

Court File No. CV-00643617-00CL

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

1001 BROADVIEW AVENUE INC.

Respondents

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

FOURTH REPORT TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE PROPERTY MUNICIPALLY KNOWN AS 995-1001, 1003 & 1005 BROADVIEW AVENUE, TORONTO, ONTARIO AND 2 & 4 MORTIMER AVENUE, TORONTO, ONTARIO

May 4, 2021

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INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Justice Gilmore of the Ontario Superior Court of Justice (the “**Court**”) dated July 21, 2020 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver (in such capacity, the “**Receiver**”) over the real property owned by 1001 Broadview Avenue Inc. (the “**Debtor**” or “**1001 Broadview**”). The real property consists of land located at 995, 997, 999, 1001, 1003 and 1005 Broadview Avenue along with 2 and 4 Mortimer Avenue, Toronto, Ontario (collectively the “**Property**”). The Receivership Order was made following a motion brought by Centurion Mortgage Capital Corporation (“**Centurion**”) in the proceeding bearing Court File No. CV-00643617-00CL.
2. Pursuant to the Receivership Order, the Receiver was authorized and directed to market and sell the Property in accordance with the approved sales process including advertising and soliciting offers for the Property and negotiating terms and conditions of sale. The approved sales process was detailed in the Pre-Filing Report of the Receiver dated July 10, 2020.
3. The Receivership Order empowered and authorized, but did not obligate the Receiver to, among other things:
 - (a) take possession and control of the Property and any and all proceeds and receipts and disbursements arising out of or from the Property;
 - (b) market any or all of the Property on such terms and conditions of sale as the Receiver deems appropriate;
 - (c) sell, convey, transfer, lease or assign the Property;
 - (d) 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; and
 - (e) report to, meet and discuss with affected Persons (as defined in the Receivership Order), as the Receiver deems appropriate, all matters relating to the Property and the receivership proceedings.
4. On October 20, 2020, Justice Dietrich of the Ontario Superior Court of Justice issued an order approving the sale of the Property to 2774179 Ontario Inc. (the “**Sale Approval Order**”).

5. On January 18, 2021, Justice Hainey of the Ontario Superior Court of Justice issued an Order amending the Sale Approval Order the (“**Amended Sale Approval Order**”), allowing for the substitution of 2774179 Ontario Inc. as the purchaser with 102568 P.E.I Inc. (“**102 PEI**”). Unfortunately, despite numerous extensions and indulgences provided to complete the transaction, the 102 PEI failed to close the sale of the Property.

On March 11, 2021, Justice Koehnen of the Ontario Court of Justice issued an order setting aside the Sale Approval Order and the Amended Sale Approval Order (the “**Sale Agreement Termination Order**”). A copy of the Sale Agreement Termination Order is attached hereto as **Appendix “A”**. The order provides for:

- (a) the deposit totalling \$890,000 (the “**Forfeited Deposit**”) was forfeited and the Receiver was authorized to retain the Forfeited Deposit;
 - (b) the Receiver was authorized to make an interim distribution to Centurion from the Forfeited Deposit;
 - (c) the Sale Approval and Vesting Order was set aside; and
 - (d) the Agreement of Purchase and Sale in respect of the Property with 102 PEI was terminated.
6. On March 23, 2021, Justice Koehnen ordered that the Sale Agreement Termination Order be amended to allow the Forfeited Deposit to be applied against the purchase price on the condition that 102 PEI complete the sale transaction by March 26, 2021 (the “**Amending Order**”). 102 PEI did not complete the sale by the deadline however submitted an offer to the Receiver with an improved purchase price. 102 PEI’s revised offer is conditional upon obtaining financing. A copy of the Amending Order is attached hereto as **Appendix “B”**.
 7. This fourth report of the Receiver (the “**Fourth Report**”), and other all court materials and orders issued and filed in these receivership proceedings are available on the Receiver’s case website at: <https://www.bdo.ca/en-ca/extranets/1001broadview/> and will remain available on the website for a period of six (6) months following the Receiver’s discharge.
 8. The Receiver has also prepared and filed with the Court, subject to a request for sealing Order, a Confidential Supplemental Report to the Fourth Report dated May 4, 2021 (the “**Confidential Supplemental Report to the Fourth Report**”), which should be read by the Court in conjunction with this Fourth Report and will assist the Court in considering the relief being sought by the Receiver herein.

