

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

**MOTION RECORD OF THE RECEIVER,
BDO CANADA LIMITED**

November 12, 2021

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

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

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

Lawyers for the Receiver, BDO Canada
Limited

TO: MILLER THOMSON LLP

Avocats/Lawyers
40 King Street West
Suite 5800
Toronto, ON M5H 3S1

Alfred Apps LSO No.: 27760I

Email: aapps@millerthomson.com
Tel: (416) 595-8199

Gregory R. Azeff LSO No.: 45324C

Email: gazeff@millerthomson.com
Tel: (416) 595-2660

Lawyers for the Defendants

AND TORYS LLP

TO: 79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Adam M. Slavens LSO No.: 54433J

Email: aslavens@torys.com
Tel: (416) 865-7333

Lawyers for Tarion Warranty Corporation

AND BDO CANADA LIMITED

TO: Suite 500-20 Wellington Street East
Toronto, ON M5E 1C5

Gary Cerrato

Email: gcerrato@bdo.ca
Tel: (416) 865-0210

Josie Parisi

Email: jparisi@bdo.ca
Tel: (416) 865-0210

Court Appointed Receiver, BDO Canada Limited

AND RAR LITIGATION LAWYERS

TO: 505-1 West Pearce Street
Richmond Hill, ON L4B 3K3

Samantha Wu LSO No.: 60664W

Email: sam@rarlitigation.com

Tel: (905) 731-8100 ext. 212

Lawyers for KAPP Infrastructure Inc.

AND 1931382 ONTARIO INC.

TO: 403-250 Ferrand Drive
Toronto, ON M3C 3G8

Marcel Greaux

Email: mgreaux@garrisongroup.ca

Tel: (647) 280-4454

Second Mortgagee, 1931382 Ontario Inc.

INDEX

TAB	APPENDIX	DOCUMENT
1.		Notice of Motion
2.		Third Report of BDO Canada Limited, in its capacity as Court Appointed Receiver dated November 12, 2021
	A.	Receiver's Pre-Filing Report dated December 16, 2020
	B.	First Report of the Receiver dated March 27, 2021
	C.	Production Order dated March 2, 2021
	D.	Sale Approval Order dated January 14, 2021
	E.	Interim Distribution Order dated June 25, 2021
	F.	Centurion Payout Statement, effective September 14, 2021
	G.	Undertakings of Isaac Olowolafe dated April 21, 2021
	H.	Receiver's Letter to PPSA Registrants dated November 2, 2021
	I.	Receiver's Statement of Receipts and Disbursements dated November 11, 2021
	J.	Fee Affidavit of Josie Parisi sworn November 11, 2021
	K.	Fee Affidavit of Irving Marks sworn November 12, 2021
	L.	Fee Affidavit of Daniel Bank sworn November 12, 2021
	M.	Robins Appleby Security Opinion dated November 11, 2021
3.		Draft Distribution and Discharge of Receiver Order
4.		Blackline of Distribution and Discharge of Receiver Order

Court File No.: CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

NOTICE OF MOTION

BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of 10268054 Canada Corp. ("**102co**") will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on the November 19, 2021 at 9:30 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1(1) because it is *(insert one of on consent, unopposed or made without notice)*;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following Zoom details:

Join Zoom Meeting

<https://us02web.zoom.us/j/87309503173?pwd=UnQ0aSsxR0k3eHpLS1Z2bHlSTTlmQT09>

Meeting ID: 873 0950 3173

Passcode: 728910

One tap mobile

+17789072071,,87309503173#,,,,*728910# Canada

+12042727920,,87309503173#,,,,*728910# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 873 0950 3173

Passcode: 728910

Find your local number: <https://us02web.zoom.us/u/kSHQuUGqf>

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:

- (a) if necessary, the abridgement of the time for service of the Notice of Motion and Motion Record herein and dispensing of service thereof;
- (b) the approval of the Receiver's activities described in the Third Report of the Receiver dated November 12, 2021 (the "**Third Report**");
- (c) the approval of the proposed distributions as set out in paragraphs 48-54 of the Third Report (the "**Proposed Distributions**");
- (d) the approval of the Receiver's fees and disbursements and those of its counsel as set out in the Third Report;
- (e) authorizing the termination of the receivership proceedings and the discharge and release of the Receiver upon the Receiver filing a Certificate of Completion with the Court; and

- (f) such further and other relief as required in the circumstances and this Honorable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Pursuant to the terms of the Order of Justice Dietrich dated January 14, 2021 (the "**Receivership Order**"), BDO was appointed as Receiver over the assets, undertakings and properties of 102co pursuant to section 243 of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**").
2. 102co is a corporation incorporated pursuant to the laws of Canada with a registered office in Toronto. 102co is a residential condominium developer that intended to develop a 42-unit condominium building (the "**Project**") located at the address municipally known as 135 Mandrake Street, Ajax, Ontario (the "**Property**"). 102co was the owner of the Property prior to it being sold by the Receiver.
3. The Property was sold pursuant to the Approval and Vesting Order of Justice Cavanagh dated September 7, 2021 (the "**Amended Sale Approval Order**"). The Amended Sale Approval Order was made on a motion by the purchaser of the property for minor administrative amendments to the Approval and Vesting Order of Justice Dunphy dated June 8, 2021. The sale of the Property closed on September 21, 2021.

Distributions

4. Following the closing of the sale of the Property, the Receiver made an interim distribution to repay the full indebtedness of the first mortgagee, Centurion Mortgage Capital Corporation. This distribution was made pursuant to the Order of Justice Dunphy

dated June 25, 2021 (the “**Interim Distribution Order**”).

5. The Receiver is currently holding the remaining net proceeds of sale from the sale of the Property subject to the approval of a distribution to 102co’s other secured creditors that held mortgage security against the Property.
6. Paragraph 5 of the Amended Sale Approval Order states:

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

7. The Receiver anticipates that 102co will receive an HST Refund upon making the necessary filings with the Canada Revenue Agency. Upon receipt of this anticipated refund, further funds will become available for distribution to 102co’s creditors.
8. The Receiver’s counsel has provided a security opinion to the Receiver regarding the mortgage security of Westmount Guarantee Services Inc. (“**Westmount**”) and Diversified Capital Inc. (“**Diversified**”) that was registered against the Property. The Receiver’s counsel is of the view that, subject to certain standard assumptions and qualifications that:
 - (a) the Westmount mortgage security is valid and enforceable in accordance with its terms as against the Property. The Westmount mortgage is registered in second position; and
 - (b) the Diversified mortgage security is valid and enforceable in accordance with its terms as against the Property. The Diversified mortgage is registered in third position.

9. Based on the Receiver's review, 102co's indebtedness to Westmount is \$16,800 and 102co's indebtedness to Diversified exceeds the remaining proceeds of sale that are being held by the Receiver. After repayment of the Receiver's Borrowings and payment of the Receiver's fees and expenses to date plus a reserve for the Receiver's anticipated fees and expenses to complete the administration of the receivership (collectively, the "**Priority Payments**"), it is expected that Diversified will suffer a shortfall in respect of its mortgage indebtedness.
10. Accordingly, the Receiver recommends that the Court authorize the Receiver to make the Proposed Distributions.

Interest in Dream Funds Transfers

11. Upon being appointed, the Receiver had conducted an analysis of 102co's banking transactions and was unable to trace a construction loan advance of over \$3.7 million into 102co's only bank account while also discovering a high volume of bank account transfers between 12 different bank accounts.
12. The Receiver has conducted a preliminary investigation in respect of these funds, including an examination of the principal of 102co, Isaac Olowolafe, under oath on April 6, 2021 (the "**Olowolafe Examination**"). During the Olowolafe Examination, Olowolafe affirmed that an amount of over \$3.7 million had been directed by Olowolafe to be deposited into an account held by Dream Funds Holdings Inc. (the "**Dream Account**"), a related party by common ownership to 102co.
13. During the Olowolafe Examination, Olowolafe was generally unable to provide specific details of the various bank accounts and transactions. Olowolafe agreed to 33

undertakings to provide the Receiver with further details in respect of the bank accounts, transactions, as well as details regarding agreements of purchase and sale of condominium units and deposits related thereto (the “**Olowolafe Undertakings**”). Despite requests by the Receiver and its counsel, Olowolafe has not produced the information and responses as agreed to in the Olowolafe Undertakings.

14. The Receiver has notified all of the registrants identified from a *Personal Property Security Act* (“**PPSA Registrants**”) search conducted in 102co’s name of the ability to fund further investigation by the Receiver into 102co’s financial affairs. The secured creditors were to contact the Receiver by November 11, 2021 if they wished to fund further investigation into 102co’s financial affairs.
15. As of today, none of the other PPSA Registrants have notified the Receiver that they wish to fund further investigation into 102co’s financial affairs. The Receiver is unaware of any other potential party that would be interested in funding such an investigation.

Approval of Activities and Fees

16. In the Third Report, the Receiver has included a detailed description of its activities, its fees and disbursements, and the fees and disbursements of its lawyers, Robins Appleby LLP.
17. The Receivership Order provides that the Receiver and its legal counsel are entitled to be paid their reasonable fees and disbursements at their standard rates and charges, and are required to pass their accounts from time to time.
18. The Receiver's activities, statement of receipts and disbursements including the fees and disbursements of its legal counsel, Robins Appleby LLP, as set out in the Third Report

are fair and reasonable and should to be approved.

The Discharge of the Receiver

19. In light of the fact that there is no funding available to complete a further investigation into 102co's financial affairs, upon making the payment of the Priority Payments and making the Proposed Distributions, the Receiver will have essentially completed the administration of the receivership. The receivership proceedings should be terminated and the Receiver discharged upon completion of the steps set out in paragraph 55 of the Third Report.

Other Grounds

20. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
21. Such further and other grounds as the lawyers may advise.

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

- (a) The Third Report;
- (b) The Affidavit of Irving Marks sworn November 12, 2021 (the "**Robins Fee Affidavit**");
- (c) The Affidavit of Daniel Bank sworn November 12, 2021 (the "**Rose Persiko Fee Affidavit**");
- (d) The Affidavit of Josie Parisi sworn November 12, 2021 (the "**BDO Fee Affidavit**"); and
- (e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 12, 2021

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

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

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

Lawyers for the Receiver, BDO Canada
Limited

TO: MILLER THOMSON LLP

Avocats/Lawyers
40 King Street West
Suite 5800
Toronto, ON M5H 3S1

Alfred Apps LSO No.: 27760I
Email: aapps@millერთhompson.com
Tel: (416) 595-8199

Gregory R. Azeff LSO No.: 45324C
Email: gazeff@millერთhompson.com
Tel: (416) 595-2660

Lawyers for the Defendants

AND TORYS LLP

TO: 79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Adam M. Slavens LSO No.: 54433J
Email: aslavens@torys.com
Tel: (416) 865-7333

Lawyers for Tarion Warranty Corporation

AND BDO CANADA LIMITED
TO: Suite 500-20 Wellington Street East
Toronto, ON M5E 1C5

Gary Cerrato
Email: gcerrato@bdo.ca
Tel: (416) 865-0210

Josie Parisi
Email: jparisi@bdo.ca
Tel: (416) 865-0210

Court Appointed Receiver, BDO Canada Limited

AND RAR LITIGATION LAWYERS
TO: 505-1 West Pearce Street
Richmond Hill, ON L4B 3K3

Samantha Wu LSO No.: 60664W
Email: sam@rarlitigation.com
Tel: (905) 731-8100 ext. 212

Lawyers for KAPP Infrastructure Inc.

AND 1931382 ONTARIO INC.
TO: 403-250 Ferrand Drive
Toronto, ON M3C 3G8

Marcel Greaux
Email: mgreaux@garrisongroup.ca
Tel: (647) 280-4454

Second Mortgagee, 1931382 Ontario Inc.

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court File No.: CV-20-00652174-00CL

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

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783
Fax: (416) 868-0306

Lawyers for the Receiver, BDO Canada Limited

Court File No. CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Respondent

**THIRD REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT APPOINTED RECEIVER**

November 12, 2021

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE OF THIS REPORT	3
DISCLAIMER	6
ACTIVITES OF THE RECEIVER.....	7
COMPLETION OF THE SALE OF THE PROPERTY.....	7
INTERIM DISTRIBUTION	8
INTEREST IN DREAM FUNDS TRANSFERS	9
RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	10
FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL	10
PRIORITY PAYABLES	11
Employee Related Claims.....	11
Harmonized Sales Tax.....	11
FINAL DISTRIBUTION.....	12
DISCHARGE OF THE RECEIVER	13
CONCLUSION	13

APPENDICES

Receiver’s Pre-Filing Report, dated December 16, 2020	A
First Report of the Receiver dated March 27, 2021	B
Olowolafe Production Order	C
Sale Approval Order	D
Interim Distribution Order	E
Centurion Payout Statement, effective September 14, 2021	F
Olowolafe Undertakings	G
Receiver’s Letter to PPSA Registrants, dated November 2, 2021	H
Receiver’s Statement of Receipts and Disbursements, dated November 11, 2021	I
Fee Affidavit of Josie Parisi, dated November 11, 2021	J
Fee Affidavit of Irving Marks, dated November 12, 2021	K
Fee Affidavit of Daniel Bank, dated November 12, 2021	L
Robins Appleby Security Opinion	M

INTRODUCTION AND PURPOSE OF THIS REPORT

1. By Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (the “**Court**”) dated January 14, 2021 (the “**Receivership And Sale Process Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties (collectively, the “**Assets**”) of 10268054 Canada Corp., (the “**Company**” or “**102 Corp**”), pursuant to the application made by Centurion Mortgage Capital Corporation (“**Centurion**”).
2. As per the endorsement of Justice Dietrich, of January 14, 2021, the appointment date of the Receiver was deferred by one week to January 21, 2021 to provide the Company with an opportunity to obtain an offer for the sale of the Assets and avoid the appointment of the Receiver. The Company was unable to secure an offer for the Assets and the Receivership Order became effective January 21, 2021 at 12:00 pm (the “**Date of Appointment**”). The appointment of the Receiver and the Court proceedings following such appointment are referred to herein as the “**Receivership Proceedings**”.
3. The Company’s principal asset was a partially completed 2 and 3 storey, 42 unit stacked condominium townhouse complex development known as 135 Mandrake Street (the “**Project**”). The Project consisted of approximately 53,217 square feet of net saleable area plus 55 above grade parking spaces on a 1.05 acre lot (the “**Real Property**”).
4. The Receiver was provided a schedule of deposits received by the Company’s solicitor, Miller Thomson LLP (“**MT**”), that shows 11 condominium units have been pre-sold (the “**Pre-Construction Sales**”) and agreements of purchase and sale have been executed between 102 Corp and the condominium unit purchasers (the “**MT Deposit Report**”). The MT Deposit Report shows that MT holds \$95,000, in trust in respect of the deposits received from the Pre-Construction Sales.
5. The Receivership and Sale Process Order approved a marketing and sale process for the Assets (the “**Sale Process**”). The Sale Process was described in and attached as an appendix to the Receiver’s report to the Court, dated December 16, 2020 (the “**Prefiling Report**”). A copy of the Prefiling Report, including the appended Sale Process is attached hereto as **Appendix “A”**.
6. On February 24, 2021, the Receiver filed its first report to the Court (the “**First Report**”) in support of its motion (returnable March 2, 2021) seeking, *inter alia*, an order requiring the sole officer and director of 102 Corp, Mr. Temitope Olowolafe a.k.a. Isaac Olowolafe (“**Olowolafe**”) to comply with certain terms of the Receivership Order, to provide the books and records of 102 Corp as requested by the Receiver, and to attend to an examination under oath conducted by the Receiver. A copy of the First Report (without appendices) is attached hereto as **Appendix “B”**.

7. On March 2, 2021, the Court issued an order granting the relief sought by the Receiver in its First Report (the “**Olowolafe Production Order**”). A copy of the Olowolafe Production Order is attached hereto as **Appendix “C”**.
8. On May 31, 2021, the Receiver filed its second report to the Court (the “**Second Report**”) in support of its motion (returnable June 8, 2021) seeking, *inter alia*, an Order:
 - i. approving and authorizing the asset purchase agreement dated May 17, 2021 entered into by 12931190 Canada Inc. (the “**Purchaser**”) and the Receiver (the “**12931109 APA**”) with respect to the purchase and sale of the Purchased Assets (as defined in the 12931109 APA) and approving the transaction set out therein (the “**Transaction**”);
 - ii. vesting 102 Corp’s right, title and interest, if any, in and to the Purchased Assets free and clear of all encumbrances, subject to the terms of the 12931109 APA;
 - iii. approving a distribution of the proceeds of sale representing the Purchase Price (as defined in the 12931109 APA) as set out therein, subject to such holdback as the Receiver may require to complete its mandate and obtain its discharge pursuant to the Receivership Order (the “**Proposed Distributions**”);
 - iv. authorizing the Receiver to disclaim the agreements of purchase and sale with the Unit Purchasers (as defined in the Second Report) (the “**Pre-Construction Sale Agreements**”);
 - v. approving a deposit refund protocol (the “**Deposit Refund Protocol**”) for the return of the deposits to Unit Purchasers in respect of the disclaimed Pre-Construction Sale Agreements; and
 - vi. approving the fees and disbursements of the Receiver and its legal counsel, Robins Appleby LLP (“**Robins Appleby**”), and authorizing the Receiver to pay all approved and unpaid fees and disbursements.
9. Pursuant to the Order of Justice Dunphy dated June 8, 2021, the Court approved the Transaction and vested in the Purchaser, 102 Corp’s right, title and interest in and to the Purchased Assets (the “**Sale Approval Order**”). Further, pursuant to a separate Order of Justice Dunphy dated June 8, 2021, the Court approved the disclaimer of the Pre-Construction Sale Agreements, approved the Deposit Refund Protocol and approved the Receiver’s fees and disbursements and those of its counsel. The Relief sought in respect of approval of the Proposed Distributions, as set out in the Second Report was adjourned to a date fixed by the Court. A copy of the Sale Approval Order is attached hereto as **Appendix “D”**.

10. The Receiver filed a supplementary report to the Second Report on June 14, 2021 (the “**Supplement to the Second Report**”) to provide the Court with additional information to support the Receiver’s recommendation to approve the Proposed Distributions.
11. On June 25, 2021, the Court issued an Order authorizing the Receiver to make distributions to Centurion in accordance with paragraphs 44 through 54 of the Second Report (the “**Interim Distribution Order**”). A copy of the Interim Distribution Order is attached hereto as **Appendix “E”**.
12. The purpose of this Report, dated November 12, 2021 (the “**Third Report**”) is to provide information to the Court with respect to:
 - i. the activities of the Receiver from the date of its Second Report;
 - ii. the sale of the Property and matters relating thereto;
 - iii. the interim distribution of the net proceeds from the sale of the Property to Centurion and the proposed Final Distribution (as defined herein) of the remaining funds in the Receiver’s possession, after provision for payment of the outstanding professional fees of the Receiver and its counsel;
 - iv. the Receiver’s statement of receipts and disbursements from the Date of Appointment to November 11, 2021 (the “**Statement of R&D**”);
 - v. the fees of the Receiver and the fees of its counsel;
 - vi. the Receiver’s motion for an Order (the “**Distribution and Discharge Order**”) of this Court, *inter alia*:
 - a) approving the Statement of R&D;
 - b) authorizing the Receiver to make the Final Distribution (as defined herein);
 - c) approving the Receiver’s outstanding professional fees and those of its legal counsel, Robins Appleby, including future professional fee estimates to finalize the receivership administration.

- d) discharging BDO as Receiver of all of the assets, undertakings and properties of 102 Corp upon service by the Receiver on the Service List of a certificate, substantially in the form set out in Schedule “A” of the Distribution and Discharge Order (the “**Receiver’s Discharge Certificate**”), with the filing of such certificate with the Court to follow as soon as practicable; and
- e) releasing BDO from any and all liability that it now has or may have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver’s part, upon the service of the Receiver’s Discharge Certificate.

13. This Third Report, and other all court materials and orders issued and filed in these receivership proceedings are or will be made available on the Receiver’s case website (the “**Case Website**”) at: <https://www.bdo.ca/en-ca/extranets/10268054canadacorp/> and will remain available on the website for a period of six (6) months following the Receiver’s discharge.

DISCLAIMER

14. This Third Report is prepared solely for the use of the Court for the purpose of assisting it in making a determination whether to: (i) approve the Receiver’s Statement of R&D (ii) authorize the Receiver to make a Final Distribution (iii) approve the accounts of the Receiver and its legal counsel (iv) discharge the Receiver, and (v) grant any other ancillary relief the Court deems just.

15. Except as otherwise described in this Third Report:

- i. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
- ii. the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

16. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

17. The Receiver's significant activities since the issuance of the Second Report have consisted of:

- i. continuing to post updates and materials with respect to the Receivership Proceedings to the Case Website;
- ii. arranging for the Property to be maintained, as needed;
- iii. negotiating terms for the extension to the closing date of the Transaction and entering into agreements for such extensions;
- iv. completing the Transaction;
- v. terminating insurance coverage for the Real Property and transferring accounts for site fence rentals;
- vi. issuing distributions to Centurion in accordance with the Interim Distribution Order (as described herein);
- vii. notifying all parties with secured registrations against 102 Corp, pursuant to the *Personal Property Security Act (Ontario)* (the "PPSA"), of the ability to fund the Receiver to conduct further investigation with respect to funds that were possibly diverted from 102 Corp;
- viii. providing Tarion Warranty Corporation the Statutory Declaration as required by the Deposit Refund Protocol; and
- ix. preparing this Third Report.

COMPLETION OF THE SALE OF THE PROPERTY

18. As set out in the Second Report, the Receiver entered into the 12931109 APA dated May 17, 2021 with the Purchaser in respect of the Purchased Assets.

19. Pursuant to the terms of the 12931109 APA, closing of the transaction was to occur on the 45th day following the date on which the Approval and Vesting Order was granted, or such other date as may be agreed upon between the Receiver and the Purchaser. As the Approval and Vesting Order was granted on June 8, 2021, the closing date was set to be July 23, 2021.

20. The Purchaser was unable to close the Transaction by July 23, 2021 and requested an extension. The Receiver agreed to extend the closing date to August 31, 2021 in exchange for the Purchaser paying an additional \$200,000, consisting of an extension fee of \$100,000 and an increase to its deposit of \$100,000 (the “**First Extension Agreement**”). The extension fee was not to be credited towards the Purchase Price.
21. Prior to August 31, 2021, the Purchaser made an additional request to extend the closing by two (2) weeks to September 14, 2021. The Purchaser paid a second extension fee of \$200,000 to the Receiver as consideration for the extension (the “**Second Extension Agreement**”). This extension fee was not to be credited to the Purchase Price and the funds would be paid by the Receiver to Centurion to pay down the indebtedness owing from 102 Corp to Centurion.
22. The Purchaser was again unable to close the Transaction by September 14, 2021. The Receiver agreed to further extend the closing date by three (3) days to September 17, 2021 (the “**Third Extension Agreement**”). As consideration for the Third Extension Agreement, the Purchaser paid a third extension fee of \$100,000. This third extension fee was not to be credited towards the Purchase Price and would be paid by the Receiver to Centurion to pay down the indebtedness owing from 102 Corp to Centurion.
23. As a result of the consideration paid by the Purchaser for the First Extension Agreement, the Second Extension Agreement and the Third Extension Agreement, the Purchaser had increased its deposit toward the Purchase Price by \$100,000 and paid extension fees totaling \$400,000 that were credited towards the indebtedness of 102 Corp to Centurion (the “**Extension Fee Payments**”).
24. On September 21, 2021 the Transaction was completed.

INTERIM DISTRIBUTION

25. As further detailed in the Second Report, Centurion has a first ranking security interest in the assets sold pursuant to the 12931109 APA (the “**Centurion Mortgage**”). The Interim Distribution Order authorized the Receiver to distribute the net proceeds from the Transaction to Centurion up to the maximum amount of the debt owing to Centurion.
26. In accordance with the Interim Distribution Order, the Receiver had made an initial distribution to Centurion in the amount of \$820,000 on August 6, 2021 (the “**Initial Centurion Distribution**”).

27. The Receiver had previously reported to this Court that the net sale proceeds from the Transaction would be insufficient to repay the indebtedness owing by 102 Corp to Centurion. However, as a result of the Extension Fee Payments being paid by the Receiver to Centurion to reduce its loans, the net proceeds of sale from the Transaction were sufficient to fully retire Centurion's debt.
28. Centurion's payout statement (the "**Centurion Payout Statement**") shows its loans plus accrued interest totaled \$8,406,149.26 at September 14, 2021 (the "**Centurion Loan Balance**"). A copy of the Centurion Payout Statement is attached hereto as **Appendix "F"**.
29. Subsequent to the Initial Centurion Distribution, the Receiver has made further distributions to Centurion to pay out the Centurion Loan Balance. The Receiver has made loan repayments to Centurion totaling \$9,239,183.12 to fully retire Centurion's debt, including \$13,033.86 in per-diem interest accrued from September 14, 2021 to September 22, 2021.

INTEREST IN DREAM FUNDS TRANSFERS

30. As detailed in paragraphs 18 through 25 of the Receiver's First Report, the Receiver had conducted an analysis of 102 Corp's banking transactions. The Receiver was unable to trace Centurion's construction loan advance of over \$3.7 million into the Company's only bank account while also discovering a high volume of bank account transfers between 12 different bank accounts.
31. In accordance with the Olowolafe Production Order, Olowolafe attended an examination under oath on April 6, 2021 (the "**Olowolafe Examination**").
32. During the Olowolafe Examination, Olowolafe was asked specifically about 102 Corp's bank account activity and the details of deposits made by Centurion with respect to its advances for the purposes of funding the Project. Olowolafe affirmed that an advance by Centurion of over \$3.7 million had been directed by Olowolafe to be deposited into an account held by Dream Funds Holdings Inc. (the "**Dream Account**"), a related party by common ownership to 102 Corp.
33. During the Olowolafe Examination, Olowolafe was generally unable to provide specific details of the various bank accounts and transactions. Olowolafe agreed to 33 undertakings to provide the Receiver with further details in respect of the bank accounts, transactions, as well as details regarding agreements of purchase and sale of condominium units and deposits related thereto (the "**Olowolafe Undertakings**"). A summary of the Olowolafe Undertakings is attached hereto as **Appendix "G"**.
34. Despite requests by the Receiver and its counsel, Olowolafe has not produced the information and responses as agreed to in the Olowolafe Undertakings.

35. During his examination, Olowolafe claims that the funds advanced by Centurion and directed to Dream Funds Holdings Inc. may have been paid directly by Dream Funds Holdings Inc. to suppliers for costs incidental to the Project. However, at this time, the Receiver has not been provided with evidence that would support such a finding.
36. The Receiver couriered a letter dated November 2, 2021 notifying all of the registrants identified from a *Personal Property Security Act* (“**PPSA Registrants**”) search conducted in the Company’s name of the ability to fund further investigation by the Receiver into the Company’s financial affairs. The secured creditors were to contact the Receiver by November 11, 2021 if they wished to fund further investigation into the Company’s financial affairs. A copy of the Receiver’s aforementioned letter dated November 2, 2021 is attached hereto as **Appendix “H”**.
37. The Receiver has confirmed via Purolator’s tracking systems that all PPSA Registrants have received the Receiver’s November 2, 2021 letter, with the exception of Garrison Hill Developments Inc. (“**Garrison Hill**”), who had changed their address. Garrison Hill has been subsequently contacted by the Receiver and has advised that it does not wish to participate in funding any further investigation into the Company’s financial affairs.
38. At the time of preparing this report, none of the other PPSA Registrants have notified the Receiver that they wish to fund further investigation into the Company’s financial affairs.

RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS

39. Attached as **Appendix “I”** to this report is the Receiver’s Statement of R&D. As set out therein, the Receiver’s cash receipts were \$9,402,319.90, and cash disbursements were \$9,360,668.50 (inclusive of the payments to Centurion), resulting in receipts over disbursements of \$41,651.40.

FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

40. The Receiver’s accounts total \$38,827.50 in fees plus HST of \$5,047.58 for a total amount of \$43,85.08 for the period of May 21, 2021 to November 11, 2021 (the “**Receiver’s Invoices**”). The Receiver estimates that its fees from November 11, 2021 to finalization of the receivership administration will be \$8,475.00, inclusive of HST (together with the Receiver’s Invoices, the “**Receiver’s Accounts**”). A copy of the Receiver’s Invoices, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Josie Parisi sworn November 11, 2021, which is attached hereto as **Appendix “J”**.
41. The total fees and disbursements of Robins Appleby for the period of May 11, 2021 to November 11, 2021 were \$49,420.22, and total amount inclusive of HST is \$55,778.41 (the “**Robins Appleby Invoices**”). Robins Appleby estimates that its fees from November 11, 2021 to the finalization of

the receivership administration will be \$8,475.00, inclusive of HST (together with the Robins Appleby Invoices, the “**Robins Appleby Accounts**”). A copy of the Robins Appleby Invoices and the time spent by Robins Appleby is more particularly described in the Affidavit of Irving Marks sworn November 11, 2021, which is attached hereto as **Appendix “K”**.

