of the right, title and interest of the Respondents Camilla Court Homes Inc. and Elite Homes Inc. (collectively, the “**Debtors**”) in and to the Property, was heard this day by judicial video conference due to the COVID-19 pandemic.

ON READING the Second Report of the Receiver dated October 2, 2020 and on hearing the submissions of counsel for the Receiver, independent counsel for the Receiver, counsel for Via Trim & Doors Inc., counsel for Ultra Roofing 1 Inc., counsel for 2078644 Ontario Inc., counsel for Jereemy Tan, no one appearing for any other person on the service list, although served as appears from the affidavit of Janet Nairne sworn October 2, 2020, filed:

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

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

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchasers substantially in the form attached as Schedule B hereto (the “**Receiver’s Certificate**”), all of right, title and interest of the Debtors in and to the Property, shall vest absolutely in the Purchasers, as joint tenants, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated July 2, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security*

*Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. THIS COURT ORDERS that upon the registration in Land Registry Office for the Land Titles Division of Mississauga (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchasers, as joint tenants, as the owners of the Property in fee simple, and is hereby directed to delete and expunge from title to the Property all of the Claims listed in Schedule C hereto.

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

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

7. THIS COURT ORDERS that, notwithstanding:

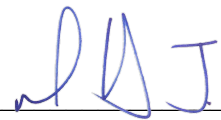
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtors;

the vesting of the Property in the Purchasers, as joint tenants, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and

shall not be void or voidable by creditors of any of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

9. THIS COURT ORDERS that that notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance with Rule 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.



---

## **Schedule A – Property**

### **Legal Description**

PT BLK A, PL A27, DES PTS 4, 15, 20 & 21, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 20 & 21, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130176; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, 43R35816 IN FAVOUR OF PARTS 1 & 2, 43R37562 AS IN PR3671552; CITY OF MISSISSAUGA

**PIN 13348-0589 (LT)**

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

Court File No. CV-20-00643021-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

B E T W E E N:

**THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. 30**

B E T W E E N:

*(Court Seal)*

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated July 2, 2020, Rosen Goldberg Inc. was appointed as receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*, and trustee, pursuant to section 68 of the *Construction Act* (in such capacities, collectively, the “**Receiver**”), without security, of all the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. and Elite Homes Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the lands and

premises municipally known as 180 Mateo Place, Mississauga, Ontario and 2371 Camilla Road, Mississauga, Ontario and all proceeds thereof.

B. Pursuant to an Order of the Court dated October 6, 2020, the Court approved the transaction (the “**Transaction**”) contemplated in the Offer to Purchase made by Janak Bhawnani and Sharmila Bhawnani (the “**Purchasers**”) on September 10, 2020 and accepted by the Receiver on September 11, 2020 (the “**Sale Agreement**”) and provided for the vesting in the Purchasers all of the Debtors’ right, title and interest in and to the real property municipally known as 180 Mateo Place, Mississauga, Ontario, described more particularly in the Sale Agreement (the “**Property**”), which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2020.

**Rosen Goldberg Inc., in its capacity as  
Receiver of the Property, and not in its  
personal capacity**

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

Name: Brahm Rosen

Title: President

**Schedule C – Claims to be deleted and expunged from title to Real Property**

**REGISTRATIONS TO BE DELETED**

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR2940841	2016/06/30	CHARGE	\$920,000	CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.
PR2940842	2016/06/30	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.
PR3052681	2016/12/22	POSTPONEMENT		ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.
PR3202137	2017/09/15	NOTICE	\$2	CAMILLA COURT HOMES INC.  ELITE HOMES INC.	ZOOM CREDITMAY INC.
PR3409284	2018/11/16	TRANSFER OF CHARGE		ZOOM CREDITMAY INC.	BILWANI, SHAZAD
PR3409285	2018/11/16	NOTICE	\$1	CAMILLA COURT HOMES INC.	BILWANI, SHAZAD
PR3409292	2018/11/16	CHARGE	\$5,800,000	CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.
PR3409293	2018/11/16	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.
PR3409324	2018/11/16	POSTPONEMENT		BILWANI, SHAZAD	C & K MORTGAGE SERVICES INC.
PR3644457	2020/04/28	CONSTRUCTION LIEN	\$70,372	VIA TRIM & DOORS INC.	
PR3664130	2020/06/15	CERTIFICATE		VIA TRIM & DOORS INC.	
PR3670944	2020/06/30	CONSTRUCTION LIEN	\$57,376	DAVCO DRYWALL SYSTEMS INC.	
PR3677687	2020/07/20	CONSTRUCTION LIEN	\$29,832	ULTRA ROOFING 1 INC.	
PR3692824	2020/08/26	CONSTRUCTION LIEN	\$54,257	2078644 ONTARIO INC.	
PR3707147	2020/09/25	CERTIFICATE		2078644 ONTARIO INC.	
PR3713157	2020/10/06	CERTIFICATE		ULTRA ROOFING 1 INC.	CAMILLA COURT HOMES INC.



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

**(unaffected by the Vesting Order)**

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR1987587	2011/04/12	TRANSFER EASEMENT	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	ENERSOURCE HYDRO MISSISSAUGA INC.
PR1987593	2011/04/12	NOTICE	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR198566	2011/04/15	NOTICE	\$2	DI BLASIO, ADINA  DIBLASIO, ANTONIO  VITALI, CHRISTOPHER PASQUALE  XHAFERRI, ALBANA  XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2057203	2011/08/17	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA  XHAFERRI, LUAN  VITALI, CHRISTOPHER PASQUALE  DI BLASIO, ADINA  DIBLASIO, ANTONIO	ROGERS COMMUNICATIONS INC.
PR2477172	2013/12/13	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER	THE CORPORATION OF THE CITY OF

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
				PASQUALE	MISSISSAUGA
43R35816	2014/03/03	PLAN REFERENCE			
PR2603640	2014/09/23	BYLAW		THE CORPORATION OF THE CITY OF MISSISSAUGA	
43R36245	2014/11/19	PLAN REFERENCE			
PR2633484	2014/11/19	APL ABSOLUTE TITLE		VITALI, CHRISTOPHER PASQUALE	
PR2640845	2014/12/01	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	ENBRIDGE GAS DISTRIBUTION INC.
PR2697676	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE  XHAFERRI, LUAN  XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2697679	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE  XHAFERRI, LUAN  XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR2714127	2015/05/20	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF PEEL	
PR2732610	2015/06/22	TRANSFER	\$2	VITALI, CHRISTOPHER PASQUALE	VITALI, CHRISTOPHER PASQUALE
PR2798752	2015/10/06	TRANSFER	\$3,955,000	VITALI, CHRISTOPHER PASQUALE	CAMILLA COURT HOMES INC.
PR3130177	2017/05/19	APL ANNEX REST COV		XHAFERRI, ALBANA  XHAFERRI, LUAN  CAMILLA COURT HOMES INC.	

<b>REG. NUM.</b>	<b>DATE</b>	<b>INSTRUMENT TYPE</b>	<b>AMOUNT</b>	<b>PARTIES FROM</b>	<b>PARTIES TO</b>
PR3130488	2017/05/19	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA  XHAFERRI, LUAN  CAMILLA COURT HOMES INC.	GOLDEN TOWN COMPANY LIMITED
PCP1017	2017/06/29	CE CONDO PLN			
PR3155396	2017/06/29	CONDO DECLARATION		CAMILLA COURT HOMES INC.	
PR3164498	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017	
PR3164499	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017	
PR3164500	2017/07/14	NOTICE	\$2	XHAFERRI, LUAN  XHAFERRI, ALBANA  CAMILLA COURT HOMES INC	THE CORPORATION OF THE CITY OF MISSISSAUGA
PR3671552	2020/07/02	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE, BRAMPTON	GOLDEN TOWN COMPANY LIMITED
PR3671684	2020/07/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ROSEN GOLDBERG INC.

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al**  
Respondents

Court File No. CV-20-00643021-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**APPROVAL AND VESTING ORDER**

**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

**LISA S. CORNE (27974M)**

Email: [LCorne@dickinsonwright.com](mailto:LCorne@dickinsonwright.com)  
Tel: 416-646-4608

**DAVID Z. SEIFER (77474F)**

Email: [DSeifer@dickinsonwright.com](mailto:DSeifer@dickinsonwright.com)  
Tel: 416-646-6867

Fax: 844-670-6009

Lawyers for the Court-appointed Receiver

# Appendix C

Sudbury ON P3A 5C1

CAMILLA COURT HOMES INC.
211 GRAND VELLORE CRESCENT,
VAUGHAN ON L4H 0N9

Table with 2 columns: Field Name, Value. Fields include Date (January 6, 2021), Business Number (60814 4721 RT0001), and Period Covered (2018-01-01 to 2019-12-31).

0003270

NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)

RESULTS

This notice explains the results of our audit (re)assessment of return(s) you have or may have previously filed. Please refer to the "Summary of (Re)Assessment" for the specific period(s) covered.

Table with 2 columns: Description, Amount. Rows include Result of this (Re)Assessment (\$ 117,652.68), Prior Balance (\$ 6.00), and Total Balance (\$ 117,652.68).

Payments will not appear on this notice of assessment if we have not processed your payment yet. If you have already paid the balance owing, please ignore this message and accept our thanks.

To see the latest account information, including payment transactions, go to canada.ca/my-cra-business-account on the CRA's website.

We may take legal action to collect debts that are not paid voluntarily.

Please keep this Notice of (Re)Assessment for your records.

For more information, please write to:

Toronto North-Barrie 390
5011 Yonge Street
North York, ON M2N 6K9
Toll free number: 1-855-959-4425 (Canada and United States)

Bob Hamilton
Commissioner of Revenue

CAMILLA COURT HOMES INC.

Date	January 8, 2021
Business Number	80614 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2018/01/01 To: 2018/03/31

Reference Number: 18161000232360159

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 40,775.48 Cr	\$ 0.00	\$ 40,775.48
Interest and Penalty			\$ 208.52
Refund Interest			\$ 7,699.23
Arrears Interest			\$ 68,681.51
<b>Result of (Re)Assessment</b>			<b>\$ 68,681.51</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

The amount of refund interest shown is a debit adjustment to interest that we previously paid to you. You can deduct this amount from your income in the reporting period you pay it.

We have charged you arrears interest because you did not pay the amount owing by the due date.

For your information we have attached a statement explaining how we have calculated interest.

CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

000271

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2018/04/01 To: 2018/06/30

Reference Number: 18305000132360693

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 54,818.28 Cr	\$ 0.00	\$ 54,818.28
Interest and Penalty			\$ 12.46
Refund Interest			\$ 6,278.86
Arrears Interest			*****
<b>Result of (Re)Assessment</b>			<b>\$ 63,125.50</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

The amount of refund interest shown is a debit adjustment to interest that we previously paid to you. You can deduct this amount from your income in the reporting period you pay it.

We have charged you arrears interest because you did not pay the amount owing by the due date.

For your information we have attached a statement explaining how we have calculated interest.

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CAMILLA COURT HOMES INC.

Date	January 8, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2018/07/01 To: 2018/09/30

Reference Number: 18345000432360794

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 28,874.98 Cr	\$ 0.00	\$ 28,874.98
Interest and Penalty			\$ 5.29
Refund Interest			\$ 2,773.25
Arrears Interest			\$ .....
<b>Result of (Re)Assessment</b>			<b>\$ 29,654.12</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

The amount of refund interest shown is a debit adjustment to interest that we previously paid to you. You can deduct this amount from your income in the reporting period you pay it.

We have charged you arrears interest because you did not pay the amount owing by the due date.

CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

000972

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2018/10/01 To: 2018/12/31

Reference Number: 19104000232360245

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 49,379.12 Cr	\$ 0.00	\$ 49,379.12
Interest and Penalty			\$ 116.47
Refund Interest			\$ 3,483.21
Arrears Interest			*****
<b>Result of (Re)Assessment</b>			<b>\$ 50,776.00</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

The amount of refund interest shown is a debit adjustment to interest that we previously paid to you. You can deduct this amount from your income in the reporting period you pay it.

We have charged you arrears interest because you did not pay the amount owing by the due date.

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CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2019/01/01 To: 2019/03/31

Reference Number: 19170000432360067

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 42,456.09 Cr	\$ 0.00	\$ 42,456.09
Interest and Penalty			\$ 1,127.65
Arrears Interest			*****
			\$ 45,583.72
		<b>Result of (Re)Assessment</b>	

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

We have charged you arrears interest because you did not pay the amount owing by the due date.

CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

0009273

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2019/04/01 To: 2019/06/30

Reference Number: 19253000232360025

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 27,844.12 Cr	\$ 0.00	\$ 27,844.12
Interest and Penalty			\$ 1,558.51
Arrears Interest			*****
<b>Result of (Re)Assessment</b>			<b>\$ 29,402.63</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

We have charged you arrears interest because you did not pay the amount owing by the due date.

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CAMILLA COURT HOMES INC.

Date	January 8, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2019/07/01 To: 2019/09/30

Reference Number: 19288000432360640

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 15,401.69 Cr	\$ 0.00	\$ 15,401.69
Interest and Penalty			\$ 798.16
Arrears Interest			-----
			\$ 16,101.83
			-----
			\$ 16,101.83

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

We have charged you arrears interest because you did not pay the amount owing by the due date.

CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

0003714

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**SUMMARY OF (RE)ASSESSMENT**

RE: GST/HST Return

Reporting Period From: 2019/10/01 To: 2019/12/31

Reference Number: 20093000132360648

	Previous Assessment	Revised Assessment	Adjustments
Net Tax	\$ 11,104.94 Cr	\$ 0.00	\$ 11,104.94
Interest and Penalty			\$ 21.55
Refund Interest			\$ 855.76
Arrears Interest			*****
<b>Result of (Re)Assessment</b>			<b>\$ 34,212.55</b>

**EXPLANATION**

The Net Tax amount does not take into consideration any rebate, instalment or payment amounts that have been applied to the account.

We have provided you details pertaining to this (re)assessment previously at the time of our examination.

The amount of refund interest shown is a debit adjustment to interest that we previously paid to you. You can deduct this amount from your income in the reporting period you pay it.

We have charged you arrears interest because you did not pay the amount owing by the due date.

**GENERAL INFORMATION**

For more information on Notices of (Re)Assessment, and your objection and appeal rights, see Guide RC4822, General Information for GST/HST Registrants, or visit [canada.ca/revenue-agency](http://canada.ca/revenue-agency). To prevent unnecessary delays when you correspond with us, please provide your Business Number.

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CAMILLA COURT HOMES INC.

Page 10 of 12

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

CAMILLA COURT HOMES INC.

Date	January 8, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

000279

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

**HOW DO YOU PAY?**

- You can pay:
- online or by phone using a Canadian financial institution's services
  - online at [canada.ca/cra-my-payment](https://canada.ca/cra-my-payment)
  - online by setting up a pre-authorized debit agreement at [canada.ca/my-cra-business-account](https://canada.ca/my-cra-business-account)
  - in person with your remittance voucher at your Canadian financial institution or, for a fee, at a Canada Post retail outlet (cash or debit only)

For more information on how to make a payment, go to [canada.ca/payments](https://canada.ca/payments).

Note: There is a QR code printed on your remittance voucher that contains all the information required to make your payment with cash or debit at a Canada Post retail outlet.

Please use the attached voucher to pay the indicated amount owing.  
See the reverse for further instructions.

Amount paid
-------------

**Goods and Services Tax/Harmonized Sales Tax  
Amount Owing Remittance Voucher  
Pay online or at your financial institution**

Business Name  
CAMILLA COURT HOMES INC.

Business Number  
80814 4721 RT 0001

20 7



Privacy Act /  
Personal Information Bank number CRA PPIJ 047

Amount owing (\$)   
337,652.68

Amount paid
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NC150 R (18)X

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96

CAMILLA COURT HOMES INC.

Date	January 6, 2021
Business Number	80814 4721 RT0001
Period Covered	2018-01-01 to 2019-12-31

**NOTICE OF (RE)ASSESSMENT  
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

Teller's Stamp



We will charge a fee for any dishonoured payment.  
DO NOT staple, paper clip, tape or fold this voucher  
and do not use photocopied remittance vouchers.  
DO NOT mail cash.  
If an envelope accompanied this voucher, please ensure the  
address below appears in the window of the envelope provided.