Purpose of the Report

9. This Fourth Report in this matter is filed to:
- (a) report on the Receiver's activities in these receivership proceedings since the Third Report;
 - (b) report on the proposed sale transaction in respect of the Property;
 - (c) request one or more Orders, *inter alia*:
 - (i) approving the sale transaction contemplated by the agreement of purchase and sale dated April 9, 2021 (the "**Mousavi Sale Agreement**") between the Receiver, as seller, and Mirshams Mousavi, in trust for an entity to be incorporated, as purchaser ("**Mousavi**"), with respect to the Property (the "**Mousavi Sale Transaction**");
 - (ii) approving the Receiver's execution of Mousavi Sale Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete the Mousavi Sale Transaction;
 - (iii) providing that upon the delivery by the Receiver to Mousavi of a Receiver's Certificate (as defined in the attached draft Sale Approval Order), and closing the transaction in accordance with the Mousavi Sale Agreement, 1001 Broadview's right, title and interest, if any, in and to the Property shall vest in and to Mousavi, free and clear of all encumbrances, except for any permitted encumbrances, easements or restrictive covenants as set out in Schedule A of the draft Sale Approval and Vesting Order;
 - (iv) sealing the Confidential Supplemental Report to the Fourth Report and the appendices thereto, which contain commercially sensitive information, and which are comprised of the following:
 - (A) appraisals of the Property;
 - (B) a summary of offer's received
 - (C) the unredacted Sale Agreementuntil the completion of the Mousavi Sale Transaction or until further Order of this Court;
 - (v) approving this Fourth Report and the conduct and actions of the Receiver to date;

- (vi) approving the Receiver's interim Receipts and Disbursements ("**Interim R&D**");
- (vii) approving the amended commission agreement between the Receiver and Avison & Young Commercial Real Estate (Ontario) Inc. ("**Avison**"), the realtor;
- (viii) approving the fees and disbursements of the Receiver and its legal counsel, Robins Appleby LLP ("**R&A**") as outlined herein and detailed in the supporting fee affidavits appended hereto, and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- (ix) approving a distribution of the net proceeds from the sale of the Property and all other funds recovered by the Receiver in this proceeding to Centurion, to a maximum amount of Centurion's outstanding debt, after the payment of operating costs incurred by the Receiver during its appointment, the fees and disbursements of the Receiver and its legal counsel.

Scope and Terms of Reference

10. The Fourth Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtor and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Fourth Report for a purpose different than set out in this paragraph.
11. Except as otherwise described in this Fourth 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,

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

12. Capitalized terms used herein and not defined in this Fourth Report shall have the meaning ascribed to them in prior Receiver's reports and the Receivership Order, as applicable.
13. All monetary amounts contained herein are expressed in Canadian dollars.

BACKGROUND

14. The Property consists of land located at 995-1005 Broadview Avenue and 2&4 Mortimer Avenue in Toronto, Ontario. The Property was intended to be built as a 10-storey mixed-use building, containing 111 dwelling units. Pursuant to the development updates, the proposal was revised to a 7-storey building with 51 condominium units (the "**Project**"). The Project remains in a pre-construction and in a pre-sale phase.
15. As noted in the Affidavit of H. Bob Vavaroutsos sworn on July 10, 2020 (the "**Vavaroutsos Affidavit**") and filed in support of the request for the relief of a Receivership Order, Centurion agreed to loan the principal sum of \$7.7 million to the Company in the form of a 12 month mortgage loan (the "**Loan**"). The purpose of the Loan was to refinance an existing mortgage to allow the Debtor with time to complete zoning amendments, obtain site plan approval and site preparations for the Project. Centurion's charge against the Property was registered on December 21, 2018.
16. As security for the Loan indebtedness and obligations to Centurion, the Debtor provided security which includes, without limitation (collectively, the "**Security**"): (i) a registered first mortgage in the amount of \$44 million, (ii) a first ranking general security agreement; (iii) a general assignment of rents and (iv) an absolute and unconditional personal guarantee, from Khavari (the "**Guarantor**").
17. A prior charge is listed on the Property for \$5 million by 1001 Broadview Investment Inc. ("**Investment Inc.**"), a party related to 1001 Broadview, which according to documents provided, is subject to a Subordination and Standstill Agreement in order to allow Centurion to be the first ranking lender. Investment Inc.'s charge against the Property was filed at the time of the purchase.
18. For ease of reference, set out below is a summary of the charges that are registered against the Property:

Property Identification No.	Secured Creditor	Instrument	Charge
10399-0076/10399-0081/10399-0080/10399-0079/10399-0077/10399-0078 (LT)	Centurion	AT5041028	\$44,000,000
10399-0076/10399-0081/10399-0080/10399-0079/10399-0077/10399-0078 (LT)	1001 Broadview Investment Inc.	AT4671585	\$ 5,000,000

19. The Receiver listed the Property for sale with Avison pursuant to a listing agreement which was approved by the court (the "**Listing Agreement**"). A copy of the Listing Agreement is appended hereto as **Appendix "C"**.
20. As detailed in the Second Report and Third Report, the Receiver sought and the Court granted approval of a sale transaction with 102 PEI on October 20, 2020. The agreement with 102 PEI was unconditional and included an initial deposit and several extension deposits. In total the Receiver received deposits totaling \$890,000. The transaction was ultimately terminated due to defaults on the part of the purchaser and the deposit forfeited.
21. Upon termination of the 102 PEI sale agreement, the Receiver, through its realtor, relisted the property for sale. The original Listing Agreement had expired and Avison required the Receiver to enter into a new listing agreement (the "**Second Listing Agreement**"). A copy of the Second Listing Agreement is appended as **Appendix "D"**.

REAL PROPERTY SALE EFFORTS

22. The Property was initially exposed to the market for approximately 6 weeks and generated three offers including the offer from 102 PEI. A summary of the offers received by the Receiver were attached to the Confidential Supplemental Report to the Second Report. Of the two offers that were not accepted: one was below the appraised values; and the potential purchaser of the second rejected offer could not obtain financing that was acceptable to the prospective purchaser to complete the transaction.
23. Subsequent to the Sale Agreement Termination Order, Avison exposed the Property to the market for approximately 2 weeks and three offers were received including one from 102 PEI. The Receiver agreed to allow 102 PEI the opportunity to conclude a sale transaction; such agreement included applying the Forfeited Deposit towards the purchase price provided that 102 PEI closed the transaction by March 26, 2021. 102 PEI was unable to conclude the transaction.
24. The Receiver negotiated with Mirshams Mousavi who ultimately submitted an improved offer which was acceptable to the Receiver. After discussing the revised offer with Centurion, the Receiver ultimately agreed to accept the Mousavi's improved offer. A redacted copy of the Mousavi Sale Agreement is attached hereto as **Appendix "E"**. Significant terms of the Sale Agreement include:
 - (a) the Property is being sold "as is, where is" with no representations or warranties provided by the Receiver;
 - (b) the offer is unconditional;

- (c) non-refundable deposit of \$1,000,000 was paid upon acceptance of the offer and the funds are held in trust by Robins Appleby. A further \$1,000,000 non-refundable deposit is to be paid on May 10, 2021;
 - (d) the sale is subject to Court approval and receipt of an Approval and Vesting Order; and
 - (e) the Transaction is set to close the later of 10 days following receipt of the Approval and Vesting Order but not prior to May 31, 2021 (the "**Closing Date**").
25. The Receiver recommends that this Court approve the Mousavi Sale Transaction for the following reasons:
- (a) the Property had been previously marketed for sale for 6 weeks through an experienced commercial realtor and subsequently remarketed therefore the Receiver is of the view that the market has been sufficiently canvassed;
 - (b) there is a relatively short closing for the Mousavi Sale Transaction;
 - (c) the Property requires regular attendance to ensure the derelict buildings are not being occupied and exposing the public to risk and generate no funds for the estate. With court approval of the Sale Transaction, no further costs will be incurred by the estate;
 - (d) the Mousavi provided a substantial non-refundable deposit;
 - (e) the Mousavi Sale Transaction is commercially reasonable in the circumstances taking into consideration that the purchase price is within the range indicative pricing provided by two appraisers as detailed in the Confidential Supplement to the Fourth Report;
 - (f) completion of the Sale Transaction is in accordance with the mandate of the Receiver to realize on the Property; and
 - (g) approval of the Sale Transaction is supported by Centurion.