42. The total fees of Rose Perisko for services provided to the Receiver were \$7,847.42 inclusive of disbursements and HST (the “**Rose Perisko Accounts**”). A copy of the invoice of Rose Perisko and details of the time spent by Rose Perisko is more particularly described in the Affidavit of Daniel Bank, sworn November 12, 2021, which is attached hereto as **Appendix “L”**.
43. The Receiver requests that the Court approve the Receiver’s accounts and those of its legal counsel. The Receiver also requests that the Court approve the future fee estimates to complete the receivership administration for which the Receiver and its counsel will only draw upon based on actual time and disbursements incurred.

PRIORITY PAYABLES

Employee Related Claims

44. The Receiver was advised by Olowolafe that 102 Corp did not have any employees. Therefore it is the Receiver’s understanding that no amounts would be owing with respect to employee related obligations that may be imposed with a statutory deemed trust pursuant to subsections 227(4) or (4.1) of the *Income Tax Act* (ITA), subsections 23(3) or (4) of the *Canada Pension Plan* (CPP) or subsections 86(2) or (2.1) of the *Employment Insurance Act* (EIA).
45. Further, it is the Receiver’s understanding that no amounts would be owing pursuant to the *Wage Earner Protection Program Act*, which may otherwise rank in priority to secured creditors of 102 Corp.
46. The Receiver has not received any communication from persons representing to be former employees of 102 Corp.

Harmonized Sales Tax

47. 102 Corp did not complete the development of the Project, nor closed any sale transactions for any of the condominium townhouse units. Therefore, 102 Corp did not incur sales that would have been subject to the collection and remittance of any Harmonized Sales Tax (“**HST**”). Accordingly, the Receiver understands there to be no outstanding balance for unremitted HST that could be imposed with a deemed trust for the benefit of the Crown.

FINAL DISTRIBUTION

48. Based on the expenditures to-date and accrued professional fees related to the administration of the Receivership, the Receiver expects that upon filing a final HST return it will receive an HST refund of approximately \$41,493.27 (the “**Expected HST Refund**”).

49. As set out in the Statement of R&D, the Receiver is holding \$41,651.40 in its estate account at November 11, 2021 before provisions for the collection of the Expected HST Refund and payment of outstanding professional fees of the Receiver and its counsel. The outstanding professional fees of the Receiver and its counsel, including estimates of future fees to complete the receivership administration (the “**Unpaid Accounts**”) are summarized as follows:

	Outstanding Invoices	Accrual for future fees	HST	Total
BDO	\$ 23,369.50	\$7,500	\$4,013.04	\$34,882.54
Robins Appleby	\$ 4,719.00	\$7,500	\$1,588.47	\$13,807.47
TOTALS	\$28,088.50	\$15,000	\$5,601.51	\$48,690.01

50. Following the collection of the Expected HST Refund and payment of the Unpaid Accounts, the Receiver estimates that the remaining funds that will be in the possession of the Receiver will be \$34,066.91 (the “**Remaining Funds**”).

51. As described above, the Receiver has made distributions to Centurion totaling \$9,039,183.12, representing full payment of the amounts owing to Centurion pursuant to its loans and amounts borrowed by the Receiver pursuant to a Receiver’s Certificate, including all related interest and fees.

52. The Receiver has obtained a security opinion from Robins Appleby (the “**Robins Appleby Security Opinion**”) confirming that, subject to certain standard assumptions and qualifications that:

- i. Westmount Guarantee Services Inc. (“**Westmount**”) holds a valid and enforceable mortgage against the Property and that such mortgage is registered in second position to Centurion; and
- ii. Diversified Capital Inc (“**Diversified**”) holds a valid and enforceable mortgage against the Property and that such mortgage is registered in third position to both Centurion and Westmount.

A copy of the Robins Appleby Security Opinion is attached hereto as **Appendix “M”**.

53. Based on invoices provided to the Receiver, the indebtedness of 102 Corp to Westmount is \$16,800 and the indebtedness to Diversified exceeds the remaining proceeds that would be available from the Remaining Funds. Diversified is expected to suffer a shortfall on its indebtedness.
54. Therefore, the Receiver is seeking an Order authorizing the Receiver to distribute to Westmount \$16,800 and any balance from the Remaining Funds to Diversified up to the amount of Diversified's total indebtedness (together the **“Final Distribution”**).

DISCHARGE OF THE RECEIVER

55. To the best of the Receiver's knowledge, the Receiver has completed the realization of substantially all of 102 Corp's Assets. Additionally, no secured party has approached the Receiver to fund further investigation into the Company's affairs. Accordingly, all of the Receiver's duties (the **“Remaining Duties”**) as set out in the Receivership Order will be completed upon:

- i. filing the final HST returns;
- ii. making the Final Distribution;
- iii. paying the unpaid accounts of the Receiver, Robins Appleby and Rose Perisko;
- iv. filing the Receiver's final report pursuant to S.246(3) of the *Bankruptcy and Insolvency Act* with the Office of the Superintendent of Bankruptcy; and
- v. such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate.

56. Once the Receiver has completed these aforementioned activities, the Receiver proposes to file the Receiver's Discharge Certificate with the Court certifying same to obtain a discharge and release over the undertaking, property and assets of 102 Corp.

CONCLUSION

57. Based on the foregoing, the Receiver respectfully requests that the Court grant the Distribution and Discharge Order:
- i. approving the Statement of R&D;
 - ii. authorizing the Receiver to make the Final Distribution;

- iii. approving the Receiver's Accounts, the Robins Appleby Accounts and the Rose Perisko Accounts;
- iv. that, upon the filing by the Receiver of the Receiver's Discharge Certificate, discharging BDO as Receiver of all of the assets, undertakings and properties of 102 Corp; and
- v. that, upon the filing of the Receiver's Discharge Certificate, releasing BDO from any and all liability it now has or may have by reason of, or in any way arising out of, the acts of omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part.

All of which is respectfully submitted this 12th day of November 2021.

**BDO CANADA LIMITED,
in its capacity as the Court-appointed Receiver of
10268054 Canada Corp, and not in its personal or corporate
capacity**

Per:



Name: Josie Parisi, CA, CPA, CBV, CIRP, LIT
Title: Senior Vice-President

Court File No. CV-20-00652174-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

- and -

10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND

TEMITOPE OLOWOLAFRE a.k.a. ISACC OLOWOLAFE

Defendants

REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY

AS PROPOSED RECEIVER

December 16, 2020

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE OF THIS REPORT	3
Introduction	3
Background.....	3
Purpose	4
Disclaimer	5
PROPOSED MARKETING AND SALE PROCESS.....	5
Overview	6
Proposed Sale Process Timeline.....	8
PROPOSED RECEIVER’S RECOMMENDATIONS.....	9

APPENDICES

Legal Description of 184-188 Salem Road, Ajax, ON	A
Project Photographs taken December 3, 2020	B
Proposed Marketing and Sale Process Overview and Timelines	C

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. BDO Canada Limited ("BDO") understands that Centurion Mortgage Capital Corporation ("Centurion" or the "Plaintiff") intends to bring an application before this Honourable Court seeking relief under section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended ("BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended ("CJA"), appointing BDO as receiver and manager (in such capacity, the "Receiver") over all of the assets, undertakings and properties (collectively, the "Assets") of 10268054 Canada Corp. (the "Company" or "102 Corp.") in such proceeding.
2. BDO has provided its consent to act as Receiver (the "Consent") should this Honourable Court grant the Plaintiff's request to appoint a Receiver over the Company's Assets. A copy of the Consent is included as Tab 2, Appendix "S" to the Plaintiff's motion record.
3. The proceeding to be commenced by the Plaintiff pursuant to the BIA and CJA are referred to herein as the "Receivership Proceeding".

Background

4. The Company's principal asset is a partially completed 2 and 3 storey, 42 unit stacked condominium townhouse complex development known as 135 Mandrake Street (the "Project"). The Project consists of approximately 39,084 square feet of net saleable area plus 49 above grade parking spaces on a 1.05 acre lot. A legal description of the Project lands, municipally known as 184-188 Salem Road (formerly 135 Mandrake Street), Ajax, Ontario (the "Real Property") is included hereto as Appendix "A".

-4-

5. The proposed Receiver understands that 102 Corp. is a single purpose entity incorporated in Canada by Dream Maker Developments Inc. for the sole purpose of developing the Project. The Project is listed as "Project #5" on the Dream Maker Developments Inc. website with the following Uniform Resource Locator "URL": <https://www.dreammakerrealty.ca/pages/4722/Dream-Maker-Developments-Inc>.
6. The Project is currently under construction and it appears from recent photographs taken by the proposed Receiver on December 2, 2020, that certain site servicing work appears completed and a concrete foundation has been poured. Photographs taken by the proposed Receiver are included hereto as Appendix "B".
7. The proposed Receiver understands that approximately 11 condominium units have been pre-sold (the "Pre-Construction Sales") and agreement of purchase and sale have been executed between 102 Corp. and the condominium unit purchasers. The Company's solicitor, Miller Thomson LLP, currently holds \$95,000, in trust in respect of the deposits received from the Pre-Construction Sales.
8. Pursuant to Paragraph 3(k) of the Commercial List Model Receivership Order, a receiver is authorized to sell, convey, transfer, lease or assign 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.

Purpose

9. The purpose of the this pre-filing report of the proposed Receiver dated December 16, 2020 (the "Pre-filing Report") is to provide this Honourable Court with further background information related to additional relief sought by the Plaintiff should this Honourable Court approve the appointment of a Receiver over the Company's Assets including:

-5-

- (a) that the Court contemporaneously approve the proposed Receiver's intended marketing and sale process for the Project (the "Sale Process"), as set out in this Pre-filing Report to reduce the number of court appearances in the Receivership Proceeding to reduce receivership costs while also limiting the carrying costs associated with the Real Property.

Disclaimer

10. BDO has reviewed the sworn affidavit of Ryan Buzzell dated December 3, 2020 (the "Buzzell Affidavit").
11. BDO has relied upon the financial records and financial statements of 102 Corp., as well as other information supplied by management, accountants, auditors and financial advisors to 102 Corp. Our procedures and enquiries did not constitute an audit or review engagement. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of the Pre-filing Report (defined below). Any use which any party, other than the Court, makes of this Pre-filing Report or any reliance on or a decision made based upon it is the responsibility of such party.
12. Capitalized terms not defined in this report are as defined in the Buzzell Affidavit filed in support of the Plaintiff's motion to appoint a receiver over the the Company's Assets. This report should be read in conjunction with the Buzzell Affidavit as certain information contained in the Buzzell Affidavit has not been included herein in order to avoid unnecessary duplication.
13. Unless otherwise stated, all monetary amounts contained in Pre-Filing Report are expressed in Canadian dollars.

PROPOSED MARKETING AND SALE PROCESS

14. In addition to seeking the appointment of a Receiver over the Company's Assets, the Plaintiff is seeking this Court's approval of the proposed Sale Process, the details of which are set out in detail below.

15. The proposed Receiver has developed the Sale Process to solicit bids by a set bid deadline. The proposed Receiver is of the view that the proposed Sale Process balances the need to have a sale accomplished in a reasonable time frame to limit the carrying costs of the Real Property with the desire to properly expose the Project to the marketplace to maximize recovery for the creditors.

Overview

16. The proposed Sale Process, including the proposed timelines, is annexed hereto as Appendix "C", and will consist of the following steps:
 - (a) preparing a list of developers and other identified potential strategic buyers, who will be contacted by telephone or email with a "teaser letter" describing the development/investment opportunity;
 - (b) creating a website promoting the Sale Process, which will be accessed through the website that the proposed Receiver creates to provide access to all public Court documents in the Receivership Proceeding, namely, URL: [https://www.extranets.bdo.ca/10268054 Canada Corp](https://www.extranets.bdo.ca/10268054%20Canada%20Corp);
 - (c) advertising the development/investment opportunity in the national edition of the Globe & Mail on two separate occasions;
 - (d) advertising the development/investment opportunity in the "Daily Commercial News" construction gazette;
 - (e) advertising the development/investment opportunity in the NRU GTA Weekly Newsletter;
 - (f) advertising the development/investment opportunity on the MLS and/or ICX website through a third party provider;

-7-

- (g) preparing a form of confidentiality agreement and a confidential information memorandum (the "CIM") to invite offers to purchase the Project, which will include a summary of the opportunity and the terms and conditions of sale (the "Terms and Conditions");
- (h) the Terms and Conditions included in the CIM will request that non-binding bids be submitted no later than 5:00 pm (Toronto time) on Friday, March 12, 2021 (the "Non-Binding APA Deadline") in accordance with the proposed Sale Process, which will require the following:
- the identity of the purchaser;
 - the total dollar value of the bid submitted;
 - a deposit equal to 5% of the offer price; and
 - evidence of financial wherewithal to complete the transaction.
- (i) pre-qualifying bidders and ensuring they execute the confidentiality agreement prior to being granted access to the Receiver's encrypted virtual electronic data room (the "Data Room"), which will contain, among other things: (i) the CIM and financial information relevant to the Project; (ii) other pertinent site and development information relevant to the Project, and (iii) a template asset purchase agreement;
- (j) coordinating site visits to the Real Property;
- (k) responding to additional information requests and questions regarding the Project;
- (l) receiving and refining bids and selecting a winning bidder;

-8-

(m) allowing qualified bidders a limited due diligence period; and

(n) finalizing an agreement of purchase and sale and preparing to seek Court approval of the selected bid.

Proposed Sale Process Timeline

17. Set out below is the proposed Sale Process timeline (capitalized terms are as defined in the Sale Process):

Date(s)	Summary of Sale Process Step(s)
Friday, January 15, 2021 to Friday, January 29, 2021 (2 weeks)	Set up encrypted virtual data room and website Complete CIM Prepare marketing materials and teaser letter Assemble target lists
Monday, February 1, 2021 to Friday, March 12, 2021 (6 weeks)	Contact interested parties and distribute teaser letter Delivery of executed confidentiality agreements and grant access to encrypted data room Marketing efforts as set out in paragraph 16 (b) to (g) above Potential Bidder meetings Co-ordinate site visits
Friday, March 12, 2021	Non-Binding APA Deadline - 5:00 pm (Eastern Standard Time)
Monday, March 15, 2021 to Friday, March 19, 2021 (1 week)	Review and evaluate Non-Binding APAs Negotiate Non-binding APAs Qualify Phase II Qualified Bidders
Monday, March 22, 2021 to Friday, April 2, 2021 (2 weeks)	Phase II Qualified Bidder due diligence period Co-ordinate any legal and tax issues Assist in any reasonable diligence requests
Friday, April 2, 2021	Binding APA Deadline - 5:00 pm (Eastern Standard Time)
Monday, April 5, 2021 to Friday, April 9, 2021 (1 week)	Selection of Successful APA, and finalization and execution of Successful APA

Date(s)	Summary of Sale Process Step(s)
Friday April 23, 2021 (2 weeks)	Court approval of Successful APA and transaction
Tuesday, May 4, 2021 (11 days)	Closing

18. The proposed Sale Process is expected to take 15 weeks or just under 4 months to complete should the Court approve the Sale Process.
19. Although the proposed Receiver's intended course of action is to run its Sale Process with a bid deadline, the proposed Receiver also seeks the flexibility to be able to accept any bid received at any time, terminate the Sale Process at any time and immediately enter into discussions with a bidder with a view to finalizing the transaction contemplated by such bid.
20. The market of likely buyers for the Project may be relatively limited to residential property developers in this instance and can be readily identified by the proposed Receiver. The Project's attributes do not appear to lend themselves to being simply listed on MLS alone as would be the case if selling the Real Property through a real estate broker. The Receiver's proposed Sale Process provides for the comparison of multiple offers inherently maximizing asset value. The proposed Receiver's Sale Process will also set to limit the due diligence period required by prospective purchasers during which time the property would essentially be "off the market" if being sold by a real estate broker.
21. The proposed Receiver is of the view that the proposed Sale Process represents a reasonable and commercially efficient process which allows a sufficient opportunity to optimize the chances of securing the best possible price for the Project for the benefit of the Company's creditors as a whole.

PROPOSED RECEIVER'S RECOMMENDATIONS

22. Should this Honourable Court appoint a Receiver over the Company's Assets, the proposed Receiver recommends:

-10-

(a) that the Court also contemporaneously approve the proposed Sale Process as set out in this Pre-Filing Report; and

(b) that the Court grant such further and other relief as it may deem just.

All of which is respectfully submitted this 16th day of December, 2020.

BDO CANADA LIMITED,

Per:



Name: Gary Cerrato, CIRP, LIT
Title: Vice President

APPENDIX A

LAND
REGISTRY
OFFICE #40

26453-0695 (LT)

PREPARED FOR Kystra19
ON 2020/11/27 AT 10:48:09

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

PROPERTY DESCRIPTION: BLK 91 PL 40M1378, SAVE & EXCEPT PTS 1 & 2 PL 40R21864, AJAX, REGIONAL MUNICIPALITY OF DURHAM

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 26453-0473

PIN CREATION DATE:
2003/08/20

OWNERS' NAMES
10268054 CANADA CORP.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LT258311	1986/01/23	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF AJAX	C
LT258742	1986/01/28	NOTICE AGREEMENT			THE REGIONAL MUNICIPALITY OF DURHAM	C
LT268257	1986/04/29	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF AJAX	C
LT417675	1988/11/09	NOTICE			THE CORPORATION OF THE TOWN OF AJAX	C
40R20665	2001/08/24	PLAN REFERENCE				C
40R21765	2003/02/17	PLAN REFERENCE				C
DR431407	2005/09/26	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: AIRPORT ZONING REGULATIONS						
40R26339	2010/03/25	PLAN REFERENCE				C
DR1634930	2017/09/07	TRANSFER	\$2,750,000	2489466 ONTARIO LIMITED	10268054 CANADA CORP.	C
REMARKS: PLANNING ACT STATEMENTS.						
DR1762699	2018/12/21	CHARGE	\$17,500,000	10268054 CANADA CORP.	CENTURION MORTGAGE CAPITAL CORPORATION	C
DR1762700	2018/12/21	NO ASSGN RENT GEN		10268054 CANADA CORP.	CENTURION MORTGAGE CAPITAL CORPORATION	C
REMARKS: DR1762699.						
DR1762723	2018/12/21	CHARGE	\$6,000,000	10268054 CANADA CORP.	WESTMOUNT GUARANTEE SERVICES INC.	C
DR1809576	2019/07/12	CHARGE	\$500,000	10268054 CANADA CORP.	GARRISON HILL DEVELOPMENTS INC. KIMILA TREASURE CAMPBELL GREUX	C

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

LAND
REGISTRY
OFFICE #40

26453-0695 (LT)

PREPARED FOR Kystra19
ON 2020/11/27 AT 10:48:09

* 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
DR1809577	2019/07/12	NO ASSGN RENT GEN		10268054 CANADA CORP.	GARRISON HILL DEVELOPMENTS INC. CAMPBELL GREAX, KIMILA TREASURE	C
		REMARKS: DR1809576				
DR1821027	2019/08/22	CHARGE	\$2,000,000	10268054 CANADA CORP.	2086752 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	C
DR1821028	2019/08/22	NO ASSGN RENT GEN		10268054 CANADA CORP.	2086752 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	C
		REMARKS: DR1821027.				
DR1821038	2019/08/22	POSTPONEMENT		GARRISON HILL DEVELOPMENTS INC. KIMILA TREASURE CAMPBELL GREAX	2086752 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	C
		REMARKS: DR1809576 TO DR1821027				
DR1821039	2019/08/22	POSTPONEMENT		GARRISON HILL DEVELOPMENTS INC. CAMPBELL GREAX, KIMILA TREASURE	2086752 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	C
		REMARKS: DR1809577 TO DR1821028				
DR1874554	2020/02/26	CHARGE	\$500,000	10268054 CANADA CORP.	DIVERSIFIED CAPITAL INC.	C
DR1874555	2020/02/26	RESTRICTION-LAND		10268054 CANADA CORP.		C
		REMARKS: THE OWNER, 10268054 CANADA CAPITAL INC., IS PREVENTED FROM TRANSFERRING OR FURTHER CHARGING THE LANDS WITHOUT PRIOR WRITTEN CONSENT, OF DIVERSIFIED				
DR1905814	2020/06/29	APL CH NAME INST		2086752 ONTARIO INC.	5023018 ONTARIO INC.	C
		REMARKS: DR1821027, DR1821028				
DR1905821	2020/06/29	TRANSFER OF CHARGE		5023018 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	DIVERSIFIED CAPITAL INC.	C
		REMARKS: DR1821027.				
DR1905822	2020/06/29	NO ASSGN RENT GEN		5023018 ONTARIO INC. SACCUCCI, EMILIO SACCUCCI, CONCETTA	DIVERSIFIED CAPITAL INC.	C
		REMARKS: DR1821027.				
DR1937533	2020/10/22	CHARGE	\$1,565,000	10268054 CANADA CORP.	5023018 ONTARIO INC.	C

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

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

APPENDIX B





APPENDIX C

Sale Process

Set forth below is the sale process (the “**Sale Process**”) to be employed with respect to the proposed sale of all or substantially all of the business and assets (the “**Assets**”) of 10268054 Canada Corp. (the “**Company**” or “**102 Corp.**”).

On January 14, 2021, Centurion Mortgage Capital Corporation is bringing a motion before the Ontario Superior Court of Justice (the “**Court**”) to have an Order issued (the “**Receivership Order**”), appointing BDO Canada Limited as the receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of the Company.

Pursuant to the Receivership Order, the Receiver is authorized to market, advertise and solicit offers in respect of the sale, in whole or in part, of the Assets.

The Sale Process is intended to solicit interest in an acquisition of the Assets, under a fair and competitive sale process pursuant to which all qualified interested parties will be provided with a fair and equal opportunity to participate in the Sale Process.

Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Assets, or any portion thereof, outside of the Sale Process prior to the selection of a Successful Bidder (as defined herein).

Timeline

The following table sets out the key milestones under the Sale Process:

Milestone	Deadline
Non-Binding APA Deadline	March 12, 2021
Binding APA Deadline	April 2, 2021
Sale Approval Motion	April 23, 2021
Closing Date	May 4, 2021

Subject to the terms contained herein and any order of the Court, the dates set out in the Sale Process may be extended by the Receiver, in its sole discretion acting reasonably, all with a view of maximizing the value of the Assets.

Sale Process

The Sale Process set forth herein describes, among other things: (i) the Assets available for sale, (ii) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Assets, (iii) the manner in which bidders can be determined to be a Phase 1 Qualified Bidder (as defined herein), (iv) the timing of delivering a Non-Binding APA (as defined herein), (v) the manner in which bids are to be received and negotiated, (vi) the ultimate selection of any Successful Bidder (as defined herein) and the process leading up to that selection, and (vii) the approval thereof by the Court.

Assets To Be Sold

The Receiver, in accordance with this Sale Process, is offering for sale, in one or more transactions, the Assets. The Receiver reserves the right to eliminate certain assets available for sale pursuant to the Sale Process prior to the Non-Binding APA Deadline (as defined below).

“As Is, Where Is”

The sale of the Assets will be on an “as is, where is” basis without representations or warranties of any kind, nature or description by the Receiver, or any of their respective directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Binding APA (as defined herein), and approved by the Court. By submitting a bid, each Potential Bidder (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Binding APA and approved by the Court.

Free Of Any And All Claims And Interests

Except as may otherwise be provided in the Successful Bidder's Binding APA, all of the rights, title and interests of 102 Corp. in and to the Assets, or any portion thereof, will be sold free and clear of all liens and claims (which may be defined in an Approval and Vesting Order (as defined herein)), subject to any permitted encumbrances (which may be defined in an Approval and Vesting Order), pursuant to an order by the Court approving the sale of the Assets, or a portion thereof, and vesting in the Successful Bidder all of 102 Corp.'s rights, title and interests in and to such Assets, or a portion thereof, by way of an approval and vesting order (the “**Approval and Vesting Order**”). For greater certainty, such liens and claims are to attach to the net proceeds of the sale of such Assets following the granting of the Approval and Vesting Order.

Publication Notice

Within seven (7) business days of the granting of the Sale Process order by the Court (the “**Sale Process Order**”), or as soon as practicable thereafter the Receiver shall publish notice of this Sale Process: (i) in The Globe and Mail (National Edition), the Daily Commercial News, the NRU GTA Weekly Newsletter, the MLS and / or ICX (through a third party provider), and (ii) in any other relevant publication that may advertise and potentially solicit interest in the Assets.

Solicitation of Interest

As soon as reasonably practicable after the granting of the Sale Process Order, the Receiver will prepare an initial offering summary (the “**Teaser Letter**”) notifying prospective purchasers of the existence of the Sale Process and inviting prospective purchasers to express their interest in making an offer for the Assets pursuant to the terms of the Sale Process.

Participation Requirements

Unless otherwise ordered by the Court or as otherwise determined by the Receiver, each person who wishes to participate in the Sale Process, (a “**Potential Bidder**”) must deliver to the Receiver, an executed non-disclosure agreement (“**NDA**”), in the form attached herein as **Schedule “A”**, prior to the distribution of any confidential information by the Receiver.

If it is determined by the Receiver, in its reasonable business judgment, that a Potential Bidder: (i) has a *bona fide* interest in an acquisition of the Assets; and (ii) has delivered the NDA, then such Potential Bidder will be deemed by the Receiver to be a **"Phase 1 Qualified Bidder"**.

The Receiver will prepare and send to each Phase 1 Qualified Bidder, as soon as reasonably practicable, a confidential information memorandum which will provide, among other things, information considered relevant to the Sale Process.

Due Diligence

The Receiver, in its reasonable business judgment, and subject to competitive and other business considerations, may give each Phase 1 Qualified Bidder, such access to due diligence materials and information relating to the Assets as the Receiver deems appropriate. Due diligence access may include access to an electronic data room (a **"Data Room"**), on-site inspections, and other matters which a Phase 1 Qualified Bidder may reasonably request and as to which the Receiver, in its reasonable business judgment, may agree. The Receiver may designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 1 Qualified Bidders and the manner in which such requests must be communicated. Neither the Receiver nor any of its affiliates (or any of its respective representatives) will be obligated to furnish any information relating to the Assets to any person, in its discretion. The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise, except as may be set forth in a Binding APA with the Successful Bidder.

Non-Binding APA Deadline

A Phase 1 Qualified Bidder that desires to make a bid shall deliver written copies of its bid, in the form of the template asset purchase agreement located in the Data Room (the **"APA"**), together with a blackline outlining all changes made to the APA (a **"Non-Binding APA"**), to the Receiver as follows: **[TBD]** so as to be received by the Receiver no later than March 12, 2021 at 5:00 p.m. (ET) (as may be extended as set out below, the **"Non-Binding APA Deadline"**). The Receiver, may extend the Non-Binding APA Deadline, once or successively, but is not obligated to do so. If the Non-Binding APA Deadline is extended, the Receiver will promptly notify all Phase 1 Qualified Bidders.

Qualified APA

A Non-Binding APA will be considered a qualified APA only if the Non-Binding APA is submitted by a Phase 1 Qualified Bidder and complies with all of the following (a **"Qualified APA"**):

- (a) the bid (either individually or in combination with other bids that make up one Qualified APA) is an offer to purchase some or all of the Assets on terms and conditions reasonably acceptable to the Receiver;
- (b) it is duly authorized and executed, and includes a purchase price for the Assets expressed in Canadian dollars (the **"Purchase Price"**), together with all exhibits, schedules and all applicable ancillary agreements thereto;
- (c) it includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Receiver to make a reasonable determination as to the Phase 1 Qualified Bidder's financial and other capabilities to consummate the proposed sale and pay the Purchase Price;
- (d) it provides all of the conditions associated with unperformed due diligence that is required to be conducted in order to proceed with a Binding APA. For greater certainty, such conditions cannot relate to any financing condition;

- (e) it fully discloses the identity of each entity that will be bidding for the Assets or otherwise sponsoring, financing, participating or benefiting from such bid;
- (f) it includes an acknowledgement and representation of the Phase 1 Qualified Bidder that:
 - (i) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and (ii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets or the completeness of any information provided in connection therewith;
- (g) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of authorization and approval from the Phase 1 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of the Qualified APA submitted by the Phase 1 Qualified Bidder;
- (h) provides a deposit in the amount of not less than 5% of the Purchase Price offered by the Phase 1 Qualified Bidder (the "**Deposit**"); and
- (i) it is received by the Receiver by the Non-Binding APA Deadline.

The Receiver may determine whether to entertain bids for the Assets that do not conform to one or more of the requirements specified herein and deem such bids to be a Qualified APA.

The Receiver shall notify each Phase 1 Qualified Bidder in writing as to whether such Phase 1 Qualified Bidder's APA constituted a Qualified APA within five (5) business days following the expiration of the Non-Binding APA Deadline, or at such later time as the Receiver deems appropriate. If such notification is provided, then such Phase 1 Qualified Bidder will be deemed to be a "**Phase 2 Qualified Bidder**".