Teller's Stamp



CANADA REVENUE AGENCY  
SUDBURY TAX CENTRE  
PO BOX 20004 STN A  
SUDBURY ON P3A 6B4

# Appendix D

LAND  
REGISTRY  
OFFICE #43

13348-0587 (LT)

PAGE 1 OF 7  
PREPARED FOR Marlene01  
ON 2021/01/08 AT 15:32:33

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT BLK A, PL A27, DES PTS 2, 17 & 18, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PART 18, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; SUBJECT TO AN EASEMENT OVER PART 17, 43R35816 IN FAVOUR OF PARTS 1 & 2, 43R37562 AS IN PR3671552; CITY OF MISSISSAUGA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2014/11/19. FOR ADDITIONAL ENCUMBRANCES THE PIN FOR PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017 IN BLOCK 20017 MUST BE EXAMINED.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT ABSOLUTE PLUS

RECENTLY:  
DIVISION FROM 13348-0583

PIN CREATION DATE:  
2015/07/28

OWNERS' NAMES  
SANDHU, PARMJIT SINGH  
SANDHU, SUKHDEEP

CAPACITY SHARE  
JTEN  
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/07/28 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
PR1987587	2011/04/12	TRANSFER EASEMENT	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	ENERSOURCE HYDRO MISSISSAUGA INC.	C
PR1987593	2011/04/12	NOTICE	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR1989566	2011/04/15	NOTICE	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2057181	2011/08/17	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** XHAFERRI, ALBANA XHAFERRI, LUAN		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				VITALI, CHRISTOPHER PASQUALE DI BLASIO, ADINA DI BLASIO, ANTONIO <i>REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE REGIONAL MUNICIPALITY OF PEEL</i>		
PR2057203	2011/08/17	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA XHAFERRI, LUAN VITALI, CHRISTOPHER PASQUALE DI BLASIO, ADINA DI BLASIO, ANTONIO	ROGERS COMMUNICATIONS INC.	C
PR2477172	2013/12/13	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2477279	2013/12/13	CHARGE		*** DELETED AGAINST THIS PROPERTY *** VITALI, CHRISTOPHER PASQUALE	TUMINO, NUNZIO	
43R35816	2014/03/03	PLAN REFERENCE				C
PR2603640	2014/09/23	BYLAW		THE CORPORATION OF THE CITY OF MISSISSAUGA <i>REMARKS: BY-LAW NO. 0234-2014 TO REMOVE FROM PART LOT CONTROL</i>		C
43R36245	2014/11/19	PLAN REFERENCE				C
PR2633484	2014/11/19	APL ABSOLUTE TITLE		VITALI, CHRISTOPHER PASQUALE <i>REMARKS: PR2555594</i>		C
PR2640845	2014/12/01	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	ENBRIDGE GAS DISTRIBUTION INC.	C
PR2697676	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE XHAFERRI, LUAN XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2697677	2015/04/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO <i>REMARKS: PR2477279 TO PR2697676</i>	THE CORPORATION OF THE CITY OF MISSISSAUGA	
PR2697679	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE XHAFERRI, LUAN XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2697680	2015/04/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO <i>REMARKS: PR2477279 TO PR2697679</i>	THE CORPORATION OF THE CITY OF MISSISSAUGA	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
PR2714127	2015/05/20	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF PEEL		C	
PR2714129	2015/05/20	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO	THE REGIONAL MUNICIPALITY OF PEEL		
		REMARKS: PR2477279 TO PR2714127					
PR2732587	2015/06/22	TRANSFER	\$2	VITALI, CHRISTOPHER PASQUALE	VITALI, CHRISTOPHER PASQUALE	C	
PR2798420	2015/10/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** TUMINO, NUNZIO			
		REMARKS: PR2477279.					
PR2798752	2015/10/06	TRANSFER	\$3,955,000	VITALI, CHRISTOPHER PASQUALE	CAMILLA COURT HOMES INC.	C	
		REMARKS: PLANNING ACT STATEMENTS.					
PR2798757	2015/10/06	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FOREMOST MORTGAGE HOLDING CORPORATION		
PR2798758	2015/10/06	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY *** FOREMOST MORTGAGE HOLDING CORPORATION			
		REMARKS: RE: PR2798757					
PR2940841	2016/06/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.		
PR2940842	2016/06/30	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.		
		REMARKS: PR2940841.					
PR3052615	2016/12/22	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.		
PR3052616	2016/12/22	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.		
		REMARKS: PR3052615.					
PR3052681	2016/12/22	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.		
		REMARKS: PR2940841 POSTPONED TO PR3052615, PR3052616					
PR3053372	2016/12/23	DISCHARGE INTEREST		*** COMPLETELY DELETED *** FOREMOST MORTGAGE HOLDING CORPORATION			

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13348-0587 (LT)

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ON 2021/01/08 AT 15:32:33

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR3053373	2016/12/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** FOREMOST MORTGAGE HOLDING CORPORATION		
PR3130177	2017/05/19	APL ANNEX REST COV		XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.		C
PR3130488	2017/05/19	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.	GOLDEN TOWN COMPANY LIMITED	C
PR3148329	2017/06/19	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.		
PCP1017	2017/06/29	CE CONDO PLN				C
PR3155396	2017/06/29	CONDO DECLARATION		CAMILLA COURT HOMES INC.		C
PR3164498	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017		C
PR3164499	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017		C
PR3164500	2017/07/14	NOTICE	\$2	XHAFERRI, LUAN XHAFERRI, ALBANA CAMILLA COURT HOMES INC.	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR3166635	2017/07/18	APL DELETE REST		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF MISSISSAUGA		
PR3167152	2017/07/19	APL DELETE REST		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALTY OF PEEL		
PR3202137	2017/09/15	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CAMILLA COURT HOMES INC. ELITE HOMES INC.	ZOOM CREDITMAY INC.	
	<i>REMARKS: PR2940841</i>					
PR3344782	2018/07/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** THE KING-CON CORPORATION		
PR3346887	2018/07/06	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LAKE SCUGOG LUMBER INC.		
PR3355777	2018/07/26	APL DEL CONST LIEN		*** COMPLETELY DELETED *** LAKE SCUGOG LUMBER INC.		
	<i>REMARKS: PR3346887.</i>					
PR3357882	2018/07/31	APL DEL CONST LIEN		*** COMPLETELY DELETED *** THE KING-CON CORPORATION		
	<i>REMARKS: PR3344782.</i>					
PR3362462	2018/08/09	NOTICE		*** COMPLETELY DELETED *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.	
	<i>REMARKS: PR3052615</i>					
PR3362465	2018/08/09	POSTPONEMENT		*** COMPLETELY DELETED *** ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.	
	<i>REMARKS: PR2940841 TO PR3052615</i>					
PR3409284	2018/11/16	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ZOOM CREDITMAY INC.	BILWANI, SHAZAD	
	<i>REMARKS: PR2940841.</i>					
PR3409285	2018/11/16	NOTICE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	BILWANI, SHAZAD	
	<i>REMARKS: PR2940841</i>					
PR3409292	2018/11/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.	
PR3409293	2018/11/16	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.	
	<i>REMARKS: PR3409292</i>					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3409324	2018/11/16	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BILWANI, SHAZAD	C & K MORTGAGE SERVICES INC.	
		<i>REMARKS: PR2940841 TO PR3409292</i>				
PR3409370	2018/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRM CAPITAL MORTGAGE FUND INC.		
		<i>REMARKS: PR3052615.</i>				
PR3541515	2019/09/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** REAL STUCCO INC.		
PR3549882	2019/10/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** REAL STUCCO INC.		
		<i>REMARKS: PR3541515.</i>				
PR3559790	2019/10/25	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CANADIAN CHOICE HOME SERVICES INC.		
PR3587113	2019/12/13	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SUPER SAVE TOILET RENTALS INC.		
PR3644457	2020/04/28	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** VIA TRIM & DOORS INC.		
PR3664130	2020/06/15	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** VIA TRIM & DOORS INC.		
		<i>REMARKS: PR3644457</i>				
PR3670945	2020/06/30	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DAVCO DRYWALL SYSTEMS INC.		
PR3671552	2020/07/02	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE, BRAMPTON	GOLDEN TOWN COMPANY LIMITED	C
		<i>REMARKS: TO GRANT AN EASEMENT OVER THE LANDS AS SPECIFIED IN THE COURT ORDER</i>				
PR3671684	2020/07/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ROSEN GOLDBERG INC.	C
		<i>REMARKS: APPOINTS RECEIVER</i>				
PR3677688	2020/07/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** ULTRA ROOFING 1 INC.		
PR3692824	2020/08/26	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** 2078644 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3707147	2020/09/25	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** 2078644 ONTARIO INC.		
		REMARKS: PR3692824				
PR3713158	2020/10/06	CERTIFICATE		*** COMPLETELY DELETED *** ULTRA ROOFING 1 INC.	CAMILLA COURT HOMES INC.	
		REMARKS: PR3677688				
PR3714024	2020/10/07	APL VESTING ORDER	\$995,575	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERRCIAL LIST)	SANDHU, PARMJIT SINGH SANDHU, SUKHDEEP	C

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13348-0589 (LT)

PAGE 1 OF 7  
PREPARED FOR Marlene01  
ON 2020/12/29 AT 11:27:28

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

**PROPERTY DESCRIPTION:** PT BLK A, PL A27, DES PTS 4, 15, 20 & 21, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 20 & 21, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130176; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, 43R35816 IN FAVOUR OF PARTS 1 & 2, 43R37562 AS IN PR3671552; CITY OF MISSISSAUGA

**PROPERTY REMARKS:** FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2014/11/19. FOR ADDITIONAL ENCUMBRANCES THE PIN FOR PEEL COMMON ELEMENTS CONDOMINIUM PLAN NO. 1017 IN BLOCK 20017 MUST BE EXAMINED.

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
LT ABSOLUTE PLUS

**RECENTLY:**  
DIVISION FROM 13348-0583

**PIN CREATION DATE:**  
2015/07/28

**OWNERS' NAMES**  
CAMILLA COURT HOMES INC.

**CAPACITY SHARE**  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/07/28 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
PR1987587	2011/04/12	TRANSFER EASEMENT	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	ENERSOURCE HYDRO MISSISSAUGA INC.	C
PR1987593	2011/04/12	NOTICE	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR1989566	2011/04/15	NOTICE	\$2	DI BLASIO, ADINA DI BLASIO, ANTONIO VITALI, CHRISTOPHER PASQUALE XHAFERRI, ALBANA XHAFERRI, LUAN	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2057181	2011/08/17	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** XHAFERRI, ALBANA XHAFERRI, LUAN		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				VITALI, CHRISTOPHER PASQUALE DI BLASIO, ADINA DI BLASIO, ANTONIO <i>REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE REGIONAL MUNICIPALITY OF PEEL</i>		
PR2057203	2011/08/17	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA XHAFERRI, LUAN VITALI, CHRISTOPHER PASQUALE DI BLASIO, ADINA DI BLASIO, ANTONIO	ROGERS COMMUNICATIONS INC.	C
PR2477172	2013/12/13	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2477279	2013/12/13	CHARGE		*** DELETED AGAINST THIS PROPERTY *** VITALI, CHRISTOPHER PASQUALE	TUMINO, NUNZIO	
43R35816	2014/03/03	PLAN REFERENCE				C
PR2603640	2014/09/23	BYLAW		THE CORPORATION OF THE CITY OF MISSISSAUGA <i>REMARKS: BY-LAW NO. 0234-2014 TO REMOVE FROM PART LOT CONTROL</i>		C
43R36245	2014/11/19	PLAN REFERENCE				C
PR2633484	2014/11/19	APL ABSOLUTE TITLE		VITALI, CHRISTOPHER PASQUALE <i>REMARKS: PR2555594</i>		C
PR2640845	2014/12/01	TRANSFER EASEMENT	\$2	VITALI, CHRISTOPHER PASQUALE	ENBRIDGE GAS DISTRIBUTION INC.	C
PR2697676	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE XHAFERRI, LUAN XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2697677	2015/04/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO <i>REMARKS: PR2477279 TO PR2697676</i>	THE CORPORATION OF THE CITY OF MISSISSAUGA	
PR2697679	2015/04/14	NOTICE	\$2	VITALI, CHRISTOPHER PASQUALE XHAFERRI, LUAN XHAFERRI, ALBANA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2697680	2015/04/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO <i>REMARKS: PR2477279 TO PR2697679</i>	THE CORPORATION OF THE CITY OF MISSISSAUGA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR2714127	2015/05/20	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF PEEL		C
PR2714129	2015/05/20	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TUMINO, NUNZIO	THE REGIONAL MUNICIPALITY OF PEEL	
		REMARKS: PR2477279 TO PR2714127				
PR2732610	2015/06/22	TRANSFER	\$2	VITALI, CHRISTOPHER PASQUALE	VITALI, CHRISTOPHER PASQUALE	C
PR2798420	2015/10/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** TUMINO, NUNZIO		
		REMARKS: PR2477279.				
PR2798752	2015/10/06	TRANSFER	\$3,955,000	VITALI, CHRISTOPHER PASQUALE	CAMILLA COURT HOMES INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
PR2798757	2015/10/06	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FOREMOST MORTGAGE HOLDING CORPORATION	
PR2798758	2015/10/06	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY *** FOREMOST MORTGAGE HOLDING CORPORATION		
		REMARKS: RE: PR2798757				
PR2940841	2016/06/30	CHARGE	\$920,000	CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.	C
PR2940842	2016/06/30	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC.	ZOOM CREDITMAY INC.	C
		REMARKS: PR2940841.				
PR3052615	2016/12/22	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.	
PR3052616	2016/12/22	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.	
		REMARKS: PR3052615.				
PR3052681	2016/12/22	POSTPONEMENT		ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		REMARKS: PR2940841 POSTPONED TO PR3052615, PR3052616				
PR3053372	2016/12/23	DISCHARGE INTEREST		*** COMPLETELY DELETED *** FOREMOST MORTGAGE HOLDING CORPORATION		
		REMARKS: PR2798758.				
PR3053373	2016/12/23	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				FOREMOST MORTGAGE HOLDING CORPORATION		
PR3130177	2017/05/19	APL ANNEX REST COV		XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.		C
PR3130488	2017/05/19	TRANSFER EASEMENT	\$2	XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.	GOLDEN TOWN COMPANY LIMITED	C
PR3148329	2017/06/19	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** XHAFERRI, ALBANA XHAFERRI, LUAN CAMILLA COURT HOMES INC.		
				REMARKS: NO TRANSFER OR CHARGE WITHOUT CONSENT OF THE CORPORATION OF THE CITY OF MISSISSAUGA		
PCP1017	2017/06/29	CE CONDO PLN				C
PR3155396	2017/06/29	CONDO DECLARATION		CAMILLA COURT HOMES INC.		C
PR3164498	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017		C
				REMARKS: BY-LAW NO. 1		
PR3164499	2017/07/14	CONDO BYLAW/98		PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017		C
				REMARKS: BY-LAW NO. 2		
PR3164500	2017/07/14	NOTICE	\$2	XHAFERRI, LUAN XHAFERRI, ALBANA CAMILLA COURT HOMES INC.	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR3166635	2017/07/18	APL DELETE REST		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF MISSISSAUGA		
				REMARKS: PR3148329.		
PR3167152	2017/07/19	APL DELETE REST		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALTY OF PEEL		
				REMARKS: PR2057181.		
PR3202137	2017/09/15	NOTICE	\$2	CAMILLA COURT HOMES INC. ELITE HOMES INC.	ZOOM CREDITMAY INC.	C
				REMARKS: PR2940841		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3344782	2018/07/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** THE KING-CON CORPORATION		
PR3346887	2018/07/06	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LAKE SCUGOG LUMBER INC.		
PR3355777	2018/07/26	APL DEL CONST LIEN		*** COMPLETELY DELETED *** LAKE SCUGOG LUMBER INC.		
		REMARKS: PR3346887.				
PR3357882	2018/07/31	APL DEL CONST LIEN		*** COMPLETELY DELETED *** THE KING-CON CORPORATION		
		REMARKS: PR3344782.				
PR3362462	2018/08/09	NOTICE		*** COMPLETELY DELETED *** CAMILLA COURT HOMES INC.	FIRM CAPITAL MORTGAGE FUND INC.	
		REMARKS: PR3052615				
PR3362465	2018/08/09	POSTPONEMENT		*** COMPLETELY DELETED *** ZOOM CREDITMAY INC.	FIRM CAPITAL MORTGAGE FUND INC.	
		REMARKS: PR2940841 TO PR3052615				
PR3409284	2018/11/16	TRANSFER OF CHARGE		ZOOM CREDITMAY INC.	BILWANI, SHAZAD	C
		REMARKS: PR2940841.				
PR3409285	2018/11/16	NOTICE	\$1	CAMILLA COURT HOMES INC.	BILWANI, SHAZAD	C
		REMARKS: PR2940841				
PR3409292	2018/11/16	CHARGE	\$5,800,000	CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.	C
PR3409293	2018/11/16	NO ASSGN RENT GEN		CAMILLA COURT HOMES INC. ELITE HOMES INC.	C & K MORTGAGE SERVICES INC.	C
		REMARKS: PR3409292				
PR3409324	2018/11/16	POSTPONEMENT		BILWANI, SHAZAD	C & K MORTGAGE SERVICES INC.	C
		REMARKS: PR2940841 TO PR3409292				
PR3409370	2018/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRM CAPITAL MORTGAGE FUND INC.		
		REMARKS: PR3052615.				
PR3541514	2019/09/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3541515	2019/09/20	CONSTRUCTION LIEN		RIVERVALLEY MASONRY GROUP LTD. *** COMPLETELY DELETED *** REAL STUCCO INC.		
PR3541680	2019/09/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** RIVERVALLEY MASONRY GROUP LTD.		
PR3549880	2019/10/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** RIVERVALLEY MASONRY GROUP LTD.		
		REMARKS: PR3541514.				
PR3549881	2019/10/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** RIVERVALLEY MASONRY GROUP LTD.		
		REMARKS: PR3541680.				
PR3549882	2019/10/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** REAL STUCCO INC.		
		REMARKS: PR3541515.				
PR3644457	2020/04/28	CONSTRUCTION LIEN	\$70,372	VIA TRIM & DOORS INC.		C
PR3664130	2020/06/15	CERTIFICATE		VIA TRIM & DOORS INC.		C
		REMARKS: PR3644457				
PR3670944	2020/06/30	CONSTRUCTION LIEN	\$57,376	DAVCO DRYWALL SYSTEMS INC.		C
PR3671552	2020/07/02	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE, BRAMPTON	GOLDEN TOWN COMPANY LIMITED	C
		REMARKS: TO GRANT AN EASEMENT OVER THE LANDS AS SPECIFIED IN THE COURT ORDER				
PR3671684	2020/07/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ROSEN GOLDBERG INC.	C
		REMARKS: APPOINTS RECEIVER				
PR3677687	2020/07/20	CONSTRUCTION LIEN	\$29,832	ULTRA ROOFING 1 INC.		C
PR3692824	2020/08/26	CONSTRUCTION LIEN	\$54,257	2078644 ONTARIO INC.		C
PR3707147	2020/09/25	CERTIFICATE		2078644 ONTARIO INC.		C
		REMARKS: PR3692824				
PR3713157	2020/10/06	CERTIFICATE		ULTRA ROOFING 1 INC.	CAMILLA COURT HOMES INC.	C
		REMARKS: PR3677687				

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13348-0589 (LT)

PAGE 7 OF 7  
PREPARED FOR Marlene01  
ON 2020/12/29 AT 11:27:28

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3749324	2020/12/11	APL VESTING ORDER	\$1,702,654	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERRCIAL LIST)	BHAWNANI, JANAK BHAWNANI, SHARMILA	

# Appendix E



ROSEN GOLDBERG  
INSOLVENCY & RESTRUCTURING

Court File No. CV-20-00643021-00CL

**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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*,  
R.S.O. 1990, C. C30**

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BETWEEN:

**C & K MORTGAGES SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**SECOND REPORT OF ROSEN GOLDBERG INC.**

## I. INTRODUCTION

1. By Order of the Honourable Justice Conway dated July 2, 2020 (the “**Appointment Order**”), Rosen Goldberg Inc. was appointed receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act*, and trustee, pursuant to section 68 of the *Construction Act* (in such capacities, collectively, the “**Receiver**”), of all of the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. (“**Camilla**”) and Elite Homes Inc. (“**Elite**” and together with Camilla, collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the lands and premises municipally known as 180 Mateo Place Mississauga, Ontario (the “**Mateo Property**”) and 2371 Camilla Road, Mississauga, Ontario (the “**Camilla Property**” and together with Mateo Property, collectively, the “**Properties**” and , individually, a “**Property**”) and all proceeds thereof. A copy of the Appointment Order is attached as **Appendix A**.