REALTOR'S COMMISSIONS

26. After 102 PEI defaulted in closing the sale transaction, the Receiver requested Avison to relist and remarketing the property. The Receiver entered into the Second Listing Agreement with Avison on March 22, 2021 as the original Listing Agreement had expired.
27. The original Listing Agreement was previously approved by the Court pursuant to the Receivership Order.

28. Both the Listing Agreement and Second Listing Agreement are on the standard Ontario Real Estate Association form and provide:
- (a) a 4 month term with a 30 day holdover period;
 - (b) commissions of 2% plus HST, including a co-operating broker commission (0.5%); and
 - (c) a provision that in *“the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission”* (the **“Terminated Sale Commission”**).
29. After the 102 PEI sale transaction was terminated and after signing the Mousavi Sale Agreement, Avison approached the Receiver regarding payment of the Terminated Sale Commission from the Forfeited Deposit in respect of the 102 PEI sale transaction as provided for in the Listing Agreement.
30. Based upon the provisions in the Listing Agreement and the Second Listing Agreement, Avison was entitled to commissions of 2% of the terminated 102 PEI sale transaction and 2% on the Mousavi Sale Transaction. The Receiver negotiated with Avison and ultimately entered into an agreement whereby Avison will receive 1% from the terminated 102 PEI sale transaction and 1.5% from the Mousavi Sale Transaction (the **“Amended Commission Arrangement”**). A copy of the Amended Commission Agreement is attached to the Confidential Supplemental Report to the Fourth Report.

PRIORITY PAYABLES

31. Based upon the Debtor’s books and records and correspondence with Khavari we understand that the Debtor did not have any employees nor did it have any sales. Accordingly there do not appear to be priority payables in respect of source deductions, HST or the *Wage Earner Protection Plan Act*.

PROPOSED DISTRIBUTIONS TO CENTURION

32. Centurion is 1001 Broadview’s first ranking general secured creditor, and is owed approximately \$8.1 million, which amount remains unpaid.
33. The Receiver engaged Rose, Persiko, Rakowsky, Melvin LLP (**“RPRM”**), to undertake a security review of Centurion’s security and to provide a legal opinion on the validity and enforceability of the

security held by Centurion. RPRM has advised the Receiver that subject to the usual qualifications and assumptions, it is of the opinion that the security granted by 1001 Broadview in favour of the Centurion creates a valid security interest and enforceable in accordance with its terms.¹

34. The obligations of the Debtors to Centurion, including costs and interest charges to May 31, 2021, total \$8,184,437.05, and are reflected in a statement provided by Centurion to the Receiver attached as **Appendix "F"**.
35. Based upon the proceeds from the sale of the Property, there will be sufficient funds to repay the indebtedness owed by the Debtor to Centurion. Accordingly, the Receiver requests permission of the Court to distribute the sale proceeds and any further funds collected by the Receiver in these receivership proceedings to Centurion (to a maximum of Centurion's debt), after payment by the Receiver of priority payables (if any are later determined), outstanding operating costs incurred during the Receiver's appointment and after payment of the Receiver's fees and disbursements and the legal fees and disbursements of the Receiver's legal counsel. Should there be any funds remaining after payment of the foregoing, the Receiver proposes to pay those funds to this Honorable court.

RECEIVER'S INTERIM R&D

36. Attached as **Appendix "G"** is a summary of receipts and disbursements. The Interim R&D reports net receipts over disbursements from the date of the Receiver's appointment to April 30, 2021. The net receipts over disbursements totals \$73,749.44. The receipts are comprised of an initial advance from Centurion of \$50,000 and the Forfeited Deposit. The disbursements are predominately comprised of a distribution to Centurion of \$646,831.89, professional fees of \$167,153.87 and property taxes of \$22,042.02.