If the Receiver is not satisfied with the number or terms of bids submitted by the Non-Binding APA Deadline, the Receiver may extend the Non-Binding APA Deadline or cancel the Sale Process.

Binding APA Deadline

The Receiver will take all reasonable steps to negotiate and assist Phase 2 Qualified Bidder(s) in completing its unperformed due diligence, or any other bid matters including any discussions or negotiations required to be completed with any stakeholders in the receivership proceedings of 102 Corp., with a view of submitting: (i) a further binding APA (a "**Binding APA**") on or before April 2, 2021 (the "**Binding APA Deadline**"), and (ii) a blackline outlining all changes made to the APA, for consideration by the Receiver. For greater certainty, a Binding APA shall:

- (a) be delivered to the Receiver prior to the Binding APA Deadline;
- (b) replace and supersede the Non-Binding APA submitted by a Phase 2 Qualified Bidder;
- (c) comply with all of the requirements set forth in respect of a Qualified APA;
- (d) include a letter stating that the Phase 2 Qualified Bidder's offer is irrevocable and open for acceptance until the Successful APA (as defined herein) is selected by the Receiver;
- (e) include written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Receiver to make a determination as to the Phase 2 Qualified Bidder's financial and other capabilities to consummate the proposed transaction;

- (f) not to be conditioned on: (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, and/or (ii) obtaining financing;
- (g) fully disclose the identity of each entity that will be entering into the transaction or the financing, or that is participating or benefiting from such bid;
- (h) provide the Deposit (as may be adjusted);
- (i) include acknowledgments and representations of the Phase 2 Qualified Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Assets and 102 Corp. prior to making its bid, (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets or the completeness of any information provided in connection therewith; and
- (j) the bid contemplates closing the transaction set out therein on or before May 4, 2021 (the "**Closing Date**").

The Receiver may determine whether to entertain bids for the Assets that do not conform to one or more of the requirements specified herein and deem such bids to be a Binding APA.

Evaluation of Binding APA

A Binding APA will be valued based upon several factors including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the counterparties to such transactions, the proposed transaction documents, other factors affecting the speed and certainty of the closing of the transaction, the value of the transaction, the assets included or excluded from the bid, the transition services required from the Receiver (if any), any related transaction costs, and the likelihood and timing of consummating such transactions, each as determined by the Receiver.

Each Phase 2 Qualified Bidder shall comply with all reasonable requests for additional information by the Receiver regarding the Phase 2 Qualified Bidder or the Binding APA. Failure of a Phase 2 Qualified Bidder to comply with requests for additional information will be a basis for the Receiver to reject a Binding APA.

Selection of Successful APA

The Receiver will review and evaluate each Binding APA. Each Binding APA may be negotiated by the Receiver and the applicable Phase 2 Qualified Bidder submitting the Binding APA (the "**Unconditional Bidder**"), and may be amended, modified or varied to improve such Binding APA and as a result of such negotiations, the Receiver may: (i) identify the highest or otherwise best offer for the Assets (the "**Successful APA**", and the Unconditional Bidder making such Successful APA, the "**Successful Bidder**"), or (ii) in the event no Successful Bidder is declared, reject each Binding APA and may ask any Unconditional Bidder to resubmit a revised Binding APA. The determination of a Successful APA by the Receiver, shall be subject to approval by the Court.

Notwithstanding the foregoing, a Binding APA may not be withdrawn, modified or amended without the written consent of the Receiver prior to the Successful APA being determined. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful APA being determined shall result in the forfeiture of such Unconditional Bidder's deposit as liquidated damages and not as a penalty.

In the event an Unconditional Bidder is not selected as a Successful Bidder, the Deposit shall be returned to the Unconditional Bidder as soon as reasonably practicable.

The Receiver shall have no obligation to select a Successful APA, and it reserves the right to reject any or all Binding APAs.

Sale Approval Motion Hearing

The motion for an order of the Court approving any Successful APA (the "**Sale Approval Motion**") shall be sought and include, among other things, the approval from the Court to consummate the Successful APA. The Sale Approval Motion shall be heard on or before April 23, 2021.

All of the Binding APAs other than the Successful APA, if any, shall be deemed rejected by the Receiver on and as of the date of closing of the transaction contemplated by the Successful APA.

Reservation of Rights

The Receiver may: (a) determine which Binding APA, if any, is the highest or otherwise best offer; (b) reject at any time before the issuance and entry of an order approving a Binding APA, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Assets.

Miscellaneous

This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

Except as provided in the Sale Process Order and Sale Process, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Process Order and the Sale Process.

Limitation of Liability

The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Potential Bidder, 102 Corp., or any creditor or other stakeholder, for any act or omission related to the Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.

Schedule "A"
Non-Disclosure Agreement

PRIVATE & CONFIDENTIAL

► [Potential Bidder Organization Name and Address]

Dear Sirs:

Re: Confidential Information with respect to 10268054 Canada Corp. (the "Debtor")

In accordance with the terms of the Sale Process approved by the Ontario Superior Court of Justice (Commercial List) on _____ (the "**Sale Process**") you have requested access to due diligence and other materials relating to the business and assets (the "**Assets**") of the Debtor, such access to be coordinated by BDO Canada Limited, in its capacity as the Court-appointed Receiver in the receivership proceedings (the "**Receivership Proceedings**") of the Debtor (the "**Receiver**"). You will treat confidentially any information the Receiver or its representatives furnish to you in connection with the Assets (the "**Evaluation Material**"), provided, however, that the term "Evaluation Material" does not include information that: (a) was or becomes generally available to the public or to you on a non-confidential basis through no fault or breach of this agreement on your part or on the part of any of your directors, officers, employees or agents (including investment bankers, financing sources, accountants, and attorneys) (all such directors, officers, employees or agents referred to collectively as, "**Representatives**"); (b) was independently developed by you or your affiliates without reference to the Evaluation Material; or (c) was provided to you by a third party not known to you, after due inquiry, to be subject to confidentiality obligations.

You shall use the same degree of care as you use to protect your own confidential information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Evaluation Material.

You agree that you will not use the Evaluation Material for any purpose other than evaluating your interest in purchasing some or all of the Assets; provided, however, that you may disclose any Evaluation Material to your Representatives who need to know such information for the purpose of evaluating the possible purchase of the Assets (it being understood that you shall inform such Representatives of the confidential nature of such information and that, by receiving such information, they agree to abide by the terms this Agreement), provided that you will be responsible for any breach of the provisions of this Agreement by any such Representatives.

Upon gaining access to the Evaluation Material, you will not contact any director, officer, employee or stakeholder of the Debtor or its affiliates with respect to the Evaluation Material or any other matter contemplated in this Agreement, without the express consent of the Receiver. In the event you are deemed a "Phase 2 Qualified Bidder" in accordance with the terms of the Sale Process, the Receiver may assist and coordinate meetings, discussions, and other communications between you and the aforementioned parties, all with a view of assisting you in submitting a "Binding APA" pursuant to the Sale Process.

In the event that you are required by applicable law or legal process or regulatory body or agency to disclose any part of the Evaluation Material, you will, to the extent permitted by law, give the Receiver prompt notice of such request so that the Receiver may seek an appropriate protective order. If in the absence of a protective order you are nonetheless compelled to disclose any part of the Evaluation Material, you may

disclose such information (but only to the extent necessary to comply with your legal obligations) without liability hereunder, provided, however, that you give the Receiver written notice of the information to be disclosed as far in advance of its disclosure as is practicable and legally permitted. Upon the Receiver's request, you will use your commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon the Receiver's written request, you shall return promptly to the Receiver or destroy all copies of the Evaluation Material and you shall provide promptly a written certificate to the Receiver confirming your compliance with this Agreement. Notwithstanding the foregoing, on written notice to the Receiver concurrently with the provision of the aforementioned written certificate, you may retain a copy of the Evaluation Material to the extent required in order to comply with regulatory and internal record retention requirements.

You agree that (a) the Receiver reserves the right, in its reasonable business judgment, and subject to competitive and other business considerations, to decline access to all or part of the Evaluation Material, and (b) the Receiver reserves the right to reject any and all offers for the Assets or to terminate discussions and negotiations with you at any time all in accordance with the terms of the Sale Process. The exercise by the Receiver of these rights shall not affect the enforceability of any provision of this Agreement.

You acknowledge and agree that neither the Debtor nor the Receiver nor their representatives have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Debtor nor the Receiver nor their representatives shall have any liability to you or any of your Representatives resulting from the use of, or reliance on, the Evaluation Material. You agree that if you determine to engage in a transaction with the Receiver, such determination will be based solely on the terms of any definitive written agreement covering that transaction and on your own investigation, analysis and evaluation of the transaction.

You agree that damages may not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and that in addition to all other remedies, the Receiver shall be entitled to seek specific performance, injunctive relief or other equitable relief as a remedy for any such breach.

You agree that this Agreement, and any rights of the Debtor or Receiver hereunder, shall inure to the benefit of any party that enters into a transaction contemplated by the Sale Process.

The Receiver may disclose the existence of this agreement, the identities of the parties hereto and any other information in respect of this agreement, or a transaction proposed by any party hereto, to the extent required in connection with the Receivership Proceedings or applicable laws, to any other person.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement and the rights and obligations of the parties will terminate two years from the date hereof.

Please indicate your agreement with the foregoing by signing and returning one copy of this agreement to:

[BDO CANADA LIMITED CONTACT INFORMATION]

Yours very truly,

**10268054 CANADA CORP., by its court
appointed receiver BDO Canada Limited., and
not in any other capacity**

Per: _____
Name:
Title:

Confirmed and agreed to this _____ day of _____, 2021

▶ **[Potential Bidder Organization Name]**

Per: _____

Name:

Title:

(I have the authority to bind the corporation)

Court File No: CV-20-006521714-00CL

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

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

PROCEEDING COMMENCED AT TORONTO

**FIRST REPORT OF BDO CANADA LIMITED, IN ITS
CAPACITY AS PROPOSED COURT APPOINTED RECEIVER**

ROBINS APPLEBY LLP

Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, Ontario M5H 1T1

DOMINIQUE MICHAUD LSO No.: 56871V

Tel: (416) 360-3795

Fax: (416) 868-0306

dmichaud@robapp.com

SAMUEL MOSONYI LSO No.:78085A

Tel: (416) 360-3356

smosonyi@robapp.com

Lawyers for the Receiver

TAB B

Court File No. CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

- and -

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY

AS COURT APPOINTED RECEIVER

February 22, 2021

TABLE OF CONTENTS

Introduction	3
Purpose Of The Report.....	4
Disclaimer	4
Activities Of The Receiver.....	5
Demand For Books And Records.....	6
Receiver's Efforts To Obtain Books And Records	6
Listing Of Books And Records Required	10
Expansion Of The Receiver's Powers	10
Banking Inconsistencies And/Or Irregularities	11
Project Payment Inconsistencies	12
Pre-Construction Sale Inconsistencies.....	13
Summary And Recommendations.....	14

APPENDICES

January 19, 2021 Email – First Request for Information	A
January 22, 2021 Email – Second Request for Information	B
January 25, 2021 Email – Request for Banking Information	C
January 26, 2021 Email – Debtor's request for Clarity on Information Requested	D
January 27, 2021 Email – Third Request for Information	E
February 5, 2021 Email – Fourth Request for Information	F
February 9, 2021 Email – Debtor's Response to Request for Information	G
February 10, 2021 Email – Fifth Request for Information	H
February 12, 2021 Email – Olowolafe Email Regarding Online Bank Statements	I
February 16, 2021 Email – Olowolafe's Request to Discuss a Return Motion	J
February 18, 2021 Email – Request for Information and Advising of Motion	K
February 22, 2021 Email – Listing of Questions Related to Bank Activity, Including Account History	L
Operating Account history	M
Centurion Statement Advance	N
Email from Town of Ajax	O
Extract from Project Manager Report related to Pre-Sold Units	P
Miller Thomson Deposit Report	Q
Unit 22 Agreement of Purchase and Sale	R

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (the "**Court**") dated January 14, 2021 (the "**Receivership Order**"), BDO Canada Limited ("**BDO**") was appointed as the Court-appointed receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties (collectively, the "**Assets**") of 10268054 Canada Corp., (the "**Company**" or "**102 Corp.**"), pursuant to the application made by Centurion Mortgage Capital Corporation ("**Centurion**").
2. As per the endorsement of Justice Dietrich, of January 14, 2021, the appointment date of the Receiver was deferred by one week to January 21, 2021 to provide the Company with an opportunity to obtain an offer for the sale of the Assets and avoid the appointment of the Receiver. The Company was unable to secure an offer for the Assets and the Receivership Order became effective January 21, 2021 at 12:00 pm.
3. The Company's principal asset is a partially completed 2 and 3 story, 42 unit stacked condominium townhouse complex development known as 135 Mandrake Street (the "**Project**"). The Project consists of approximately 53,217 square feet of net saleable area plus 55 above grade parking spaces on a 1.05 acre lot (the "**Real Property**").
4. 102 Corp. is a single purpose entity incorporated in Canada by Dream Maker Developments Inc. for the sole purpose of developing the Project. The Project is currently under construction and it appears that certain site servicing work has been completed.
5. The Receiver was provided a schedule of deposits received by the Company's solicitor, Miller Thomson LLP ("**MT**"), that shows 11 condominium units have been pre-sold (the "**Pre-Construction Sales**") and agreements of purchase and sale have been executed between 102 Corp. and the condominium unit purchasers (the "**MT Deposit Report**"). The MT Deposit Report shows that MT holds \$95,000, in trust in respect of the deposits received from the Pre-Construction Sales. This information is inconsistent with prior Pre-Construction Sales reports prepared by the Project Monitor (defined herein) and delivered to Centurion as further described below.
6. Isaac Olowolafe ("**Olowolafe**") is the principal of the Company and the sole officer and director.

7. This First Report (defined below), and other all court materials and orders issued and filed in these receivership proceedings are or will be made available on the Receiver's case website at: <https://www.bdo.ca/en-ca/extranets/10268054canadacorp/> and will remain available on the website for a period of six (6) months following the Receiver's discharge.

Purpose of the Report

8. The purpose of the Receiver's First Report to Court dated February 22, 2021 (the "**First Report**") is to:
- (a) provide information to the Court with respect to the Receiver's activities since its appointment; and
 - (b) to request an Order:
 - (i) requiring 102 Corp. and Olowolafe to immediately comply with the terms of the Receivership Order and to provide the Receiver with the books and records of the Company that have been requested and remain outstanding;
 - (ii) requiring Olowolafe to attend on an examination under oath conducted by the Receiver or other authorized person, to answer questions concerning 102 Corp.'s affairs;
 - (iii) authorizing the Receiver, at its discretion, to take steps to assign 102 Corp. into bankruptcy to make use of the investigative powers contained in the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**");
 - (iv) approving the activities of the Receiver as set out in the First Report; and
 - (v) such further and other relief this Honourable Court may deem just.

Disclaimer

9. This First Report is prepared solely for the use of the Court for the purpose of assisting the it in making a determination whether to: (i) issue an order compelling Olowolafe to deliver to the Receiver the books and records that remain outstanding; (ii) expanding the Receiver's powers to examine Olowolafe under oath; (iii) granting the Receiver the power to assign the Company into bankruptcy at the Receiver's discretion; (iv) approve the actions and conduct of the Receiver as set out in this First Report; and (v) grant any other ancillary relief the Court deems just.

10. Except as otherwise described in this First Report:
- (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
11. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

12. Since its appointment, the Receiver has:
- (a) attended at the Real Property, secured the site with additional fencing and posted signs advising parties that access is prohibited;
 - (b) prepared the statutory notices pursuant to sections 245 and 246 of the BIA, filed same with the Office of the Superintendent of Bankruptcy and mailed the notices to all known creditors of the Company;
 - (c) served the Receivership Order upon Olowolafe's counsel;
 - (d) demanded (directly and through its counsel) that Olowolafe deliver the books and records of the Company to the Receiver;
 - (e) obtained insurance coverage over the Real Property;
 - (f) through its counsel, Robins Appleby LLP, registered the Receivership Order against title to the Real Property at the land registry office; and
 - (g) commenced the Sales Process as described in the Receiver's pre-filing report.

DEMAND FOR BOOKS AND RECORDS

Receiver's Efforts to Obtain Books and Records

13. The Receiver requires the books and records of the Company to amongst other things, notify creditors of the receivership, compile relevant historical financial data to assist prospective purchasers in evaluating the Project, understand the Assets of the Company in order to realize upon them and to determine whether any funds were misappropriated from 102 Corp. to potentially assert a claim to those funds.
14. The Receiver has made numerous unsuccessful attempts to obtain the Company's books and records (including the bank statements) from Olowolafe including:
 - (a) On January 19, 2021, the Receiver emailed the Company's counsel an information request listing (the "**Information**" or the "**Information Listing**") and asked counsel to send the Information Listing to Olowolafe (the "**Jan 19 Email**"). The Information requested included bank statements, bank account numbers, information related to financial institutions at which the Company held bank accounts (together the "**Bank Information**"), agreements of purchase and sale and the Company's accounting information and general ledger. A copy of the Jan 19 Email together with the Information Listing is appended hereto as **Appendix "A"**.
 - (b) On January 22, 2021 the Receiver had a telephone conversation with the Company's counsel and requested the Information be provided to the Receiver. On this same date the Receiver resent the Information Listing to the Company's counsel and advised:

*"we are urgently requesting the details of the bank accounts held by the company" (the "**Jan 22 Email**").*

A copy of the Jan 22 Email is appended hereto as **Appendix "B"**.
 - (c) On January 25, 2021, the Receiver wrote the Company's counsel and wrote:

*"Per our last conversation, you advised that you should be able to provide details of bank accounts before the end of the weekend" (the "**Jan 25 Email**").*

Counsel to the Company advised that he was:

"getting that information today from the client".

-7-

Olowolafe was copied on the correspondence. A copy of the Jan 25 Email is appended hereto as **Appendix "C"**.

- (d) On January 25, 2021, the Receiver requested a call with the Olowolafe. Olowolafe did not respond to the Receiver. On January 26, 2021, counsel to the Company advised that Olowolafe required "*a little more clarity*" as to the Receiver's information requests and advised that the Company was a "*special purpose vehicle whose only asset is the subject property*" (the "**Jan 26 Email**"). Attached to the Jan 26 Email were copies of the mortgages against the property and the title summary. The Receiver responded to the Jan 26 Email reminding counsel that the Information Listing had been previously provided and offered to attend at the Company's office to obtain the Information if necessary. Counsel stated that he had missed the Information List and requested a call to discuss "*a stalking bid*" to purchase the Real Estate. Olowolafe was included on the Jan 26 Email exchange. A copy of the Jan 26 Email is appended hereto as **Appendix "D"**.
- (e) On January 27, 2021 the Receiver's counsel wrote to the Company's counsel and again demanded the books and records (the "**Jan 27 Email**"). Counsel advised that should the Company not provide the books and records, the Receiver would bring a motion to compel the Olowolafe to deliver the books and records to the Receiver. A copy of the Jan 27 Email is appended hereto as **Appendix "E"**.
- (f) On January 28, 2021, counsel to the Company provided information related to the creditors which allowed the Receiver to issue its statutory notices however not all of the Information requested was provided. The Bank Information was not provided.
- (g) On January 29, 2021 two representatives of the Receiver attended a telephone call with Olowolafe and the Company's counsel wherein the Receiver discussed each item on the Information Listing with Olowolafe who committed to providing the outstanding Information (the "**Jan 29 Phone Call**"). On the Jan 29 Phone Call the Receiver asked Olowolafe whether the development charges associated with the Project had been paid to the Town of Ajax (the "**Town**"). Olowolafe advised that the development charges had been paid.

-8-

- (h) On February 3, 2021 Olowolafe provided the Receiver: (i) a bank account number for a Bank of Nova Scotia (“**Scotiabank**”) account, (ii) an email address (info@dreamto.ca) which Olowolafe indicated was the contact information for the insurance company which was owned by him, (iii) information related to purported payments in respect of the Project and (iv) schematics and floor plans related to the Project.
- (i) On February 5, 2021, the Receiver’s counsel wrote to Company’s counsel asking that all requested Information including the Company’s bank statements be provided by February 8, 2021 (“**Feb 8 Deadline**”) failing which the Receiver would bring a motion to compel the Olowolafe to provide the Information (the “**Feb 5 Email**”). A copy of the Feb 5 Email is appended hereto as **Appendix “F”**.
- (j) On February 9, 2021 at 12:17 am, just after the Feb 8 Deadline, Olowolafe emailed certain books and records to the Receiver however the outstanding Bank Information and other accounting information was not provided (the “**Feb 9 Email**”). In the Feb 9 Email Mr. Olowolafe stated:

“Here is as much info I could get.....

In regard to bank they are ordering statements since I didn’t have online banking.

Taxes none of the FS [Financial Statements] have been done yet or HST

Agreements I am waiting on lawyers to send....”

The email included: (i) 3 agreements of purchase and sale, (ii) a listing of Pre-Construction Sales deposits received, (iii) Project budget information, (iv) information related to Tarion and (v) valuation information. A copy of the Feb 9 Email is appended hereto as **Appendix “G”**.

- (k) On February 10, 2021 the Receiver’s Counsel wrote to Olowolafe and advised that the following Information remained outstanding (the “**Feb 10 Email**”). The Feb 10 Email is appended hereto as **Appendix “H”**:

“Bank Statements – We appreciate you indicated you did not have online access. If you did not have online access, we suspect the banks mailed your paper bank statements. Please provide these immediately.

Accounting information – Please provide the name of the accounting program used by you and your accounting staff together with the data files. We assume all payments made by the Company were processed through some sort of accounting software.

Accountant – Please provide the name and contact information for your internal and external accountant.

Agreements of purchase and sale – You have provided 3 agreements of purchase and sale. Based upon the deposits, it appears there were 11 sales. Please provide all of the agreements.

Uses of Cash – Please provide a reconciliation of how the funds obtained from the various lenders were used.”

- (l) On February 11, 2021, the Company's counsel indicated that he was assisting Olowolafe in addressing the Feb 10 Email. On February 12, 2021 Olowolafe advised that he was:

“given online statements they are being downloaded so I can upload it. So I can send. Also, I am getting verification of where the first advance was done as my account for this project wasn't open at the time” (the “Feb 12 Email”).

A copy of the Feb 12 Email is appended hereto as **Appendix “I”**.

- (m) On February 16, 2021, the Receiver's counsel advised Olowolafe that it would proceed with a motion to compel him to cooperate with the Receiver and provide the requested Information (the “Feb 16 Email”). In response to the Feb 16 Email, Olowolafe stated:

“Can we discuss this please as my intentions is not to make this matter worst” [sic].

A copy of the Feb 16 Email is appended hereto as **Appendix “J”**.

- (n) On February 18, 2021, the Receiver's counsel wrote to Olowolafe stating that Olowolafe had not provided the bank statements or the agreements of purchase and sale, both of which did not require a significant amount of effort based upon his representation (i.e. downloading bank statements and waiting for counsel to send the agreements of purchase and sale) (the “Feb 18 Email”). The Receiver's counsel also advised that the Receiver intended to bring a motion on March 2, 2021 to advise the court of Olowolafe's lack of cooperation. A copy of the Feb 18 Email is appended hereto as **Appendix “K”**.

-10-

- (o) On February 22, 2021, the Receiver wrote to Olowolafe and asked that he respond to various questions related to the transactions in the Operating Account (defined herein) (the “**Feb 22 Email**”). Attached to the Feb 22 Email was a summary of the bank transactions (the “**Account History**”). The Feb 22 Email and Account History are attached hereto as **Appendix L**.

Listing of Books and Records Required

- 15. The books, records and other information required of Olowolafe are:
 - (a) complete bank statements and cancelled cheques for all bank accounts maintained by the Company since its inception;
 - (b) identification of all bank accounts maintained by the Company;
 - (c) a summary of all sources and uses of cash including funds advanced by the various lenders and other parties;
 - (d) the most current electronic accounting data files of the Company;
 - (e) any other records related to the assets, liabilities and financial affairs of the Company;
 - (f) the most recent trial balance and general ledger for the Company;
 - (g) contact information for the Company's external accountant;
 - (h) contact information for the Company's internal accountant; and
 - (i) all agreements of purchase and sale related to the sale of the condominium units.

EXPANSION OF THE RECEIVER'S POWERS

- 16. The Receiver has reviewed the information provided by the Company and Olowolafe together with information it obtained from other sources and has found various inconsistencies. Additionally, the Receiver cannot determine from the limited financial information it has obtained where funds totaling \$7.048 million advanced by Centurion under a construction loan (the “**Construction Loan**”) were deposited and whether those funds were used to fund the Project as required.

17. Inconsistencies include, but are not limited to, the Pre-Construction Sales, the use of the funds advanced under the Construction Loan and the unusual activity in the Company's operating bank account, Scotiabank account number 22152 00932 11 (the "**Operating Account**").

Banking Inconsistencies and/or Irregularities

18. The Company advised the Receiver that its sole bank account is the Operating Account. Information obtained from Scotiabank indicates the Operating Account was opened on November 22, 2018. Centurion's first and only advance under the Construction Loan totaling approximately \$7.048 million (the "**First Advance**") was dated December 20, 2018 and executed by the parties on December 21, 2018; almost a month after the Operating Account was opened. However, in Olowolafe's Feb 12 Email he stated that he was getting verification of where the First Advance was deposited as his bank accounts for the Project were not yet open. Copies of the Operating Account history showing when the account was opened, and Centurion's Statement of Advance are attached hereto as **Appendices "M"** and **"N"**.
19. Despite repeated efforts to obtain the bank statements from the Company, the Receiver was able to obtain bank statements, without cheque copies, from Scotiabank for the Operating Account from the opening of the account on November 22, 2018 to January 29, 2021. The Receiver has summarized the activity in the Operating Account (referred to in this Report as the Account History) which is included hereto as **Appendix "L"**.
20. The transaction activity in the Operating Account shows a high volume of bank account transfers between 12 different bank accounts identified by the Receiver. Of the 12 different bank accounts, it appears that 7 of the accounts are Scotiabank accounts (they have similar bank account numbers to that of the Operating Account) while the other 5 may be personal bank accounts or corporate accounts, none of which Olowolafe has identified as belonging to the Company. Based on the transaction activity, approximately net \$2.184 million has been transferred out of the Operating Account into the other Scotiabank accounts. Over \$2.224 million has been transferred to 2 of the 7 other Scotiabank bank accounts. The Receiver notes that on July 31, 2019 a deposit was received via bank account transfer for over \$1.442 million dollars from an undetermined source which was subsequently transferred out of the Operating Account to the other Scotiabank accounts. The Receiver finds no evidence of the First Advance being deposited into the Operating Account.

Project Payment Inconsistencies

21. The Construction Loan was advanced on a cost to complete basis, and the costs to complete the Project could not exceed \$20,510,000. At the date of the First Advance, the Company had reportedly invested \$4,434,394 in the Property and Project of its own capital.
22. The Operating Account transaction activity only shows 11 cheques clearing the bank from November 22, 2018 to January 29, 2021. Based on an "Invoice Tracking Log" provided by the Company which seemingly tracks supplier invoices and payments, the Receiver can definitively confirm payments to 3 suppliers via cheques 2, 5 and 6 in the amounts of \$386,139.24, \$78,706.55 and \$8,949.60 respectively. Cheque 2 was paid to Kapp Infrastructure and cleared the account on January 15, 2019. Cheques 5 and 6 cleared the Operating Account on March 29, 2018 and were paid to Kapp Infrastructure Inc. and OZA Inspections respectively. Of the 11 cheques, 3 cheques numbered 203, 242 and 243 are negotiated for exactly \$10,000.00 each in May 2020. Cheque 243 appears to have been reversed as a result of an internal bank error.
23. The Receiver has reviewed the invoicing and payment history included in the Invoice Tracking Log. Project costs reportedly incurred by the Company following the date of the First Advance total \$367,262.81 (\$87,621.80 represents a 10% holdback, plus HST, on the "hard costs" of construction). Total payments by cheque out of the Operating Account, (excluding payment to Kapp Infrastructure Inc totaling \$386,139.24 for work completed prior to the First Advance) and inclusive of the 2 cheques suspiciously negotiated for \$10,000 each, total \$165,705.57, ostensibly leaving an estimated outstanding accounts payable balance of \$201,557.24.
24. On the Jan 29 Phone Call, Olowolafe represented to the Receiver that the development charges, parkland levy and cash security for letters of credit with the Town in respect of landscaping and engineering combined totaling over \$2.9 million (collectively the "**Development Charges**") had been paid. Upon further investigation by the Receiver with the Town, the Receiver has discovered that the Development Charges have not been paid to the Town. Attached as **Appendix "O"** is an email from the Town dated February 2, 2021 where the Town confirms that the Company has not paid the Development Charges.
25. If the Company apparently incurred \$367,262.81 in costs following the First Advance, of which it paid \$165,705.57 and the Company did not pay the Development Charges of \$2.9 million as required, the Receiver is perplexed as to the use of funds from the First Advance of \$7.048 million. The Operating Account only had a credit balance of \$51.87 at the

receivership date and there has been limited construction completed on the Project. Based on the financial information available, the Receiver is unable to determine what happened with the funds from the First Advance, the use of funds from the First Advance or whether a significant sum of money has been misappropriated from 102 Corp.