## II. TERMS OF REFERENCE

2. In preparing this Second Report, the Receiver has relied upon information from third party sources (collectively, the “**Information**”). Certain information contained in this Second Report may refer to, or be based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this proceeding, the Receiver has relied on this Information, and to the extent possible reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

### III. PURPOSE OF REPORT

3. This Second Report is being filed by the Receiver to:
  - (a) report on and obtain approval of the activities of the Receiver described in the Receiver's First Report dated August 17, 2020 (the "**First Report**"), and the activities described in this Second Report including, without limitation, the steps taken by the Receiver to market and sell the Properties;
  - (b) seek approval of the transaction (the "**Camilla Transaction**") contemplated in the Offer to Purchase made by Parmjit Sandhu and Sukhdeep Sandhu (the "**Camilla Purchasers**") on September 1, 2020 and accepted by the Receiver on September 2, 2020 (the "**Camilla APS**"), for the sale of the Camilla Property and an Order vesting the Debtors' right, title and interest in the Camilla Property in and to the Camilla Purchasers upon the closing of the Camilla Transaction;
  - (c) seek approval of the transaction (the "**Mateo Transaction**") contemplated in the Offer to Purchase made by Janak Bhawnani and Sharmila Bhawnani (the "**Mateo Purchasers**") on September 10, 2020 and accepted by the Receiver on September 11, 2020 (the "**Mateo APS**"), for the sale of the Mateo Property and an Order vesting the Debtors' right, title and interest in the Mateo Property in and to the Mateo Purchasers upon the closing of the Mateo Transaction;
  - (d) obtain authorization to distribute the net sale proceeds from the Camilla Transaction to the Applicant C & K Mortgages Services Inc. (the "**First Mortgagee**") to partially satisfy the first mortgage registered (the "**First Mortgage**") against the Properties;

- (e) obtain authorization and direction, *nunc pro tunc*, for the Receiver to redact from the First Report served on the parties named in the service list, (i) the letter of opinion of Right at Home Realty, a copy of which is attached as **Confidential Appendix 1** to the First Report; and (ii) the Receiver's projected realization and distribution attached as **Confidential Appendix 2** to the First Report;
- (f) obtain a sealing of the unredacted version of the First Report, including the Confidential Appendices 1 and 2 to the First Report filed with this Court from the public record, until the closing of the Mateo Transaction or further Order of this Court.
- (g) obtain authorization and direction, *nunc pro tunc*, for the Receiver to redact from the Second Report served on the parties named in the service list, (i) the summary of offers received in respect of the Mateo Property, which is attached as **Confidential Appendix 1**; and (ii) the unredacted Mateo APS, a copy of which is attached as **Confidential Appendix 2**;
- (h) obtain a sealing of the unredacted version of the Second Report, including the Confidential Appendices 1 and 2 filed with this Court from the public record, until the closing of the Mateo Transaction or further Order of this Court; and
- (i) obtain direction to the law firm Garfinkle Biderman LLP to pay to the Receiver all funds it is holding in trust on account of holdback under the *Construction Act* from advances made under the First Mortgage.

#### **IV. BACKGROUND**

4. Camilla is the registered owner of the Properties. Elite was a Tarion-registered builder. The Properties are located within a residential common area condominium. At the time of the Receiver's appointment, the Debtors were building single family homes on each of the Properties. The home on the Mateo Property was very close to complete. The home on the Camilla Property was approximately 35% complete.
5. The First Mortgage was registered on November 11, 2018 and originally blanketed six separate parcels comprising the Debtors' residential development, including the Properties. The Receiver understands that the proceeds of the First Mortgage were used to repay a prior first-ranking mortgage, a prior second-ranking mortgage and to fund construction.
6. Prior to the Receiver's appointment, the First Mortgage was partially discharged against four of the six parcels as and when homes were completed and sold and proceeds were received by the First Mortgagee, such that the only hard security that remained for the First Mortgage at the time of the Receiver's appointment were the Camilla Property and the Mateo Property.
7. The First Mortgage matured on May 15, 2020 and was not repaid.
8. In mid-June of 2020, the Debtors' principal informed the First Mortgagee that Elite had entered into agreements of purchase and sale to sell Properties, and required a discharge of the First Mortgage in order to complete the sales notwithstanding that the proceeds of sale would be insufficient to satisfy the First Mortgage. The Receiver understands that the Debtors' principal informed the First Mortgagee that the deficiency arose because he had used approximately

\$400,000 of a deposit paid directly to Elite by Jeremy Tan (“**Mr. Tan**”), the purchaser of the Mateo Property, to fund construction and did not have funds available to replace the deposit.<sup>1</sup>

9. The maturity of the First Mortgage, the insufficiency of the proceeds payable under the agreements of purchase and sale to satisfy the First Mortgage, as well as the registration of a number of construction liens against the Properties, prompted the First Mortgagee to apply for the Receiver’s appointment.
10. The Receiver’s application was brought on notice to Mr. Tan. Justice Conway, in her endorsement, held that it was just and convenient to appoint the Receiver to take possession and control of the Properties, finance the remaining construction as necessary and then market and sell the Properties, taking into account the interests of the various stakeholders, notwithstanding that she was sympathetic to the plight of the purchasers. A copy of Her Honour’s endorsement is attached as **Appendix B**.
11. In early July of 2020, the Receiver notified Mr. Tan that it did not intend to complete the sale of the Mateo Property to him pursuant to his agreement of purchase and sale with Elite (the “**Tan APS**”).
12. The Receiver’s disclaimer of the Tan APS prompted Mr. Tan to move to compel the Receiver to complete the Tan APS. Mr. Tan’s motion was heard by the Honourable Justice Dietrich on August 21, 2020. On August 27, 2020, Her Honour dismissed the motion on the basis that Justice Conway was well aware of Mr. Tan’s concern and the real possibility that the Tan APS would be disclaimed, but Mr. Tan did not take steps to appeal the Appointment Order. Justice Dietrich also held that the equities did not justify subordinating the legal priority of the First Mortgage and rejected Mr. Tan’s argument that the Receiver breached its fiduciary duty to take into

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<sup>1</sup> The Receiver has not undertaken an analysis to determine whether the proceeds of the deposit were, in fact, used to fund construction.

account the interests of the stakeholders in the Debtor's estates in deciding to disclaim the Tan APS. A copy of Her Honour's endorsement is attached as **Appendix C**. A copy of Her Honour's Order (the "**August 27 Disclaimer Order**") is attached as **Appendix D**.<sup>2</sup>

13. On September 14, 2020, Mr. Tan's counsel notified the Receiver that he was finalizing instructions to appeal the August 27 Disclaimer Order. On September 17, 2020, Mr. Tan's counsel served a Notice of Motion in the Court of Appeal to extend the 10 day period prescribed for filing a notice of appeal under the *BIA* and for directions on whether leave is required to appeal the August 27 Disclaimer Order. Mr. Tan's motion is currently returnable on October 8, 2020.

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<sup>2</sup> The Receiver's First Report was filed in response to Mr. Tan's motion before Justice Dietrich, rather than in connection with a motion for approval of the Receiver's activities. For that reason, the Receiver now seeks approval of the activities described in both the First Report and the Second Report.

**V. FINANCIAL ENCUMBRANCES AGAINST PROPERTIES**

14. The Camilla Property is currently subject to the following financial encumbrances in the following order:

	<b>Nature of Instrument</b>	<b>Holder of Instrument</b>	<b>Face Amount</b>
1.	First Mortgage	First Mortgagee	\$5,800,000.00
2.	Second Mortgage	Shazad Bilwani	\$ 920,000.00
3.	Construction Lien	Canadian Choice Home Services Inc.	\$ 18,732.00
4.	Construction Lien	Super Save Toilet Rentals Inc.	\$ 3,909.00
5.	Construction Lien	Via Trim & Doors Inc.	\$ 70,372.00
6.	Construction lien	Davco Drywall Systems Inc..	\$ 57,376.00
7.	Construction Lien	Ultrar Roofing 1 Inc.	\$ 31,075.00
8.	Construction Lien	2078644 Ontario Inc.	\$ 54,257.00

15. The Mateo Property is currently subject to the following financial encumbrances in the following order:

	<b>Nature of Instrument</b>	<b>Holder of Instrument</b>	<b>Face Amount</b>
1.	First Mortgage	First Mortgagee	\$5,800,000.00
2.	Second Mortgage	Shazad Bilwani	\$ 920,000.00
3.	Construction Lien	Via Trim & Doors Inc.	\$ 70,372.00
4.	Construction lien	Davco Drywall Systems Inc..	\$ 57,376.00
5.	Construction Lien	Ultrar Roofing 1 Inc.	\$ 29,832.00
6.	Construction Lien	2078644 Ontario Inc.	\$ 54,257.00

16. According to the First Mortgagee, as at September 27, 2020, the amount outstanding under the First Mortgage was \$2,2649,693.40. As reported in the First Report, the Receiver obtained an opinion from its independent counsel, Blaney McMurtry LLP, regarding the First Mortgage. Subject to the customary qualifications, Blaney McMurtry LLP opines that the First Mortgage is valid and enforceable.
17. As of this date, the Receiver has had no communication with the second mortgagee and has not considered whether the second mortgage is valid or enforceable. The Receiver has also not yet considered the timeliness and validity of the construction liens registered against the Properties.

## **VI. ACTIVITIES OF THE RECEIVER**

18. The Receiver has undertaken the following activities since its appointment, in addition to those described in its First Report:
  - Numerous attendances at and inspections of the Properties;
  - Dealt with insurance;
  - Communicated with creditors;
  - Communicated with pre-receivership purchasers, including Mr. Tan and his counsel;
  - Dealt with repairs to and completion of the home on the Mateo Property;
  - Implemented a marketing and sale process in respect of the Mateo Property;
  - Listed the Mateo Property for sale;
  - Ongoing communications with the Receiver's listing agent;
  - Ongoing communications with counsel regarding Mr. Tan's motions;
  - Attended the hearing before Justice Dietrich;
  - Negotiated the sale of the Camilla Property;
  - Reviewed offers to purchase the Mateo Property;

- Negotiated the sale of the Mateo Property;
- Ongoing consultations and communications with the First Mortgagee;
- Ongoing communications with the Receiver's legal counsel;
- Dealt with condominium issues; and
- Prepared statutory reports.

## **VII.     MARKETING AND SALE PROCESS**

### **Camilla Property**

19. Prior to the Receiver's appointment, the Camilla Property was subject to an agreement of purchase and sale between Elite and the Camilla Purchasers for a purchase price of \$1,680,000.00, including HST. Following its appointment, the Receiver notified the Camilla Purchasers that it intended to disclaim their pre-receivership agreement and would be considering its options, in terms of completing construction of the home, or selling the Camilla Property on an "as is, where is" basis. The Camilla Purchasers advised the Receiver that they were interested in purchasing the Property and completing construction on their own, as they wished to live in the area and had placed their children in local schools.
20. The Receiver performed an analysis to assess the projected net realizations that would be achieved by completing the construction of the house as compared to selling the Camilla Property on an "as is, where is" basis. In preparing its analysis, the Receiver considered, in consultation with its listing broker, the likely selling price of a completed house, the cost to complete, the cost of borrowings to complete and the associated incremental transactional costs. The Receiver also considered the selling price of comparable lots in the area.

21. Based on its analysis, the Receiver concluded that there could be a marginal benefit to completing the construction of the home, but the benefit was insufficient to mitigate the risks of cost overruns, construction delays and a decline in the real estate market. The Receiver's analysis is attached as **Appendix E**. The Receiver discussed its analysis and recommendation with the First Mortgagee, who would likely have had to fund the cost to complete. The First Mortgagee concurred that the Camilla Property should be sold "as is, where is."
22. After lengthy negotiations with the Camilla Purchasers, the Receiver entered into the Camilla APS on September 2, 2020, a copy of which is attached as **Appendix F**.
23. The salient terms of the Camilla Transaction are as follows:
  - The purchase price is \$1,125,000.00, inclusive of HST;
  - The Receiver is holding a deposit of \$75,000.00;
  - It is unconditional by virtue of the Camilla Purchaser's waiver of conditions; and
  - The parties have agreed to close on October 7, 2020;
24. The Receiver recommends that this Honourable Court approve the Camilla APS for the following reasons:
  - Based on the Receiver's due diligence, the purchase price is fair;
  - The quick closing will avoid further interest accrual under the First Mortgage;
  - The First Mortgagee, who will be suffering a shortfall, supports the sale; and
  - The Receiver does not believe that further exposure will achieve superior realization.

### **Mateo Property**

25. The Receiver undertook various work to complete and repair the home on the Mateo Property to enhance its saleability. When the work was substantially completed, the Receiver entered into a listing agreement on August 18, 2020 with Art Cassidy of Right At Home Realty, an experienced broker of residential properties in Mississauga. The listing price was \$1,898,000. The Receiver decided that no offers would be considered until September 10, 2020. The date was stipulated to protect Mr. Tan's ten day right to file an appeal of the August 27 Disclaimer Order under the *BIA*, which expired on September 8, 2020.
  
26. The Receiver's listing broker undertook the following marketing activities in relation to the Mateo Property:
  - Staged the house with furniture and accessories;
  - Listed the Property on MLS;
  - Prepared floor plans and measurements of each room;
  - Prepared a brochure;
  - Prepared a virtual tour;
  - Placed signage at the Property; and
  - Marketed on various sites including Realtor.ca and Zillow.com.
  
27. As a result of these activities, there were 34 showings and ultimately four offers were received. A summary of the offers is attached as **Confidential Appendix 1**.

28. After reviewing the offers, the Receiver entered into the Mateo APS on September 11, 2020, a redacted copy of which is attached as **Appendix G**. An unredacted copy is attached as **Confidential Appendix 2**.
29. The Mateo APS is unconditional. Under its terms, the Mateo Property is being sold on an “as is, where is” basis. The Receiver is holding a deposit of \$200,000. The closing date is November 5, 2020, which will allow the Receiver to complete the remaining work required and obtain an occupancy certificate.
30. The Receiver recommends that the Mateo APS be approved for the following reasons:
  - The Property was widely exposed in a common manner for properties of this nature;
  - The purchase price payable is the highest price offered;
  - The First Mortgagee, who will be suffering a shortfall, supports the sale;
  - The Receiver does not believe that further exposure will achieve superior realization;  
and
  - The closing date is sufficiently far out that it will not interfere with Mr. Tan’s motion to the Court of Appeal on October 8, 2020.

#### **VIII. PROPOSED INTERIM DISTRIBUTION TO FIRST MORTGAGEE**

31. The Receiver proposes to distribute the net sale proceeds from the Camilla Transaction and the Mateo Transaction to partially satisfy of the First Mortgage.
32. The Receiver was recently advised that Garfinkle Biderman LLP, who acted for the First Mortgagee in registering the First Mortgage and advancing funds thereunder, is holding,

\$223,536 in trust on account of holdback pursuant to the *Construction Act*. Based on the Receiver's review, the quantum of funds held back appears to exceed the aggregate lien claims. Prior to making any further distributions, the Receiver will prepare an analysis of the liens claims and move for directions.

33. In the meantime, the funds held by Garfinkle Biderman LLP should be controlled by the Receiver and it, therefore seeks, an Order directing Garfinkle Biderman LLP to pay them to the Receiver. The First Mortgagee has confirmed that it does not oppose such Order.

#### **IX. COMMON AREA CONDOMINIUM**

34. The development on which the Properties are situated is located within a registered common area condominium. The Receiver understands the condominium corporation was managed by the Debtors and that there are significant arrears of fees owing to the condominium corporation. The Receiver has asked the Debtors' principal to provide pertinent information relating to the condominium corporation, including banking records, most of which has been received. The Receiver is working towards establishing a proper accounting and operation of the condominium corporation.

#### **X. STATEMENT OF RECEIPTS AND DISBURSEMENTS**

35. The Receiver's statement of receipts and disbursements for the period of July 2, 2020 to September 30, 2020 is attached as **Appendix H**.

**XI. CONCLUSION**

36. For reasons set out above, the Receiver recommends that this Honourable Court grant the relief requested in paragraph 3 hereof.

All of which is respectfully submitted,

Dated at Toronto, Ontario, this 2nd day of October, 2020.

**ROSEN GOLDBERG INC., SOLELY IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER OF  
CAMILLA COURT HOMES INC. AND ELITE HOMES INC.**

*Rosen Goldberg Inc.*

# Appendix F

**Properties**

<i>PIN</i>	13348 - 0585	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK A, PL A27, DES PTS 5 & 14 , PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT IN GROSS AS IN PR2640846 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 14, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA			
<i>Address</i>	MISSISSAUGA			
<i>PIN</i>	13348 - 0595	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK A, PL A27, PTS 26 & 27, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 26, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA			
<i>Address</i>	MISSISSAUGA			
<i>PIN</i>	13348 - 0589	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK A, PL A27, DES PTS 4, 15, 20 & 21, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 20 & 21, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130176; SUBJECT TO AN EASEMENT OVER PARTS 15 & 21, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA			
<i>Address</i>	MISSISSAUGA			
<i>PIN</i>	13348 - 0596	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK A, PL A27, PTS 6, & 13, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 13, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA			
<i>Address</i>	MISSISSAUGA			
<i>PIN</i>	13348 - 0587	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK A, PL A27, DES PTS 2, 17 & 18, PL 43R35816; SUBJECT TO AN EASEMENT IN GROSS OVER PART 18, PL 43R35816 AS IN PR2477172; SUBJECT TO AN EASEMENT IN GROSS AS IN PR1987587; SUBJECT TO AN EASEMENT AS IN PR2057203; SUBJECT TO AN EASEMENT AS IN PR2640845; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1017; TOGETHER WITH AN EASEMENT OVER PART BLOCK A, PLAN A27, DESIGNATED AS PARTS 1, 22, 23 & 24, PLAN 43R35816 AS IN PR3130178; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 43R35816 IN FAVOUR OF LOT 1, PLAN 846, DESIGNATED AS PARTS 1 & 2, PLAN 43R37562 AS IN PR3130488; SUBJECT TO AN EASEMENT OVER PARTS 2 TO 21 & 26 & 27, PLAN 43R35816 IN FAVOUR OF PART OF BLOCK A. PLAN A27, DESIGNATED AS PARTS 25, 28 & 29, PLAN 43R35816 AS IN PR3155396; CITY OF MISSISSAUGA			
<i>Address</i>	MISSISSAUGA			

**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 CAMILLA COURT HOMES INC.  
Address for Service 211 Grand Vellore Crescent  
Vaughan, Ontario  
L4H 0N9

I, Junaid Sadiq, President, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Name ELITE HOMES INC.  
Address for Service 211 Grand Vellore Crescent  
Vaughan, Ontario  
L4H 0N9

I, Junaid Sadiq, President, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

Capacity

Share

Name C & K MORTGAGE SERVICES INC.  
Address for Service 1670 Bayview Avenue  
Suite 400  
Toronto, Ontario M4G 3C2

**Statements**

Schedule: See Schedules

**Provisions**

Principal	\$5,800,000.00	Currency	CDN
Calculation Period	monthly not in advance		
Balance Due Date	2019/11/15		
Interest Rate	9.5%		
Payments			
Interest Adjustment Date	2018 11 15		
Payment Date	15th day of each month		
First Payment Date	2018 12 15		
Last Payment Date	2019 11 15		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Junaid Sadiq		

**Signed By**

Kimberly Anne Gabriel	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	acting for Chargor(s)	Signed	2018 11 16
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Tel 416-869-1234

Fax 416-869-0547

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

GARFINKLE, BIDERMAN LLP	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	2018 11 16
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Tel 416-869-1234

Fax 416-869-0547

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
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**Fees/Taxes/Payment**

Total Paid \$64.40

**File Number**

Chargee Client File Number : 2677-520

## SCHEDULE "A" - Additional Provisions

### 1. Letter of Commitment

Any reference in this Charge to the Commitment Letter or Letter of Commitment (the "Commitment Letter" or "Letter of Commitment") shall mean the Commitment Letter referable to this transaction dated October 16, 2018 (and any amendments thereto, if applicable).