FEES AND DISBURSEMENTS

37. Pursuant to paragraph 18 of the Receivership Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver's legal and its counsel, R&A, constitute part of the "Receiver's Charge". The fees and disbursements of the Receiver in connection with the Receivership for the period of February 26, 2021 to April 30, 2021 (the "**Billing Period**") are detailed in the affidavit of Josie Parisi, a copy of which is attached hereto as **Appendix "H"**. The fees and disbursements of R&A for Billing Period are detailed in the affidavit of Irving Marks, a copy of which is attached as **Appendix "I"**.

¹ A copy of the security opinion in respect of Centurion's security is available to the Court upon request.

38. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.
39. The Receiver's fees for the Billing Period encompass 33.5 hours at an average hourly rate of approximately \$455.48 for a total of \$15,258.50 prior to applicable taxes. The Receiver is therefore requesting that this Honourable Court approve total fees and disbursements inclusive of applicable taxes in the amount of \$17,242.11.
40. R&A's fees for the Billing Period encompass 59.6 hours at an average hourly rate of approximately \$511.59 for a total of \$30,490.50 prior to disbursements of \$347.14 and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve R&A's total fees and disbursements inclusive of applicable taxes in the amount of \$34,803.90.
41. The Receiver respectfully submits that the fees and disbursements of the Receiver and R&A are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

SUMMARY AND RECOMMENDATIONS

42. Based on the foregoing, the Receiver respectfully requests that the Court grant an Order:
 - (a) approving the Fourth Report and the activities and conduct of the Receiver outlined herein;
 - (b) approving and authorizing the Mousavi Sale Transaction;
 - (c) issuing an approval and vesting order vesting the Property to the Mousavi free and clear of all encumbrances;
 - (d) approving the Receiver's execution of the Mousavi Sale Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete each of the Sale Transaction;
 - (e) authorizing the Receiver to make a distribution to Centurion from the sale proceeds of the Mousavi Sale Transaction to a maximum of Centurion's debt, after establishing reasonable reserves;
 - (f) approving the Receiver's Interim R&D;

- (g) approving the Amended Commission Agreement and authorizing the Receiver to pay commissions as set out therein;
- (h) approving the fees and disbursements of the Receiver and R&A, as set out in this Fourth Report, and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- (i) sealing the Confidential Appendices hereto pending closing of the Mousavi Sale Transaction contemplated under the Mousavi Sale Agreement, and the Confidential Supplemental Report to the Fourth Report until further of the Court.

All of which is respectfully submitted this 4th day of May 2021.

**BDO CANADA LIMITED,
in its capacity as the Court-appointed Receiver of the property
municipally known as 995-1001, 1003 & 1005 Broadview Avenue,
Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario and
not in its personal or corporate capacity**



Per:

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

Court File No.: CV-20-00643617-00CL

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

THE HONOURABLE MR.)	THURSDAY, THE 11TH
)	
JUSTICE KOEHNEN)	DAY OF MARCH, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

and

1001 BROADVIEW AVENUE INC.

Respondent

ORDER

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the Property municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario (collectively the "**Property**") for the relief set out in the Notice of Motion dated March 3, 2021, including terminating the sale agreement between the Receiver and 102568 P.E.I. Inc. (the "**Purchaser**"), dated September 23, 2020, as amended (the "**Sale Agreement**"), was heard this day by videoconference as a result of the Covid-19 pandemic.

ON READING the Motion Record of the Receiver and the Third Report of the Receiver dated March 2, 2021 (the "**Third Report**") and on hearing the submissions of counsel for the Receiver and any such other counsel or individuals 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 March 3, 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.

FORFEIT OF DEPOSIT

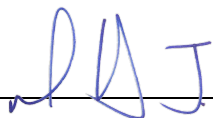
2. **THIS COURT ORDERS** that the deposits paid to the Receiver in respect of the sale of the Property to the Purchaser, totalling \$890,000 (the “**Deposits**”) are hereby forfeited and the Receiver is hereby authorized to retain the Deposits.