Pre-Construction Sale Inconsistencies

26. Conditions precedent to each advance under the Construction Loan, included among other things:
- (a) confirmation of at minimum 16 of 42 units pre-sold, to bona fide arm's length purchasers to resident Canadians, for at minimum \$9.5 million in Net Sale Proceeds; and
 - (b) the borrower shall have retained a quantity surveyor (the "**Project Monitor**") acceptable to the lender and among many of the Project Monitor duties is to review and confirm the pre-sales amount.

In support of the First Advance, the Project Monitor produced a report dated December 20, 2018 (the "**PM Report**") which states at page 5

"We understand the Lender requires a minimum of 16 firm pre-sold units, at a minimum of \$9,500,000 in Net Sale Proceeds. Current sales are 19 units and net revenue of \$10,426,549."

"We have not yet received a trust account summary to confirm the deposits currently held. The Borrower has advised that Miller Thomson LLP has been retained to hold the deposits in trust. The Borrower is anticipating \$220,000 in purchaser deposits shortly."

Further, the PM Report refers the reader on Page 8 to Section 11.1 of the report where it provides a list of the pre-sold units, pricing and the deposit amounts. Section 11.1 of the report lists sales for 19 units as opposed to 16 units for net sale proceeds of \$11,326,000 with deposits on the 19 pre-sold units totaling \$230,000. A copy of the Section 11.1 list of pre-sold units extracted from the PM Report is included hereto as **Appendix "P"**.

As stated earlier, the MT Deposit Report shows 11 condominium units have been pre-sold and that MT holds \$95,000 in trust in respect of the deposits received from the pre-Construction Sales. This information is inconsistent with what had been reported to Centurion by the Company and confirmed by the Project Monitor. A copy of the MT Deposit Report is appended hereto as **Appendix "Q"**.

27. An individual has contacted the Receiver and advised he has purchased a unit and provided the agreement of purchase and sale dated September 29, 2020 for unit 22 (the “Unit 22 APA”). The PM Report (dated December 20, 2018) discloses a different purchaser for unit 22 with a different purchase price while the MT Deposit Report does not report the unit as sold. A copy of the Unit 22 APA is appended hereto as **Appendix “R”**.
28. Based upon the Company’s lack of cooperation to date and inconsistencies in the information and responses provided by Olowolafe, the Receiver believes an examination of Olowolafe under oath is necessary. Additionally, the Receiver requests its powers be expanded to include the ability to assign the Company into bankruptcy, at the Receiver’s discretion, to potentially make use of the investigative powers contained in the BIA. In the circumstances, the Receiver is requesting that its powers be expanded in order to further investigate 102 Corp.’s affairs and to review and determine if any additional Assets may be realized upon to maximize a recovery for 102 Corp.’s creditors.

SUMMARY AND RECOMMENDATIONS

29. Based on the foregoing, the Receiver respectfully recommends that the Court issue an Order:
- (a) approving the First Report and the activities and conduct of the Receiver outlined herein;
 - (b) compelling Olowolafe to provide the Receiver with the books and records of 102 Corp. that have been requested by the Receiver and remain outstanding in accordance with the timeline set out in the draft Order;
 - (c) expanding the Receiver’s powers to allow it to examine Olowolafe under oath;
 - (d) granting the Receiver the power to assign the Company into bankruptcy, at its discretion; and
 - (e) such further and other relief this Honourable Court may deem just.

All of which is respectfully submitted this 22 day of February 2021.

**BDO CANADA LIMITED,
in its capacity as the Court-appointed Receiver of 10268054
Canada Corp. and not in its personal or corporate capacity**

Per:



Name: Gary Cerrato, CIRP, LIT
Title: Senior Vice President

APPENDIX A

Parisi, Josie

From: Cerrato, Gary
Sent: Tuesday, January 19, 2021 12:50 PM
To: gazeff@millerthomson.com
Cc: Parisi, Josie
Subject: 10268054 Canada Inc. et. al. - Mandrake
Attachments: 10268054 Canada Inc Information Request.xlsx

Importance: High

Greg, as you are aware, Madam Justice Dietrich issued an order appointing BDO Canada Limited as the court-appointed receiver over 10268054 Canada Inc. et al. on January 14, 2021. The receivership order becomes effective at noon on January 21, 2021.

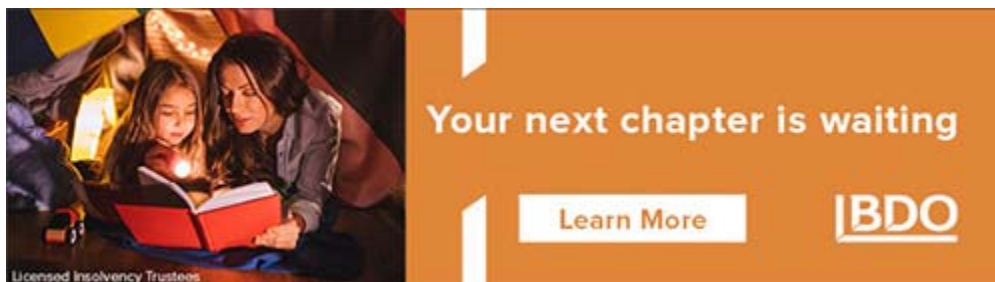
Please find attached an information request from the receiver which we ask that you forward to your client. The court approved a receiver's sale process with set timelines. We ask that your client start to assemble the required information so that the receiver can adhere to the sale timelines.

Should you have any questions or concerns, please feel free to give me a call.

Gary Cerrato, CIRP, LIT
Partner and Senior Vice President
BDO Canada Limited
Direct: 416-369-6058
Mobile: 647-883-3514
gcerrato@bdo.ca

20 Wellington Street East, Suite 500
Toronto, ON, M5E 1C5
Canada
Tel: 416-865-0210
Fax: 416-865-0904
debtsolutions.bdo.ca

 Before you print think about the environment



10268054 Canada Corp.
Preliminary Information Request

Item	Date of Information	Comments
REAL PROPERTY		
<ul style="list-style-type: none"> <input type="checkbox"/> Property survey <input type="checkbox"/> Acreage of the property <input type="checkbox"/> Property appraisal(s) <input type="checkbox"/> Environmental site assessments, including ESA report reliance letter <input type="checkbox"/> Insurance binder <input type="checkbox"/> Most recent property tax assessment <input type="checkbox"/> Government zoning and other agreements <input type="checkbox"/> Details of any liens registered (or pending registration) on the property <input type="checkbox"/> Current photos of the property <input type="checkbox"/> Description of surrounding land use and amenities <input type="checkbox"/> Geotechnical report and reliance letter <input type="checkbox"/> Agreement of Purchase and Sale for the real property <input type="checkbox"/> Land service contracts for site preparation, storm, sanitary, water and electrical 		
CONSTRUCTION		
<ul style="list-style-type: none"> <input type="checkbox"/> Building permits issued Site plans including, but not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> Site drawings for each townhouse unit <input type="checkbox"/> Floor plans <input type="checkbox"/> Water and sewage Details of the following <ul style="list-style-type: none"> <input type="checkbox"/> Costs incurred to date and schedule of costs to complete <input type="checkbox"/> Completion status - details of structures started <input type="checkbox"/> Detailed list of all contractors related to the project <input type="checkbox"/> Construction schedule and Gantt chart <input type="checkbox"/> Details of bonds posted <input type="checkbox"/> Details of letters of credit posted with township of Ajax <input type="checkbox"/> Project budgets including details of sources and uses of funds <input type="checkbox"/> Copies of all construction contracts, including construction management agreement <input type="checkbox"/> Details of site superintendent <input type="checkbox"/> Copies of any consultants reports 		
SALES		
<ul style="list-style-type: none"> <input type="checkbox"/> Agreements with Tarion and status of Tarion registration <input type="checkbox"/> Detailed list of owned assets onsite and offsite <input type="checkbox"/> Detailed list of leased assets onsite and offsite <input type="checkbox"/> Condominium deposit insurance facility agreement with Westmount Guarantee Services <input type="checkbox"/> Details of deposits held with Miller Thomson LLP and Westmount Guarantee Services <input type="checkbox"/> Total sales to date - unit sold, sales price, deposits received, copy of purchase agreement <input type="checkbox"/> ECDI Commitment agreement <input type="checkbox"/> All marketing and sales materials 		
FINANCIALS		
<ul style="list-style-type: none"> <input type="checkbox"/> Financial statements for the years ended 2018, 2019 and 2020 <input type="checkbox"/> Current detailed A/P list (including name, address and amount owed) <input type="checkbox"/> HST filings for January 2018 onwards <input type="checkbox"/> Payroll registers for January 2018 onwards, if applicable <input type="checkbox"/> Bank statements from January 2018 onwards 		

APPENDIX B

Parisi, Josie

From: Parisi, Josie
Sent: Monday, February 22, 2021 7:20 PM
To: Parisi, Josie
Subject: FW: [EXT] Re: Mandrake banking info

From: Litwack, Michael
Sent: January 22, 2021 3:52 PM
To: Apps, Alfred <aapps@millerthomson.com>
Cc: Azeff, Gregory <gazeff@millerthomson.com>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: RE: [EXT] Re: Mandrake banking info

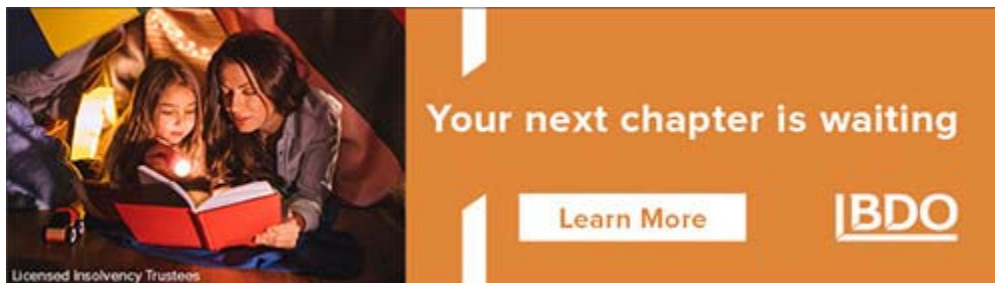
Alfred,
 Please find attached a copy of the order that was entered earlier today with respect to 10268054 Canada Corp.
 I have also attached an Excel file containing a list of information that the Receiver is requesting from the company.

As we had discussed on the phone, while we would like to obtain the requested information as soon as possible, we are urgently requesting the details of the bank accounts held by the company.

If you have any questions then please let me know.

Regards,
 Michael Litwack JD, CIRP, LIT
 Senior Manager, Financial Recovery Services
 BDO Canada Limited
 Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
 Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



From: Apps, Alfred <aapps@millerthomson.com>
Sent: January 22, 2021 2:20 PM
To: Azeff, Gregory <gazeff@millerthomson.com>
Cc: Litwack, Michael <mlitwack@bdo.ca>
Subject: [EXT] Re: Mandrake banking info

Yes - I can get Isaac to provide but can you send me a copy of the issued and entered Receivership Order?

W. ALFRED APPS

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8199**Cell:** +1 416.457.9250**Fax:** +1 416.595.8695**Email:** aapps@millerthomson.com**millerthomson.com**Connect with us on [LinkedIn](#)View my [web page](#)**Please consider the environment before printing this email.**[Our COVID-19 preparedness and support commitment](#)

On Jan 22, 2021, at 2:18 PM, Azeff, Gregory <gazeff@millerthomson.com> wrote:

Alf: Michael Litwack (cc'ed) of BDO has requested bank account numbers and bank statements. Are you able to get these over to him?

GREGORY AZEFF

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.2660**Fax:** +1 416.595.8695**Email:** gazeff@millerthomson.com**millerthomson.com****Please consider the environment before printing this email.**[Our COVID-19 preparedness and support commitment](#)

You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at www.millerthomson.com for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à www.millerthomson.com

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

APPENDIX C

À la lumière des directives des autorités gouvernementales, notre bureau local de BDO est rouvert, mais à capacité limitée. Les associés et les employés de BDO travaillent de la maison et offrent la plus haute qualité de service à nos clients. Pour mettre à jour vos préférences en matière de messages électroniques, veuillez vous rendre au [centre d'inscription en ligne](#).

From: Apps, Alfred <aapps@millertomson.com>
Sent: January 25, 2021 12:11 PM
To: Litwack, Michael <mlitwack@bdo.ca>
Cc: Azeff, Gregory <gazeff@millertomson.com>; Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; Isaac Jr. Olowolafe (isaac@dreammakerrealty.ca) <isaac@dreammakerrealty.ca>
Subject: RE: [EXT] Re: Mandrake banking info

I am getting that information today from the client (copied)

W. ALFRED APPS

Partner

Miller Thomson LLP

Scotia Plaza
 40 King Street West, Suite 5800
 P.O. Box 1011
 Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8199

Cell: +1 416.457.9250

Fax: +1 416.595.8695

Email: aapps@millertomson.com

millertomson.com

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

From: Litwack, Michael <mlitwack@bdo.ca>
Sent: Monday, January 25, 2021 12:01 PM
To: Apps, Alfred <aapps@millertomson.com>
Cc: Azeff, Gregory <gazeff@millertomson.com>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: [**EXT**] RE: [EXT] Re: Mandrake banking info

Alfred,

Per our last conversation, you advised that you should have been able to provide details of bank accounts before the end of the weekend.

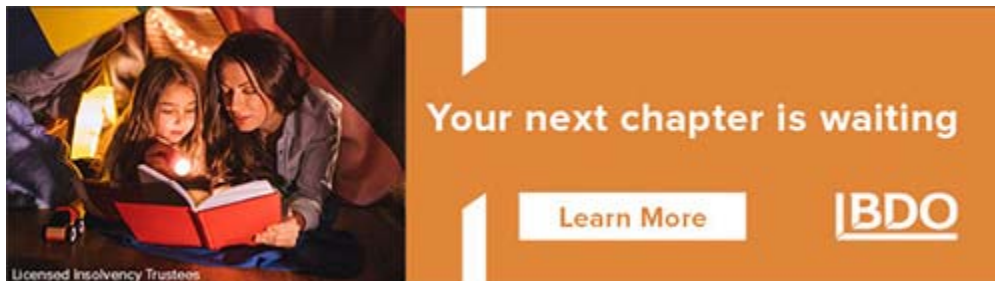
Can you please advise as to when the requested information will be provided.

BDO has internal protocols with respect to COVID19 and certain steps would need to be completed on my end prior to attending any physical locations. If needed to attend personally at Dream Maker Development Inc's offices to obtain any physical records then I'd ask that you advise us of this immediately so that I can begin to go through the steps needed.

Regards,

Michael Litwack JD, CIRP, LIT
Senior Manager, Financial Recovery Services
BDO Canada Limited
Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



Following guidance of government authorities, our local BDO office is open at a limited capacity. BDO partners and employees also continue to work from home, delivering the highest level of service to our clients. To update your commercial electronic message preferences, please go to our [online subscription centre](#).

À la lumière des directives des autorités gouvernementales, notre bureau local de BDO est rouvert, mais à capacité limitée. Les associés et les employés de BDO travaillent de la maison et offrent la plus haute qualité de service à nos clients. Pour mettre à jour vos préférences en matière de messages électroniques, veuillez vous rendre au [centre d'inscription en ligne](#).

From: Litwack, Michael
Sent: January 22, 2021 3:52 PM
To: Apps, Alfred <aapps@millერთhompson.com>
Cc: Azeff, Gregory <gazeff@millერთhompson.com>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: RE: [EXT] Re: Mandrake banking info

Alfred,
Please find attached a copy of the order that was entered earlier today with respect to 10268054 Canada Corp. I have also attached an Excel file containing a list of information that the Receiver is requesting from the company.

As we had discussed on the phone, while we would like to obtain the requested information as soon as possible, we are urgently requesting the details of the bank accounts held by the company.

If you have any questions then please let me know.

Regards,
Michael Litwack JD, CIRP, LIT
Senior Manager, Financial Recovery Services
BDO Canada Limited
Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca

APPENDIX D

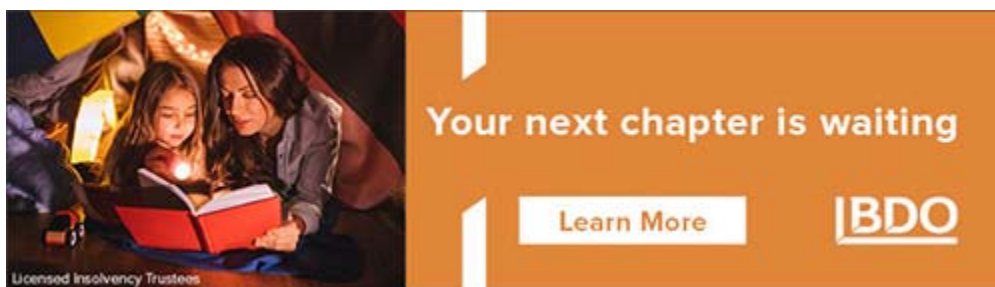
Parisi, Josie

From: Litwack, Michael
Sent: Tuesday, January 26, 2021 1:20 PM
To: Parisi, Josie
Subject: FW: [EXT] Re: Mandrake banking info
Attachments: 10268054 Canada Inc Information Request.xlsx

See email below for latest correspondence with counsel to 10268054

Regards,
Michael Litwack JD, CIRP, LIT
 Senior Manager, Financial Recovery Services
 BDO Canada Limited
 Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
 Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



From: Litwack, Michael
Sent: January 26, 2021 9:46 AM
To: 'Apps, Alfred' <aapps@millerthomson.com>
Cc: Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; Isaac Jr. Olowolafe (isaac@dreammakerrealty.ca) <isaac@dreammakerrealty.ca>
Subject: RE: [EXT] Re: Mandrake banking info

Alfred,

You were previously sent the attached list, which sets out the requested information.

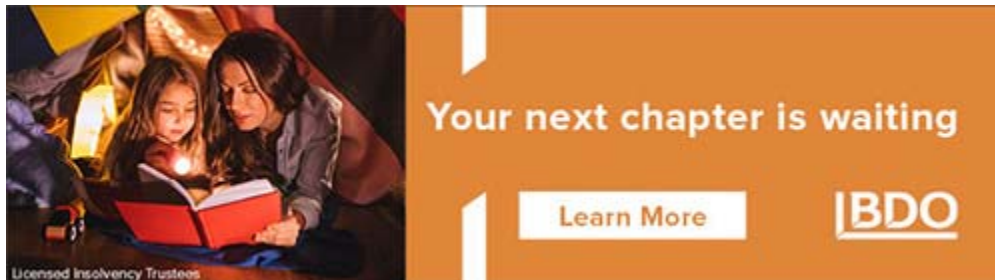
We understand that the company is an entity created specifically for the development of the subject property, however it would be inconceivable that the company does not have records of its own operations with respect to the development of such property.

I note that paragraph 5 of the appointment order compels the production of all books and records of the company, and such production is not limited to the attached list. To the extent that records of the company exist that do not readily fall in to the list provided, then such records are to be provided to the Receiver as well. If required, we can attend at Dream Maker's offices to obtain such records, but we would need to be advised of such.

Obtaining the books and records is of a far greater concern at this time than exploring a potential stalking horse bidder as we are unable to properly market the property without the requested documents. If you are available for a discussion at 3:30pm today (or later) to first discuss the books and records then please advise of such and I will circulate a meeting invitation.

Regards,
Michael Litwack JD, CIRP, LIT
 Senior Manager, Financial Recovery Services
 BDO Canada Limited
 Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
 Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



From: Apps, Alfred <aapps@millerthomson.com>
Sent: January 26, 2021 9:32 AM
To: Litwack, Michael <mlitwack@bdo.ca>
Cc: Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; Isaac Jr. Olowolafe
 (<isaac@dreammakerrealty.ca> <isaac@dreammakerrealty.ca>
Subject: RE: [EXT] Re: Mandrake banking info

Michael:

I just spoke to Isaac and we need a little more clarity as to what you are looking for...

This debtor in this case is a special purpose vehicle whose only asset is the subject property. Isaac advises that there is no Minute Book for the company. He is the sole director and officer.

I am attaching copies of all mortgages against the property, as well as a title summary. What else would you like to see?

Also, can we coordinate a chat this afternoon to discuss a "stalking" bid, which is something we think is very doable in this situation.

Looking forward to hearing back from you. Looping in my assistant, Lianne, to coordinate a mutually convenient time for a call.

Regards,

W. ALFRED APPS
 Partner

Miller Thomson LLP
 Scotia Plaza
 40 King Street West, Suite 5800
 P.O. Box 1011
 Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8199
Cell: +1 416.457.9250
Fax: +1 416.595.8695
Email: aapps@millertthomson.com
millertthomson.com

Connect with us on [LinkedIn](#)
 View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

From: Litwack, Michael <mlitwack@bdo.ca>
Sent: Monday, January 25, 2021 7:51 PM
To: Isaac Jr. Olowolafe (isaac@dreammakerrealty.ca) <isaac@dreammakerrealty.ca>
Cc: Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; Apps, Alfred <aapps@millertthomson.com>
Subject: RE: [EXT] Re: Mandrake banking info

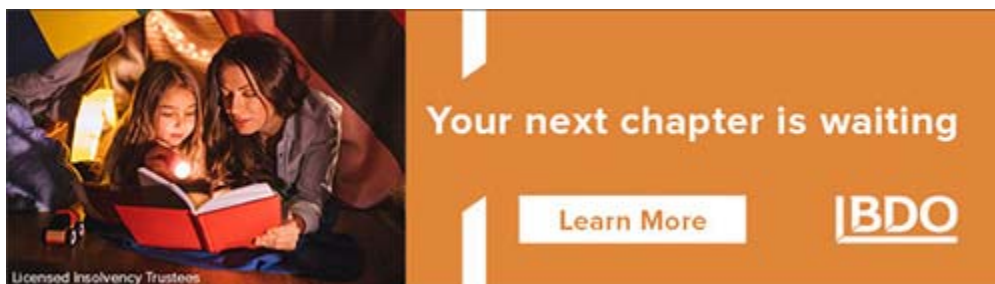
Isaac,

In order to carry out our duties as the court-appointed Receiver of 10268054 Canada Corp we will require the books and records of the company. This is to ensure that we can comply with our requirements of the appointment order as well as the requirements of a receiver pursuant to the Bankruptcy and Insolvency Act.

Accordingly, I'd like to arrange for a time tomorrow for us to connect to discuss the location and availability of the records of the company. Can you please advise as to whether you would be available for a call at 9am, 1pm, or anytime after 3:30pm. Once confirmed I will circulate a meeting invitation with call-in details.

Regards,
Michael Litwack JD, CIRP, LIT
 Senior Manager, Financial Recovery Services
 BDO Canada Limited
 Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
 Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



Following guidance of government authorities, our local BDO office is open at a limited capacity. BDO partners and employees also continue to work from home, delivering the highest level of service to our clients. To update your commercial electronic message preferences, please go to our [online subscription centre](#).

APPENDIX E

Parisi, Josie

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Wednesday, January 27, 2021 1:31 PM
To: Apps, Alfred
Cc: Parisi, Josie; Cerrato, Gary; isaac olowolafe; isaac@dreammakerrealty.ca
Subject: [EXT] Final Information Request - Receivership of 10268054 Canada Inc.
Attachments: 10268054 Canada Inc. et. al. - Mandrake

Importance: High

Alfred:

I am sending you this email as counsel for BDO Canada Limited, the Receiver of 10268054 Canada Inc..

The Receiver has made several requests for information to your firm and the Debtor and to date, only very limited information has been provided. Despite numerous requests, BDO still does not yet have the information in respect of a detailed accounts payable schedule (including names, address and dollar amounts owed) in order to be able to comply with the statutory obligations to provide notice of the court appointment to the creditors of 10268054 Canada Inc. This is in addition to the other information requested in the attached Information Request that was sent to Greg Azeff on January 19, 2021 and again to you and your client yesterday morning.

As you know, your client has an obligation to cooperate with the Receiver and provide the necessary information, including books and records, to allow the Receiver to carry out its mandate. As of now, your client is in breach of the Appointment Order.

Accordingly, please be advised that if the requested information is not delivered to the Receiver by the end of the day, we will bring an urgent motion to compel your client to deliver this information and to cooperate with the Receiver. In the circumstances, we hope that such a motion will be unnecessary.

If you wish to discuss please contact me at the coordinates set out below.

Dom



Dominique Michaud | Bio

T. 416.360.3795

E. dmichaud@robapp.com

ROBINS APPLEBY
BARRISTERS + SOLICITORS

From: Litwack, Michael
Sent: Tuesday, January 26, 2021 1:32 PM
To: Apps, Alfred <aapps@millერთhompson.com>
Cc: Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; Isaac Jr. Olowolafe (isaac@dreammakerrealty.ca) <isaac@dreammakerrealty.ca>; Parisi, Josie <JParisi@bdo.ca>
Subject: RE: [EXT] Re: Mandrake banking info

APPENDIX F

Parisi, Josie

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Friday, February 05, 2021 1:29 PM
To: Apps, Alfred
Cc: Parisi, Josie; Cerrato, Gary; isaac olowolafe; isaac@dreammakerrealty.ca
Subject: [EXT] RE: Final Information Request - Receivership of 10268054 Canada Inc.

Alfred:

Please review the attachment in my earlier email. It sets out what has not been delivered.

Dom



From: Apps, Alfred <aapps@millertthomson.com>
Sent: February 5, 2021 1:22 PM
To: Dominique Michaud <dmichaud@robapp.com>
Cc: Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; isaac@dreammakerrealty.ca
Subject: RE: Final Information Request - Receivership of 10268054 Canada Inc.

CAUTION: External e-mail.

Dominique:

A huge amount of information has now been provided. Please have the receiver send an itemized list of what it has not yet received. I ask for this just to avoid any confusion and because, on our call the other day, it was clear that several items that the receiver did not realize they had already been delivered.

Regards,

W. ALFRED APPS

Partner

Miller Thomson LLP

Scotia Plaza
 40 King Street West, Suite 5800
 P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8199

Cell: +1 416.457.9250

Fax: +1 416.595.8695

Email: aapps@millertthomson.com

millerthomson.com

Connect with us on [LinkedIn](#)
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Friday, February 5, 2021 1:19 PM
To: Apps, Alfred <aapps@millerthomson.com>
Cc: Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; isaac@dreammakerrealty.ca
Subject: RE: Final Information Request - Receivership of 10268054 Canada Inc.

Alfred:

Further to my email below, despite repeated requests, your client has still not provided all of the requested information to the Receiver, including books and records and banking information. This is hindering the Receiver's ability to carry out its mandate. As of now, your client remains in breach of the Appointment Order.

Accordingly, please be advised that if **all** of the requested information is not delivered to the Receiver by the 12:00 noon on Monday, February 8, 2021, we will bring an urgent motion to compel your client to deliver this information and to cooperate with the Receiver. I have enclosed a list of the information that still remains outstanding to this email.

If you wish to discuss please contact me at the coordinates set out below.

Dom



From: Dominique Michaud
Sent: January 27, 2021 1:31 PM
To: 'Apps, Alfred' <aapps@millerthomson.com>
Cc: 'Parisi, Josie' <JParisi@bdo.ca>; 'Cerrato, Gary' <gcerrato@bdo.ca>; isaac olowolafe <olowolafe@gmail.com>; 'isaac@dreammakerrealty.ca' <isaac@dreammakerrealty.ca>
Subject: Final Information Request - Receivership of 10268054 Canada Inc.
Importance: High

Alfred:

I am sending you this email as counsel for BDO Canada Limited, the Receiver of 10268054 Canada Inc..

APPENDIX G

From: isaac olowolafe <olowolafe@gmail.com>
Sent: February 9, 2021 12:17 AM
To: Dominique Michaud <dmichaud@robapp.com>
Cc: Apps, Alfred <aapps@millerthomson.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: Re: Final Information Request - Receivership of 10268054 Canada Inc.

CAUTION: External e-mail.

Hello

Here is as much info i could get:

gavin@dreaminsurance.ca

In regards to bank they are ordering statements since I didnt have online banking.

Taxes none of the FS have been done yet or HST

Agreements I am waiting on lawyer to send,

everything else is attached, I am free to talk if needed

Thanks

On Fri, Feb 5, 2021 at 1:19 PM Dominique Michaud <dmichaud@robapp.com> wrote:

Alfred:

Further to my email below, despite repeated requests, your client has still not provided all of the requested information to the Receiver, including books and records and banking information. This is hindering the Receiver's ability to carry out its mandate. As of now, your client remains in breach of the Appointment Order.