This Charge shall secure any and all amounts owing by the Chargor to the Chargee pursuant to the Letter of Commitment.

All provisions of the Letter of Commitment are hereby incorporated into this Charge.

Any default by the Mortgagor with regard to any provision of the Letter of Commitment shall constitute a default under this Charge.

### 2. Interest Rate

The mortgage shall bear interest at the rate of 9.5% per annum, compounded and payable monthly, not in advance. Interest at the aforesaid rate on the amounts advanced from time to time shall be payable on the 15th day of each and every month throughout the term of the Charge and the principal sum (with all unpaid accrued interest) shall become due and payable on November 15, 2019. The parties hereto acknowledge and agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder.

In case default shall be made in payment of any sum to become due for interest at any time appointed for payment in this Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity and judgment, shall bear interest at the rate provided for in this Charge. In the event the interest and compound interest are not paid one month from the time of default, a rest shall be made, and compound interest at the rate provided for in this Charge shall be payable on the aggregate amount then due, as well after as before maturity and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Property.

The Chargee shall have the right to deduct from any advance, interest from the date of advance to the interest adjustment date.

### 3. Prepayment Privilege

Provided that this Charge shall be closed for a period of three months and thereafter, if the Charge is not in default, the Chargor shall have the right of prepaying the whole amount hereby secured upon one month's written notice by the Mortgagor to the Mortgagee and further upon payment of one month's interest on the amount so prepaid as a bonus.

### 4. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee on the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes default in the payment of principal, interest or other monies secured by any other Charges registered against the Charged Property whether in priority to or subsequent to this Charge;
- (c) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (d) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material

respect;

- (e) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (f) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- (g) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (h) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- (i) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (j) the property hereby mortgaged and charged (the "Charged Property") or any part thereof, other than sales of lots containing fully completed single family dwellings to bona fide purchasers for value, where partial discharges have been requested from the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (k) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee when due;
- (l) the Chargor makes any default with regard to any provision of the Commitment Letter.

##### **5. Chargee May Remedy Default**

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

##### **6. Construction Liens**

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

##### **7. Construction Loan**

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld;
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction;
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law;
- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed;
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services;
- (f) At all times there shall be sufficient funds unadvanced under this Charge to complete the construction as well as a holdback of ten (10%) with respect to work already completed.

8. **Environmental**

- (a) "Hazardous Substances" includes:
  - (i) any substances that, if added to any water or emitted into the air would create or contribute to the creation of a condition of such water or air that is detrimental to its use by or to the health, safety or welfare of persons or animals or cause damage to plant life or Charged property;
  - (ii) any radioactive materials or explosives;
  - (iii) any substances declared from time to time to be hazardous, dangerous or toxic under any applicable federal, provincial or municipal law, by-law, regulation or other enactment, including without limitation, asbestos; and
  - (iv) any other substances which is or may become hazardous, toxic or dangerous to persons or Charged property.

- (b) The Chargor hereby represents, warrants, covenants and agrees to and with the Chargee that:
- (i) to the best of the knowledge of the Chargor after due and diligent inquiry, there are no Hazardous Substances on the Charged property no Hazardous Substances have ever been used, stored or located on the Charged property and no part of the Charged property is or has ever been contaminated by any Hazardous Substances;
  - (ii) no Hazardous Substances shall be brought onto or used on the Charged property without the prior written consent of the Chargee;
  - (iii) any Hazardous Substances brought onto the Charged property or used by any person on the Charged property shall be transported, used and stored only in accordance with all applicable laws, regulations, by-laws and other lawful requirements, prudent industrial standards and any other requirements of the Chargee;
  - (iv) no use of the Charged property will be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property or permit any policy of insurance in respect to the Charged property to be cancelled; and
  - (v) the Chargor shall promptly notify the Chargee as soon as it knows or suspects that any Hazardous Substances have been brought onto the Charged property or that there is any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property.
- (c) The Chargor shall indemnify and save harmless the Chargee, its officers, directors, employees, agents and shareholders against and from all loss, costs and damages (including, without limitation, all legal fees and disbursements) which they or any of them may suffer, incur or become liable for by reason of or arising out of the use, generation, storage, escape, seepage, leakage, spillage, release, disposal or presence on, from or under the Charged property of any Hazardous Substances including, without limitation the cost of any reports as to compliance with or breach of the provisions of this paragraph 8 which the Chargee, acting reasonably may obtain at any time and from time to time.

9. Miscellaneous

The Chargor agrees as follows:

- (a) The Chargor shall keep the Charged Property and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, respectively, and the Chargee may, whenever it deems necessary, by its agent, enter upon and inspect the Charged Property and make such repairs as it deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate aforesaid shall be added to the Charge debt and be payable forthwith and be a charge upon the Charged Property prior to all claims thereon subsequent to this Charge.
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested including, within one hundred and twenty (120) days of the end of each fiscal year of the Chargor, furnishing to the Chargee audited financial statements prepared at the expense of the Chargor and, additionally, within one hundred and twenty (120) days of the end of the fiscal year of the operation of the Charged Property by the Chargor, furnishing to the Chargee an audited annual operating statement prepared at the expense of the Chargor, which statement, notwithstanding the generality of the foregoing, shall set forth the gross rents and other revenue derived by the Chargor from the Charged Property, the costs and expenses of the operation and maintenance of the Charged Property and such information and explanation in respect

of the foregoing as may be required by the Chargee and such statements shall be required to be prepared by a duly qualified chartered accountant and/or certified public accountant suitable to the Chargee and the correctness of such statements shall be duly supported by the affidavit of a director or officer of the Chargor.

- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

**10. Restriction on Transfer**

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Mortgagor or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable.

**11. Assignment of Condominium Voting Rights**

In the event that the property or any part thereof is or becomes a unit within a Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the said Condominium Corporation, in the place of and on behalf of the Chargor, and the Chargor hereby assigns unto the Chargee all such voting rights.

In the event that the property or any part thereof is or becomes a Common Element Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the said Common Element Condominium Corporation in the place of and on behalf of the Chargor, to the extent that the Chargor would have such rights, and the Chargor hereby assigns unto to the Chargee all such voting rights.

The Chargor agrees that voting control of the Chargor shall not change during the currency of this loan without the prior written consent of the Chargee.

**12. Subsequent Financing**

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee which consent shall not be unreasonably withheld.

**13. NSF and Late Payment Charge**

In the event that any payment is returned to the lender for any cause whatsoever, including there being insufficient funds in the borrower's account to cover same, the lender will be entitled to reimbursement for all bank charges related to the dishonoured cheque in addition, the lender or administrator's time for collection will be charged at a rate of \$300 per hour and all time will be docketed and charged to the borrower's account. These charges will apply to all administration costs related to any default under the mortgage including but not limited to collection costs related to late payments, insurance cancellation and work orders affecting the property. All payments (other than regular monthly payments of interest) must be received no later than 1:00 PM or they shall be deemed earned the following business day. Payments being made on a Friday or on a business day preceding a statutory holiday must be received no later than 11:00 AM or they shall be deemed earned the following business day. For greater certainty, if funds are not received before the times stipulated herein, interest will continue to accrue to the next bank business day. All payments not made by the due date will be subject to the lender's administration costs in processing same.

**14. Default**

In the event default is made in the payment of any principal money, at the time or times provided herein, the Chargee will not be required to accept payment of the principal monies without first receiving three (3) months notice in writing or receiving three (3) months interest bonus in advance payment of the principal monies.

**15. Manager's Fee**

In the event of default herein, Rescom Capital will be appointed as the Chargee's

Manager, at the Chargee's discretion and will be entitled to a fee of \$300.00 per hour for its services and such fee will be charged to the Chargor's account, and added to the amount owing under this Charge.

**16. Post-dated Cheques**

The Chargor shall supply a series of post-dated cheques to each of the Chargee(s) (or as directed) on or before the advance and any renewal or extension thereof.

**17. Statement Charge**

The Chargor shall pay to the Chargee the sum of \$100.00 for every statement requested by the Chargor, or any party on behalf of the Chargor or any party interested in the Charged Property and provided by the Chargee.

**18. Commencing of Proceedings**

The Chargor shall pay to the Chargee (exclusive of legal costs) the sum of \$500.00 for each and every instance the Chargee is required to institute default or enforcement proceedings under this Charge.

**19. Insurance**

Without limiting the generality of any provision of this Charge, the Chargor shall carry such liability, rental, boiler, fire and other insurance coverage in such amounts as required by the Chargee. Written evidence of continuance of such insurance from the insurer under such policy or policies to the effect that coverage has been extended for a minimum of at least one year and all premiums with respect to such extended term of such coverage have been paid for in full shall be produced to the Chargee at least thirty (30) days before expiration of any term of such respective policy; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided in this Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the Charged Property together with a penalty of \$500.00.

Notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any moneys becoming payable pursuant to an insurance policy with respect to buildings located on the Charged Property, the Chargee may at its option require the said moneys to be applied by the Chargor in making good the loss or damage in respect of which the money is received, or in the alternative, may require that any or all of the moneys so received to applied in or towards satisfaction of any or all of the indebtedness secured hereunder whether or not the same has become due.

Provided also that the covenant for insurance hereinbefore contained shall provide that loss, if any, shall be payable to the said Chargee, as its interest may appear, subject to the Chargee's standard form of mortgage clause or the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance and form part thereof.

**20. Payment of Taxes**

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "Taxes") chargeable against the Charged Property, the Chargor covenants and agrees with the Chargee that:

- (a) The Chargee may deduct from any advance of the moneys secured by this Charge an amount sufficient to pay the Taxes which have become due and payable during any calendar year;
- (b) The Chargee may at its sole option estimate the amount of the Taxes chargeable against the Charged Property payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such Taxes on the dates on which instalments of principal and interest are payable during the term of this Charge commencing with the 1st day of the first full month of the term of this Charge. The Chargee may at its option apply such payments to the Taxes so long as the Chargor is not in default under any covenant or agreement contained in this

Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of Taxes more often than yearly. Provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before the same shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payment of the principal and/or interest in default. If the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose.

- (c) In the event that the Taxes actually charged in one (1) calendar year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of any credit held by the Chargee for the said Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear the same rate of interest as aforesaid until repaid by the Chargor.
- (d) The Chargor shall transmit to the Chargee forthwith after receipt of same the assessment notices, Tax bills and other notices affecting the imposition of Taxes upon the Charged Property
- (e) In no event shall the Chargee be liable for any interest on any amount paid to it as hereinbefore required and the moneys so received may be held with its own funds pending payment or application thereof as hereinbefore provided, provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.
- (f) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting out of any late payment of current Tax instalments or any arrears of Taxes, and at no time shall such penalty be the responsibility of the Chargee.
- (g) The Chargor shall deliver to the Chargee on or before December 31st in each such calendar year, written evidence from the taxing authority having jurisdiction with respect to the municipal realty Taxes levied and assessed against the Charged Property, such evidence to be to the effect that all Taxes for the current calendar year and any preceding calendar year have been paid in full. In the event of the failure of the Chargor to comply with the covenant as aforesaid, the Chargee shall be entitled to charge a servicing fee for each written enquiry directed to such taxing authority or the relevant taxation office for the purpose of ascertaining the status of the Tax account pertaining to the Charged Property, together with any costs payable to the taxing authority for such information. Such servicing fee is hereby agreed to be a fair and equitable one under the circumstances and is intended to cover the Chargee's administrative costs and shall not be deemed a penalty.

## 21. Appointment of a Receiver

NOTWITHSTANDING anything herein contained, it is declared and agreed that at 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 entering into possession of the Charged Property appoint in writing a receiver (the "Receiver" which term shall include a receiver/manager) of the Charged 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 such Receiver and appoint another in its place and stead, and in the making of any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby agrees and consents to the appointment of the Receiver of the Chargee's choice and without limitation, whether pursuant to this

Charge, the Mortgages Act, the Construction Lien Act or pursuant to the Courts of Justice Act (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Charged Property and every part thereof.

Upon the appointment of any such Receiver or Receivers from time to time the following provisions shall apply:

- (a) a statutory declaration of an officer of the Chargee as to default under the provisions of these presents shall be conclusive evidence thereof;
- (b) every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due with respect to the Charged Property, and every part thereof, whether in respect of any tenancies created in priority to these presents or subsequent thereto;
- (c) the Chargee may from time to time fix the remuneration of every such Receiver who shall be entitled to deduct same out of the Charged Property or the proceeds thereof;
- (d) each such Receiver shall, so far as concerns responsibility and liability for its acts or omissions, be deemed to be the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (e) the appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the effect of constituting the Chargee a chargee in possession with respect to the Charged Property or any part thereof;
- (f) the Receiver shall have the power to rent any portion of the Charged Property for such terms and subject to such provisions as it may deem advisable or expedient and in so doing such Receiver shall be acting as the attorney or agent of the Chargor and shall have the authority to execute any lease of any such premises in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever acts such Receiver may do in the Charged Property;
- (g) every such Receiver shall have full power to complete any unfinished construction upon the Charged Property;
- (h) any such Receiver shall have full power to carry on or concur in the carrying on of the business of the Chargor, and to employ and discharge such agents, workmen, accountants and other individuals or companies as are required to carry on the said business, upon such terms and with such salaries, wages or remuneration as it shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property;
- (i) any such Receiver shall have the power to sell or lease or concur in selling or leasing the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as to the Receiver may seem best and any such sale may be made from time to time as to the whole or any part of the Charged Property; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise as it shall deem proper;
- (j) any such Receiver shall have the power to borrow money to carry on the business of the Chargor or to maintain the whole or any part of the Charged Property, in such amounts as the Receiver may from time to time deem necessary and in so doing, the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;

- (k) any such Receiver shall have the power to execute and prosecute all suits, proceedings and actions which the Receiver in its opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (l) any such Receiver shall have the full power to manage, operate, amend, repair, alter or extend the Charged Property, or any part thereof, in the name of the Chargor for the purpose of securing the payment of rentals from the Charged Property or any part thereof;
- (m) any such Receiver shall not be liable to the Chargor to account: for moneys or damages other than cash received by it with respect to the Charged Property or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
  - (i) its remuneration;
  - (ii) all payments made or incurred by the Receiver in connection with the management, operation, amendment, repair, alteration or extension of the Charged Property or any part thereof;
  - (iii) in payment of interest, principal and other money which may from time to time be or become a charge upon the Charged Property in priority to moneys owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it with respect to the Charged Property or any part thereof;
  - (iv) in payment of all interest and arrears of interest and any other moneys remaining unpaid hereunder;
  - (v) the residue of any money so received by the Receiver shall be applied to the principal sum or any other amounts from time to time owing under this Charge;
  - (vi) subject to subparagraph (v) above, in the discretion of the Receiver, interest, principal and other moneys which may from time to time constitute a charge or encumbrance on the Charged Property subsequent in priority or subordinate to the interest of the Chargee under this Charge;

and that such Receiver may in its discretion retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing, and further, that any surplus remaining in the hands of the Receiver, after payments made and such reasonable reserves retained as aforesaid, shall be payable to the Chargor.

Provided that save as to moneys payable to the Chargor pursuant to subparagraph (m) of this Paragraph, the Chargor hereby releases and discharges the Chargee and every such Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by the Chargee or any such Receiver under the provisions of this Paragraph, unless such claim be the direct and proximate result of bad faith or gross neglect.

The Chargor hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitor so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or Receiver and/or with respect to the Charged Property in the same manner as if such documentation was duly executed by the Chargor itself.

## 22. Payments

- (a) All payments shall be applied firstly on account of interest calculated as

aforesaid on the balance of the principal amount outstanding from time to time except that in the case of default hereunder, the Chargee may then apply any payment(s) received during default in whatever order it may elect as between taxes, interest, repairs, insurance, legal fees (on a solicitor and client basis) or any other payments made on behalf of the Chargor. All payments and charges and fees upon which H.S.T. is chargeable shall include an additional H.S.T. component.

**23. Notice**

Any notice, election, demand, declaration or request which may or is required to be given or made pursuant to this Charge, shall (unless otherwise required by law or set out in this Charge) be given or made in writing and shall be served personally upon an individual party for whom it is intended or upon any executive officer of a corporate party for whom it is intended or mailed by prepaid registered mail:

(a) in the case of the Chargor at:

211 Grand Vellore Crescent  
Vaughan, Ontario  
L4H 0N9

Attention: Junaid Sadiq

(b) in the case of Chargee at:

c/o C & K Mortgage Services Inc.  
1670 Bayview Avenue  
Suite 400  
Toronto, Ontario  
M4G 3C2

or such other address (or in the case of a corporate party in care of such other officer) as any party may from time to time advise the other parties hereto by notice in writing as aforesaid. The date of receipt of any such notice, election, demand, declaration or request, shall be the date of delivery of such notice, election, demand or request if delivered personally or if mailed as aforesaid shall be deemed to be the third juridical day next following the date of such mailing. If at the date of any such mailing there is a general interruption in the operation of the postal service in the Province of Ontario which does or is likely to delay the delivery by mail of such notice, election, demand or request, it shall be served personally.

**24. Invalidity**

If any of the terms, covenants or conditions of this Charge shall be void for any reason, it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

**25. Power of Sale**

PROVIDED that in the event power of sale proceedings are taken, the Chargee as vendors may sell the property on terms and if the result is that any mortgages taken back are at a rate lower than the rate for the first and/or second mortgagee in the industry then the Chargee shall be entitled to sell these charges at a discount and the discount shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

# Appendix G

Rosen Goldberg Inc.; Receiver and Manager of  
Camilla Court Homes Inc. et al  
**Statement of Receipts and Disbursements**  
For the period July 2, 2020 to January 25, 2021

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**Receipts**

Sale of property	3,030,405
Funds received from Garfinkle Biderman	223,536
Receiver's borrowings	50,000
	<hr/>
	3,303,941

**Disbursements**

Legal fees	178,286
Repairs and maintenance	73,361
Real estate commission	68,106
Repayment of receiver's borrowings	50,000
HST paid	44,239
Receiver's fees	35,000
Insurance	3,385
Interest on receiver's borrowings	450
Filing fee	70
	<hr/>
	452,897

Excess of receipts over disbursements before the undernoted 2,851,044

Payment to first mortgagee 2,200,000

Funds on hand 651,044

This schedule is prepared on the cash basis and does not include the obligations of the Receiver.