3. **THIS COURT ORDERS** that the Receiver shall give the Purchaser credit of the Deposits towards payment of the purchase price for the sale of the Property as contemplated in the sale agreement between the Receiver and the Purchaser dated September 23, 2020, as amended (the “**Sale Agreement**”) on the condition that the sale of the Property is completed on or before 5:00 pm (EST) on March 22, 2021.

4. **THIS COURT ORDERS** that the issue of setting aside the Approval and Vesting Order of Justice Dietrich dated October 20, 2020, as amended by the Amending Approval and Vesting Order of Justice Hainey dated January 18, 2021 (collectively, the “**Sale Approval and Vesting Order**”) and the termination of the Sale Agreement as set out in paragraphs 1 (b) and 1 (c) in the Receiver’s Notice of Motion shall be adjourned to March 23, 2021 at 8:30 a.m.

RECEIVER'S ACTIVITIES, DISTRIBUTION AND FEES

5. **THIS COURT ORDERS** that the activities of the Receiver set out in the Third Report are hereby approved.
6. **THIS COURT ORDERS** that the Receiver is authorized to make an interim distribution to Centurion Mortgage Capital Corporation from the Deposits as contemplated in the Third Report.
7. **THIS COURT ORDERS** that the Receiver's fees and disbursements, and those of its counsel, Robins Appleby LLP, as set out in the Third Report are hereby approved.



**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

1001 BROADVIEW AVENUE INC.

Applicant

Respondent

Court File No.: CV-20-00643617-00CL

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

robapp\6456849.2

Court File No.: CV-20-00643617-00CL

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

THE HONOURABLE MR.)	TUESDAY, THE 23rd
)	
JUSTICE KOEHNEN)	DAY OF MARCH, 2021

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

and

1001 BROADVIEW AVENUE INC.

Respondent

ORDER

THIS MOTION made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the of the Property municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario (collectively the "**Property**"), for the relief adjourned from March 11, 2021, including terminating the sale agreement between the Receiver and 102568 P.E.I. Inc. (the "**Purchaser**"), dated September 23, 2020, as amended (the "**Sale Agreement**"), was heard this day by videoconference as a result of the COVID-19 pandemic.

ON READING the Motion Record of the Receiver and on being advised of the agreement to increase the purchase price under the Sale Agreement by one hundred thousand dollars (\$100,000) and of the consent of the parties.

1. **THIS COURT ORDERS AND DECLARES** that the amendment of the Sale

Agreement to increase the purchase price to be paid by the Purchaser to the Receiver by one hundred thousand dollars (\$100,000) is hereby approved.


2. **THIS COURT ORDERS** that paragraph 3 of the Order of this Court dated March 11, 2021 shall be amended to provide that the Receiver shall give the Purchaser credit of the deposits paid in respect of the sale of the Property to the Purchaser totalling \$890,000 (the “**Deposits**”) towards payment of the purchase price (as amended) for the sale of the Property as contemplated in the Sale Agreement on the condition that the sale of the Property is completed on or before 5:00 pm (EST) on March 26, 2021.

3. **THIS COURT ORDERS THAT** if, and only if, the Purchaser fails to tender the balance of the purchase price (as amended) for the purchase of the Property as contemplated in the Sale Agreement on or before 5:00 pm (EST) on March 26, 2021, then:

(a) the Approval and Vesting Order of Justice Dietrich dated October 20, 2020, as amended by the Amending Approval and Vesting Order of Justice Hainey dated January 18, 2021 (collectively, the “**Sale Approval and Vesting Order**”) shall be set aside and of no force and effect as of 5:01 pm EST on March 26, 2021 without further Order of this Court; and

(b) the Sale Agreement between the Receiver and the Purchaser shall be terminated as of 5:01 pm EST on March 26, 2021 without further Order of this Court.