Accordingly, please be advised that if **all** of the requested information is not delivered to the Receiver by the 12:00 noon on Monday, February 8, 2021, we will bring an urgent motion to compel your client to deliver this information and to cooperate with the Receiver. I have enclosed a list of the information that still remains outstanding to this email.

If you wish to discuss please contact me at the coordinates set out below.

Dom

APPENDIX H

Parisi, Josie

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Wednesday, February 10, 2021 12:11 PM
To: isaac olowolafe
Cc: Apps, Alfred; Parisi, Josie; Cerrato, Gary
Subject: [EXT] RE: Final Information Request - Receivership of 10268054 Canada Inc.

Isaac

Thanks for this information however your response remains deficient. We need the following information:

Bank Statements – We appreciate you indicated you did not have online access. If you did not have online access, We suspect the banks mailed your paper bank statements. Please provide these immediately.

Accounting information – Please provide the name of the accounting program used by you and your accounting staff together with the data files. We assume all payments made by the Company were processed through some sort of accounting software.

Accountant – Please provide the name and contact information for your internal and external accountant.

Agreements of purchase and sale – You have provided 3 agreements of purchase and sale. Based upon the deposits, it appears there were 11 sales. Please provide all of the agreements.

Uses of Cash – Please provide a reconciliation of how the funds obtained from the various lenders were used.

By way of background, we understand that the funding received from Centurion was to be used for various expenses, including but not limited to, the funding of Development Charges and other fees to be paid to Town of Ajax, the funding of Letters of Credit with the town of Ajax and the payment of a Parkland Levy. Based on concerns raised by Centurion, the Receiver has conducted its own investigation and has received confirmation that these amounts were not paid by the Debtor.

The Receiver requires information as to where the funds designated for the expenses as part of the advance under the Centurion Loan were applied. We also require information as to where the funds advanced from the subsequent mortgagees were applied. You should be able to print a G/L detail from your accounting system and the amounts should tie to the bank statement.

The Receiver has been very patient with you and avoided going to court however we cannot tolerate further delays and partial compliance with the Appointment Order. If the above information is not delivered by the end of the week, we will have no choice but to seek an Order compelling your cooperation production of this information. If this step is necessary, we will seek the costs of the motion against you personally.

We look forward to receipt of this information as soon as possible.

Dom Michaud



Dominique Michaud | [Bio](#)

T. 416.360.3795
 E. dmichaud@robapp.com

ROBINS APPLEBY
 BARRISTERS + SOLICITORS

APPENDIX I

Parisi, Josie

From: isaac olowolafe <olowolafe@gmail.com>
Sent: Friday, February 12, 2021 6:01 PM
To: Apps, Alfred
Cc: Dominique Michaud; Parisi, Josie; Cerrato, Gary
Subject: [EXT] Re: Final Information Request - Receivership of 10268054 Canada Inc.

Hello Dom

I was given access to online statements they are being downloaded so I can upload it. So I can send.

Also I am getting verification of where the first advance was done as my account for this project wasn't open at that time.

Purchase agreement need to be scanned and sent over.

I verified with account the taxes have not been done yet for this company.

The other mortgages where crossed collateral in my overall portfolio.

Lastly I don't have a GL for this project, we didn't have that setup.

I do have an excel with all invoices and payments which was already provided but will review it more.

Thank you.

DreamMaker
www.DreamTO.ca

On Feb 11, 2021, at 6:08 PM, Apps, Alfred <aapps@millerthomson.com> wrote:

Dom:

I am digging into these issues with Isaac now and expect to be back to you over the weekend.

Regards,

W. ALFRED APPS
Partner

Miller Thomson LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8199

APPENDIX J

Parisi, Josie

From: isaac olowolafe <olowolafe@gmail.com>
Sent: Tuesday, February 16, 2021 3:19 PM
To: Dominique Michaud
Cc: Apps, Alfred; Parisi, Josie; Cerrato, Gary
Subject: [EXT] Re: Final Information Request - Receivership of 10268054 Canada Inc.

Hello Dom

Can we discuss this please, as my intentions is not to make this matter worst.

Thanks

DreamMaker
www.DreamTO.ca


On Feb 16, 2021, at 3:15 PM, Dominique Michaud <dmichaud@robapp.com> wrote:

The failure to provide this information is unacceptable. This information request has been outstanding for several weeks. There is no credible reason why this information has not been provided to the Receiver to date. Either you are intentionally delaying delivering this information or you have not given this information request the priority required to comply with the Appointment Order.

Accordingly, the Receiver will proceed with its motion on March 2, 2021 at 10:30 am to seek an Order compelling cooperation and production of this missing information. We will serve our materials for this motion shortly.

Please let me know if you would like to discuss.

Dom



Dominique Michaud | [Bio](#)
T. 416.360.3795
E. dmichaud@robapp.com
ROBINS APPLEBY
BARRISTERS + SOLICITORS

From: isaac olowolafe <olowolafe@gmail.com>
Sent: February 16, 2021 2:15 AM
To: Apps, Alfred <aapps@millerthomson.com>
Cc: Dominique Michaud <dmichaud@robapp.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: Re: Final Information Request - Receivership of 10268054 Canada Inc.

APPENDIX K

Parisi, Josie

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Thursday, February 18, 2021 4:56 PM
To: isaac olowolafe
Cc: Apps, Alfred; Parisi, Josie; Cerrato, Gary
Subject: RE: Final Information Request - Receivership of 10268054 Canada Inc.

Isaac:

This is not complicated. The Receiver has repeatedly made requests of you and despite your representations that you would provide banking information and the APS's we have not received this information. In your previous communications you indicated you were downloading the bank statements so you could provide them to the Receiver and that you were scanning the APS/waiting for counsel to send them. Neither of these actions should take significant time. It would appear to us that you are simply delaying or ignoring the Receiver's requests for information that were put to you on February 10th. For this reason, as previously advised, we have scheduled court time on March 2, 2021 to advise the court that you are not complying with the Receivership Order. On this motion we will seek further remedies.

Dom



Dominique Michaud | [Bio](#)

T. 416.360.3795

E. dmichaud@robapp.com

ROBINS APPLEBY
 BARRISTERS + SOLICITORS

From: isaac olowolafe <olowolafe@gmail.com>
Sent: February 16, 2021 3:19 PM
To: Dominique Michaud <dmichaud@robapp.com>
Cc: Apps, Alfred <aapps@millერთhompson.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: Re: Final Information Request - Receivership of 10268054 Canada Inc.

CAUTION: External e-mail.

Hello Dom

Can we discuss this please, as my intentions is not to make this matter worst.

Thanks

DreamMaker
www.DreamTO.ca

On Feb 16, 2021, at 3:15 PM, Dominique Michaud <dmichaud@robapp.com> wrote:

The failure to provide this information is unacceptable. This information request has been outstanding for several weeks. There is no credible reason why this information has not been provided to the Receiver to date. Either you are intentionally delaying delivering this information

APPENDIX L

Parisi, Josie

From: Cerrato, Gary
Sent: Monday, February 22, 2021 5:15 PM
To: Isaac Jr. Olowolafe (isaac@dreammakerrealty.ca)
Cc: Parisi, Josie; Apps, Alfred
Subject: 10268054 Canada Corp. - Questions re banking transactions
Attachments: Mandrake Bank Analysis.xlsx

Isaac, we have completed a review the Company's Scotiabank bank account transaction activity from January 2019 to January 2021. I enclose a summary of the transaction history for your reference.

We have a number of questions that we ask you provide answers to.

1. Is this Scotiabank account number 22152 0093211 the only operating bank account for 10268054 Canada Corp. ("102 Corp")?
2. Where did funds advanced by Centurion for the development get deposited?
3. Are you able to provide details of the account holders for the other Scotiabank accounts listed in the schedule (all bank accounts starting with "22152-----" in the schedule)?
4. Are funds received from what appear to be individual bank accounts (accounts not starting with "22152...") deposits or payments for units, if not, what are the deposits for?
5. Why did over \$2.6 million get transferred from the Company's bank account to Scotiabank accounts 22152 00933 19 and 22152 00928 19. What were these transfers/payments being made for and to whom?
6. On July 31, 2019 \$1.442 million was deposited into the Company's bank account from an account at King and University with account number 34322 001, who provided these funds to 102 Corp and what were the funds for?
7. What is the reason funds were consistently transferred into and subsequently transferred out of 102 Corp's operating bank account?
8. 3 cheques cleared the bank account for \$10,000 each in May 2020, cheque numbers 243,242, and 203 what were these payment for and to whom or what supplier were the payments made.
9. Who had signing authority on 102 Corp's bank account and who initiated all of the transfers to the various other Scotiabank accounts?

Thanks

Gary Cerrato, CIRP, LIT
 Partner and Senior Vice President
 BDO Canada Limited
 Direct: 416-369-6058
 Mobile: 647-883-3514
gcerrato@bdo.ca

60 Columbia Way, Suite 300
 Markham, ON, L3R 0C9
 Canada
 Tel: 416-865-0210
 Fax: 416-865-0904

debtsolutions.bdo.ca

 Before you print think about the environment

Description	Amount	22152 00933 19		22152 00928 19		29116 001		18226 001		34322 001		77982 001		24042 001		22152 00897 10		22152 00261 15		22152 07234 28		22152 00979 18		22152 01174 12		Bank Balance	
		Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit	Withdrawal	Deposit		
29-May-20 Service Charge	(6.25)																									2,057.94	
29-May-20 Deposit - Major Mack & Weston																											99,379.13
04-Jun-20 Transfer				(98,000.00)																							1,379.13
30-Jun-20 Service Charge	(11.22)																										1,367.91
03-Jul-20 Chq 204 - 7124880677	(714.92)																										652.99
03-Jul-20 Chq 205 - 6220398800	(908.79)																										(255.80)
03-Jul-20 Returned NSF	908.79																										652.99
06-Jul-20 NSF Service Charge	(48.00)																										604.99
14-Jul-20 Transfer																											12,604.99
15-Jul-20 Chq 214 - 2227048545	(10,175.95)																										2,429.04
21-Jul-20 Transfer - to cover overdraft																											29.04
21-Jul-20 Chq 213/7229720254	(2,432.89)																										(2,402.85)
22-Jul-20 Returned NSF	2,432.89																										29.04
23-Jul-20 Service Charge	(29.04)																										0.00
31-Jul-20 Chq 239/7221027713	(1,397.09)																										(1,397.09)
10-Aug-20 Overdrawn Handling Chgs	(5.00)																										(1,402.09)
10-Aug-20 Transfer																											97.91
11-Aug-20 Service Charge	(29.96)																										67.95
11-Aug-20 Transfer																											2,567.95
11-Aug-20 Debit Memo - PC Email TRF	(2,284.27)																										283.68
17-Aug-20 Service Charge	(6.00)																										277.68
31-Aug-20 Overdraft Interest Charge	(0.81)																										276.87
09-Sep-20 Transfer - PC Transfer 43269199																											76.87
30-Sep-20 Service Charge	(6.00)																										70.87
30-Oct-20 Service Charge	(6.00)																										64.87
16-Nov-20 Deposit - Major Mack & Weston																											20,064.87
20-Nov-20 Transfer - PC Transfer 39749468																											64.87
30-Nov-20 Service Charge	(6.00)																										58.87
31-Dec-20 Service Charge	(6.00)																										52.87
31-Dec-20 Transfer - PC Transfer 26028673																											3,052.87
31-Dec-20 Debit Memo Interact E-Transfer 26033333	(3,000.00)																										52.87
07-Jan-21 Service Charge	(1.00)																										\$ 51.87
		<u>\$(2,091,996.20)</u>	<u>\$ 100,000.00</u>	<u>\$(533,000.00)</u>	<u>\$ 300,000.00</u>	<u>\$ -</u>	<u>\$ 296,198.40</u>	<u>\$ -</u>	<u>\$ 242,321.19</u>	<u>\$ -</u>	<u>\$ 1,442,864.00</u>	<u>\$ -</u>	<u>\$ 639,161.62</u>	<u>\$ -</u>	<u>\$ 144,996.20</u>	<u>\$ -</u>	<u>\$ 2,500.00</u>	<u>\$ -</u>	<u>\$ 60,000.00</u>	<u>\$(63,200.00)</u>	<u>\$ 19,000.00</u>	<u>\$ -</u>	<u>\$ 22,600.00</u>	<u>\$(2,400.00)</u>	<u>\$ -</u>		

Transaction Summary	
Total Deposits/Transfers in	\$ 3,269,641.41
Deposit from Credit Card	40,000.00
Other Miscellaneous deposits	283.13
Bank Error Chq 243	10,000.00
	<u>3,319,924.54</u>
Total Withdrawals/Transfers out	(2,690,596.20)
Cleared Cheques	(551,844.81)
Bank Error Chq 243	(10,000.00)
Centurion Mortgage Payment	(55,234.08)
Miscellaneous E-transfers out	(8,144.39)
Cash Withdrawal	(3,000.00)
Visa payment	(200.00)
Bank Fees/Service Charges	(853.19)
	<u>(3,319,872.67)</u>
Closing Bank Balance	<u>\$ 51.87</u>

APPENDIX M



Quick Tools

Rates

Scotiabank

Search

10268054 CANADA CORP.

Date: 2021/02/09

Customer Name: **10268054 CANADA CORP.**
 Customer Name:
 Address Line 1: **16 MCDAM AVE AVE UNIT 904**
 Address Line 2:
 City: **TORONTO,Ontario**
 Country: **Canada**
 Postal Code: **M6A 0B9**

Contact Name: **TEMITOPE O OLOWOLAFE**Contact Title: **DIRECTOR**Contact Phone: **(416) 725-1053** Annual Sales from Fin Stmt: **\$1**Advertising: **No solicit-Bk/Sub initiate**

Language:

Business Number: **000000000**Number of Employees: **1**Date of Latest Annual Fin Stmt: **2018/11/01**Date Business Established: **2017/06/06**

Account Details:

PRODUCT AND SERVICES	ACCOUNT NUMBER	BALANCE	DATE OPEN/CLOSED	STATUS	BLT	REL
Right Size Account for business	22152 00932 11	\$45.87	2018/11/22	Open	22152	Sole
ScotiaCard/Self-Service Bkg. Access	6058 774 397 403		2027/01/31		22152	Primary Joint
ScotiaLine for business VISA	4538 281 174 347	\$40,000.00	2024/04/01		22152	Sole

APPENDIX N



STATEMENT OF ADVANCE
2018-12-21

Mortgage Number: 198

Borrower Name: 10268054 Canada Corp.
Guarantors: Dream Maker Developments Inc./ Temitope Isaac Jr. Olowolafe

Property Address: 135 Mandrake Street , Ajax, Ont

Term: 24 Months
Interest Rate: Greater of 8.00% or RBC Prime + 4.30%

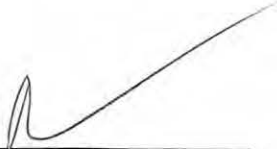
Commitment Fees/Set Up Fee: \$332,592.00 (\$30,000.00 Sep 25/18 & \$20,000 Oct 22, 2018 Rec'd)


1st Advance Date: December 20, 2018
Interest Adjustment Date: January 1, 2018
1st Payment Date: February 1, 2019
Maturity Date: January 1, 2020

CMCC - First Mortgage Loan Full Advance:	\$16,629,592.00
Total Facility available:	\$16,629,592.00
CMSC- 1st Advance (REOT):	\$7,331,559.00
Interest Deduction/Adjustment	
Less: Loan Fees	
Loan Commitment/Set-Up Fee	(\$282,592.00)
Net Advance Amount Due to Borrower:	<u><u>\$7,048,967.00</u></u>

Law Firm:	Owens Wright LLP 20 Holly Street Toronto, Ontario M4S 3B1 Attn: Mark Zwegers/Julia Khit	\$7,048,967.00
-----------	--	----------------

Wire Funds to Trust A/C:	Bank of Montreal 2210 Yonge Street Transit : 04432 Bank No.: 001 Account No.: 1106-913
--------------------------	--

Advance Requested By:	 _____ Ryan Buzzell	21-Dec-18 _____ (Date)
-----------------------	--	------------------------------

Reviewed & Approved By:	 _____ Banja El-Murr	21-Dec-18 _____ (Date)
-------------------------	---	------------------------------

APPENDIX O

Parisi, Josie

Subject: FW: [EXT] RE: 135 Mandrake St
Attachments: Town of Ajax Site Plan Agreement - SP11-16 (135 Mandrake Street) - Revised 2021.pdf

From: Eric Simpson <Eric.Simpson@ajax.ca>
Sent: Tuesday, February 02, 2021 4:52 PM
To: Litwack, Michael <mlitwack@bdo.ca>
Cc: Cerrato, Gary <gcerrato@bdo.ca>
Subject: [EXT] RE: 135 Mandrake St

Hi Michael,

Thank you for providing this.

Please see attached a copy of the Site Plan Agreement that was provided to the owner at the beginning of this year. Schedule "C" outlines the financial obligations of the owner. Please note that various versions of this Site Plan Agreement have been provided to the owner over the course of the last few years. The Site Plan Agreement was provided to the owner originally back in late 2018. The one attached represents the latest and final version.

The Performance Guarantee represents the required securities that the owner is required to provide to the Town in order to ensure that the proposed development is constructed in accordance with the approved plans.

The other fees/payments are not securities and represent general (administrative, inspection fees, etc.) as well as site-specific (cash-in-lieu of parkland, MTO permits, etc.) fees/payments that the owner is required to provide to the Town.

To date, none of the amounts specified in Schedule "C" have been provided to the Town and no versions of the Agreement have ever been signed by the owner. As the owner has never signed a Site Plan Agreement or satisfied their financial obligations, site plan approval has not been issued.

Please note that in order to obtain building permits, in addition to site plan approval, the owner would need to pay the applicable Development Charges.

The link below provides detail on the current (2021) Development Charges. The Development Charges (Town of Ajax, Region of Durham, Board of Education) for 1 unit, in this case, would be \$53,402.00. This development proposal consists of 42 units.

<https://www.ajax.ca/en/inside-townhall/development-charges.aspx>

To date, the owner has not provided any payments relating to Development Charges.

Hopefully this helps. Please let me know if you have any questions.

Thanks,



Eric Simpson, BURPI
 Planner | Planning & Development Services
 Town of Ajax
 65 Harwood Ave. S. Ajax, ON L1S 2H9
 E: eric.simpson@ajax.ca
 P: 905-619-2529, ext. 3247

From: Litwack, Michael [<mailto:mlitwack@bdo.ca>]
Sent: Tuesday, February 2, 2021 4:00 PM
To: Eric Simpson <Eric.Simpson@ajax.ca>
Cc: Cerrato, Gary <gcerrato@bdo.ca>
Subject: 135 Mandrake St

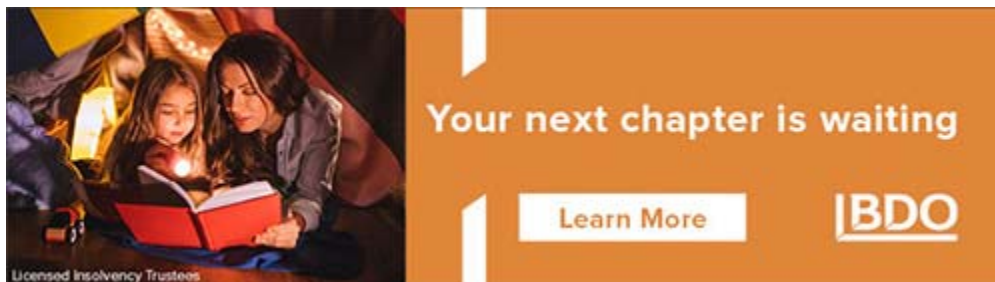
CAUTION: This email originated from outside the organization -- DO NOT CLICK on links or open attachments unless you recognize the sender and know the content is safe.

Eric,
Further to our call, please find attached the order appointing BDO Canada Limited.
Please provide the details of the performance guarantees, additional deposits required for items such as parkland fees, administrative fees, etc., as well as the documentation related to the site plan approvals and development charges.

If you have any questions then please let me know.

Regards,
Michael Litwack JD, CIRP, LIT
Senior Manager, Financial Recovery Services
BDO Canada Limited
Direct: 705.797.3988
mlitwack@bdo.ca

202-300 Lakeshore Drive / Barrie, Ontario L4N 0B4
Tel: 705.797.3980 / Fax: 705.792.3302
debtsolutions.bdo.ca



Following guidance of government authorities, our local BDO office is open at a limited capacity. BDO partners and employees also continue to work from home, delivering the highest level of service to our clients. To update your commercial electronic message preferences, please go to our [online subscription centre](#).

À la lumière des directives des autorités gouvernementales, notre bureau local de BDO est rouvert, mais à capacité limitée. Les associés et les employés de BDO travaillent de la maison et offrent la plus haute qualité de service à nos clients. Pour mettre à jour vos préférences en matière de messages électroniques, veuillez vous rendre au [centre d'inscription en ligne](#).

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

The information in this e-mail and in any attachments is confidential and intended solely for the attention and use of the named addressee(s). This information may be privileged, confidential or otherwise protected from disclosure. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to and must not disclose, copy, distribute, or retain this message or any part of it. This e-mail was scanned for viruses and content.

APPENDIX P



11. SALES AND DEPOSITS

11.1 Sales

We have summarized the status of the sales as follows:

Sales Status - Unit Sales	# of Units	Area (sf)	Revenue
Firm Sales	19	23,494	11,326,000
Conditional Sales	0	-	-
Inventory	23	28,577	13,412,000
Total - Unit Sales	42	52,071	24,738,000

- The Borrower has provided a sales summary indicating 19 units sold, with revenue totalling \$11,326,000 (inclusive of HST)
- We have not reviewed individual agreements of purchase and sale to determine if the sales are qualified and of an arm's length nature. This can be provided as an additional service.
- We have not reviewed whether the Purchasers are qualified for Mortgage Financing.
- The Lender requires 16 of the 42 units to be presold to "arm's length" buyers, with a minimum of \$9,500,000 in net revenue, and structured deposits payable not less than 15% of the purchase price. The latest sales information is in conformance.

11.2 Deposits

We have summarized the status of the deposits as follows:

Deposit Status	Available	Allowed	Collected	Utilized
Tarion Deposits	840,000	840,000	-	-
Excess Deposits	589,350	589,350	-	-
Total	1,429,350	1,429,350	-	-

- Deposits are collected in excess of 15% of the purchase price. The Purchase and Sale agreements require five deposits of \$22,000, or a total of \$110,000 for each unit.
- We have not yet received a trust account summary to confirm the deposits currently held. The Borrower has advised that Miller Thompson LLP has been retained to hold the deposits in trust. The Borrower is anticipating \$220,000 in purchaser deposits shortly.
- Westmount Guarantee has provided a Tarion Bond of \$840,000, and Deposit Insurance Facility of \$4,500,000 (both Tarion and excess).

Attachments: Borrower's Sales and Deposit Summaries

Sold Units					
Unit No.	Sq.ft.	No. of Bedrooms	Sold Price	Extra Parking / Loc.	Name of Purchaser
TH2	1195	2	\$589,000		Pricilla Ukeit
TH8	1194	2	\$599,000		Iman Shah
TH9	1194	2	\$599,000		Iman and George
TH10	1194	2	\$599,000		George Mathew
TH15	1295	2	\$589,000		Marie Wafo Fonou
TH21	1197	2	\$589,000		Yves Apollon
TH22	1288	2+DEN	\$589,000		Pricilla Ukeit
TH23	1210	2+DEN	\$589,000		Racheal Iyengunmwena
TH24	1210	2+DEN	\$589,000		Alex Ogie
TH29	1327	3+DEN	\$649,000	Parking	Jameel Francis
TH30	1327	3+DEN	\$619,000		Ibukun Akinbola
TH32	1288	2+DEN	\$604,000		Bidemi Akinbola
TH33	1212	2+Den	\$589,000		Mercy Samuel-Apiafi
TH36	1210	2+DEN	\$589,000		Sabine Chebou
TH38	1288	2+DEN	\$589,000		David Dessources
TH39	1240	2+DEN	\$589,000		Kingsley Otakho Osayande
TH40	1210	2+DEN	\$589,000		Mabel Ogbeide
TH41	1219	2+DEN	\$589,000		Grace Smart and Margaret Enanoro
TH42	1288	2+DEN	\$589,000		Gladys Ogbomo

Unsold Unit				
Unit No.	Sq.ft.	No. of Bedrooms	Asking Price	Parking Included
TH1	1222	2	\$605,000	y
TH3	1295	2	\$605,000	y
TH4	1293	2	\$605,000	y
TH5	1209	2	\$605,000	y
TH6	1195	2	\$599,000	y
TH7	1194	2	\$599,000	y
TH11	1294	2	\$610,000	y
TH12	1329	2	\$615,000	y
TH13	1207	2	\$605,000	y
TH14	1210	2	\$605,000	y
TH15	1196	2	\$599,000	y
TH16	1195	2	\$599,000	y
TH17	1252	2	\$605,000	y
TH18	1222	2	\$605,000	y
TH19	1195	2	\$605,000	y
TH20	1195	2	\$605,000	y
TH25	1288	2+DEN	\$629,000	y
TH26	1247	2+DEN	\$629,000	y
TH27	1327	3 + DEN	\$649,000	y
TH28	1327	3+ DEN	\$649,000	y
TH31	1247	2+DEN	\$629,000	y
TH34	1212	2+DEN	\$629,000	y
TH35	1212	2+DEN	\$629,000	y
TH37	1210	2+DEN	\$629,000	y

Sold Units			
Unit No.	Name of Purchaser	Deposit	Parking
TH2	Pricilla Ukeit	15000	49 spots 1 per unit
TH8	Iman Shah	10000	
TH9	Iman and George	10000	
TH10	George Mathew	10000	
TH15	Marie Wafo Fonou	15000	7 Extra spots @ \$30,000 each
TH21	Yves Apollon	15000	
TH22	Pricilla Ukeit	15000	
TH23	Racheal Iyengunmwena	15000	
TH24	Alex Ogie	15000	
TH29	Jameel Francis	15000	
TH30	Ibukun Akinbola	15000	
TH32	Bidemi Akinbola	10000	
TH33	Mercy Samuel-Apiafi	10000	
TH36	Sabine Chebou	10000	
TH38	David Dessources	10000	
TH39	Kingsley Otakho Osayande	10000	
TH40	Mabel Ogbeide	10000	
TH41	Grace Smart and Margaret Enanoro	10000	
TH42	Gladys Ogbomo	10000	

APPENDIX Q

MILLER THOMSON ITF Dream Account Number: CIBC 86426969402 UPDATED TO: October 31, 2020 Matter Number : 0223173.0004										TARION DTA INSTRUMENT									
										NO HOLDBACK REQUIRED									
DEPOSITS										RELEASES									
Suite	Name	Unit / Level	Purchase Date	Purchase Price	Cheque Date	Cheque Amt.	Deposit Date	Deposit Amt.	Upgrades	Total Deposits to Date	Warranty	Excess	Released Date	(W) Released	(W) Remaining	(E) Released	(E) Remaining	Total Available	
TH15	2485215 Ontario Inc.	U15L1	03-Oct-19	\$600,000.00															
TH15	2485215 Ontario Inc.	U15L1	03-Oct-19	\$600,000.00															
TH15	2485215 Ontario Inc.	U15L1	03-Oct-19	\$600,000.00						5,000.00	5,000.00	0.00			5,000.00		0.00	5,000.00	
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00	wire		3-Jan-20	5,000.00											
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00															
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00															
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00															
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00															
TH28	2485215 Ontario Inc.	U28L1	09-Oct-19	\$600,000.00						5,000.00	5,000.00	0.00			5,000.00		0.00	5,000.00	
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00	wire		3-Jan-20	5,000.00											
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00															
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00															
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00															
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00															
TH31	2599055 Ontario Inc.	U31L1	29-Sep-19	\$600,000.00						5,000.00	5,000.00	0.00			5,000.00		0.00	5,000.00	
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00	wire		3-Jan-20	5,000.00											
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00															
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00															
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00															
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00															
TH34	2712694 Ontario Inc. and Rupali	U34L1	30-Jul-19	\$600,000.00						5,000.00	5,000.00	0.00			5,000.00		0.00	5,000.00	
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00	wire		10-Jan-20	5,000.00											
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00															
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00															
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00															
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00															
TH42	2599055 Ontario Inc.	U42L1	27-Sep-19	\$600,000.00						5,000.00	5,000.00	0.00			5,000.00		0.00	5,000.00	
TOTALS								95,000.00	0.00	95,000.00	95,000.00	0.00		0.00	95,000.00	0.00	0.00	95,000.00	

APPENDIX R

Suite 22, Unit 22, Level 02,

AGREEMENT OF PURCHASE AND SALE

MADE BETWEEN THE UNDERSIGNED:

PURCHASER: A. Akingboju DOB 07 / 01 / 1983 S.I.N. [REDACTED]
PURCHASER: A. Akingboju DOB 07 / 01 / 1983 S.I.N. 572952570

hereinafter referred to collectively or separately as the "PURCHASER"

and **10268054 CANADA CORP.** (hereinafter called the "VENDOR").