# Appendix H

IN THE MATTER OF THE RECEIVERSHIP OF  
Camilla Court Homes Inc.

**AFFIDAVIT OF FEES**

I, Brahm Rosen, Chartered Professional Accountant and Licensed Trustee in Bankruptcy, of the City of Toronto, Province of Ontario, make oath and say as follows:

1. I am President of Rosen Goldberg Inc., the Receiver of the above mentioned estate, and as such have knowledge of the administration.
2. The total time charges of the Receiver relating to the administration of the estate amounted to \$66,488.00, exclusive of HST, as of January 28<sup>th</sup>, 2021.
3. Attached as Exhibit "A" and "B" to this Affidavit are schedules of time spent with standard rates of those employed by the Receiver for the period from June 18<sup>th</sup>, 2020 to January 28<sup>th</sup>, 2021 in its capacity as Receiver and a summary of services rendered, which describes in detail the services rendered by the Receiver in connection with the administration of the estate.

DATED at Toronto, Ontario this 29<sup>th</sup> day of January 2021.

SWORN before me at the  
City of Toronto, Province of Ontario,  
This 29<sup>th</sup> day of January 2021.

  
A commissioner, etc.

  
Brahm Rosen

**IN THE MATTER OF THE RECEIVERSHIP OF  
Camilla Court Homes Inc.**

**Summary of Total Time Charges  
For the Period June 18, 2020 to January 28, 2021**

B. Rosen	123.42 hrs at \$ 530.00 /hr	\$ 65,413.00
S. Goldberg	0.30 hrs at \$ 450.00 /hr	\$ 135.00
N. Mammoliti	11.75 hrs at \$ 80.00 /hr	\$ 940.00

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<b>Total time charges</b>	<b><u>135.47</u></b>	<b><u>\$ 66,488.00</u></b>
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This is Exhibit ".....A....." referred to in the  
affidavit of BRAHM ROSEN  
sworn before me at TORONTO, ONTARIO  
this 2<sup>nd</sup> day of January.....2021.

  
.....  
A Commissioner for taking Affidavits for Ontario

This is Exhibit ".....<sup>B</sup>....." referred to in the affidavit of BRAM ROSEN sworn before me at IN THE MATTER OF THE RECEIVERSHIP OF Camilla Court Homes Inc this 20<sup>th</sup> day of JANUARY, 2021 For the period of June 18, 2020 to January 28, 2021

Date	Last Name	Description	Hours	Fees
06/18/2020	Rosen	review material and draft order; attend Zoom court hearing; call with Gary Gruneir	2.00	1,080.00
07/02/2020	Rosen	attend Zoom court hearing; update case site; calls with Gary Gruneir and Eric Kis; call with David Preger; various emails re taking possession	3.10	1,643.00
07/03/2020	Rosen	emails from Melissa Li ; email from Kevin Li; call with Kevin Li; dealing with A&D; dealing with insurance	1.10	583.00
07/08/2020	Rosen	call with Gary Gruneir; call with David Preger; call with agent at Southby's; emails to Melissa Li re purchase	0.87	355.10
07/07/2020	Rosen	review sale agreement; call with the Tans; call with Gary Gruneir and Peter Santos; call with Gary Gruneir and Art Cassidy; call to Sotheby agent	1.55	821.50
07/08/2020	Rosen	call with Richard Macklin; email to Gary Gruneir; emails from and to Art Cassidy; call with David Preger	1.30	689.00
07/09/2020	Rosen	discussion with purchasers, emails from Art Cassidy; call with Gary Gruneir and Peter Santos; insurance	1.20	636.00
07/10/2020	Rosen	calls with creditors; call with Gary Gruneir; review listing agreement	1.20	636.00
07/13/2020	Rosen	call and email from Purchaser; call with Gary Gruneir and Eric Kiss	1.20	636.00
07/14/2020	Rosen	call with Gary Gruneir and Eric Kiss; call from trade supplier	0.33	174.90
07/15/2020	Rosen	letter to debtor re records; various emails; call with purchaser; call with Gary Gruneir	1.70	901.00
07/16/2020	Rosen	various emails from counsel to purchaser; emails from Pater Santos; receiver's report; call with purchaser	1.87	885.10
07/17/2020	Rosen	various emails re appeal of appointment order	0.35	185.50
07/20/2020	Rosen	emails re 180 Mateo	0.25	132.50
07/21/2020	DI Pede-Mammoliti	set up new estate in Ascend, prepare and fax request to BMO for new bank account; update Ascend with new bank account and label file folders	0.75	60.00
07/21/2020	Rosen	various emails re motion by purchaser and sales process	0.67	355.10
07/23/2020	Rosen	dealing with purchaser; conference call with counsel re issue raised by the Tans	1.00	530.00
07/24/2020	Rosen	calls and emails from purchaser; email to David Preger; email from Richard Macklin	0.45	238.50
07/27/2020	DI Pede-Mammoliti	email wire information to Brahm; process payment for Mountainview Security; confirm with BMO if wire payment was received; Update Ascend with wire payment receipt.	0.75	60.00

<b>Date</b>	<b>Last Name</b>	<b>Description</b>	<b>Hours</b>	<b>Fees</b>
07/27/2020	Rosen	call with Gary Gruneir; review invoice re repairs; dealing with Boorrowings	0.75	397.50
07/28/2020	Di Pede-Mammoliti	checking online to confirm if wire payment was received, deposited funds received via Depositedge, updated Ascend and log.	0.75	60.00
07/28/2020	Rosen	various emails re remediation work; DIP	1.20	636.00
07/29/2020	Di Pede-Mammoliti	notice reformatted and printed on letterhead, update Ascend with creditor list	1.50	120.00
07/29/2020	Rosen	call with David Preger; attendance at Zoom case conference re motion by purchaser	0.67	355.10
08/04/2020	Rosen	emails from and to Art Cassidy; deal with disbursements; call with Gary Gruneir; email re supplier of doors	0.40	212.00
08/06/2020	Rosen	review motion record; call with Gary Gruneir and Peter Santos; call with Art Cassidy; calls with unpaid vendors; email to David Preger re potential listing sale price	2.00	1,060.00
08/07/2020	Rosen	emails from Parm Sandhu; various emails from Art Cassidy; review motion record of Tan	1.10	583.00
08/10/2020	Di Pede-Mammoliti	received from Brahm signed affidavit of mailing notice of receivership to all creditors, scanned and saved to DM.	0.25	20.00
08/10/2020	Rosen	call with Gray Gruneir; meeting with Art Cassidy; review cases re disclaimer	1.20	636.00
08/11/2020	Rosen	various emails re Camilla Court motion; call with counsel for lien claimant	0.55	291.50
08/12/2020	Rosen	dealing with Letter of Opinion; emails from Art Cassidy; review motion record of S&K; update case site	2.00	1,060.00
08/13/2020	Rosen	various emails from Art Cassidy	0.55	291.50
08/14/2020	Rosen	draft first report	1.60	848.00
08/16/2020	Rosen	update draft report; prepare realization schedule; review Counsel's comments	1.00	530.00
08/17/2020	Rosen	finalize first report; review transcript from Tan examination; email to Parm Sandhu; call with Gary Gruneir	2.00	1,060.00
08/18/2020	Rosen	dealing with material for motion on August 21 re disclaimer of sale agreement; numerous emails from Eric Golden , David Preger and Richard Macklin	1.50	795.00
08/19/2020	Rosen	calls with Gary Gruneir; call with Suki and Parm Sandhu	0.60	318.00
08/20/2020	Rosen	review factum; various emails from David Preger and Eric Golden re motion	1.10	583.00
08/21/2020	Rosen	attendance at zoom motion; calls with Gary Gruneir; calls with David Preger and Eric Golden	5.00	2,650.00
08/24/2020	Rosen	call with Gary Gruneir and Harry Erlich; call with David Preger; emails to and from Eric Golden; emails from Art Cassidy	1.00	530.00

Date	Last Name	Description	Hours	Fees
08/25/2020	Rosen	dealing with creditor calls; emails and calls with Parm Sandhu	1.10	583.00
08/26/2020	Rosen	review various emails from Eric Golden and Richard Macklin	0.50	265.00
08/27/2020	Rosen	various emails and calls with Parm Sandhu; call and emails with Gary Gruneir; emails to Pater Santos; review reasons of Justice Dietrich	1.45	768.50
08/28/2020	Rosen	dealing with offer re Camilla Road; emails from and to Art Cassidy	1.00	530.00
08/30/2020	Rosen	dealing with offer on Camilla Road; emails from Art Cassidy	0.75	397.50
09/01/2020	Rosen	dealing with condo corp matters; dealing with offer on Camilla property; email from Art Cassidy re 180 Mateo	0.80	424.00
09/03/2020	Rosen	Letter to Sandra Morra	0.50	265.00
09/04/2020	Rosen	letter to Junaid Sadiq; emails from and to Art Cassidy; call with Kim Gabriel re condo corp issue	0.67	355.10
09/08/2020	Rosen	emails from and to Art Cassidy; emails from and to Junaid Sadiq	0.45	238.50
09/09/2020	Rosen	calls with Art Cassidy; calls with Nedko Petrov re sales process; dealing with condo corp issues	0.75	397.50
09/10/2020	Rosen	review offers; calls with David Preger ; calls with Gary Gruneir ; call with Art Cassidy	2.00	1,060.00
09/11/2020	Goldberg	Execute APS	0.30	135.00
09/11/2020	Rosen	dealing with offer on 180 Mateo Drive; emails re condo corp	0.55	291.50
09/14/2020	Rosen	review letter waiving of conditions re Camilla Court; review information sent by principal of company re condo corp and other issues; email re possible appeals	1.00	530.00
09/15/2020	Rosen	email from Paul Muchnik re Camilla sale	0.16	84.80
09/16/2020	Rosen	call with Gary Gruneir; various emails re appeal; review marketing summary from Art Cassidy; call with David Preger, Richard Macklin and Eric Golden	1.75	927.50
09/17/2020	Rosen	call with Gary Gruneir and Art Cassidy; call with Janak Bhawani	0.40	212.00
09/18/2020	Rosen	second report to court	2.00	1,060.00
09/21/2020	Rosen	call with Gary Gruneir; calls with Art Cassidy; call with Michael Mazzeca re creditor	1.10	583.00
09/22/2020	Rosen	drafting of second report; call with David Preger; email from and to Gary Gruneir; email to Kim Gabriel;	2.10	1,113.00
09/23/2020	Rosen	complete draft second report; calls with Gary Gruneir; review liens and schedule of advances	3.85	2,040.50

Date	Last Name	Description	Hours	Fees
09/24/2020	Di Pede-Mammoliti	prepared payment to Receiver General for filing fees, copied cheque, e-filed to the OSB	0.75	60.00
09/24/2020	Rosen	email communications with Janak Bhawnani	0.25	132.50
09/25/2020	Di Pede-Mammoliti	prepared detail time billing	0.75	60.00
09/25/2020	Rosen	review Tan Factum; call with David Preger re appeal material; email to Eric Kis re payout; prepare realization schedule	0.80	424.00
09/29/2020	Rosen	dealing with report; review appeal material ; call with David Preger; email to Lisa Corne; review payout statement	2.60	1,378.00
09/30/2020	Rosen	dealing with report; emails re appeal; emails from Parm Sandhu; call with Art Cassidy re closing and other; emails from Peter Santos; review order; update case site; email from Paul Muchnik re closing	1.75	927.50
10/01/2020	Rosen	dealing with Second report; email from and to Art Cassidy; call with Sandhu	1.15	609.50
10/02/2020	Rosen	second report; emails with Parm Sandhu ; review vesting order; emails re appeal; review Infor request from to be sent shareholders	1.95	1,033.50
10/06/2020	Rosen	review factum of C&K; review endorsement of Justice Koehnen	0.75	397.50
10/07/2020	Rosen	review and execute Camilla closing documents; call with Gary Gruneir; call with Kim Gabriel re trust funds and subsequent emails; call with David Preger re appeal; up date case site; email to Parm Sandhu; call with Art Cassidy; calculate amount to distribute to first mortgage; emails from and to Paul Muchnik re Camilla closing	2.25	1,192.50
10/08/2020	Rosen	attendance at Zoom appeal hearing; call with Gary Gruneir; call with David Prger; call with Eric Golden; dealing with interim distribution	3.60	1,908.00
10/09/2020	Rosen	dealing with distribution of funds	0.35	185.50
10/14/2020	Rosen	call with Art Cassidy; email from Janck Bhawnani	0.50	265.00
10/15/2020	Di Pede-Mammoliti	prepared courier to pick up documents and send to Paul Muchnik at Dickinson Wright LLP	0.25	20.00
10/15/2020	Rosen	emails to and from Paul Muchnik re Sandhu closing	0.20	106.00
10/16/2020	Rosen	email from and to Rogers; review quote from Art Cassidy	0.55	291.50
10/19/2020	Rosen	dealing with issues re 189 Mateo; condo corp	0.40	212.00
10/20/2020	Rosen	calls and emails re Mateo house appeal; call with Eric Golden	0.40	212.00
10/22/2020	Rosen	email from Janak Bhawnani	0.25	132.50

Date	Last Name	Description	Hours	Fees
10/23/2020	Rosen	read Justice Tulloch endorsement; various emails	0.50	265.00
10/26/2020	Rosen	call with Gary Gruneir and Hartry Erlich; call with David Preger and Eric Golden; update case site; various emails re appeal; emails from and to Mateo purchaser; review and sign extension to listing	1.40	742.00
10/27/2020	Rosen	emails with David Preger and Eric Golden re appeals; review notice of appeal and other documents; review Receiver's report	1.20	636.00
10/28/2020	Rosen	call with David Preger re appeal and filing of material	0.16	84.80
10/29/2020	Rosen	various emails and calls with counsel re appeal; call and email from creditors	1.70	901.00
10/30/2020	Rosen	various emails re appeal; update case site; dealing with trade suppliers claims	0.70	371.00
11/03/2020	Rosen	various emails exchanges re Dec 4 attendance re appeal	1.40	742.00
11/04/2020	Rosen	case conference re expedited appeal; various emails and calls with Gary Gruneir and Eric Golden; call with Gary Gruneir; review emails from Art Cassidy	2.20	1,166.00
11/05/2020	Rosen	review correspondence from creditor and respond	0.25	132.50
11/10/2020	Di Pede-Mammoliti	received an email from the insurance company inquiring on payment, forwarded email to Brahm, corresponding with insurance company via email regarding insurance payment.	0.75	60.00
11/10/2020	Rosen	review email from Richard Macklin; call with Eric Golden; call with David Preger	0.45	238.50
11/11/2020	Rosen	review information provided by Junaid Sadiq	0.75	397.50
11/12/2020	Rosen	emails from and to Junaud Sadiq and review information	0.30	159.00
11/13/2020	Rosen	review invoices; email to Art Cassidy	0.16	84.80
11/16/2020	Rosen	email exchange with Nilolov Radoslva re Madeira Drain; email from Peter Santos	0.40	212.00
11/17/2020	Rosen	email re inspection	0.16	84.80
11/19/2020	Rosen	call with Eric Golden; commence review of appeal material	1.10	583.00
11/20/2020	Rosen	review factum; call with Eric Golden; David Preger and David Seifer	1.85	980.50
11/23/2020	Rosen	call with David Ward re City of Mississauga issue	0.40	212.00
11/26/2020	Rosen	calls with Eric Golden	0.16	84.80

Date	Last Name	Description	Hours	Fees
11/27/2020	Rosen	review of factums; email communications with Eric Golden and David Preger; call with Eric Golden	1.45	768.50
11/28/2020	Rosen	review C&K factum	1.10	583.00
11/30/2020	Di Pede-Mammoliti	reviewed emails from Insurance company, set up and processed payment.	1.75	140.00
11/30/2020	Rosen	update case site, deal with HST and Tarion matters; emails to Junaid Sasiq; emails from and to Peter Santos	1.05	556.50
12/01/2020	Di Pede-Mammoliti	processed payment and set up courier for Insurance chq	0.50	40.00
12/01/2020	Rosen	dealing with invoices	0.16	84.80
12/02/2020	Rosen	review compendium of appellant; update case site	0.20	106.00
12/07/2020	Rosen	attendance at appeal; calls and emails with David Preger, Eric Golden and Gary Gruneir	3.00	1,590.00
12/08/2020	Rosen	review letter from City of Mississauga; calls and emails w Eric Golden re costs in appeal; call with Gary Gruneir; emails re closing	0.60	318.00
12/09/2020	Rosen	dealing wit PDI; call with David Preger re City of Mississauga issue and condo corp issue; closing matters; review emails of Richard Macklin and Eric Golden; call and emails to and from Paul Muchnik re HST	1.95	1,033.50
12/10/2020	Rosen	dealing with closing issues including HST payable and rebate; execution of documents; adjustments; realty taxes; call with Paul Muchnik and David Preger; call with Gary Gruneir; call with Art Cassidy; emails to and from Peter Santos; revise distribution calculation	3.20	1,696.00
12/11/2020	Di Pede-Mammoliti	received email of wire receipt, emailed Pina to confirm if payment was deposited into account, updated Ascend with amount received	0.75	60.00
12/11/2020	Rosen	dealing with closing; Tarion PDI issues; distribution; call with Art Cassidy; emails Peter Santos; complete HST rebate from	2.05	1,086.50
12/14/2020	Di Pede-Mammoliti	prepare wire payment to Dickinson Wright LLP update Ascend with payment issued	0.50	40.00
12/14/2020	Rosen	calls with Gary Gruneir; dealing with distribution; call from creditor; disbursements	1.00	530.00
12/15/2020	Rosen	emails communications with David Preger and Eric Golden re cost submissions	0.16	84.80
12/16/2020	Rosen	review email from David Ward re Coty of Mississauga issue and call with David Preger; dealing with release re Sothebys	0.25	132.50
12/17/2020	Di Pede-Mammoliti	emailed Kamila at CRA to follow up on RT002 request Daniela from CRA called emailed her the request she will be follow up and is in charge of the estate	0.25	20.00
12/17/2020	Rosen	review decision of court of appeal; update Case site	0.30	159.00

<b>Date</b>	<b>Last Name</b>	<b>Description</b>	<b>Hours</b>	<b>Fees</b>
12/21/2020	Rosen	dealing with HST matters	0.40	212.00
12/22/2020	Di Pede-Mammoliti	confirming with Daniela at CRA status of RT002 GST number request. reviewed letter and court order sent to CRA and copy to Daniela	1.50	120.00
12/24/2020	Rosen	various emails re Mateo	0.20	106.00
12/28/2020	Rosen	dealing with HST filings	0.30	159.00
12/30/2020	Rosen	dealing with PDI/Tarion; emails from and to Junaid Sadiq	0.50	265.00
01/06/2021	Rosen	dealing with HST; review David Ward letter and discuss with David Preger	0.85	450.50
01/07/2021	Rosen	review email from Lisa Corne re holdbacks; call with Lisa Corne and David Preger; call with Art Cassidy re commission	1.85	980.50
01/13/2021	Rosen	emails to and from Junaid Sadiq	0.16	84.80
01/15/2021	Rosen	dealings with release sent by LePage	0.10	53.00
01/20/2021	Rosen	email from and to Eric Golden	0.10	53.00
01/21/2021	Rosen	call with Lisa Corne re HST and bankruptcy	0.15	79.50
01/25/2021	Rosen	follow up with Junaid Sadiq re CRA letter	0.16	84.80
01/26/2021	Rosen	dealing with HST; review draft report; prepare SRD	1.30	689.00
01/28/2021	Rosen	review revised draft report; email to Richard Macklin re funds held with Remax and direciton; emails from and to Eric Golden	1.05	556.50
			<b>135.47</b>	<b><u>66,487.60</u></b>

# Appendix I

**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, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. C30**

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

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**FEE AFFIDAVIT**  
*(Sworn February 1, 2021)*

I, **LISA CORNE**, 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 unless such knowledge is stated to be based on information received from other sources, in which case, I believe such information to be true.