4. There shall be no costs of this Order.



**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

1001 BROADVIEW AVENUE INC.

Applicant

Respondent

Court File No.: CV-20-00643617-00CL

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

2378335.3



Form 520 for use in the Province of Ontario

Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale



This is a Multiple Listing Service® Agreement  OR This Listing Is Exclusive 
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: AVISON YOUNG COMMERCIAL REAL ESTATE (ONTARIO) INC., BROKERAGE

18 YORK ST STE 400 BOX #4 TORONTO, ONTARIO (the "Listing Brokerage")


SELLER(S): 1001 BROADVIEW AVENUE INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 995-1005 Broadview Ave and 2-4 Mortimer Ave,
Toronto, ON (the "Property")

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

commencing at 12:01 a.m. on the 21st day of July, 2020,

until 11:59 p.m. on the 21st day of November, 2020 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act of Ontario [2002], if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.  }

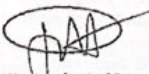
to offer the Property for sale at a price of:

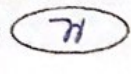
..... Dollars (\$Cdn)
and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding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


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

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act [2002]. The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. **COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 2 % of the sale price of the Property or in the event a cooperating broker is involved the fee shall be 1.5% +HST to the Listing Brokerage and 0.5% + HST to the Cooperating Broker.
for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

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The Seller authorizes the Listing Brokerage to cooperate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5% of the sale price of the Property or

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 30 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

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

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

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

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]

- 4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. ~~FINDERS FEE: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to such benefits being received and retained by the Brokerage in addition to the commission set out above.~~
- 10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

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

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

(Does)

(Does Not)

- 12. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.
- 16. **SCHEDULE(S)** and data form attached hereto form(s) part of this Agreement.

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

..... DATE July 9, 2020 JOE ARMEIDA
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

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

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

1001 BROADVIEW AVENUE INC.
not in its capacity as agent appointed licensee of 1001 Broadview Avenue Inc & not in its capacity as a separate entity
..... DATE July 21, 2020
(Signature of Seller/Authorized Signing Officer) (Seal) (Tel. No.)
.....
(Signature of Seller/Authorized Signing Officer) (Seal)

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

DECLARATION OF INSURANCE
The broker/salesperson JONATHAN HITTNER / NEIL MUSSELWHITE / DAVID LIEBERMAN
(Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.
.....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT
The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the 21 day of July, 2020
..... Date: July 20, 2020
(Signature of Seller) (Date)
.....
(Signature of Seller) (Date)

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Form 520 for use in the Province of Ontario

Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale



This is a Multiple Listing Service® Agreement

MLS logo with initials jp in a circle (Seller's Initials)

OR

This Listing is Exclusive

EXCLUSIVE logo with empty circle (Seller's Initials)

BETWEEN: BROKERAGE: Avison Young Commercial Real Estate Services, LP

18 YORK ST STE 400 BOX #4 TORONTO (the "Listing Brokerage") Tel. No. (416) 955-0000

SELLER: 1001 BROADVIEW AVENUE INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 995-1005 Broadview Ave and 2-4 Mortimer Ave, Toronto, ON (the "Property")

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

commencing at 12:01 a.m. on the 22nd day of March, 2021

until 11:59 p.m. on the 22nd day of July, 2021 (the "Listing Period"),

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

JP in a circle (Seller's Initials)

to offer the Property for sale at a price of:

..... Dollars (\$CDN).....

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

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

JP in a circle (Seller's Initials)

- 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.
2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 2% of the sale price of the Property or in the event that a cooperating broker is involved the fee shall be 1.5% HST to the listing brokerage and 0.5%+ HST to the cooperating broker for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE: (empty circle)

INITIALS OF SELLER(S): JP in a circle

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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of :.5..... % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 30..... days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

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The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

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

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


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INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

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- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. ~~FINDERS FEES:~~** ~~The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.
- The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

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

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

(Does) (Does Not)

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 16. SCHEDULE(S)** and data form attached hereto form(s) part of this Agreement.

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

..... (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

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

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

1001 BROADVIEW AVENUE INC.
 (Name of Seller) BDO Canada Limited in its capacity as court appointed Receiver of
 1001 Broadview and not in its personal or corporate capacity
 (Signature of Seller/Authorized Signing Officer) (Seal) (Date) March 30, 2021 (Tel. No.)