1. The following definitions shall apply to this Agreement:

- (a) "Act" means the Condominium Act, S.O. 1998, C.19, Chapter 26, and any amendments thereto.
- (b) "Unit" means Suite 22, Unit 22, Level 02, ("Residential Unit") together with (1) Parking Unit(s) to be allocated by the Vendor in its sole discretion, being (proposed) units in the Condominium to be located on the lands legally described as Block 91, Plan 40M-1378, save & except Parts 1 & 2, Plan 40R-21864, Ajax, Regional Municipality of Durham being all of PIN 26453-0695 (LT), together with an undivided interest in the common elements and the exclusive use, if any, of those common elements attaching to such unit as set out in the Declaration.

2. The Purchaser hereby agrees with the Vendor to purchase the above-noted Unit on the following terms and conditions:

The Purchase Price of the Unit is six hundred thousand dollars (**\$600,000.00**) (Canadian), which amount shall be inclusive of HST (as defined in Schedule "X") less the Rebate (as defined in Schedule "X"), payable to the Vendor as follows:

- (a) the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** by cheque with this Agreement payable to the Vendor's solicitors Miller Thomson LLP in trust, as a deposit to be credited on account of the purchase price on closing.
- (b) the following additional deposits to the Vendor's solicitors by way of post-dated cheques in the amounts and on the dates described below:

(v) **Twenty five thousand** Dollars (\$ **25,000.00**) by certified cheque on the **Occupancy Date** as defined below.

- (c) all deposits and funds payable on the Occupancy Date shall be payable to the Vendor's solicitors, Miller Thomson LLP, in trust, or as otherwise directed by the Vendor from time to time, to be held or paid to the Vendor in accordance with the provisions of the Act or any deposit trust agreement entered into with the Taron Warranty Corporation or the provider of a Taron deposit bond and/or excess condominium deposit facility. Any sums held by the Vendor's solicitors may be invested in an interest-bearing trust account or term deposit with all interest earned to be paid to the Vendor and which interest shall not form the basis of any adjustment between the parties. The Purchaser shall receive interest in accordance with the Act.
 - (d) the unpaid balance of the Purchase Price (the "Unpaid Balance") shall be paid on the Closing Date, by certified cheque or wire transfer (using Large Value Transfer protocols), subject to the adjustments hereinafter set forth.
- 2B. The proposed occupancy of the Unit will be permitted on the date(s) as set out in section 1 of page 1 of the Taron Addendum entitled "Statement of Critical Dates" (the "Occupancy Date"). The Closing Date shall be established in accordance with paragraph 5(b) of Schedule "X" of this Agreement (the "Closing Date").

The following Schedules are appended hereto and form an integral part of the Agreement herein: "Schedule A (Floor Plan)", "Schedule B (Features and Finishes)", "Schedule C" (Financial Information), Taron Statement of Critical Dates and Taron Addendum, together with the appendices and/or schedules attached thereto, Schedule "E" (Electronic Communication), Schedule "X" ("General Terms"), Schedule "Y" ("Occupancy Licence") and Schedule(s) _____. The Purchaser acknowledges having read all paragraphs and Schedules of this Agreement.

This Agreement shall be irrevocable by the Purchaser until one minute before midnight on the tenth day after his/her execution, after which time if not accepted, this Agreement shall be null and void and the deposit returned to the Purchaser, without interest or deduction, except as required by the Act. Acceptance by the Vendor of this Agreement shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

DATED this 28 day of 9/29/2020, 2020

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the day, month and year above written.

<u>A. Akingboju</u>	<u>A. Akingboju</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Witness:	Purchaser	Date of Birth	S.I.N.
<u>A. Akingboju</u>	<u>A. Akingboju</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Witness:	Purchaser	Date of Birth	S.I.N.

THE UNDERSIGNED accepts the above Agreement and agrees to complete the transaction in accordance with the terms thereof.

ACCEPTED this 9/29/2020 day of _____, 2020

10268054 CANADA CORP., _____

Court File No: CV-20-006521714-00CL

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

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

PROCEEDING COMMENCED AT TORONTO

**FIRST REPORT OF BDO CANADA LIMITED, IN ITS
CAPACITY AS COURT APPOINTED RECEIVER**

ROBINS APPLEBY LLP

Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, Ontario M5H 1T1

DOMINIQUE MICHAUD LSO No.: 56871V

Tel: (416) 360-3795

Fax: (416) 868-0306

dmichaud@robapp.com

SAMUEL MOSONYI LSO No.:78085A

Tel: (416) 360-3356

smosonyi@robapp.com

Lawyers for the Receiver

TAB C

Court File No.: CV-20-00652174-00CL

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

THE HONOURABLE MR.)	TUESDAY, THE 2ND
)	
JUSTICE KOEHNEN)	DAY OF MARCH, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

ORDER

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of 10268054 Canada Corp. ("**102co**") for the relief set out in the Notice of Motion dated February 24, 2021, was heard this day by videoconference as a result of the Covid-19 pandemic.

ON READING the Motion Record of the Receiver and the First Report of the Receiver dated February 22, 2021 (the "**Receiver's First Report**") and on hearing the submissions of counsel for the Receiver and any such other counsel or individuals as were present, on consent of the Defendants, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Wendy Lee sworn February 24, 2021, filed.

SERVICE

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

DELIVERY OF THE BOOKS AND RECORDS TO THE RECEIVER

2. **THIS COURT ORDERS** that 102co and Mr. Temitope Olowolafe a.k.a Isaac Olowolafe (“**Olowolafe**”), the sole officer and director of 102co, are required to deliver to the Receiver the following books and records of the Companies and other information on or before 5:00 pm on March 8, 2021:

- (a) complete bank statements and cancelled cheques for all bank accounts maintained by 102co;
- (b) identification of all bank accounts maintained by 102co;
- (c) detailed accounts payable listings with names, addresses and amounts due to the creditors;
- (d) detailed accounts receivables listing with names and addresses of customers and amounts due to the Companies;
- (e) accounting information, including the name of the accounting program used by 102co together with the data files;
- (f) the name and contact information of 102co’s internal and external accountant;
- (g) copies of each agreement of purchase and sale entered into by 102co in respect of the Project;
- (h) a detailed reconciliation of how the funds obtained from the various lenders were used by 102co, including the loan proceeds advanced by Centurion Mortgage Capital Corporation that were allocated but not used in the funding of Development Charges and other fees to be paid to Town of Ajax, the funding of Letters of Credit with the town of Ajax and the payment of a Parkland Levy; and

- (i) any other records related to the assets, liabilities and financial affairs of the Companies.

3. **THIS COURT ORDERS** that 102co and Olowolafe shall immediately comply with all of the provisions of the Order of the Honourable Madam Justice Dietrich dated January 14, 2021 (the "**Receivership Order**").

ADDITIONAL POWERS OF THE RECEIVER

4. **THIS COURT ORDERS** that Olowolafe attend on an examination under oath conducted by the Receiver or other authorized person, to answer questions concerning 102co's affairs, on a date on or before March 19, 2021 that is agreeable by counsel for the Receiver and Olowolafe.

5. **THIS COURT ORDERS** that the Receiver is authorized but not obligated to take steps to assign 102co into bankruptcy in the Receiver's discretion.

RECEIVER'S ACTIVITIES

6. **THIS COURT ORDERS** that the First Report and the activities of the Receiver set out in the First Report are hereby approved.



**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-00652174-00CL

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

PROCEEDING COMMENCED AT TORONTO

ORDER

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

TAB D

Court File No.: CV-20-00652174-00CL

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

THE HONOURABLE)	THURSDAY, THE 14 th
)	
MADAM JUSTICE DIETRICH)	DAY OF JANUARY, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE

Defendants

ORDER**(Appointing Receiver and Approving Sale Process)**

THIS MOTION, made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited as receiver and manager ("**BDO**", and in such capacities, the "**Receiver**") over 10268054 Canada Corp. ("**102 Corp.**" or the "**Debtor**"), and of all of the assets, undertakings and properties of the Debtor, including the real property owned by 102 Corp. known municipally as 135 Mandrake Street, Ajax, Ontario (the "**Property**") with the legal description set out in Schedule "A", and all other property, assets and undertakings relating thereto, acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day by way of video-conference as a result of the COVID-19 Pandemic.

ON READING the affidavit of Ryan Buzzell sworn December 3, 2020 and the Exhibits thereto, the Pre-Filing Report of the Receiver dated December 16, 2020 (the "**Pre-Filing Report**")

- 2 -

wherein the Receiver will recommend the sale process for the sale of the Property and the supplementary affidavit of Ryan Buzzell sworn December 18, 2020 and the Exhibits thereto, and on hearing the submissions of counsel for the Plaintiff and such other parties as were present, no one else appearing although duly served, and on reading the consent of BDO to act as the Receiver.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, over the Debtor and all of the assets, undertakings, and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, and including the property set out in Schedule "A".

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;

- 3 -

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

- 4 -

- (l) to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

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

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- 5 -

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
- (t) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

- 6 -

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with

leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver

- 10 -

shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

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

- 11 -

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.

25. **THIS COURT ORDERS** that notwithstanding paragraphs 21-24 inclusive, and as alternate thereto, the Receiver is hereby authorized to borrow money to fund the exercise of its powers and duties hereunder by way of advances from the Plaintiff, which advances shall be secured by the Plaintiff's security on the Property (including without limitation the Mortgage as defined and attached as an exhibit to the Affidavit of Ryan Buzzell), with the same priority that may attach to such security.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.extranets.bdo.ca/10268054CanadaCorp> .

- 12 -

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

SALE PROCESS

28. **THIS COURT ORDERS** that the Sale Process as set out in the Pre-Filing Report is hereby approved and that the Receiver is authorized and directed to commence the Sale Process for the purpose of soliciting interest in and opportunities for the sale of the Property of the Debtor.

29. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Sale Process, and to do all things reasonably necessary to do so.

30. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, employees, and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Sale Process (as determined by this Court).

RETENTION OF LAWYERS

31. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Plaintiff's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Plaintiff herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

GENERAL

32. **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.

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

34. **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.

35. **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.

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

- 14 -

37. **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.

Dietrich J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 22 2021

PER / PAR:

A

SCHEDULE "A" THE PROPERTY

PIN	2645-0695 (LT)
DESCRIPTION	BLK 91 PL 40M1378, SAVE & EXCEPT PTS 1 & 2 PL 40R21864, AJAX, REGIONAL MUNICIPALITY OF DURHAM
ADDRESS	135 MANDRAKE STREET, AJAX, ONTARIO

- 2 -

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") over 10268054 Canada Corp. (the "**Debtor**") and all of the assets, undertakings and properties of the Debtor municipally known as 135 Mandrake Street, Ajax, Ontario (the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ●, 2020 (the "**Order**") made in an action having Court file number CV-20-006521714-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____, which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

- 3 -

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

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

DATED the ____ day of _____, 20__.

BDO Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: Josie Parisi

Title: Senior Vice-President

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION** **10268054 CANADA CORP. ET AL**

Plaintiff

Defendants

Court File No.: CV-20-00652174-00CL

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

PROCEEDING COMMENCED AT TORONTO

ORDER

(Appointing Receiver and Approving Sale Process)

ROBINS APPLEBY LLP

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

Dominique Michaud ISO No.: 56871V

Tel: (416) 360-3795
dmichaud@robapp.com

Samuel Mosonyi ISO No.: 78085A

smosonyi@robapp.com
Tel: (416) 360-3356
Fax: (416) 868-0306

Lawyers for the Plaintiff

TAB E

Court File No.: CV-20-00652174-00CL

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

THE HONOURABLE MR.)	FRIDAY, THE 25th
)	
JUSTICE DUNPHY)	DAY OF JUNE, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

**ORDER
(Interim Distribution)**

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of 10268054 Canada Corp. ("**102co**") for the relief set out in the Notice of Return of Motion dated June 15, 2021, including the approval of the proposed distributions as set out in paragraphs 44-54 of the Receiver's Second Report dated May 31, 2021 (the "**Receiver's Second Report**") and read in conjunction with the Receiver's Supplemental Report dated June 10, 2021 (the "**Supplementary Report**") was heard this day by videoconference as a result of the Covid-19 pandemic.

ON READING the Receiver's Second Report and the Supplementary Report and on hearing the submissions of counsel for the Receiver and any such other counsel or individual as



were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Wendy Lee sworn June 15, 2021, filed.

SERVICE

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

DISTRIBUTIONS

2. **THIS COURT ORDERS** that the Receiver is hereby authorized to make distributions to Centurion Mortgage Capital Corporation in accordance with paragraphs 44-54 of the Receiver's Second Report.

A handwritten signature in black ink, appearing to read "Alan D. [unclear]", is written over a horizontal line. The signature is stylized and cursive.

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Interim Distribution)**

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

TAB F



Final Discharge Statement

Date: September 14, 2021

Via E-mail: dmichaud@robapp.com

Attention: Dominique Michaud
Robins Appleby LLP
Suite 2600
120 Adelaide Street West
Toronto, Ontario M5H 1T

Centurion Loan No: 198 A&B

Borrower: 10268054 Canada Corp.

Property Address: 135 Mandrake Street, Ajax, Ontario

Further to your request, please be advised that the total amount due and payable to discharge this mortgage, as at September 15, 2021 is \$8,406,149.26 calculated as follows:

Loan 198A

Funding Date: December 21, 2018

Maturity Date: January 1, 2021

Interest Rate: Prime + 4.30% - Floor Rate 8%

L198A - Principal Balance as at September 14, 2021:	\$	6,658,525.25
L198A - Interest Accrued to & including September 14, 2021:	\$	1,747,374.01
Administrative Fee:	\$	250.00
Total Amount Due (by 1:00 p.m. September 15, 2021):	\$	<u>8,406,149.26</u>

The Per Diem Interest charge is \$1,861.98 (after 1:00 p.m.):

Loan 198A	\$	1,861.98
Loan 198B	\$	-
Total Per Diem:	\$	<u>1,861.98</u>

CONDITIONS:

Certified Funds received after 1:00pm of the proposed discharge date will be subject to an additional daily interest charge of \$1,861.98 to the next business day.

Payment must be by way of wire (see wire instructions attached), by 1:00 p.m. on September 15, 2021.

The Borrower will be responsible for any costs, legal or otherwise, associated with the discharge, including the preparation of the Discharge of Charge.

Please note this statement is valid to September 30, 2021, with applicable per diem.

Should the prime rate change prior to payout, then this statement maybe subject to change. An updated statement will be issued to reflect the change in interest rate.

Please feel free to contact us should you have any questions or require any further information.

Yours truly,

CENTURION MORTGAGE CAPITAL CORPORATION

Richard Bruce
Senior Mortgage Administrator

Jean Maraj
Director, Commercial Mortgage Admin. & Funding

E. & O. E



Beneficiary Name:	Centurion Mortgage Services Corporation In Trust
Beneficiary Address:	25 Sheppard Avenue West, Suite # 1800, Toronto, ON M2N 6S6
Bank Name:	TD Canada Trust
Bank Address:	220 Commerce Valley Drive West, Unit 100, Markham, ON L3T 0A8
Bank ID:	004
Bank Transit:	10852
Bank Account:	10855366227
Ref.:	CMCC - Loan 198 - Discharge

Centurion Mortgage Capital Corporation Contacts:

Jennifer Ha

Senior Mortgage Administrator

T (416) 733-5600 ext. 429

F (416) 733-5619

Centurion Mortgage Capital Corporation

25 Sheppard Avenue West, Suite 1800

Toronto, ON M2N 6S6

Richard Bruce

Senior Mortgage Administrator

T (416) 733-5600 ext. 321

F (416) 733-5619

Centurion Mortgage Capital Corporation

25 Sheppard Avenue West, Suite 1800

Toronto, ON M2N 6S6

TAB G

Court File No.: CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

**UNDERTAKINGS, UNDER ADVISEMENTS, AND REFUSALS OF ISAAC
OLOWOLAFE**

April 21, 2021

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

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

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

Lawyers for the Receiver, BDO Canada
Limited

TO: MILLER THOMSON LLP

Avocats/Lawyers
40 King Street West
Suite 5800
Toronto, ON M5H 3S1

Alfred Apps LSO No.: 27760I

Email: aapps@millerthomson.com

Tel: (416) 595-8199

Gregory R. Azeff LSO No.: 45324C

Email: gazeff@millerthomson.com

Tel: (416) 595-2660

Lawyers for the Defendants

**UNDERTAKINGS FROM THE EXAMINATION
OF ISAAC OLOWOLAFE HELD APRIL 6, 2021**

No.	Question No.	Page No.	Undertaking	Answer
1.	11	5	To produce the authorization and direction from Isaac Olowolafe to Miller Thomson directing that \$3.7 million (the “ Advance ”) in funds be paid to Dream Fund Holdings Inc.	
2.	18	6	To produce documents (e.g. statement) showing the Advance was deposited by Miller Thomson into Scotiabank account number 0092819 for the beneficiary Dream Fund Holdings Inc.	
3.	20	6	To produce a trust ledger statement from Miller Thomson showing the wire of the Advance going to Scotiabank account 0092819 for Dream Fund Holdings Inc.	
4.	25	7-8	To provide the particulars (i.e. itemized list) regarding how the Advance transferred to Dream Fund Holdings Inc. was dispersed.	
5.	54	12	To produce all documents related to the loan from 10268054 Canada Corp. (“ 102 Corp ”) to Dream Fund Holdings Inc.	

No.	Question No.	Page No.	Undertaking	Answer
6.	60-61	13-14	To provide a breakdown of where all of the Advance funds were applied to, including, <i>inter alia</i> , the details of every transaction, all costs and expenses, and any supporting documents.	
7.	136	33-34	To produce all correspondence regarding negotiations with the Town of Ajax to reduce the \$2.9 million owed in development charges, parkland levy, and cash security for the letters of credit with the Town in respect of landscaping and engineering fees, including all documents where a payment is alleged to have been made, and a breakdown of those costs.	
8.	240	62-63	<p>To advise who the account holders are, signing authority, and whether the accounts are active for all accounts listed across the top of the Mandrake Bank Analysis (see Tab 8 of the Compendium):</p> <ul style="list-style-type: none"> • 22152 00933 19 • 22152 00928 19 • 29116 001 • 18226 001 • 34322 001 • 77982 001 	

No.	Question No.	Page No.	Undertaking	Answer
			<ul style="list-style-type: none"> • 24042 001 • 22152 00897 10 • 22152 00261 15 • 22152 07234 28 • 22152 00979 18 • 22152 01174 12 	
9.	247	64-65	To produce supporting documentation of what other bank accounts would have paid the hard and soft constructions costs in the amount of \$2.1 million, and the supporting documents for those payments including invoices, copies of cheques, and bank statements.	
10.	247	65	To provide an itemized list of cancelled cheques and invoices for the alleged development costs.	
11.	247	65	To provide copies of payments of the development charges (e.g. receipts)	

No.	Question No.	Page No.	Undertaking	Answer
12.	280-281	73	<p>To provide particulars of how approximately \$2 million in funds transferred from 22152 200932 11 (102 Corp's operating account) to 22152 00933 19, were used after the transfer and what projects the funds were applied to.</p> <p><i>Refer to Tab 8 of the Compendium</i></p>	
13.	288	75	<p>In respect of \$300,000 being deposited into 22152 200932 11 (102 Corp's operating account) from 22152 00928 19 (Dream account):</p> <p>To provide particulars as to what payments were required to be made to 102 Corp.</p> <p><i>Refer to Tab 8 of the Compendium</i></p>	
14.	288	75	<p>To explain why approximately \$2 million was deposited into account 22152 00933 19 from account 22152 00932 11 (102 Corp's operating account).</p>	
15.	301	77	<p>To provide a list of all companies where Isaac Olowolafe is a director.</p>	
16.	301	77	<p>To provide supporting documents for any intercompany loans with 102 Corp</p>	

No.	Question No.	Page No.	Undertaking	Answer
17.	309	80	<p>To provide an itemized list with a detailed breakdown of the alleged \$2.1 million payment for construction costs with supporting documents.</p> <p><i>Refer to Tab 6 of the Compendium</i></p>	
18.	312	81	<p>To provide an explanation as to why \$1.4 million was deposited into the 102 Corp operating account from account 34322 001 on July 31, 2019.</p> <p><i>Refer to Tab 8 of the Compendium</i></p>	
19.	313-314	81-82	<p>To verify whether and provide particulars of the transfer dated July 31st, 2019 to/from King and University/Schneider was to/from Schneider Ruggiero Spencer Milburn LLP</p> <p><i>Refer to Tab 8 of the Compendium</i></p>	
20.	320	83	<p>To provide particulars of the transfers between July 31, 2019 to September 3, 2019 (accounts 22152 00933 19 and 22152 00928 19)</p> <p><i>Refer to Tab 8 of the Compendium</i></p>	

No.	Question No.	Page No.	Undertaking	Answer
21.	329	86	<p>To provide documents that 102 Corp or Isaac relied on to determine that the borrower invested \$2.65 million in the land as of the date of the request for advance (e.g. appraisals)</p> <p><i>Refer to Tab 7, page 76, paragraph 7 of the Compendium</i></p>	
22.	340-341	88-89	<p>To verify the amount of the loan advanced to 102 Corp in respect of the \$2 million Charge</p> <p><i>Refer to Tab 16 of the Compendium</i></p>	
23.	342-343	89	<p>To provide an explanation and produce all documents (e.g. directions, invoices, cheques, wire confirmations) related to every transaction in 102 Corp's operating account (22152 00932 11) as shown in Tab 8 of the Compendium</p>	
24.	359	93	<p>To produce documents that prove the Canadian residency of each of the purchasers for 135 Mandrake Street, Ajax, Ontario.</p> <p><i>Refer to Tab 11, page 143, Schedule E (Commitment Letter) of the Compendium</i></p>	

No.	Question No.	Page No.	Undertaking	Answer
25.	370	95	<p>To provide all documents in respect of the alleged termination of the eight purchasers for 135 Mandrake Street between the Intrepid Report and the Miller Thomson deposit schedule (e.g. releases, written notices of termination)</p> <p><i>Refer to Tab 13 of the Compendium</i></p>	
26.	378	97, 98	<p>To provide all documents related to the changes in purchaser and purchase price (e.g. assignment agreements, amendment agreements, etc)</p> <p><i>Refer to Tab 13 of the Compendium</i></p>	
27.	389	99	<p>To provide all documents that reflect the change in purchaser for Unit 21, 135 Mandrake Street from Yves Apollon to Adekunle Akinboju.</p>	
28.	392	100	<p>To provide an itemized list, particulars and documents of any units sold for 135 Mandrake Street that were not reflected in the Miller Thomson deposit schedule (e.g. to provide a list of the sold units, the agreements of purchase and sale, and documentation supporting where the deposits went)</p> <p><i>Refer to Tab 13 of the Compendium</i></p>	
29.	399, 400	102-103	<p>To provide an itemized list of what units were sold without deposits and the reason why those particular units were sold without a deposit.</p>	

No.	Question No.	Page No.	Undertaking	Answer
30.	411	106, 107	<p>To provide a list of all units sold for 135 Mandrake Street and to provide copies of all of the agreements of purchase and sale, including the agreements of purchase and sale for Units 28, 31, 34, 42 as listed in the Miller Thomson deposit schedule</p> <p><i>Refer to Tab 13 of the Compendium</i></p>	
31.	423	109	<p>To provide a document reflecting that Devoe Joseph has an option to buy Unit 28 at 135 Mandrake Street</p> <p><i>Refer to Tab 15 of the Compendium</i></p>	
32.	424-425	110	<p>To verify and provide any documentation clarifying whether Devoe Joseph is related to 2485215 Ontario Inc., the purchaser listed for Unit 28 on the Miller Thomson schedule</p> <p><i>Refer to Tab 14 of the Compendium</i></p>	
33.	426	110	<p>To verify and provide any documentation clarifying whether Devoe Joseph still has an option to purchase Unit 28 or whether it has been purchased by the numbered company 2485215 Ontario Inc.</p>	

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court File No.: CV-20-00652174-00CL

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

PROCEEDING COMMENCED AT TORONTO

**UNDERTAKINGS, UNDER
ADVISEMENTS, AND REFUSALS OF
ISAAC OLOWOLAFE**

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

TAB H



Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada LLP
20 Wellington St. E. Suite 500
Toronto ON M5E 1C5 Canada

November 2, 2021

DELIVERED VIA E-MAIL and/or REGISTERED MAIL

Dear Sirs/Mesdames:

**RE: Centurion Mortgage Capital Corporation v. 10268054 Canada Corp
Court File No. CV-20-00652174-00CL (the "Receivership Proceedings")**

As you may be aware, On January 14th, 2021, the Ontario Superior Court of Justice (Commercial List) (the "Court") appointed BDO Canada Limited as receiver and manager (the "Receiver") of all the assets, undertakings and properties of 10268054 Canada Corp. ("102 Corp"), including the lands municipally known as 135 Mandrake, Ajax, Ontario (the "Lands"), whereupon 102 Corp was to develop a 42 townhouse condominium project. Additional information with respect to the receivership proceeding can be found at the Receiver's website at the following address: <https://www.bdo.ca/en-ca/extranets/10268054canadacorp/>

In order to develop the Lands, 102 Corp had received an advance of funds from Centurion Mortgage Capital Corporation. During its administration, the Receiver has become aware of indications that funds from the advance made may have been diverted to other entities unrelated to the development of the Lands. There is therefore potential merit in conducting an exercise to trace the funds from 102 Corp that may have been diverted.

An exercise to determine if any funds were diverted from 102 Corp could include various components, including seeking further relief from the Court and potential involvement of BDO Canada LLP's fraud and forensic group. It is very difficult to estimate the professional fees related to such an engagement, however, based on its experience, the Receiver expects that the professional fees could be upwards of \$100,000. Due to the uncertain nature of whether any funds could be considered to have been diverted and whether there could be any recovery from recipients of funds if such a finding was made, the Receiver is not in a position to proceed with an investigation. Should any party wish to have an investigation conducted, the Receiver would require a deposit be made for the expected professional fees.

Security registrations as made against 102 Corp prior to the Receivership are still in effect, subject to any secured creditors that may have received payments from the Receivership Proceedings. Therefore, if the Receiver is ultimately able to recover any funds, the funds would be subject to the existing security registrations. The Receiver is not able to provide you with information as to which secured parties may hold the most senior ranking security on potentially recovered funds and advises that every party must conduct their own due diligence with respect to their secured position.

Any party that wishes to have the Receiver pursue the potential for recovery of diverted funds from 102 Corp and is willing to fund such an exercise is asked to notify the Receiver **by no later than November 11th, 2021.**




Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada LLP
20 Wellington St. E. Suite 500
Toronto ON M5E 1C5 Canada

Should you have any questions or require any further information then please contact the undersigned via e-mail, mlitwack@bdo.ca or via phone, (705) 797-3988.

BDO CANADA LIMITED

solely in its capacity as the Court-appointed
receiver of 10268054 Canada Corp.

Per: 

Michael Litwack JD, CIRP, LIT
Senior Manager

TAB I

**IN THE MATTER OF THE RECEIVERSHIP OF
10268054 CANADA CORP**

**RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
as at November 11, 2021**

RECEIPTS:	11-Nov-21	Future	Total
Sale of Assets en bloc	9,102,248.36		9,102,248.36
Extension Fees	400,000.00		400,000.00
Receiver's Borrowings	100,000.00		100,000.00
Future HST Refunds	-	41,394.27	41,394.27
Advance from Receiver	71.54		71.54
Total Receipts	\$ 9,602,319.90	\$ 41,394.27	\$9,643,714.17
DISBURSEMENTS:			
Payment to Secured Creditor	9,239,183.12		9,239,183.12
Receiver's Fees	145,232.54	30,869.50	176,102.04
Legal Fees	116,214.73	12,484.45	128,699.18
HST on Receiver's Fees	18,770.18	4,013.04	22,783.22
HST on Legal Fees	15,006.05	1,611.77	16,617.82
Insurance	9,676.80		9,676.80
Security	9,216.31		9,216.31
Advertising for Sale Process	4,955.00		4,955.00
HST on Disbursements	1,993.23		1,993.23
Repairs and Maintenance	315.00		315.00
Filing Fees	71.54		71.54
Bank Charges	34.00		34.00
Total Disbursements	\$ 9,560,668.50	\$ 48,978.76	\$9,609,647.26
RECEIPTS OVER DISBURSEMENTS	\$ 41,651.40	\$ (7,584.49)	\$ 34,066.91

Notes:

- [1] This schedule includes estimates for future professional fees of \$7,500, plus HST, for each of the Receiver and its counsel to finalize the receivership administration.

TAB J

Court File No. CV-20-00652174-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

10268054 Canada Corp.

Respondents

AFFIDAVIT OF JOSIE PARISI

I, JOSIE PARISI, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

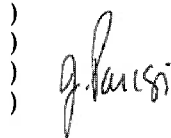
1. I am a Partner of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.
2. By Order of the Honourable Justice Dietrich, dated January 14, 2021 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") of 10268054 Canada Corp.
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.
4. The time shown in the detailed accounts attached as **Exhibit "A"** are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.