2. DW has acted as counsel to Rosen Goldberg Inc. (the “**Receiver**”), in its capacity as Court-appointed receiver of the assets, undertakings and properties of Camilla Court Homes Inc. (“**Camilla**”) and Elite Homes Inc. (“**Elite**” and together with Camilla, collectively, the “**Debtors**”).

3. DW’s fees and disbursements in connection with this matter for the period from June 10, 2020 December 11, 2020 total \$172,436.53, including HST. Attached hereto and marked as **Exhibit “A”** is a true copy of DW’s account for the indicated period, redacted to protect solicitor-client privilege.

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 Receiver, their hourly rates charged to the Receiver, as well as the average hourly rate charged.

5. I am advised by David Preger, the lawyer in our office responsible for this file, and verily believe, that the estimated fees and disbursements to be incurred by DW in order to complete this matter will be approximately \$15,000.

**SWORN BEFORE ME** *via video conference* at the City of Toronto, in the Province of Ontario  
this 1<sup>st</sup> day of February, 2021.



\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

}



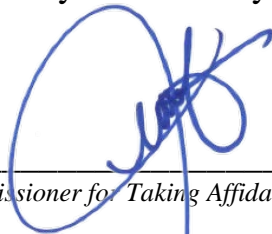
\_\_\_\_\_  
**LISA CORNE**

Jennifer Sandra Samuels, a Commissioner, etc.,  
Province of Ontario, for Dickinson Wright LLP,  
Barristers and Solicitors  
Expires August 29, 2021.

This is Exhibit “A” referred to in the

Affidavit of **LISA CORNE**

sworn this 1<sup>st</sup> day of February 2021.

A handwritten signature in blue ink, appearing to be 'J.S.', is written over a horizontal line.

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

**Jennifer Sandra Samuels, a Commissioner, etc.,  
Province of Ontario, for Dickinson Wright LLP,  
Barristers and Solicitors  
Expires August 29, 2021.**



INVOICE DATE: DECEMBER 15, 2020  
 INVOICE NO.: 1538186

ROSEN GOLDBERG INC.  
 5255 YONGE STREET, SUITE 804,  
 TORONTO, ONTARIO, M2N 6P4

CLIENT/MATTER NO.: 050364-00029

RE: RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.

*PRIVILEGED AND CONFIDENTIAL*

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 15, 2020	<u>CAD</u>
TOTAL FEES CURRENT INVOICE .....	\$ 213,510.50
LESS COURTESY DISCOUNT .....	\$ (63,510.50)
SUBTOTAL FEES CURRENT INVOICE .....	\$ 150,000.00
TOTAL DISBURSEMENTS CURRENT INVOICE .....	\$ 2,606.18
HST - ONTARIO .....	\$ 19,830.35
<b>TOTAL CURRENT INVOICE .....</b>	<b>\$ 172,436.53</b>
FUNDS APPLIED FROM TRUST .....	\$ (11,413.54)
<b>TOTAL AMOUNT DUE .....</b>	<b>\$ 161,022.99</b>

*This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.*

<b>CAD Remittance Instructions</b>		
<b>***Terms: Due and Payable Upon Receipt***</b>		
<b>Mail To:</b>	<b>Electronic Direct Deposits (EFT non-wire payments): (Domestic Only - Canada):</b>	<b>Wire Instructions:</b>
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399  (Please Reference Invoice Numbers)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: /CC000300002 (Sort Code used only for Non-US Foreign Wires) (Please Reference Invoice Numbers)

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
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**CURRENT INVOICE DETAIL**

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/10/20	DPP	Conference call with Gary Gruneir and Brahm Rosen, confer with Lisa Corne, email security to Lisa Corne, emails to and from Gary Gruneir, telephone conference with Gary Gruneir	1.5	1,042.50
06/10/20	LSC	Briefing discussion with D. Preger and review emails, statements and other documents regarding same received from D. Preger and from B. Rosen	1.0	695.00
06/11/20	BG	Order additional title documents;	0.3	58.50
06/11/20	BG	Order title documents;	1.0	195.00
06/11/20	GSC	Obtain electronic and certified PPSA search against Elite Homes Inc.;	0.2	51.00
06/11/20	GSC	Obtain electronic and certified PPSA search against Camilla Court Homes Inc.;	0.2	51.00
06/11/20	BG	Instructions from Lisa Corne; attend to PIN searches;	2.0	390.00
06/11/20	LSC	Review loan and security documentation, order and review parcel register, order and review other encumbrances, PPSA searches, purchase agreements, draft notice of application to appoint receiver and affidavit of G. Grunier in support	7.0	4,865.00
06/12/20	BG	Order title document;	0.3	58.50
06/12/20	LSC	Preparing material in support of receivership application	7.0	4,865.00
06/12/20	DZS	Conference call with L. Corne re instructions to assemble affidavit of Gary Gruneir; assemble Affidavit of Gary Gruneir; revise Notice of Application; serve same on service list for appointment of receiver;	1.5	480.00
06/15/20	DPP	Emails from and to Lisa Corne	0.1	69.50
06/15/20	DZS	Telephone call with L. Corne re filing factum in connection with receivership application; assist L. Corne with preparing materials to conform to electronic hearing requirements;	0.3	96.00
06/15/20	BG	Instructions from L. Corne; review Affidavit and legal descriptions; attend to ereg search re property addresses; email to L. Corne;	1.5	292.50
06/15/20	LSC	Preparing court material in support of receivership application and letter to purchaser re same	7.0	4,865.00
06/15/20	LSC	Reviewing and finalizing application record and arranging service and filing with commercial list office and emails with counsel-for various lien claimants, mortgagees, and PPSA registrants regarding same	3.0	2,085.00
06/16/20	DPP	Receive and review email from Jeremy Tan, emails from and to Alsou Anissimova	0.1	69.50

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/16/20	LSC	Emails and telephone calls with counsel for lien claimants, purchasers, and subordinate secured creditors regarding response to receivership application and participation in zoom conference all arranging for delivery of invitations and application material m update and email revised draft order	2.0	1,390.00
06/17/20	DPP	Conference call with Gary Gruneir and Lisa Corne	0.3	208.50
06/17/20	LSC	Telephone calls and emails with James Davies regarding adjournment sought by respondents and proposed terms and ,emails from counsel for other mortgagee also seeking adjournment and emails with mr. tan and Counsel regarding position on receivership	2.5	1,737.50
06/18/20	DPP	Receive and review email from Gary Gruneir,  email to Lisa Corne, emails from and to Lisa Corne, appear before Conway J., draft endorsement with timetable and standstill, email to James Davies, receive and review approval from James Davies	1.2	834.00
06/18/20	LSC	Prepare for and attend on zooms conference hearing of receivership application before Justice Conway and negotiate and submit draft terms of adjournment and preparing draft endorsement and counsel slip regarding additional appearances,discussion with clerk regarding court documents and procedures during covid 19 , further emails with Justice Conway and circulate material to all counsel	3.5	2,432.50
06/19/20	LSC	Emails with court and other counsel to circulate endorsement with terms of adjournment and arrange issuance of notice of application	0.5	347.50
06/24/20	DPP	Receive and review email from James Davies, telephone conference with Gary Gruneir, email to James Davies refusing adjournment request, receive and review email from Gray Gruneir	0.4	278.00
06/24/20	LSC		0.8	556.00
06/25/20	LSC	Obtain and review issued notice of application and arrange service of same on service list	0.4	278.00
07/02/20	DPP	Conference call with James Alloway and Lisa Corne, email draft Order to Conway J., court appearance before Conway J.\via Zoom videoconference, revise draft Order, email to Conway J., receive and review endorsement of Conway J., and signed Order appointing receiver, email to Gary Gruneir, instruct Paul Muchnik to register Order on title to both properties	2.5	1,737.50

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
07/02/20	LSC	Telephone call with J. Davies and David Preger :Prepare for and attend on hearing of receivership application ;correspondence with Justice Conway regarding same	2.5	1,737.50
07/02/20	PAM	To receipt and review memo from David Preger; to review court order; to review parcel abstracts; to prepare application to register order; to correspondence to and from Brahm Rosen;	1.0	750.00
07/03/20	PAM	To receipt and review correspondence from Brahm Rosen; to register order; to correspondence to Brahm Rosen;	0.5	375.00
07/07/20	DPP	Receive and review email from Brahm Rosen, telephone conference with Brahm Rosen	0.3	208.50
07/08/20	DPP	Telephone conference with Tony Kiru, receive and review email from Tony Kiru	0.2	139.00
07/14/20	LSC	Email from James Davies regarding alleged threats of bankruptcy against debtor and respond to same	0.4	278.00
07/16/20	DPP	Receive and review Tan notice of motion, telephone conference with Brahm Rosen, telephone conference with Gary Gruneir	0.4	278.00
07/17/20	LSC	Review and respond to emails from new litigation counsel for J. Tam regarding motion to vary Order of Justice Conway, and email to David Preger re same	1.0	695.00
07/22/20	DPP	Emails from and to Brahm Rosen,  emails from and to Richard Mackiln	0.6	417.00
07/23/20	DPP	Conference call with Richard Mackiln, Brahm Rosen and Lisa Corne, email to Alsou Anissimova to request date for motion during week of August 17	0.6	417.00
07/26/20	DPP	Emails from and to Alsou Anissimova	0.1	69.50
07/29/20	DPP	Emails from and to Alsou Anissimova, attend before Gilmore via Zoom video conference for scheduling of Tan motion, confer with Lisa Corne, receive and review endorsement of Gilmore J.	1.0	695.00
07/29/20	LSC	Prepare for and attend case conference before justice a Gilmore regarding motion by purchaser for order requiring completion of agreement. To purchase 180 Mateo , review notice of motion served re same and discuss legal issues raised with D. Preger and B. Rosen	2.0	1,390.00
07/30/20	DPP	Emails from and to Brahm Rosen, prepare Camilla Offer to Purchase, email to Brahm Rosen	1.1	764.50
08/06/20	DPP	Receive and review Tan Motion record to compel receiver to complete APS, confer with Lisa Corn and David Seifer, telephone conference with Brahm Rosen, telephone conference with Gary Gruneir, receive and review email from Brahm Rosen	0.8	556.00

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/06/20	LSC	Review motion record served by purchaser to enforce agreement of purchase for 180 Mateo and and discuss same with D. Seifer Nd D. Preger	1.5	1,042.50
08/07/20	DPP	Confer with Lisa Corne and David Seifer	0.4	278.00
08/07/20	DZS	Read Application Record re appointment of receiver; read motion record of Jeremeey Tan re motion to set aside or vary receiver order;	2.7	864.00
08/07/20	LSC	Email and telephone call with B. Rosen,D. Preger telephone call with D. Seifer	2.0	1,390.00
08/09/20	DPP	Emails from and to Alsou Anissimova	0.1	69.50
08/09/20	DZS	Conduct research	1.5	480.00
08/10/20	LSC	Review motion record of J. Tan and consider evidence in response and cross examination and telephone call and email with B. Brahm Rosen and D.preger	2.2	1,529.00
08/10/20	DZS	Conduct research draft factum re motion returnable August 21, 2020; various phone calls and email exchanges with L. Corne and D. Preger;	9.2	2,944.00
08/11/20	DPP	Confer with Lisa Corne and David Seifer , telephone conference with Gary Gruneir	1.0	695.00
08/11/20	LSC	Review and revise draft affidavit of Gary Gruneir confer with D. Seifer and David Preger regarding same and review of law	1.8	1,251.00
08/11/20	DZS	Draft affidavit of G. Gruneir ; telephone call with D. Preger re same;	4.0	1,280.00
08/11/20	DZS	Conduct research draft factum re motion returnable August 21, 2020; various phone calls and email exchanges with L. Corne and D. Preger;	6.7	2,144.00
08/12/20	DZS	Conduct research ; prepare factum in respect o motion returnable August 21;	1.0	320.00
08/13/20	DPP	Confer with David Seifer and Lisa Corne to review and revise Affidavit of Gary Gruneir, telephone conference with Gary Gruneir	0.5	347.50

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/13/20	DZS	Conduct research	4.7	1,504.00
		;		
08/14/20	DZS	Attend cross-examination of Yong Yeow (Jereemy) Tan; draft undertakings chart of Yong Yeow (Jereemy) Tan on cross-examination;	2.8	896.00
08/14/20	DPP	Prepare for and attend cross-examination of Jereemy Tan	2.0	1,390.00
08/14/20	DZS	Draft factum of Rescom in respect of motion returnable August 21;	6.0	1,920.00
08/15/20	DZS	Draft factum of Rescom in respect of motion returnable August 21;	4.5	1,440.00
08/16/20	DPP	Review and revise First Report, email to Brahm Rosen	1.5	1,042.50
08/16/20	DZS	Draft factum of Rescom in respect of motion returnable August 21;	13.1	4,192.00
08/17/20	DPP	Review and revise First Report, email to Brahm Rosen	2.5	1,737.50
08/17/20	JQ	Retrieving cases cited in factum in PDF form; discussing mismatched citations with D. Seifer.	3.0	735.00
08/17/20	DZS	Review and revise draft of factum of Rescom in respect of motion returnable August 21; telephone call with L. Corne re same;	0.9	288.00
08/17/20	DZS	Receive and read factum of the moving party; read cases cited in factum of moving party;	1.6	512.00
08/17/20	DPP	Telephone conference with Adam Slavens	0.3	208.50
08/17/20	LSC	Review receiver first report and email from R. Macklin objecting to same and responses from E Golden , review Factum and cSe IW filed by Tan in support of motion to prevent disclaimer of Purchase agreement .review draft argument and case law prepared by D. Seifer and3.5 discuss same with him telephone call with B Rosen and D. Preger regarding sane	3.5	2,432.50
08/18/20	DPP	Receive and review Tan's answers to undertakings	0.2	139.00
08/18/20	JQ	Call with D. Seifer for instructions 0.2; inserting hyperlink citations for cases in factum 2.0	2.2	539.00
08/18/20	DZS	Various telephone calls with L. Corne re Factum of Rescom; review and revise factum of Rescom;	7.8	2,496.00
08/19/20	DPP	Confer with Lisa Corne and David Seifer to review and revise factum, receive and review email from Brahm Rosen, telephone conference with Brahm Rosen	1.5	1,042.50
08/19/20	DZS	Conference calls with D. Preger and L. Corne re factum of Rescom; review and revise Factum of Rescom; draft and send email to service list serving Rescom's Factum;	9.7	3,104.00

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
 CLIENT/MATTER NO.:050364-00029

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/19/20	LSC	Review and comment on further revised drafts of responding factum opposing Tan motion; confer with D Seifer and D. Preger re same ; review and respond to email from tony kiru requesting motion material a	2.5	1,737.50
08/19/20	LSC	Review and comment on drFt factum, confer with D. Seifer and D. Preger re same	4.3	2,988.50
08/19/20	JQ	Retrieving PDF copies of cases for factum 0.3; highlighting pinpoint citations in BOA for D. Seifer 0.5	0.8	196.00
08/20/20	DZS	Prepare Book of Authorities for Rescom including cases hyperlinked in factum;	1.0	320.00
08/20/20	JQ	Pinpointing citations in Book of Authorities PDF copy	1.5	367.50
08/20/20	DZS	Prepare costs outline of Rescom in respect of motion returnable August 21, 2020; prepare for motion;	2.2	704.00
08/21/20	DPP	Review motion material to prepare for motion, appear before Dietrich J. via Zoom video conference to argue Tan motion, telephone conference with Brahm Rosen, telephone conference with Gary Gruneir	4.0	2,780.00
08/21/20	DZS	Prepare for and attend motion before Dietrich J. re motion to compel receiver to close APS with Yong Yeow (Jereemy) Tan;	7.2	2,304.00
08/24/20	DPP	Receive and review email from Tony Kiru	0.2	139.00
08/25/20	PAM	To review requested revisions of Tony Kiru to offer to purchase; to provide comments thereon; to correspondence to Brahm Rosen;	1.0	750.00
08/26/20	DPP	Emails from and to Richard Macklin and Eric Golden, receive and review email from Tony Kiru, confer with Paul Muchnik	0.4	278.00
08/26/20	PAM	To receipt and review correspondence from Brahm Rosen; to review parcel abstracts; to discussions with David Preger;	0.5	375.00
08/27/20	DPP	Receive and review endorsement of Dietrich J., email to Brahm Rosen and Gary Gruneir, telephone conference with Gary Gruneir, emails from and to Gary Gruneir, emails from and to Tomy Kiru, emails from and to Brahm Rosen	0.4	278.00
08/27/20	PAM	To review parcel abstracts; to review PIN Maps with david preger; to revise APS;	1.0	750.00
08/28/20	DZS	Receive and read endorsement of Dietrich J. dismissing the Purchaser's motion; draft order dismissing motion;	0.8	256.00
08/28/20	PAM	To review and revise offer to purchase; to correspondence to and from Tony Kiru; to telephone conversations with Tony Kiru;	1.0	750.00

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/31/20	PAM	To telephone conversation with Tony Kiru to review APS; to correspondence to and from Brahm Rosen; to discussions with David Preger; to correspondence to and from Tony Kiru	1.5	1,125.00
08/31/20	DPP	Confer with Paul Muchnik	0.2	139.00
09/01/20	PAM	To receipt and review correspondence from Tony Kiru; to review further requests revisions to APS of purchaser; to correspondence to and from Brahm Rosen; to telephone conversations with Tony Kiru; to correspondence to Tony Kiru; to finalize form of APS;	1.5	1,125.00
09/02/20	DPP	Receive and review endorsement and Order of Kohnen J. extending stay of proceedings to September 17	0.2	139.00
09/02/20	PAM	To correspondence to and from Brahm Rosen; to telephone conversations with Tony Kiru; to correspondence to and from Tony Kiru;	1.0	750.00
09/03/20	PAM	To correspondence to and from Tony Kiru; to telephone conversation with Tony Kiru; to correspondence to Brahm Rosen;	0.5	375.00
09/04/20	DPP	Emails from and to Brahm Rosen, telephone conference with Brahm Rosen	0.3	208.50
09/09/20	PAM	To receipt and review correspondence from Tony Kiru; to correspondence to Tony Kiru; to telephone conversation with tony Kiru;	1.0	750.00
09/14/20	PAM	To correspondence to and from Tony Kiru; to correspondence to and from Brahm Rosen; to telephone conversation with Tony Kiru;	0.5	375.00
09/15/20	DPP	Review caselaw , telephone conference with Eric Golden, emails from and to Richard Macklin	0.7	486.50
09/15/20	PAM	To prepare closing documents; to correspondence to and from Tony Kiru; to correspondence to Brahm Rosen;	1.5	1,125.00
09/16/20	PAM	To correspondence to Tony Kiru; to telephone conversation with Tony Kiru; to correspondence to Tony Kiru;	0.5	375.00
09/16/20	DPP	Emails from and to Richard Macklin, telephone conference with Brahm Rosen, conference call with Richard Macklin, Brahm Rosen and Eric Golden	0.4	278.00
09/24/20	DPP	Receive and review Tan's Motion Record and Factum for extension of time to appeal, emails from and to Janak Bhawnani, emails from and to Tara Vasdani, telephone conference with Gary Gruneir, telephone conference with Brahm Rosen	0.8	556.00
09/25/20	DPP	Confer with Lisa Corne	0.3	208.50

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/25/20	LSC	Confer with D. Preger regarding motion by Tan to court of appeal and legal issues raised and review Tan's motion record, factum, case law relied upon	2.5	1,737.50
09/26/20	DZS	Receive and review the Motion Record and Factum of Jereemy Tan re motion for extension of time and determination of appeal as of right vs. leave to appeal and stay of disclaimer decision;	0.8	256.00
09/26/20	LSC	Continue reviewing case law and drafting factum,	4.0	2,780.00
09/26/20	DAP	Research and case law review ; 2) ; and 3)	1.7	399.50
09/26/20	DPP	Receive and review projected realization from Brahm Rosen	0.2	139.00
09/26/20	LSC	Continue reading case law and considering response to legal issues raised by tan and start drafting factum for court of appeal motion	4.5	3,127.50
09/27/20	PAM	To receipt and review correspondence from Tony Kiru; to review file; to correspondence to Tony Kiru;	0.5	375.00
09/27/20	LSC	Further review of cases law and continue drafting factum in response to court of appeal motion by Tan	4.0	2,780.00
09/27/20	DAP	Research and case law review re 1) ; 2) ; and 3)	4.7	1,104.50
09/28/20	LSC	Continue revising factum and Confer with student regarding further research and preparation of book of authorities	4.0	2,780.00
09/28/20	TR	Case law research on Westlaw Next for L. Corne re: and	1.0	235.00
09/28/20	TR	Telephone conversation with L. Corne re: factum research on and current case law on matter	0.3	70.50
09/29/20	LSC	Email and telephone call with d. Preger regarding responding factum, applicable cases and. Approach to legal issues raised, revising factum , telephone call with new purchaser of Mateo and review draft affidavit to be filed in response to Tan's motion to court of appeal	4.0	2,780.00
09/29/20	DZS	Review Motion Record of the Moving Party; review caselaw cited in Moving Party's factum re motion for extension of time, determination of appeal route and stay;	0.4	128.00
09/29/20	DPP	Telephone conference with Brahm Rosen, conference call with Janak Bhawnani and Lisa Corne, email to Tara Vasdani, telephone conference with Tara Vasdani, receive and review law portion of factum from Lisa Corne, confer with Lisa Corne, telephone conference with Janak Bhawnani, prepare Affidavit of Janak Bhawnani, email Affidavit to Janak Bhawnani to review	4.5	3,127.50

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/29/20	TR	Assisting with case law and legal citation edits for L. Corne re: Rescom factum	2.0	470.00
09/29/20	DAP	Compilation of cases for book of authorities to be attached to pleadings.	0.6	141.00
09/30/20	LSC	Emails with D. Preger and counsel for new purchaser of Mateo property regarding affidavit to be filed in court of appeal motion, and drafting insert and facts For factum and finalizing authorities , email regarding adjournment and rescheduling motion telephone call from B Rosen regarding same	3.5	2,432.50
09/30/20	DPP	Prepare draft Order to reflect endorsement of Dietrich J., email to Richard Macklin and Eric Golden to review and approve, receive and review approvals from Richard Macklin and Eric Golden, email to Dietrich J. to sign, emails from and Also Anissimova to confirm that October 6 is available for sale approval motion, receive and review signed Order from Dietrich J.	1.5	1,042.50
09/30/20	LSC	Call regarding scheduling of sale approval motion Review and revise nom, factum, draft orders and confer with D. Seifer regarding circulating same , review and comment on draft second report in relation to sale approval motion	4.5	3,127.50
09/30/20	PAM	To receipt and review correspondence from Tony Kiru; to correspondence to Brahm Rosen; to telephone conversation with Tony Kiru; to correspondence to Tony Kiru;	0.5	375.00
09/30/20	DAP	Call with L. Corne and additional updates to pleadings.	1.1	258.50
09/30/20	DZS	Telephone call with D. Preger re contents of Order from decision of Dietrich J.;	0.1	32.00
10/01/20	PAM	To discussions with David Preger; to telephone conversations with Tony Kiru; to correspondence to and from Tony Kiru; to correspondence to Brahm Rosen;	1.0	750.00
10/01/20	DPP	Conference call with Brahm Rosen, Lisa Corne and David Seifer, review and revise Second Report, emails to and from Brahm Rosen, telephone conference with Brahm Rosen	7.4	5,143.00
10/01/20	DZS	Teleconference with D. Preger, L. Corne and B. Rosen re ; prepare Approval and Vesting Orders for Camilla Property and Mateo Property; prepare Notice of Motion for Sale Approval Motion; Prepare Factum in respect of same;	7.0	2,240.00
10/02/20	DPP	Review and revise Second Report, emails to and from Brahm Rosen, telephone conference with Brahm Rosen, review and revise notice of motion for sale approval	3.3	2,293.50

RECEIVERSHIP OF CAMILLA COURT HOMES INC. et al.  
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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
10/02/20	DZS	Review and revise Notice of Motion, Approval and Vesting Orders, Interim Distribution and Administration Order, Factum; draft and send emails serving service list with same in respect of motion returnable October 6, 2020;	6.8	2,176.00
10/02/20	PAM	To receipt and review correspondence from Tony Kiru; to review requested changes to documents; to revise closing documents; to correspondence to Tony Kiru; to correspondence to Brahm Rosen; to telephone conversation with Tony Kiru;	1.0	750.00
10/05/20	DZS	Draft Factum of the Responding Party in connection with Motion before single judge of Court of Appeal for Ontario;	4.2	1,344.00
10/05/20	DPP	Prepare Third Report in response to Tan's motion to extend time to appeal, email to Brahm Rosen, review and revise factum in response to motion to extend time to appeal	7.1	4,934.50
10/05/20	PAM	To correspondence from and to Tony Kiru; to finalize adjustments, title matters and closing documents; to telephone conversation with Tony Kiru;	1.0	750.00
10/05/20	DZS	Receive and read email from W. Greenspon; draft and send response to same; receive and read email from T. Kiru; amend approval and vesting order per T. Kiru comments; draft and send response to same; telephone call to D'Alimonte law office to obtain email address for service of motion record;	0.4	128.00
10/05/20	LSC	Review and consider emails from counsel for purchaser regarding sale approval order and impact on motion in court of appeal as review receiver's third report	0.5	347.50
10/06/20	LSC	Responding to emails from David Seifer regarding form of approval and vesting orders, instruments to be deleted	0.5	347.50
10/06/20	PAM	To receipt and review correspondence from Tony Kiru; to telephone conversation with Tony Kiru; to discussions with David Seifer regarding title matters for vesting order; to correspondence to Tony Kiru; to correspondence to and from Brahm Rosen;	1.0	750.00
10/06/20	DPP	Prepare for and attend before Koehnen J. by video conference on sale approval motion, emails to ands from Tara Vasdani, emails from and to Janak Bhawnani	0.9	625.50
10/06/20	DAP	Preparation of Book of Authorities.	1.3	305.50
10/06/20	DZS	Review orders and prepare for hearing attend hearing post hearing;	2.6	832.00
10/06/20	DZS	Review and revise Factum; review practice direction for filing; prepare materials for filing; draft and send email to Court of Appeal for filing;	3.1	992.00
10/07/20	DZS	Telephone call with Court of Appeal for Ontario re filing of responding materials;	0.5	160.00

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
10/07/20	DZS	Various telephone calls with D. Preger re caselaw ; review caselaw; draft and send emails attaching additional cases to be relied upon;	0.7	224.00
10/07/20	DPP	Confer with David Seifer	0.2	139.00
10/07/20	PAM	To receipt and review correspondence from Tony Kiru; to review executed documents; to telephone conversations with Tony Kiru; to correspondence to and from Brahm Rosen; to correspondence to Tony Kiru; to attend to all matters on closing;	1.5	1,125.00
10/08/20	PAM	To correspondence from and to Tony Kiru regarding post- closing matters; to correspondence to and from Brahm Rosen;	0.5	375.00
10/08/20	DPP	Review motion material, prepare for and attend before Tulloch J. on Tan's motion to extend time to appeal	3.6	2,502.00
10/08/20	DZS	Prepare for and attend motion before Justice Tulloch of Court of Appeal for Ontario;	6.2	1,984.00
10/14/20	DPP	Emails from and to Janak Bhawnani and Tara Vasdani, telephone conference with Brahm Rosen	0.4	278.00
10/15/20	PAM	To receipt and review correspondence from Tony Kiru regarding post-closing matters; to correspondence to and from Brahm Rosen; to correspondence to Tony Kiru;	0.5	375.00
10/19/20	DPP	Receive and review email from Brahm Rosen, email to Eric Golden	0.3	208.50
10/21/20	DPP	Emails from and to Janak Bhawnani	0.2	139.00
10/23/20	DPP	Receive and review interim decision of Tulloch J., telephone conference with Brahm Rosen, telephone conference with Gary Gruneir, email to Gary Gruneir	0.5	347.50
10/27/20	DZS	Telephone call with D. Preger re date of Approval and Vesting Order for sale of Mateo Property;	0.1	32.00
10/28/20	DZS	Receive and review reasons of Justice Tulloch (.2); telephone call with D. Preger re instructions to prepare notice of motion to expedite appeal; prepare notice of motion to expedite appeal; draft and send email to E. Golden attaching same;	1.4	448.00
10/28/20	DPP	Review and revise Fourth Report	2.1	1,459.50
10/30/20	DZS	Receive and read email from B. Rosen re ; and send to B. Rosen via email;	0.1	32.00
11/04/20	DZS	Telephone call with D. Preger re debrief re motion and strategy for appeal;	0.1	32.00

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
11/04/20	DZS	Attend motion before Tulloch J.A. re motion to expedite appeal;	1.8	576.00
11/04/20	DPP	Prepare Affidavit of Janak Bhawnani, telephone conferences with Janak Bhawnani, email to Janak Bhawnani, attend Zoom videoconference before Tulloch J.A. on Receiver's motion to expedite Tan appeal, telephone conference with Brahm Rosen, confer with David Seifer regarding responding factum on appeal	3.0	2,085.00
11/05/20	DPP	Review and revise letter to extend closing of sale to Bhawnani to December 10	0.2	139.00
11/05/20	DZS	Telephone call with D. Preger re instructions to draft letter to purchaser to extend closing;	0.5	160.00
11/09/20	DPP	Confer with David Seifer regarding legal issues in appeal	0.4	278.00
11/09/20	DZS	Conduct research re law ; draft and send email memo to D. Preger re research ;	1.8	576.00
11/13/20	DZS	Telephone call with D. Preger re strategy and overview of factum on appeal of Disclaimer Order;	1.0	320.00
11/13/20	DPP	Confer with david Seifer regarding factum	1.0	695.00
11/14/20	DZS	Draft respondent factum in appeal; conduct research re	4.1	1,312.00
11/18/20	DPP	Emails from and to Brahm Rosen and Eric Golden	0.2	139.00
11/19/20	DPP	Receive and review Tan's factum	1.5	1,042.50
11/20/20	DZS	Conference call with counsel for receiver and receiver re position re appeal;	0.7	224.00
11/21/20	DZS	Draft factum of the respondent, first mortgagee, in connection with appeal of disclaimee order;	8.5	2,720.00
11/22/20	DZS	Draft factum of the respondent, first mortgagee, in connection with appeal of disclaimer order;	8.3	2,656.00
11/23/20	DZS	Prepare respondent's compendium in connection with appeal of disclaimer decision;	2.2	704.00
11/23/20	DZS	Draft factum in connection with appeal of Disclaimer decision; review and revise factum; draft and send email to D. Preger attaching factum for review;	5.5	1,760.00
11/24/20	DPP	Confer with Michael Brzezinski regarding factum	0.4	278.00
11/24/20	MJB	Meeting with D. Preger to discuss preparation of responding appeal materials; review appellants factum; review decisions of Tulloch, J.; review facta on motion;	1.5	675.00
11/25/20	MJB	Review materials on motion before Dietrich, J.; review appellant's factum; review and begin commenting on our draft responding factum; research on ;	2.4	1,080.00

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
11/26/20	DPP	Confer with Michael Brzezinski, draft factum	0.4	278.00
11/26/20	MJB	Draft and revise responding appeal factum; review appellant's case law; review draft respondent's compendium; discussion with D. Preger regarding preparation of responding appeal materials;	2.2	990.00
11/27/20	MJB	Draft factum with D. Preger; footnotes, editing and formatting of factum; review case law for factum; finalize factum for service; review and edit certificate for appeal; meetings with D. Preger to revise factum; e-mail to service list with factum and compendium;	7.5	3,375.00
11/27/20	DPP	Continued drafting of factum, confer with Michael Brzezinski	12.8	8,896.00
11/27/20	AAA	Draft of citations, Schedule A, & certificate of respondent for factum of responding party	6.7	1,574.50
11/28/20	AAA	Final draft of citations and schedule A for factum of responding party	1.9	446.50
11/30/20	AAA	Table of Contents and book of authorities for factum of the respondent	2.6	611.00
12/02/20	DPP	Receive and review endorsement of Tulloch J.	0.1	69.50
12/02/20	DZS	Receive and read appellant's compendium for oral argument from Richard Macklin; receive and read email from D. Preger re ; draft and send email to D. Preger ;	0.7	224.00
12/03/20	MJB	Prepare updated compendium; review appellant's compendium for argument; instructions to J. Nairne to confirm with Court of Appeal acceptance of respondent's materials;	0.5	225.00
12/04/20	DPP	Telephone conference with Gary Gruneir, email to Gary Gruneir, telephone conference with Brahn Rosen	0.3	208.50
12/05/20	DZS	Research ;	0.2	64.00
12/06/20	MJB	Prepare costs outline for appeal; ensure all materials needed for appeal filed with court of appeal;	1.1	495.00
12/07/20	DZS	Prepare for and attend appeal before Court of Appeal for Ontario of Justice Dietrich Disclaimer Decision;	4.0	1,280.00
12/07/20	DPP	Review appeal materials, prepare for and attend before Court of Appeal on Tan appeal	6.1	4,239.50
12/07/20	MJB	Update and finalize costs outline for appeal; deliver costs outline to counsel; attend appeal hearing;	2.9	1,305.00
12/08/20	DPP	Receive and review brief endorsement dismissing appeal, telephone conference with Gary Gruneir	0.2	139.00

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<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
12/09/20	PAM	To receipt and review APS; to correspondence to and from Dana Wright; to correspondence from and to Tara Vasdani; to telephone conversations with Dana Wright and Brahm Rosen; to prepare draft vendor and purchaser documents;	2.0	1,500.00
12/09/20	DPP	Confer with Paul Muchnik completion of sale of Mateo property	0.7	486.50
12/10/20	PAM	To correspondence to and from Tara Vasdani; to correspondence to and from Brahm Rosen; to telephone conversations with Tara Vasdani and Brahm Rosen; to negotiating closing documents; to all matters to escrow closing;	3.0	2,250.00
12/11/20	PAM	To correspondence to and from Tara Vasdani; to correspondence to and from Brahm Rosen; to telephone conversations with Dana Wright and Tara Vasdani; to attend to all matters on closing;	1.5	1,125.00
SUBTOTAL FEES			424.0	\$ 213,510.50
LESS DISCOUNT			(134.7)	\$ (63,510.50)
TOTAL FEES			289.3	\$ 150,000.00

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
06/15/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - ELITE HOMES INC. EDD ON PPR SEARCH CERTIFICATE INV# 2610365 DATE: 06/15/2020	21.60
06/15/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - CAMILLA COURT HOMES INC. EDD ON PPR SEARCH CERTIFICATE INV# 2610365 DATE: 06/15/2020	21.60
06/15/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - CAMILLA COURT HOMES INC. EDD ON PPR SEARCH ELECTRONIC INV# 2610365 DATE: 06/15/2020	24.20
06/15/20	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	209.00
06/15/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - ELITE HOMES INC. EDD ON PPR SEARCH ELECTRONIC INV# 2610365 DATE: 06/15/2020	24.20
07/03/20	Dickinson Wright LLP - Tax Exempt Filing/Registration Fees	65.05
07/03/20	Dickinson Wright LLP - Recording/Search/Filing fee	10.85
07/13/20	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	3.00
08/30/20	Arbitration Place Virtual - BILLABLE SERVICES OF OTHERS - VENDOR: ARBITRATION PLACE - INVOICE RE CROSS EXAMINATION OF JEREEMY TAN INV# 63097 DATE: 08/30/2020	920.10
08/31/20	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	306.40
08/31/20	Korbitec Inc. - BILLABLE COURT AND RELATED - VENDOR: KORBITEC INC. - ACL5	95.00

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<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
	LICENSE FEES CL INV# 27174 DATE: 08/31/2020	
10/05/20	Royal Bank Of Canada-Janice Feheley(DW) - BILLABLE COURT AND RELATED - VENDOR: ROYAL BANK OF CANADA - EFILING - FILE NUMBER 50364-29 INV# 19890762 DATE: 10/05/2020	320.00
10/06/20	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	86.00
10/13/20	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY Reproduction - Inside Firm	3.00 496.18
	TOTAL DISBURSEMENTS	\$ 2,606.18
	HST - ONTARIO	\$ 19,830.35
	TOTAL CURRENT INVOICE	\$ <u>172,436.53</u>