5. The Receiver requests that the Court approve its interim accounts for the period from 21 May 2021 to 11 November 2021 in the amount of \$43,875.08, inclusive of HST of \$5,047.58, for the services set out in **Exhibit "A"**.
6. Additionally, the Receiver requests that the Court approve its estimate of future fees to finalize the receivership administration of \$7,500, plus HST of \$975, for a total \$8,475.
7. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto,)
 in the Province of Ontario, this)
 11th day of November 2021.)



Commissioner for Taking Affidavits, etc



Josie Parisi, CPA, CA, CBV, CIRP, LIT

This is Exhibit "A" referred to in the affidavit of

Josie Parisi

Sworn before me this 11th day of November 2021



A COMMISSIONER FOR TAKING AFFIDAVITS



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

Strictly Private & Confidential

BDO Canada Limited
 Receiver of 10268054 Canada Corp.
 20 Wellington Street East, Suite 500
 Toronto, ON M5E 1C5

Date	Invoice
4 August 2021	CINV1325194

RE 10268054 CANADA CORP.

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 21 May 2021 to 31 July 2021 in connection with our Receivership Engagement of the above-noted, as described below.

Our Fee	\$ 15,458.00
HST - 13.00% (#R101518124)	<u>2,009.54</u>
TOTAL DUE	<u>\$ 17,467.54</u>

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	9.60	495.00	4,752.00
G. Cerrato, Partner	7.90	495.00	3,910.50
M. Litwack, Sr. Manager	13.20	465.00	6,138.00
T. Montesano, Administrator	1.00	200.00	200.00
Administrative Support	<u>3.05</u>	150.00	<u>457.50</u>
Total	<u>34.75</u>		<u>\$ 15,458.00</u>



Date	Professional	Description	Hrs.
21-May-21	Josie Parisi	Review notice of motion, provide comments and edits.	0.8
21-May-21	Michael Litwack	Drafting of the Second Court Report.	0.7
25-May-21	Josie Parisi	Correspondence with D. Michaud re NOM and request for discharge.	0.3
25-May-21	Michael Litwack	Drafting of Report.	0.6
26-May-21	Josie Parisi	Review security opinion.	0.6
26-May-21	Michael Litwack	Drafting of second report to court; Discussions with J. Parisi and G. Cerrato re Second Report; review of security opinion; emails re deposit agreement.	4.1
27-May-21	Gary Cerrato	Review of draft order and protocol; review of Report.	1.5
27-May-21	Josie Parisi	Provide comments on security opinion to counsel; review Draft Report, edit and provide comments.	1.6
27-May-21	Michael Litwack	Revisions to second report; emails re second report; call with D. Michaud; call with J. Parisi; email to R. Fairbloom; draft of notice to deposit holders.	2.9
28-May-21	Gary Cerrato	Updating report; discussion with J. Parisi re same.	2.5
28-May-21	Josie Parisi	Revise Second Report.	1.4
28-May-21	Michael Litwack	Preparation of R&D; emails with V. Flis.	0.5
30-May-21	Michael Litwack	Discussions with J. Parisi and G. Cerrato re Second Report; preparing and compiling appendices for Second Report.	1.5
31-May-21	Josie Parisi	Finalizing the Second Report.	0.8
31-May-21	Michael Litwack	Discussion re Second Report; Revisions to Second Report and appendices.	1.0
1-Jun-21	Michael Litwack	Emails re letters to unit purchasers; call with D. Michaud; revision to letter; direction re mailing of letter.	1.0
4-Jun-21	Josie Parisi	Prepare reserve from anticipated proceeds.	0.2
4-Jun-21	Michael Litwack	Emails re distribution holdback; cheque request for Construct Connect.	0.3
4-Jun-21	Tony Montesano	Prepare and process payment of invoice.	0.3



Date	Professional	Description	Hrs.
8-Jun-21	Gary Cerrato	Call with J. Parisi.	0.2
8-Jun-21	Gary Cerrato	Return calls from two parties interested in the property and advise of status of offer accepted.	0.3
8-Jun-21	Josie Parisi	Court attendance for AVO; call with D. Michaud; call with G. Cerrato.	0.9
8-Jun-21	Michael Litwack	Email re mailing to unit purchasers; search for Canada Post tracking information on registered mail letters.	0.2
9-Jun-21	Gary Cerrato	Review of orders.	0.2
9-Jun-21	Josie Parisi	Review issued orders; prepare supplemental report to Second Report.	0.8
10-Jun-21	Josie Parisi	Revise Second Report.	0.3
11-Jun-21	Tony Montesano	Prepare and process payment of invoice.	0.2
13-Jun-21	Michael Litwack	Emails re depositor claim.	0.2
15-Jun-21	Gary Cerrato	Review of supplementary motion record and report.	0.5
24-Jun-21	Gary Cerrato	Prepare S. 246 receiver's report.	0.7
25-Jun-21	Josie Parisi	Court appearance for interim distribution.	0.5
28-Jun-21	Josie Parisi	Review correspondence re final deposit.	0.2
14-Jul-21	Josie Parisi	Review correspondence related to Isaac's request to extend closing.	0.3
15-Jul-21	Josie Parisi	Correspondence with RA regarding mortgage estimate.	0.1
21-Jul-21	Josie Parisi	Review correspondence from D. Michaud re extension and provide comments.	0.1
22-Jul-21	Gary Cerrato	Call from Sean from Golden Falcon Homes re issues with sales closing; call to L. Kovac to update; call with J. Parisi and D. Michaud re update on extension; review of APS amendments;	2.0
22-Jul-21	Josie Parisi	Correspondence with R&A re property taxes and estimate closing mortgage balance; review amending agreement and provide comments; review second draft of amending agreement.	0.5



Date	Professional	Description	Hrs.
23-Jul-21	Josie Parisi	Review and sign extension agreement.	0.2
29-Jul-21	Michael Litwack	Correspondence re obtaining updated property tax statement.	0.2
29-Jul-21	Tony Montesano	Prepare deposit of Sale of Assets from Robins Appleby; prepare requisition for Receivers Fees.	0.5



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

Strictly Private & Confidential

BDO Canada Limited
 Receiver of 10268054 Canada Corp.
 20 Wellington Street East, Suite 500
 Toronto, ON M5E 1C5

Date	Invoice
November 10, 2021	CINV#004

RE 10268054 CANADA CORP. (Mandrake)

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from August 3, 2021 to November 11, 2021 in connection with our Receivership Engagement of the above-noted, as described below.

Our Fee	\$ 23,369.50
HST - 13.00% (#R101518124)	3,038.04
TOTAL DUE	\$ 26,407.54

Summary of Time Charges:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
J. Parisi, Partner	9.70	495.00	4,801.50
G. Cerrato, Partner	9.20	495.00	4,554.00
M. Litwack, Sr. Manager	26.10	465.00	12,136.50
T. Montesano, Administrator	3.80	200.00	760.00
Administrative Support	7.45	150.00	1,117.50
Total	56.25		\$ 23,369.50

Date	Professional	Description	Hrs.
2021-08-03	Michael Litwack	Correspondence with security company re fence removed; Calls with G Cerrato and J Parisi; Call to Supersave Fence Rentals; Call and left VM with A Coluccio (FCA Insurance).	0.9
2021-08-04	Michael Litwack	Call to fence rental company re new quote; Email to Supersave Fence Rentals.	0.2
2021-08-05	Michael Litwack	Emails with E Simpson (Town of Ajax) re bylaw enforcement for fence removal; Call with A Coluccio (FCA Insurance) re insurance; Prepared schedule of insurance charges and cheque requisition; Call and emails with counsel to Supersave Fence Rental; Call and emails with Action Fence Rental; Discussion with J Parisi.	1
2021-08-05	Josie Parisi	Correspondence with R. Tuzi and M. Litwack re fence at the property.	0.2
2021-08-05	Tony Montesano	Prepare wire letter to Centurion Mortgage; prepare requisition; send to J. Parisi and G. Cerrato for approval.	0.7
2021-08-05	Gary Cerrato	Review of correspondence re fence; follow up with M. Litwack re same;	0.4
2021-08-06	Michael Litwack	Calls and emails with Supersave Fence Rentals; Correspondence with J Parisi; Preparation of cheque request for wire transfer; Correspondence with Action Fence Rentals; Emails re wire transfer.	1.3
2021-08-09	Michael Litwack	Correspondence re fencing.	0.2
2021-08-10	Michael Litwack	Calls and emails re fencing.	0.5
2021-08-11	Michael Litwack	Emails re signage for fencing.	0.1
2021-08-24	Josie Parisi	Correspondence with R&A re status of closing.	0.2
2021-08-27	Josie Parisi	Correspondence with D. Michaud; prepare estimate of debt on closing.	0.3
2021-08-30	Josie Parisi	Review and sign closing documents; review various emails from R&A.	0.9
2021-08-31	Josie Parisi	Review various correspondence with the purchaser's counsel, review amending agreement and signed.	0.7

Date	Professional	Description	Hrs.
2021-09-01	Josie Parisi	Review additional changes to amending agreement, execute and return.	0.5
2021-09-08	Michael Litwack	Correspondence re fence rental.	0.2
2021-09-14	Josie Parisi	Correspondence with D. Michaud re closing. Review receiver's certificate and sign.	0.3
2021-09-15	Josie Parisi	Review various emails related to closing. Review amending agreement, sign and execute.	0.7
2021-09-17	Josie Parisi	Update estimated payment on closing.	0.3
2021-09-17	Michael Litwack	Emails re fence rental.	0.2
2021-09-21	Josie Parisi	Review documentation from Robins Appleby and process wire to Centurion.	0.5
2021-09-22	Josie Parisi	Correspondence with Centurion re wire, correspondence with Dom re closing funds, correspondence with M. Litwack re terminating fence, insurance and security. Review estimated funds available for distribution and discussions with D. Michaud re same.	0.8
2021-09-22	Michael Litwack	Correspondence re fence rental; Cancellation of insurance; Email to security team to cancel	0.5
2021-10-21	Gary Cerrato	Review of correspondence received; review of file re outstanding issues;	0.7
2021-10-29	Josie Parisi	Call with D. Michaud re November 19th hearing and court report. Discussion regarding contents of court report and amounts to be distributed.	0.7
2021-11-01	Gary Cerrato	Call with J. Parisi re final report and issues;	0.4
2021-11-02	Michael Litwack	Calls with G Cerrato; Call with D Michaud and G Cerrato; Draft of notice to PPSA parties re tracing investigation; Direction re mailing of notice; Review of transcript with I Olowolafe; Discussion re Third Report to Court.	4.1
2021-11-02	Gary Cerrato	Call with M. Litwack re preparation of final report; review of transcript from Olowolafe's examination; conference call	2.5

Date	Professional	Description	Hrs.
		with M. Litwack and D. Michaud to discuss final report;	
2021-11-03	Josie Parisi	Call with M Litwack to discuss court report.	0.3
2021-11-03	Michael Litwack	Direction re mailing; Email re Super Save Fence Rentals; Call with J Parisi; Emails re details for Third Report; Drafting of Third Report; Emails re extensions to closing.	3.6
2021-11-05	Gary Cerrato	Review of file re court orders and distribution approval; correspondence with M. Litwack re same;	0.5
2021-11-05	Michael Litwack	Emails re site update; Drafting of Third Report; Emails re Interim Distribution Order; Updating R&D.	2.5
2021-11-08	Michael Litwack	Drafting of Third Report; Discussions re payments to Centurion and Extension Fee Payments.	3.6
2021-11-09	Josie Parisi	Review Notice of Motion, review court report.	1.2
2021-11-09	Michael Litwack	Call w/ D Michaud re motion materials; Discussions w/ G Cerrato and J Parisi; Completion of draft of Third Report.	3.4
2021-11-10	Josie Parisi	Review the Receiver's Third Report. Correspondence with M. Litwack re Third Report.	1.4
2021-11-10	Gary Cerrato	Review and amend report; correspondence with M. Litwack;	2
2021-11-10	Michael Litwack	Discussion w/ G Cerrato re Third Report; Call w/ D Michaud; Revisions to Third Report; Emails w/ G Cerrato and J Parisi re Third Report	2.8
2021-11-11	Gary Cerrato	Review of draft order; further amendments to report; call with M. Litwack re accounting from the sale; call with J. Parisi to discuss report;	2.7
2021-11-11	Michael Litwack	Calls w/ G Cerrato; Revisions to R&D and Third Report;	1.0

TAB K

Court File No.: CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

AFFIDAVIT OF IRVING MARKS

I, **IRVING MARKS** of the City of Toronto, in the Province of Ontario **MAKE OATH AND SAY:**

1. I am a partner of the law firm of Robins Appleby LLP (“**Robins**”), the lawyers for BDO Canada Limited (the “**Receiver**”), as the Court-appointed receiver over 10268054 Canada Corp. (“**102 Corp.**”) and of all the assets, undertakings and properties of the Debtor, including the real property owned by 102 Corp. known municipally as 135 Mandrake Street, Ajax, Ontario (the “**Property**”) and, as such, have knowledge of the matters contained in this Affidavit.
2. Pursuant to the Order of Justice Dietrich dated January 14, 2021, the Receiver was appointed as the Receiver of the Property (the “**Receivership Order**”).
3. This affidavit is made in connection with the Receiver's motion for, *inter alia*, the approval of the fees and disbursements of Robins with respect to legal services rendered as independent counsel to the Receiver in connection with these receivership proceedings from May

11, 2021 up to November 11, 2021 (the "**Billing Period**"). Attached as **Exhibit "A"** is a record of the legal services rendered by Robins to the Receiver and disbursements incurred during this period (the "**Robins Invoices**"). To the best of my knowledge, the Robins Invoices provides a fair and accurate description of the activities undertaken and the services rendered by Robins during this period.

4. Attached as **Exhibit "B"** is a summary of the names, year of call, hourly rates, time expended by the lawyers and other professionals at Robins whose time is reflected in the dockets recorded in Exhibit "A".

5. During the Billing Period, the total fees billed by Robins were \$48,438.00 plus disbursement of \$982.22 and applicable taxes of \$6,358.19 for an aggregate amount of \$55,778.41.

6. I have reviewed the Robins Invoices and consider the time expended for legal fees charged to be fair and reasonable for the services performed. To the best of my knowledge, the rates charges by Robins are comparable to the rates charged for legal services of a similar nature and complexity by other medium sized firms in the Toronto market.

SWORN by videoconference by Irving Marks at the City of Toronto, in the Province of Ontario, before me on the 11th day of November, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


}
}

Commissioner for Taking Affidavits
(or as may be)

IRVING MARKS

JOSEPH JAMIL

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF **IRVING MARKS**
SWORN BEFORE ME
THIS 11TH DAY OF NOVEMBER, 2021


A Commissioner, Notary, Etc.

Joey Jamil



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: May 31, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 170377
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
11-May-21	Review and amend Asset Purchase Agreement;
12-May-21	Emails between Ladislav Kovac and Ron Fairbloom; emails with Josie Parisi and Gary Cerrato; amend Asset Purchase Agreement;
13-May-21	Emails between Ladislav Kovac and Ron Fairbloom;
14-May-21	Emails and telephone conferences between Ladislav Kovac and Ron Fairbloom; emails with Josie Parisi;
17-May-21	Telephone conference with Josie Parisi; amend Asset Purchase Agreement; emails between Ladislav Kovac and Ron Fairbloom;
28-May-21	Telephone conference between Dominique Michaud and Samantha Wu; telephone conference between Dominique Michaud and Ron Fairbloom; finalize motion materials; Conduct legal research and draft Factum for sale approval motion;
	Research the application of sections 7(1), 7(2) and 8(1) of the Construction Act in the context of receiverships;
31-May-21	Conduct legal research and draft Factum for sale approval motion; Teams conference between Dominique Michaud and Joey regarding Receiver's report; Review and revise Receiver's report;



Research application of Construction Act trust provisions in the context of bankruptcy and insolvency;

OUR FEE **\$4,710.00**

DISBURSEMENTS

** Indicates not subject to G.S.T./H.S.T.*

Digital Signature 3.40

Total Disbursements **\$3.40**

H.S.T. (13%)

on \$4,710.00 Fees 612.30

on \$3.40 Disbursements 0.44

Total H.S.T. **\$612.74**

TOTAL FEES, DISBURSEMENTS and G.S.T./H.S.T. **\$5,326.14**

Outstanding account dated: 31-Mar-21 | Ref. No. 169687 11,764.17

Outstanding account dated: 30-Apr-21 | Ref. No. 170107 19,829.13

Outstanding account dated: 27-May-21 | Ref. No. 170244 20,390.51

TOTAL OUTSTANDING **\$57,309.95**

ROBINS APPLEBY LLP

Per:

Dom Michaud

Dominique Michaud

E. & O.E.

/WL

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: June 30, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 170732
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
01-Jun-21	Draft Factum for sale approval motion; conduct legal research regarding sale approval motion; Engage file regarding sale approval motion; review case law regarding deemed trust provisions of the CLA; various emails and telephone conferences regarding deposit return protocol; telephone conference between Dominique Michaud and Thien Hoang regarding CLA trust provisions;
02-Jun-21	Research application of section 7, 8, and 9 trust provisions in the Construction Act; Draft Factum and conduct legal research for sale approval motion; review motion materials; Email to Court regarding sale approval motion; Telephone conference between Dominique Michaud and Russ Giannotta regarding sale of Mandrake Property;
03-Jun-21	Revise Factum for sale approval motion; Teams conference between Dominique Michaud and Joey Jamil regarding revisions; Review and revise sale approval Factum;
04-Jun-21	Review and revise Factum; review Construction Act research; various emails and telephone conferences regarding holdback from trust claim; Research cases involving application of section 7, 8 and 9 trusts under the Construction Act for developers that entered into receivership;



	Revise Factum for sale approval motion; Teams conference between Dominique Michaud and Joey Jamil regarding Factum revisions;	
07-Jun-21	Prepare for sale approval motion;	
08-Jun-21	Prepare for and attend sale approval motion; revise draft Orders and email revised Orders to Justice Dunphy; Attend sale approval motion and disclaiming agreements;	
09-Jun-21	Review Orders and Endorsement from sale approval motion; email correspondence regarding further hearing for approval of distribution;	
10-Jun-21	Review and revise Supplemental Report;	
11-Jun-21	Draft motion materials regarding distribution;	
	Review Court Orders; draft Notice of Return Motion; review Receiver's Supplementary Report;	
15-Jun-21	Draft Order regarding interim distribution; review and revise Further Supplementary Motion Record;	
24-Jun-21	Prepare for distribution motion; draft various default notices; email correspondence regarding payment of deposits;	
25-Jun-21	Prepare for motion for interim distribution; attend motion for interim distribution; email correspondence with Justice Dunphy regarding form of Order for Interim Distribution; engage file regarding confirmation of payment of third deposit;	
28-Jun-21	Email correspondence regarding payment of deposit;	
	OUR FEE	\$13,355.00
	DISBURSEMENTS	
	<i>* Indicates not subject to H.S.T.</i>	
	Notice of Motion/Motion Record	*320.00
	Bank Charges	70.00
	Printing	10.00
	Process Server	60.00
	Total Disbursements	\$460.00
	<u>H.S.T. (13%)</u>	
	on \$13,355.00 Fees	1,736.15
	on \$140.00 Disbursements	18.20



Total H.S.T.		\$1,754.35
TOTAL FEES, DISBURSEMENTS and H.S.T.		<u>\$15,569.35</u>
Outstanding account dated: 31-Mar-21	Ref. No. 169687	11,764.17
Outstanding account dated: 30-Apr-21	Ref. No. 170107	19,829.13
Outstanding account dated: 27-May-21	Ref. No. 170244	20,390.51
Outstanding account dated: 31-May-21	Ref. No. 170377	5,326.14
TOTAL OUTSTANDING		<u>\$72,879.30</u>
ROBINS APPLEBY LLP		
Per:		
<i>Dom Michaud</i>		
Dominique Michaud		
E. & O.E.		
/WL		

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: July 30, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 170944
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
05-Jul-21	Email correspondence regarding scope of Centurion mortgage;
06-Jul-21	Telephone conference with Ryan Buzzell regarding enforcement and mortgage terms;
13-Jul-21	Telephone conference between Dominique Michaud and Ryan Buzzell regarding revised sale agreement and payout proposal; email correspondence regarding extension request;
14-Jul-21	Email from Dominique Michaud to Ron Fairbloom regarding extension proposal; various telephone conferences regarding extension terms; email correspondence regarding mortgage shortfall estimate;
15-Jul-21	Email correspondence regarding estimate of Centurion shortfall;
19-Jul-21	Telephone conference between Dominique Michaud and Ryan Buzzell regarding extension request; telephone conference with Josie Parisi regarding extension terms; email from Dominique Michaud to Ron Fairbloom regarding extension; telephone conference between Dominique Michaud and Ladislav Kovac regarding tendering on closing; telephone conference between Dominique Michaud and Diversified Capital regarding status of closing; Review of purchase agreement; prepare real estate sale documents;
20-Jul-21	Various emails and telephone conferences regarding extension terms and treatment of deposit;
21-Jul-21	Telephone conference and email correspondence regarding terms of extension;



22-Jul-21 Various telephone conferences regarding extension of terms and release of deposit funds;

Email with purchaser's counsel regarding closing documents required; prepare letter to request tax certificate; complete closing documents; email with Josie Parisi regarding property tax statement;

Review draft documents for sale; emails between Ladislav Kovac and Ron Fairbloom with respect to extension and amending agreement;

23-Jul-21 Emails between Ladislav Kovac, Ron Fairbloom and Josie Parisi with respect to execution of amending agreement;

26-Jul-21 Engage file regarding establishment of reserve and paydown of Centurion loan;

27-Jul-21 Telephone conference between Dominique Michaud and Ryan Buzzell regarding reserve and loan repayment;

Engage file regarding wiring of funds to BDO;

OUR FEE

\$6,917.00

DISBURSEMENTS

** Indicates not subject to H.S.T.*

Bank Charges	*17.50
Computer Search - Teraview	*10.90
Miscellaneous (Non-Taxable)	*75.00
Computer Search - Teraview	29.95
Delivery	117.02
Total Disbursements	\$250.37

H.S.T. (13%)

on \$6,917.00 Fees 899.21

on \$146.97 Disbursements 19.11

Total H.S.T. **\$918.32**

TOTAL FEES, DISBURSEMENTS and H.S.T.

\$8,085.69

ROBINS APPLEBY LLP

Per:

Dom Michaud

Dominique Michaud

E. & O.E.

WL



Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

[robapp\6723810.1](#)



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: August 31, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 171204
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
17-Aug-21	Telephone conference and email regarding requested amendment to Centurion VTB mortgage;
19-Aug-21	Email reply to purchaser's lawyer re extension; receipt and review of tax certificate; telephone call from Kimberly Lexovsky to City of Toronto to obtain amount required to pay property tax arrears on closing; completion of statement of adjustments;
23-Aug-21	Email correspondence regarding closing;
24-Aug-21	Engage file regarding closing of transaction; respond to various emails regarding status of closing and payout amounts;
25-Aug-21	Review Vesting Order and Asset Purchase Agreement; telephone conference between Dominique Michaud and Alfred Apps regarding revision to Vesting Order;
26-Aug-21	Review Receiver's Certificate; Completion of documents for closing date;
27-Aug-21	Various telephone conferences regarding sale of property; Review Application for Vesting Order and Asset Purchase Agreement; email correspondence regarding amendment of Asset Purchase Agreement and Application for Vesting Order;
29-Aug-21	Various emails regarding extension of closing;



30-Aug-21 Engage file regarding closing of transaction, amendment of Agreement of Purchase and Sale and motion to amend Agreement of Purchase and Sale;

Emails from Alfred Apps with respect to closing matters and extension request;

Revisions to statement of adjustments, prepare charge documents for shortfall amount owing to Centurion; telephone conference between Kimberly Lexovsky and Frank Torchia of Miller Thomson; provide closing documents to Josie Parisi for execution and return; provide closing documents to purchaser's counsel for execution and return on closing; prepare closing cover letter;

31-Aug-21 Prepare extension agreement; emails with Alfred Apps and Josie Parisi;

Engage file regarding extension terms and revised closing agenda; telephone conference between Dominique Michaud and Ryan Buzzell regarding status of closing and potential alternative purchasers if sale is unsuccessful;

OUR FEE	\$6,084.50
<u>H.S.T. (13%)</u>	
on \$6,084.50 Fees	790.99
on \$0.00 Disbursements	0.00
Total H.S.T.	\$790.99
 TOTAL FEES, DISBURSEMENTS and H.S.T.	 <u>\$6,875.49</u>

ROBINS APPLEBY LLP

Per:

Dom Michaud

Dominique Michaud

E. & O.E.

/WL

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: September 30, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 171484
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
01-Sep-21	Engage file regarding completion of amending agreement; Emails between Ladislav Kovac and Alfred Apps with respect to changes to amending agreement; e-to Josie Parisi;
02-Sep-21	Email correspondence regarding motion to amend Application for Vesting Order;
07-Sep-21	Prepare for motion to amend Application for Vesting Order; attend motion to amend Application for Vesting Order; Review of revised application and adding the same to Land Registry Office document; confirm no change to Receiver Certificate; Email from Alfred Apps with respect to amended court order;
09-Sep-21	Telephone conference regarding sale extension agreement and deadline to close;
13-Sep-21	Email correspondence regarding closing;
14-Sep-21	Various telephone conferences and emails regarding termination of Agreement of Purchase and Sale; Prepare for closing including delivering of closing documents; email with Josie Parisi to obtain executed Receiver's Certificate; Emails between Ladislav Kovac and Alfred Apps with respect to extension request and package of purchase documents; prepare amending agreement; emails with Josie Parisi;



15-Sep-21	Engage file regarding losing of sales transaction; Prepare for closing; Emails between Dominique Michaud and Alfred Apps with respect to closing and outstanding matters, including document registration agreement and executed closing documents; prepare amendment to purchase agreement extending closing date; emails with Josie Parisi with respect to extension request;
16-Sep-21	Engage file regarding extension agreement and closing issues; telephone conference with Ryan Buzzell regarding payment of extension fee to Centurion;
17-Sep-21	Revise statement of adjustments; correspondence to complete closing; Engage file regarding various closing matters; Emails between Ladislav Kovac and Alfred Apps with respect to status of closing and outstanding matters; emails with Josie Parisi with respect to requested extension;
20-Sep-21	Various telephone conferences and emails regarding closing arrangements; Emails between Dominique Michaud and Alfred Apps with respect to status of closing funds and documents; email to Josie Parisi with respect to status of closing;
21-Sep-21	Complete closing; Engage file regarding closing delays; Emails between Dominique Michaud and Alfred Apps with respect to status of closing and outstanding matters; confirm receipt of closing documents, funds and authorize registration of vesting order; emails with Josie Parisi confirming successful closing;
22-Sep-21	Email correspondence and telephone conferences regarding repayment of Centurion mortgage; complete wire for repayment of mortgage; telephone conference with BDO regarding timing of discharge motion; email correspondence regarding discharge motion; email correspondence regarding discharge of further executions;

OUR FEE

\$8,919.50



<u>H.S.T. (13%)</u>	
on \$8,919.50 Fees	1,159.54
on \$0.00 Disbursements	0.00
Total H.S.T.	\$1,159.54
TOTAL FEES, DISBURSEMENTS and H.S.T.	<u>\$10,079.04</u>
Less: Received from trust	<u>355.24</u>
BALANCE OWING	<u>\$9,723.80</u>
ROBINS APPLEBY LLP	
Per:	
<i>Dom Michaud</i>	
Dominique Michaud	
E. & O.E.	
AWL	

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: October 29, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 171792
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.	
FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:	
04-Oct-21	Email correspondence regarding potential claim against Isaac Olowolafe and impact on receivership;
08-Oct-21	Email from Dominique Michaud to Greg Azeff;
13-Oct-21	Email correspondence regarding statutory declaration for disclaimer of purchase agreements; engage file regarding further distributions to subsequent encumbrancers; Emails from Alfred Apps; email to Josie Parisi with order disclaiming purchase agreements;
15-Oct-21	Engage file regarding statutory declaration and security opinion and status of the Westmount mortgage;
20-Oct-21	Email correspondence regarding Westmount position of mortgage;
22-Oct-21	Email correspondence with Alfred Apps regarding status of Westmount mortgage;
25-Oct-21	Email from Dominique Michaud to Alfred Apps and telephone conference between Dominique Michaud and Diversified Capital regarding status of the mortgage;
27-Oct-21	Email correspondence between Dominique Michaud and Alfred Apps;
28-Oct-21	Engage file regarding security opinion for Westmount;



29-Oct-21	Conduct title search; Review security documents and email analysis from Dominique Michaud to Ladislav Kovac regarding Westmount mortgage; draft discharge motion materials;	
	OUR FEE	\$3,733.00
	DISBURSEMENTS	
	<i>* Indicates not subject to H.S.T.</i>	
	Computer Search - Teraview	*1.50
	Computer Search - Teraview	1.50
	Total Disbursements	\$3.00
	<u>H.S.T. (13%)</u>	
	on \$3,733.00 Fees	485.29
	on \$1.50 Disbursements	0.20
	Total H.S.T.	\$485.49
	TOTAL FEES, DISBURSEMENTS and H.S.T.	<u>\$4,221.49</u>
	ROBINS APPLEBY LLP	
	Per:	
	<i>Dom Michaud</i>	
	Dominique Michaud	
	E. & O.E.	
	WL	

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.