**TIMEKEEPER SUMMARY**

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
PAUL A. MUCHNIK	PARTNER	750.00	27.00	20,250.00
LISA S. CORNE	PARTNER	695.00	90.40	62,828.00
DAVID P. PREGER	PARTNER	695.00	88.60	61,577.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	450.00	18.10	8,145.00
DAVID Z. SEIFER	ASSOCIATE	320.00	167.00	53,440.00
JUSTIN QUACH	STUDENT LAW	245.00	7.50	1,837.50
ALYSSANDRA A ANTONANGELI	STUDENT LAW	235.00	11.20	2,632.00
DAN A POLIWODA	STUDENT LAW	235.00	9.40	2,209.00
TIZIANA ROMAGNUOLO	STUDENT LAW	235.00	3.30	775.50
GLORIA S. CHIU	LEGAL CLERK	255.00	0.40	102.00
BEVERLEY GABBIDON	LEGAL CLERK	195.00	5.10	994.50
SUBTOTAL FEES CURRENT INVOICE			424.00	\$ 213,510.50
LESS DISCOUNT			(134.65)	(63,510.50)
TOTAL FEES CURRENT INVOICE			<u>289.35</u>	\$ <u>150,000.00</u>

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

**DICKINSON WRIGHT LLP**

**DAVID P. PREGER**

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

**TRUST ACCOUNT SUMMARY**

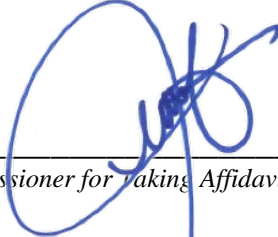
**Toronto 3 Trust CAD RBC**

<u>DEPOSITS</u>	<u>CAD</u>
09/03/20 September 2020 deposit from Gina Ceci- 9/3/20	25,000.00
09/16/20 SEPTEMBER 2020 DEPOSIT FROM GINA CECI-09/16/20	50,000.00
10/07/20 OCTOBER 2020 DEPOSIT FROM GINA CECI-10/07/20	1,049,402.60
10/07/20 OCTOBER 2020 DEPOSIT FROM GINA CECI-10/07/20	(1,049,402.60)
10/07/20 OCTOBER 2020 DEPOSIT FROM GINA CECI-10/07/20	1,049,402.06
12/04/20 DECEMBER 2020 DEPOSIT FROM C & K MORTGAGE-12/04/20	13,786.54
12/10/20 NOVEMBER 2020 DEPOSIT FROM THE TORONTO DOMINION BANK- 12/10/20	1,723,999.00
PLUS TOTAL DEPOSITS .....	\$ 2,862,187.60
 <u>DISBURSEMENTS</u>	
10/08/20 Wire for releasing closing funds to client made out to Rosen Goldberg	(1,117,467.54)
10/08/20 Payment of outstanding property taxes	(6,934.52)
12/11/20 Wire Balance due to Client	(1,712,937.64)
12/11/20 #50364-29 Payment of 2019 & 2020 property taxes arrears	(8,533.90)
12/15/20 Payment of invoice 1424552 11/18/19	\$ (2,373.00)
FUNDS APPLIED FROM TRUST Current Invoice .....	\$ (11,413.54)
FUNDS AVAILABLE IN TRUST .....	\$ 2,527.46

This is Exhibit “B” referred to in the

Affidavit of **LISA CORNE**

sworn this 1<sup>st</sup> day of February 2021.

A handwritten signature in blue ink, appearing to be 'J.S.', is written over a horizontal line.

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

**Jennifer Sandra Samuels, a Commissioner, etc.,  
Province of Ontario, for Dickinson Wright LLP,  
Barristers and Solicitors  
Expires August 29, 2021.**

## Billing Rates of Dickinson Wright LLP

For the period June 10, 2020 December 11, 2020

	<b>Actual Rate</b>	<b>Hours</b>	<b>Year Of Call</b>	<b>Area of Practice</b>
Paul Muchnik	750	27	1987	Real Estate
Lisa Corne	695	90.40	1988	Bankruptcy and Insolvency, Litigation
David Preger	695	88.60	1995	Bankruptcy and Insolvency, Litigation
Michael Brzezinski	450	18.10	2013	Commercial & Business Litigation, Labour & Employment
David Seifer	320	167	2020	Commercial & Business Litigation, Labour & Employment
Justin Quach	245	7.50	N/A	Student
Alyssandra Antonangeli	235	11.20	N/A	Student
Dan Poliwoda	235	9.40	N/A	Student
Tiziana Romagnuolo	235	3.30	N/A	Student
Gloria Chiu	255	0.40	N/A	Corporate Clerk
Beverley Gabbidon	195	5.10	N/A	Legal Clerk
<b>Average Rate</b>	<b>\$391.82</b>			

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al.**  
Respondents

Court File No. CV-20-00643021-00CL

**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)**

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Tel: 416-646-4608

**DAVID Z. SEIFER (77474F)**

Email: [DSeifer@dickinsonwright.com](mailto:DSeifer@dickinsonwright.com)  
Tel: 416-646-6867

Fax: 844-670-6009

Lawyers for the Court-appointed Receiver, Rosen Goldberg Inc.

# Appendix J

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**C&K MORTGAGES SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 THE *CONSTRUCTION ACT*, R.S.O. 1990, C.30**

**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 to Rosen Goldberg Inc. (the "**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 the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated July 2, 2020 (the "**Appointment Order**"), the Receiver was appointed

receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act*, and trustee, pursuant to section 68 of the *Construction Act*, (in such capacities, collectively, the “**Receiver**”) of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Respondents Camilla Court Homes Inc. and Elite Homes Inc. (“**Elite**”), including the lands and premises municipally known as 180 Mateo Place (the “**Mateo Property**”) and 2371 Camilla Road, Mississauga, Ontario (the “**Camilla Property**”) and all proceeds thereof.

3. Blaneys has provided services and incurred disbursements in relation to the receivership for the period from August 14, 2020, to and including November 27, 2020, as described in the Legal Costs Summary attached hereto and marked as **Exhibit “A”**, and the detailed accounts rendered by Blaneys dated August 31, 2020, and November 30, 2020, which are attached hereto and marked as **Exhibits “B”** and **“C”** respectively (the “**Blaneys Accounts**”), redacted to remove confidential and/or privileged information.

4. Notwithstanding the production of the Blaneys Accounts, Blaneys and the 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 51.7 hours were expended by Steven Jeffery, Eric Golden, Chad Kopach, Jeffrey M. Warren, Kym Stasiuk, Elsir Tawfik, and Blaneys’ law clerks during the period noted above in performing legal services relating to the 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 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 BEFORE ME at**

the City of Toronto, )

in the Province of Ontario, )

this 3<sup>rd</sup> day of February, 2021 )



A Commissioner for Taking Affidavits

*John Polyzopoulos*



**CHAD KOPACH**

This is **Exhibit "A"** referred to in the  
Affidavit of **CHAD KOPACH** herein,

Sworn before me

this 3rd day of February, 2021.

---

A Commissioner for Taking Affidavits

*John Polyzopoulos*

### LEGAL COSTS SUMMARY

LAWYER	YEAR OF CALL	HOURLY RATE
Steven Jeffery	1984	\$625.00
Eric Golden	1996	\$575.00
Jeffrey M. Warren	1999	\$540.00
Chad Kopach	2003	\$500.00
Kym Stasiuk	2008	\$425.00
Elsir Tawfik	2020	\$275.00

### SUMMARY OF ACCOUNTS

No.	Date of Account	Fees	Disbursements	H.S.T.	Total
1.	August 31, 2020	\$10,019.50	\$210.80	\$1,326.25	\$11,556.55
2.	November 30, 2020	\$13,092.00	\$656.00	\$1,701.96	\$15,449.96
TOTAL		\$23,111.50	\$866.80	\$3,028.21	\$27,006.51
Average Hourly Rate - (before H.S.T.)		Total fees (before H.S.T.): \$23,111.50 ÷ Total hours: 51.7 = \$447.03			

This is **Exhibit "B"** referred to in the  
Affidavit of **CHAD KOPACH** herein,

Sworn before me

this 3<sup>rd</sup> day of February, 2021.

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A Commissioner for Taking Affidavits

*John Polyzopoulos*

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL  
Rosen Goldberg Inc.  
5255 Yonge Street, Suite 804  
Toronto, ON M2N 6P4

Date  
August 31, 2020

Invoice No.  
694007

File No.  
111199-0006

Attention: Brahm Rosen

**RE: Camilla Court Homes Inc.  
Independent Counsel to Receiver**

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended August 31, 2020 as more particularly described below.

<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
August 14, 2020	EG	1.00	Review application record and Appointment Order, moving and responding motion record re disclaimer; communication with Brahm re same; instructions to S. Jeffery re opinion; arrange for parcel pages and instruments to be pulled; briefly review same;
August 14, 2020	DK	1.30	Receipt of instructions for subsearch of title to 2371 Camilla Road and 180 Mateo Place, Mississauga - Peel LRO; review affidavit and confirm property descriptions and registered charge; attend to subsearch of title; obtain and review property parcel map and parcel registers; obtain copies of registered transfer, charges and related documents and construction liens;
August 16, 2020	KS	2.70	Receiving instructions from S. Jeffery to prepare draft security opinion; reviewing court materials and various other documents and correspondence; drafting opinion; emailing S. Jeffery regarding same;
August 17, 2020	SJ	1.90	Review and revise draft security opinion; emails from and to E. Golden; emails to and from clerk regarding common elements condo;

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
August 17, 2020	EG	2.00	reviewing and revising title summary; Communications with S. Jeffrey re security opinion; review and revise same; review and revise first report; communications with Brahm re same; email to service list with first report; emails from and to counsel for purchaser re same;
August 17, 2020	KS	2.80	Revising draft opinion; various email correspondence with E. Golden and S. Jeffery regarding same; instructing clerk regarding title summary report; finalizing opinion; emailing E. Golden regarding executed copy of same;
August 17, 2020	DK	0.80	Attend to subsearch of title related to Peel Common Element Condominium Plan 1017; obtain and review common element property parcel and registered condominium declaration; attend to search for writs of execution as against Camilla Court Homes Inc., obtaining clear certificate; and Elite Home Inc., obtaining certificate and details of writ filed;
August 17, 2020	HC	1.90	Retrieving documents from teraview. Drafting Title summary.
August 17, 2020	NLi	0.20	Conducting Bankruptcy searches on Camilla Court Homes Inc. and Elite Homes Inc.;
August 19, 2020	KS	0.20	Instructing clerk regarding preparing title summary report regarding 2371 Camilla;
August 21, 2020	EG	5.00	Review Preger factum and BOA; review moving party factum and BOA; call with Preger re motion; prepare for and attend hearing;
August 26, 2020	EG	0.50	Emails from counsel for purchaser re corrections to hearing submissions; communications with Receiver re same; email to counsel for purchaser re same;
August 27, 2020	EG	0.30	Review Reasons for Decision;
August 31, 2020	SJ	0.50	Reviewing and revising draft opinion regarding Camilla mortgage; email to E. Golden;

OUR FEE HEREIN:

\$10,019.50

Date  
August 31, 2020

Invoice No.  
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111199-0006

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FEE HST: \$1,302.54

<u>Lawyer</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven Jeffery	Partner	2.40	\$625.00	\$1,500.00
Eric Golden	Partner	8.80	\$575.00	\$5,060.00
Kym Stasiuk	Partner	5.70	\$425.00	\$2,422.50
Dawn Kearns	Clerk	2.10	\$250.00	\$525.00
Hiuy Chan	Clerk	1.90	\$250.00	\$475.00
Na Li	Clerk	0.20	\$185.00	\$37.00

<u>Disbursements</u>	<u>Amount</u>
Computer Searches - R.E. (Teraview) * -	\$28.40
Computer Searches - R.E. (Teraview)	\$182.40

TOTAL DISBURSEMENTS: \$210.80

\*HST is not charged

DISBURSEMENT HST: \$23.71

TOTAL FEES AND DISBURSEMENTS: \$10,230.30

TOTAL HST: \$1,326.25

TOTAL AMOUNT DUE: \$11,556.55

**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** herein,

Sworn before me  
this 3rd day of February, 2021.

  
A Commissioner for Taking Affidavits

*John Polyzopoulos*

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL  
Rosen Goldberg Inc.  
5255 Yonge Street, Suite 804  
Toronto, ON M2N 6P4

Date  
November 30, 2020

Invoice No.  
701011

File No.  
111199-0006

Attention: Brahm Rosen

RE: **Camilla Court Homes Inc.**  
**Independent Counsel to Receiver**

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended November 30, 2020 as more particularly described below.

<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
November 19, 2020	ET	3.00	Review reports, previous pleadings, appellate materials and law on the duties of a court-appointed receiver and the tests for approval of contract disclaiming;
November 20, 2020	EG	1.20	Briefly review appellant's appeal factum and compendium; [REDACTED]
November 20, 2020	ET	5.80	Review appellant factum; [REDACTED]; coordinate with E Golden on receiver's position and factum; draft respondent factum for the receiver;
November 23, 2020	ET	5.40	Draft factum for December appeal hearing; review law on disclaimer by Receiver and fiduciary duty owed;
November 26, 2020	EG	8.50	Review all material as well as review and revise factum;
November 26, 2020	EG	0.10	Various communications with Robb English (counsel for trustee on Armadale) and with trustee on Armadale to obtain details of case and whether it was a mortgagee/purchaser

Date  
November 30, 2020

Invoice No.  
701011

File No.  
111199-0006

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
November 26, 2020	JMW	1.80	Review agreement of purchase and sale and motion materials to determine rights of vendor to extend closing date; draft correspondence to Eric Golden regarding same; telephone conference with Eric Golden regarding same;
November 27, 2020	EG	2.40	Revise and complete factum; communications with Brahm re same; email to service list and court of appeal with same and brief of authorities;
November 27, 2020	CK	2.40	Review, revise and finalize factum in respect of upcoming appeal;

OUR FEE HEREIN: \$13,092.00  
FEE HST: \$1,701.96

<u>Lawyer</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Eric Golden	Partner	12.20	\$575.00	\$7,015.00
Chad Kopach	Partner	2.40	\$500.00	\$1,200.00
Jeffrey M. Warren	Partner	1.80	\$540.00	\$972.00
Elsir Tawfik	Associate	14.20	\$275.00	\$3,905.00

<u>Disbursements</u>	<u>Amount</u>
Court Fees* - Non-Taxable	\$640.00
Search - Corporate* - Non-Taxable	\$16.00
TOTAL DISBURSEMENTS:	\$656.00
*HST is not charged	
DISBURSEMENT HST:	<u>\$0.00</u>

TOTAL FEES AND DISBURSEMENTS: \$13,748.00  
TOTAL HST: \$1,701.96

Date  
November 30, 2020

Invoice No.  
701011

File No.  
111199-0006

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TOTAL AMOUNT DUE: \$15,449.96

**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.  
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General Account No. 0680-5215022 Swift Code: TDOMCATTOR  
**Please ensure our account number and/or file number is quoted on  
the wire transfer.**

**C&K MORTGAGES SERVICES INC.**

Applicant

and **CAMILLA COURT HOMES INC. and ELITE HOMES INC.**  
Respondents

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

Proceeding commenced at Toronto

**FEE AFFIDAVIT OF CHAD  
KOPACH**

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

**Eric Golden LSUC #38239M**  
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**Chad Kopach LSUC #48048G**  
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Email: [ckopach@blaney.com](mailto:ckopach@blaney.com)

Lawyers for the Receiver, Rosen Goldberg Inc.

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) FRIDAY, THE 5TH  
 )  
JUSTICE ) DAY OF MARCH, 2021

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. C30**

B E T W E E N:

**C & K MORTGAGE SERVICES INC.**

Applicant

- and -

**CAMILLA COURT HOMES INC. and ELITE HOMES INC.**

Respondents

**ORDER**

**THIS MOTION** made by Rosen Goldberg Inc. (the “**Receiver**”), in its capacity as Court-Appointed Receiver and trustee, of all of the assets, undertakings and properties of the Respondents Camilla Court Homes Inc. (“**Camilla**”) and Elite Homes Inc. (“**Elite**” and together with Camilla, collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors (for an Order authorizing the Receiver to file an assignment of all of the property of Camilla for the general benefit of its creditors pursuant to section 49 of the *Bankruptcy and Insolvency Act* (“**BIA**”), and other relief, as set out in the Notice of Motion dated February 1, 2021, was heard this day via zoom video conference due to the Covid -19 pandemic.

**ON READING** the Receiver’s Fourth Report, and the fee Affidavits of Brahm Rosen sworn January 29, 2021, Lisa Corne sworn February 1, 2021, and Chad Kopach sworn February 3, 2021 (collectively, the “Fee Affidavits”) and on hearing the submissions of counsel for the

Receiver, no one else for any party on the service list appearing, although served as appears from the Affidavit of Service of Jennifer Samuels filed,

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.
  2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to file an assignment of all of Camilla's property for the general benefit of its creditors pursuant to section 49 of the *BIA*.
  3. **THIS COURT ORDERS** that the Receiver's Fourth Report and the activities and proposed activities of the Receiver described therein are hereby approved.
  4. **THIS COURT ORDERS** that the Receiver's Statement of Receipt and Disbursements for the period from July 2, 2020 through January 25, 2021 attached as Appendix G to the Fourth Report is hereby approved.
  5. **THIS COURT ORDERS** the fees and disbursements of the Receiver and its counsel, Dickinson Wright LLP and Blaney McMurtry LLP, as described in the Fourth Report and the Fee Affidavits, are hereby approved.
  6. **THIS COURT ORDERS** that subject to (a) the filing by the Receiver of an assignment of Camilla's property for the general benefit of its creditors pursuant to the *BIA*; (b) the retention of \$23,948.03 in respect of the deficiency in the holdback required under the *Construction Act* (the "**Holdback**"); and (c) after payment of the Receiver's fees, disbursements, costs and expenses, and the fees and disbursements of its counsel, the Receiver is hereby authorized to distribute the remaining funds in its hands to C & K Mortgage Services Inc.
-

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al.**  
Respondents

Court File No. CV-20-00643021-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**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)**

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**LISA S. CORNE (27974M)**

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**DAVID Z. SEIFER (77474F)**

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Tel: 416-646-6867

Fax: 844-670-6009

Lawyers for the Court-appointed Receiver, Rosen Goldberg Inc.

**C & K MORTGAGE SERVICES INC.**  
Applicant

-and- **CAMILLA COURT HOMES INC. et al**  
Respondents

Court File No. CV-20-00643021-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD OF THE RECEIVER**  
**ROSEN GOLDBERG INC.**

**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)**

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**LISA S. CORNE (27974M)**

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Lawyers for the Court-appointed Receiver,  
Rosen Goldberg Inc.