BDO Canada Limited
500-20 Wellington Street East
Toronto, ON M5E 1C5

DATE: November 11, 2021
CLIENT No.: 7796
FILE No.: 2100048
INVOICE No.: 171928
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 10268054 Canada Corp.		
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:	
02-Nov-21	Telephone conference with BDO regarding security opinion and protocol to deal with other funds that could be caught by the GSA; review security opinion and meeting between Dominique Michaud and Ladislav Kovac to discuss assumptions and conclusions on enforceability of security; telephone call from Dominique Michaud to Diversified regarding quantum of indebtedness; reporting email to client regarding security opinion;	
	Prepare security opinion; review title to the Property and documentation provided by Westmount Guarantee Services Inc.;	
04-Nov-21	Telephone conference between Dominique Michaud and Ladislav Kovac regarding revisions to security opinion;	
08-Nov-21	Email from Dominique Michaud to Alfred Apps regarding status of receivership;	
09-Nov-21	Draft motion materials regarding distribution and discharge motion; various telephone conferences with BDO regarding draft report;	
10-Nov-21	Review and revise motion to discharge materials;	
11-Nov-21	Amend and issue security opinion;	
	OUR FEE	\$4,719.00
	DISBURSEMENTS	
	<i>* Indicates not subject to H.S.T.</i>	
	Computer Search - Teraview	*86.20
	Long Distance Charges	6.65
	Computer Search - Teraview	72.30
	Official Examiner	100.00



Photocopies	0.30
Total Disbursements	\$265.45
<u>H.S.T. (13%)</u>	
on \$4,719.00 Fees	613.47
on \$179.25 Disbursements	23.30
Total H.S.T.	\$636.77
TOTAL FEES, DISBURSEMENTS and H.S.T.	<u>\$5,621.22</u>
Outstanding account dated: 29-Oct-21 Ref. No. 171792	4,221.49
TOTAL OUTSTANDING	<u>\$9,842.71</u>
ROBINS APPLEBY LLP	
Per:	
<i>Dom Michaud</i>	
Dominique Michaud	
E. & O.E.	
/WL	

Online bill payment is now available through most major banks. Please use the "Client No." located on this invoice as your online bill payment Account No., save "Robins Appleby LLP" as a "Payee" and proceed to "Pay Bills". If you require assistance, please call our office at 416-868-1080 and a member of the Robins Appleby accounting team would be pleased to help.

Account Due When Rendered. In accordance with section 33 of the *Solicitors Act*, interest will be charged at the rate of **3.00%** per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF **IRVING MARKS**
SWORN BEFORE ME
THIS 11TH DAY OF NOVEMBER, 2021

Joey Jamil
A Commissioner, Notary, Etc.

Joey Jamil

**Fees and Disbursement Summary of Robins Appleby LLP for the period from May 11, 2021 up to
November 11, 2021**

NAME	YEAR OF CALL	HOURLY RATE	TOTAL HOURS	TOTAL FEES BILLS
Dominique Michaud	2009	\$600.00	54.3	\$32,580.00
Ladislav Kovac	2014	\$455.00	15.6	\$7,098.00
Joseph Jamil	2018	\$310.00	13.2	\$4,092.00
Kimberly Lexovsky	Law Clerk	\$300.00	10.2	\$3,060.00
Kystra Ryan	Law Clerk	\$200.00	0.2	\$40.00
Thien Hoang	Summer Law Student	\$160.00	9.8	\$1,568.00
SUBTOTAL FEES:				\$48,438.00
H.S.T. @13%				\$6,296.94
TOTAL FEES:				<u>\$54,734.94</u>

Disbursements	\$982.22
H.S.T. @13%	\$61.25
TOTAL DISBURSEMENTS:	<u>\$1,043.47</u>
TOTAL FEES, DISBURSEMENTS & H.ST.	<u>\$55,778.41</u>

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

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

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF IRVING MARKS

ROBINS APPLEBY LLP

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

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

TAB L

Court File No.: CV-20-00652174-00CL

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

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

AFFIDAVIT OF DANIEL BANK

I, **DANIEL BANK** of the City of Toronto, in the Province of Ontario **MAKE OATH
AND SAY:**

1. I am a partner of the law firm of Rose, Persiko, Rakowsky, Melvin LLP (“**Rose Persiko**”), the lawyers for BDO Canada Limited (the “**Receiver**”), as the Court-appointed receiver over 10268054 Canada Corp. (“**102 Corp.**”) and of all the assets, undertakings and properties of the Debtor, including the real property owned by 102 Corp. known municipally as 135 Mandrake Street, Ajax, Ontario (the “**Property**”) and, as such, have knowledge of the matters contained in this Affidavit.

2. Pursuant to the Order of Justice Dietrich dated January 14, 2021, the Receiver was appointed as the Receiver of the Property (the “**Receivership Order**”).

3. This affidavit is made in connection with the Receiver's motion for, *inter alia*, the approval of the fees and disbursements of Rose Persiko with respect to legal services rendered as

independent counsel to the Receiver in connection with these receivership proceedings. Attached as **Exhibit "A"** is a record of the legal services rendered by Rose Persiko to the Receiver and disbursements incurred during this period (the "**Rose Persiko Invoice**"). The fees billed by Rose Persiko in this receivership relate to the independent security opinion provided to the Receiver in respect of the mortgage security of Centurion Mortgage Capital Corporation. To the best of my knowledge, the Rose Persiko Invoice provides a fair and accurate description of the activities undertaken and the services rendered by Rose Persiko during this period.

4. During the receivership, the total fees billed by Rose Persiko were \$6,500.00 plus disbursement of \$444.62 and applicable taxes of \$902.80 for an aggregate amount of \$7,847.42.

5. I have reviewed the Rose Persiko Invoice and consider the time expended for legal fees charged to be fair and reasonable for the services performed. To the best of my knowledge, the rates charges by Rose Persiko are comparable to the rates charged for legal services of a similar nature and complexity by other boutique law firm’s specializing in real estate and commercial law in the Toronto market.

SWORN by videoconference by Daniel Bank at the City of Toronto, in the Province of Ontario, before me on the 12th day of November, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

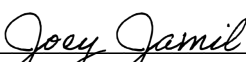


DocuSigned by:
Joey Jamil
B3F39200A51D40F...
Commissioner for Taking Affidavits
(or as may be)

JOEY JAMIL

DocuSigned by:
Daniel Bank
D390F4AD19094B9...
DANIEL BANK

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF **DANIEL BANK**
SWORN BEFORE ME
THIS 12TH DAY OF NOVEMBER, 2021



A Commissioner, Notary, Etc.

Joey Jamil

Rose, Persiko, Rakowsky, Melvin LLP
 390 Bay Street, Suite 600
 Toronto, Ontario
 M5H 2Y2

June 4, 2021

Attn: Josie Parisi
BDO Canada
 20 Wellington Street East, Suite 500
 Toronto, Ontario
 M53 1CS

File No: 20210255
 Invoice No: 16659
 HST: 890323512 RT

RE: Opinion - BDO Canada Limited re Centurion Mortgage Capital Corporation m/t 10268054 Canada Corp.
 Re: 184-188 Salem Road, Ajax, Ontario (formerly known as 135 Mandrake Street, Ajax, Ontario)

TO ALL PROFESSIONAL SERVICES RENDERED, INCLUDING:

For receipt of instructions from client in connection with the above-noted matter; For completing due diligence as required and reviewing ancillary registrations and loan documents; For providing our opinion in support thereof; For all other matters related to the foregoing not specifically enumerated herein.

Total Fee	\$6,500.00
HST (13%) on Total Fee	\$845.00


TAXABLE DISBURSEMENTS

Bankruptcy Search	36.00	
Execution Searches	116.88	
Litigation Search	162.65	
PPSA Search	92.04	
Title search/subsearch	37.05	
Total Taxable Disbursements		\$444.62
HST (13%) on Total Taxable Disbursements		\$57.80

TOTAL FEE, DISBURSEMENTS AND HST	\$7,847.42
---	-------------------

TOTAL AMOUNT NOW DUE	\$7,847.42
-----------------------------	-------------------

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP

Per: 
 Daniel Bank

E. & O.E.

Accounts are due when rendered. Pursuant to the Solicitors Act (Ontario), interest at the prescribed rate may be charged on any unpaid balance of this account from one month after the date rendered until paid.

Rose, Persiko, Rakowsky, Melvin LLP

390 Bay Street, Suite 600

Toronto, Ontario

M5H 2Y2

With respect to remittance, you can send a wire transfer (instructions attached) or pay by cheque made out to *Rose, Persiko, Rakowsky, Melvin LLP*.

Alternatively, if payment by credit card would be more convenient, please feel free to reach our office at (647) 850 7870.

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP

WIRE TRANSFER INSTRUCTIONS

The following are details for a wire transfer of funds to our trust account:

BANK: Canadian Imperial Bank of Commerce
One Queen Street East
Toronto, Ontario M5C 2W5

Customer Service Representatives,
Frances Xiao @ 416-980-8412

ACCOUNT NAME: Rose, Persiko, Rakowsky, Melvin LLP, Trust Account

ADDRESS: 390 Bay St., Suite 600, Toronto, ON M5H 2Y2

TRANSIT NO.: 00902-010

ACCOUNT NO.: 77-21110

Swift Code CIBCCATT

Once the wire transfer has been initiated, please so advise by email to dbank@rprlaw.com
and mzia@rprlaw.com

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DANIEL BANK

ROBINS APPLEBY LLP

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

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

TAB M



File No.: 2100048

November 11, 2021

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M53 1C5

Attention: Josie Parisi

Dear Josie:

Re: 10268054 CANADA CORP. (the "**Debtor**")
135 Mandrake Street, Ajax, Ontario, legally described as Block 91 on Plan 40M1378,
save and except Parts 1 and 2 on Plan 40R21864 (the "**Property**") and
BDO Canada Limited as Court appointed Receiver (the "**Receiver**")

You requested that we review and provide you with our opinion as to the validity and enforceability of certain charges and the perfection of certain security interests granted by the Debtor as follows:

1. the second priority Charge/Mortgage charging the Property, in favour of Westmount Guarantee Services Inc. registered as Instrument Number DR1762723 in the Land Registry Office at Durham (No. 40) (the "**LRO**") on December 21, 2018 (the "**Westmount Second Mortgage**"); and
2. the third priority Charge/Mortgage charging the property in favour of Diversified Capital Inc. registered as Instrument Number DR1801027 in the LRO on August 22, 2019 (the "**Diversified Third Mortgage**").

The Westmount Second Mortgage and the Diversified Third Mortgage are collectively referred to as the "**Security**".

In forming the opinions expressed below, we have examined the following:

1. a copy of the title abstract for the Property was obtained from the LRO on July 19, 2021;
2. search of Writs of Execution against the Debtor dated November 2, 2021; and
3. other loan documentation as we deemed appropriate to give this opinion.

- 2 -

In expressing our opinions, we have therefore assumed, without further independent verification by us:

- (a) the genuineness of all signatures authorizing the registration of, and the authenticity and completeness of the Security;
- (b) the completeness, truth, accuracy and currency of the indices and filing systems maintained by the public offices and registries where we have searched or enquired or have caused searches or enquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein;
- (c) the indebtedness, liabilities and obligations of the Debtor secured by the Security were, at all times, legal, valid, binding and enforceable obligations of the Debtor;
- (d) the Debtor was, at the time of authorization, execution and delivery of the Security, and is validly constituted and existing under the laws of Ontario, had the corporate power and authority to execute, deliver and perform its obligations under the Security, has taken all necessary corporate action to authorize the execution, delivery and the performance of its obligations under the Security and has duly executed and delivered each of the Security;
- (e) the Security has been unconditionally delivered by the Debtor to Centurion;
- (f) prior to the vesting of the Property pursuant to the registration of Instrument No. DR2052728 (the "**Vesting Order**"), the Security had not been assigned, released, discharged or otherwise impaired, either in whole or in part, save and except for the transfer of the Diversified Third Mortgage from 5023018 Ontario Inc., Emilio Saccucci and Concetta Saccucci to Diversified Capital Inc. by Instrument No. DR1905821;
- (g) the Debtor is and was indebted to the holders of the Security and received adequate consideration for the grant of the Security;
- (h) there are no agreements, judgments, rulings, instruments, facts or understandings affecting or concerning either of the Security or the principal obligations with respect to which each security has been granted, or statutory or regulatory prohibitions on the execution and delivery of any of the Security or the security interests granted thereunder by the Debtor which were not apparent from a review of each security and which would or might affect the validity or enforceability thereof;
- (i) the holders of the Security did not know and did not have any reason to believe at the time of the creation of the charges and security interests in the collateral described in the Security that the Debtor was in contravention of any agreement by which the Debtor or its property or assets were bound, if there were such a contravention;

- 3 -

- (j) that the execution, delivery and performance of obligations under each of the Security did and do not constitute a preference, fraudulent, preference, conveyance, fraudulent conveyance, settlement or reviewable transaction under the relevant provisions of the *Bankruptcy and Insolvency Act*, (Canada) (“**BIA**”) and *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation;
- (k) the completeness truth accuracy and currency of any mortgage statement upon which you are relying, provided to you by holders of the Security;
- (l) that a final report was obtained at the operative time from a law firm in good standing authorized to practice in the Province of Ontario indicating that each of the Security were valid and enforceable in accordance with their terms;
- (m) there are no unregistered agreements affecting the priority of the Security;
- (n) that all realty tax arrears pertaining to the Property, if any, existing at the time of the registration of the Vesting Order, have been repaid in full.

Based and relying upon the foregoing and subject to the qualifications, exceptions and limitations herein expressed, we are of the opinion that:

1. immediately prior to the registration of the Vesting Order, under the laws of the Province of Ontario, the Westmount Second Mortgage constituted a second priority financial charge against title to the Property, subject only to the prior financial charge granted in favour of Centurion Mortgage Capital Corporation registered as Instrument No. DR1762699 (the “**Centurion First Mortgage**”);
2. immediately prior to the registration of the Vesting Order, under the laws of the Province of Ontario, the Diversified Third Mortgage constituted a third priority financial charge against title to the Property, subject only to the Centurion First Mortgage and the Westmount Second Mortgage;
3. the Security constitute legal, valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms;
4. the Security each create valid security interest against the Property under the laws of the Province of Ontario; and
5. registration of the Security has been made in all public offices in Ontario where such registration is necessary as provided under the laws of the Province of Ontario and to perfect in Ontario the security interests created by the Security.

Executions

We searched executions against the Debtor filed with the Sheriff of the Regional Municipality of Durham and found no registrations in that regard. We have assumed that such search was clear at the time of the registration of and advances pursuant to the Security.

The opinions set forth herein are also subject to the following qualifications and limitations:

1. The enforceability of the Security and the rights and remedies set out therein or any judgment arising out of or in connection therewith may be limited by applicable bankruptcy, insolvency, winding up, reorganization, arrangement, moratorium or other laws affecting creditors' rights generally.
2. The enforceability of any of the Security and the rights and remedies set out therein may be limited by general principles of equity including and without limitation:
 - (a) the enforceability of each of the Security is subject to the discretion of a court of competent jurisdiction to impose restrictions on the rights of creditors to enforce immediate payment of amounts to be payable on demand;
 - (b) the Lender will be required to give a reasonable time to the Debtor to meet any demand for payment of its obligations before enforcing security granted to the Lender;
 - (c) the ability to recover or claim for certain costs or expenses may be subject to judicial discretion; and
 - (d) the enforceability of the Security is subject to the powers of the court of competent jurisdiction to grant relief from forfeiture, to stay proceedings before it and to stay executions on judgment.
3. A receiver or a receiver and a manager appointed pursuant to the provisions of any of the Security may, for certain purposes, be treated by a court as being the agent of the secured party and not solely the agent of a debtor (and the secured party may not be deemed to be acting as the agent and attorney of the debtor in making such appointment), notwithstanding any agreement to the contrary.
4. We express no opinion as to the right, title or interest of the Debtor in or to any of the assets, undertakings and properties of the Debtor.
5. We express no opinion on whether any secured party may have a perfected purchase money security interest which may exist in respect of any of the assets, undertakings and properties of the Debtor.
6. We express no opinion as to whether a security interest was created in the following property:
 - (a) property consisting of a receivable, license, approval, privilege, franchise, permit, lease or agreement to the extent that the terms of such property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given;
 - (b) permits, quotas or licenses which are held by or issued to the Debtor;

- 5 -

- (c) federal crown debts; and
 - (d) any real property or interest therein.
7. We have made no searches under applicable statutes, including the *Copyright Act* (Canada), the *Patent Act* (Canada) and the *Trade-marks Act* (Canada), to confirm that Centurion has made registrations that may be necessary to perfect its security interests, if any, in intellectual property.
8. We express no opinion as to the application of the *Securities Act* (Ontario).
9. We are solicitors qualified to carry on the practice of law in the province of Ontario and are not qualified to express any opinion as to the laws or any matter governed by the laws of any jurisdiction other than the province of Ontario and the laws of Canada applicable therein.

The opinions expressed herein are provided solely for the benefit of the party to whom it was delivered and may not be relied or used by any other person for any reason whatsoever.

Yours very truly,

ROBINS APPLEBY LLP

Per:



LK

ON READING the Motion Record of the Receiver and the Third Report, the Affidavit of Irving Marks sworn November 12, 2021 (the "**Robins Fee Affidavit**"), the Affidavit of Daniel Bank sworn November 12, 2021 (the "**Rose Persiko Fee Affidavit**"), the Affidavit of Josie Parisi sworn November 12, 2021 (the "**BDO One Fee Affidavit**") and on hearing the submissions of counsel for the Receiver, and any such other counsel or individual as were present, no one appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Wendy Lee sworn November 12, 2021, filed.

Service

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

Approval of Activities

2. **THIS COURT ORDERS** that the activities of the Receiver as described in the Third Report, including the decision and recommendation not to conduct a further investigation into the financial affairs of 102co, are hereby approved.

Distributions

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to make distributions in accordance with paragraphs 48 to 54 of the Third Repo

Approval of Receiver's Fees And Expenses

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel as described in the Third Report, the BDO Fee Affidavit and the Robins Fee Affidavit are hereby approved.

Discharge And Release Of The Receiver

5. **THIS COURT ORDERS** that upon completion of the outstanding matters as set out in paragraph 55 of the Third Report and upon filing a certificate of completion certifying that it has completed the other activities described in the Third Report in form attached as **Schedule "A"** hereto (the "**Certificate of Completion**"), the Receiver shall be discharged as receiver of the undertaking, property and assets of 102co, provided however that notwithstanding its discharge herein (a) the Receiver shall remain receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as the Receiver.

6. **THIS COURT ORDERS** that the Receiver shall have no other obligations or duties other than to complete the outstanding matters as set out in paragraph 55 of the Third Report from the date of this Order until the filing of the Certificate of Completion.

7. **THIS COURT ORDERS** that the Receiver is hereby released and discharged from any and all liabilities that it had incurred pursuant to any and all Receiver Certificates issued for the funding of the Receivership.

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

**SCHEDULE A
FORM OF RECEIVER'S CERTIFICATE**

Court File No.: CV-20-00652174-00CL

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

**10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE**

Defendants

CERTIFICATE OF COMPLETION

RECITALS

A. Pursuant to the terms of the Order of Justice Dietrich dated January 14, 2021 (the "**Receivership Order**"), BDO was appointed as Receiver over the assets, undertakings and properties of 102co pursuant to section 243 of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**").

B. Pursuant to an Order of Justice Conway dated November 19, 2021 (the "**Discharge Order**"), the Court, *inter alia*, authorized and directed the Receiver to carry out certain final outstanding matters (the "**Outstanding Matters**") that were outlined in the Third Report, and further provided that upon the Receiver filing a Certificate of Completion with this Court certifying that the Outstanding Matters completed, the Receiver shall thereby be immediately discharged and the Receiver and all of its directors, officers, partners, employees, agents, attorneys and counsel released from any and all claims in respect of all acts or omissions of any such parties in the performance or intended performance of the Receiver's mandate or any activity related thereto.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Receiver has completed all of the Outstanding Matters in accordance with the terms of the Third Report and the Discharge Order, such that the discharge and release of the Receiver should now be effective.

DATED at Toronto, Ontario this day of _____, 2021.

**BDO Canada Limited, in its capacity as
Receiver of the undertaking, property and
assets of 10268054 Canada Corp., not in its
personal capacity**

Per: _____

Name: Josie Parisi

Title: Senior Vice -President

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Distribution and Discharge of Receiver)**

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Receiver, BDO Canada Limited

Revised: May 11, 2010

Court File No. ~~_____~~; CV-20-00652174-00CL

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

THE HONOURABLE _____)	WEEKDAY <u>FRIDAY</u> , THE #
JUSTICE _____ <u>MADAM</u>)	DAY OF MONTH, 20YR <u>19th</u>
)	
<u>JUSTICE CONWAY</u>)	<u>DAY OF NOVEMBER, 2021</u>

BETWEEN:

~~BETWEEN:-~~

~~PLAINTIFF~~

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

~~-and-~~

~~DEFENDANT~~

~~Defendant~~

~~DISCHARGE~~

10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE

Defendants

**ORDER
(Distribution and Discharge of Receiver)**

THIS MOTION, made by ~~[RECEIVER'S NAME]~~BDO Canada Limited ("BDO"), in its capacity as the Court-appointed receiver and manager (the "Receiver") of ~~the undertaking, property and assets of [DEBTOR]~~ (the "Debtor"10268054 Canada Corp. ("102co")); for ~~an order:-~~

DOCSTOR: 1201925\8
robapp\6870302.3

~~1. approving the activities of the Receiver as set out in the report of the Receiver dated [DATE] (the "Report");~~

~~2. approving the fees and disbursements of the Receiver and its counsel;~~ relief set out in the Notice of Return of Motion dated November 12, 2021, including the approval of the proposed distributions set out in the Third Report of the Receiver dated November 12, 2021 (the "Third Report") and authorizing the termination of the 102co receivership proceedings and the discharge and release of the Receiver upon the Receiver filing a Certificate of Completion with the Court was heard this day by videoconference as a result of the Covid-19 pandemic.

~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor;~~
~~{and}~~

~~4. discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor; and~~

~~5. releasing [RECEIVER'S NAME] from any and all liability, as set out in paragraph 5 of this Order~~¹;

~~was heard this day at 330 University Avenue, Toronto, Ontario.~~

¹~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

ON READING the ~~Report, the affidavits~~Motion Record of the Receiver and ~~its counsel as to fees~~the Third Report, the Affidavit of Irving Marks sworn November 12, 2021 (the "Robins Fee Affidavits"),Affidavit"), the Affidavit of Daniel Bank sworn November 12, 2021 (the "Rose Persiko Fee Affidavit"), the Affidavit of Josie Parisi sworn November 12, 2021 (the "BDO One Fee Affidavit") and on hearing the submissions of counsel for the Receiver, and any such other counsel or individual as were present, no one ~~else~~-appearing for any other person on the service list, although properly served as evidenced by the Affidavit of ~~[NAME]~~Wendy Lee sworn ~~[DATE]~~November 12, 2021, filed²~~;~~.

Service

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

Approval of Activities

2. ~~1.~~ THIS COURT ORDERS that the activities of the Receiver, as ~~set out~~described in the Third Report, including the decision and recommendation not to conduct a further investigation into the financial affairs of 102co, are hereby approved.

Distributions

3. THIS COURT ORDERS that the Receiver is hereby authorized to make distributions in accordance with paragraphs 48 to 54 of the Third Report.

²~~This model order assumes that the time for service does not need to be abridged.~~

Approval of Receiver's Fees And Expenses

4. ~~2.~~ **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel; as ~~set out~~ described in the Third Report ~~and~~, the BDO Fee Affidavits, Affidavit and the Robins Fee Affidavit are hereby approved.

~~3. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY]³.~~

Discharge And Release Of The Receiver

5. ~~4.~~ **THIS COURT ORDERS** that upon ~~payment of the amounts~~ completion of the outstanding matters as set out in paragraph ~~3 hereof [and upon the Receiver~~ 55 of the Third Report and upon filing a certificate of completion certifying that it has completed the other activities described in the Third Report ~~] in form attached as Schedule "A" hereto (the "Certificate of Completion")~~, the Receiver shall be discharged as ~~Receiver~~ receiver of the undertaking, property and assets of ~~the Debtor~~ 102co, provided however that notwithstanding its discharge herein (a) the Receiver shall remain ~~Receiver~~ receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all ~~Orders~~ orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~ BDO in its capacity as the Receiver.

6. **THIS COURT ORDERS** that the Receiver shall have no other obligations or duties other than to complete the outstanding matters as set out in paragraph 55 of the Third Report from the date of this Order until the filing of the Certificate of Completion.

³~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

7. THIS COURT ORDERS that the Receiver is hereby released and discharged from any and all liabilities that it had incurred pursuant to any and all Receiver Certificates issued for the funding of the Receivership.

8. ~~5. THIS COURT ORDERS AND DECLARES~~ that ~~{RECEIVER'S NAME}~~BDO is hereby released and discharged from any and all liability that ~~{RECEIVER'S NAME}~~it now has or may hereafter have by reason of, or in any way arising out of, the acts ~~or~~of omissions of ~~{RECEIVER'S NAME}~~BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the ~~foregoing~~forgoing, ~~{RECEIVER'S NAME}~~BDO is hereby forever released and discharged from any and all liability relating to the matters ~~that were~~ raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.⁴

==

⁴~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

SCHEDULE A
FORM OF RECEIVER'S CERTIFICATE

Court File No.: CV-20-00652174-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Plaintiff

and

10268054 CANADA CORP., DREAM MAKER DEVELOPMENTS INC. AND
TEMITOPE OLOWOLAFE a.k.a. ISAAC OLOWOLAFE

Defendants

CERTIFICATE OF COMPLETION

RECITALS

A. Pursuant to the terms of the Order of Justice Dietrich dated January 14, 2021 (the "Receivership Order"), BDO was appointed as Receiver over the assets, undertakings and properties of 102co pursuant to section 243 of the Bankruptcy and Insolvency Act ("BIA") and section 101 of the Courts of Justice Act ("CJA").

B. Pursuant to an Order of Justice Conway dated November 19, 2021 (the "Discharge Order"), the Court, *inter alia*, authorized and directed the Receiver to carry out certain final outstanding matters (the "Outstanding Matters") that were outlined in the Third Report, and further provided that upon the Receiver filing a Certificate of Completion with this Court certifying that the Outstanding Matters completed, the Receiver shall thereby be immediately discharged and the Receiver and all of its directors, officers, partners, employees, agents, attorneys and counsel released from any and all claims in respect of all acts or omissions of any such parties in the performance or intended performance of the Receiver's mandate or any activity related thereto.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Receiver has completed all of the Outstanding Matters in accordance with the terms of the Third Report and the Discharge Order, such that the discharge and release of the Receiver should now be effective.

DATED at Toronto, Ontario this day of _____, 2021.

BDO Canada Limited, in its capacity as Receiver of the undertaking, property and assets of 10268054 Canada Corp., not in its personal capacity

Per:

Name: Josie Parisi

Title: Senior Vice -President

CENTURION MORTGAGE - and- 10268054 CANADA CORP. ET AL
CAPITAL CORPORATION

Plaintiff

Defendants

Court FileNo.:CV-20-006521714-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Distribution and Discharge of Receiver)

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

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

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

Lawyers for the Receiver, BDO Canada Limited

robapp\6870302.2

robapp\6870302.3

Document comparison by Workshare 10.0 on Friday, November 12, 2021 3:04:02 PM

Input:	
Document 1 ID	iManage://ROBAPP-WSS/Active/6873778/1
Description	#6873778v1<Active> - Template - receivership-discharge-order-EN
Document 2 ID	iManage://ROBAPP-WSS/Active/6870302/3
Description	#6870302v3<Active> - Draft Order -Distribution and Discharge
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	126
Deletions	104
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	230

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

10268054 CANADA CORP. ET AL

Plaintiff

Defendants

Court File No.: CV-20-00652174-00CL

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE RECEIVER,
BDO CANADA LIMITED**

ROBINS APPLEBY LLP

Barristers+ Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Dominique Michaud LSO No.: 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joseph Jamil LSO No.: 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783
Fax: (416) 868-0306

Lawyers for the Receiver, BDO Canada Limited