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

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

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

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record David Lieberman / Neil Musselwhite / Jonathan Hittner/ Eamonn McConnell
 (Name of Salesperson/Broker/Broker of Record)
 hereby declares that he/she is insured as required by REBBA.
 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 30 day of March, 2021

..... (Signature of Seller) (Date)
 (Signature of Seller) (Date)

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ASSET PURCHASE AGREEMENT

BETWEEN

BDO CANADA LIMITED,

solely in its capacity as receiver of the properties municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2&4 Mortimer Avenue, Toronto, Ontario, (collectively the “**Properties**”) and not in its personal capacity

AND

MIRSHAMS MOUSAVI, in trust for a corporation to be incorporated

MADE AS OF

April 9, 2021

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of April 9, 2021

BETWEEN

BDO CANADA LIMITED, solely in its capacity as receiver of the properties municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario, (collectively the “**Properties**”) and not in its personal capacity

(collectively, the “**Vendor**” or “**Receiver**”)

- and -

MIRSHAMS MOUSAVI, in trust for a corporation to be incorporated

(the “**Purchaser**”),

WHEREAS the Receiver was appointed as receiver over the Properties pursuant to the order of Justice Gilmore dated the 21st day of July 2020 (the “**Receivership Order**”);

AND WHEREAS pursuant to the terms of the Receivership Order, the Receiver is authorized to market and sell the Properties;

AND WHEREAS the Purchaser desires to purchase the Purchased Assets (as defined herein) upon and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Acceptance Date**” means the date upon which this Agreement is fully executed by both parties.

“**Affiliates**” means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person.

“**Agreement**” means this agreement, including its recitals and schedules, as amended from time to time.

“**Applicable Law**” means:

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, as well as the common law; and
- (ii) any applicable and enforceable rule, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

“**Approval and Vesting Order**” means an order of the Court substantially in the form attached hereto as **Exhibit A**: (i) approving the sale of the Purchased Assets by the Receiver to the Purchaser pursuant to the terms of this Agreement, and (ii) providing for the vesting of the right, title, benefit and interest of the Debtor in and to the Properties in and to the Purchaser, free and clear of all Liens, other than the Permitted Encumbrances.

“**Business Day**” means a day other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario.

“**Claim**” means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any Loss, claim or demand relating thereto or resulting therefrom, or any other claim or demand of whatever nature or kind.

“**Closing Date**” means the later of: (i) May 31, 2021 and (ii) ten (10) days following the date of the Approval and Vesting Order; or such other date as may be agreed in writing between the parties hereto.

“**Contract**” means any contract, agreement, license, instrument or commitment recognized at law or equity, whether express or implied, or arising by a course of conduct or usage of trade.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Debtor**” means 1001 Broadview Avenue Inc.

“**Documents**” means any and all documents pertaining to the Lands and pertaining to the development thereof which are in the possession of the Receiver and have been made available to the Purchaser electronically through the “data room”. Without limiting the generality of the foregoing this includes all plans, surveys, studies, analysis, architectural plans, drawings and renderings, engineering reports including environmental reports, soil reports, structural reports and studies and analysis, planning opinions, recommendations, reports and studies, all marketing materials, reports, studies, opinions and recommendations which are in the possession of the Receiver.

“**Environmental Law**” means any Applicable Law relating to the natural or indoor environment including those pertaining to (i) reporting, licensing, permitting, investigating, remediating or controlling the presence or Release or threatened Release of Hazardous Substances, or (ii) the use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances,

including, for greater certainty, any such Applicable Law pertaining to occupational health and safety.

“**Governmental Authority**” means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

“**Hazardous Substance**” means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Protection Act* (Ontario).

“**Lands**” means the lands municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario and legally described as set out on Exhibit D.

“**Liabilities**” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law or Claim and those arising under any Contract or undertaking or otherwise, including any tax liability or tort liability of Debtor.

“**Liens**” means any lien (statutory or otherwise), mortgage, pledge, security interest (whether contractual, statutory or otherwise), hypothecation, trust or deemed trust (whether contractual, statutory, or otherwise), execution, levy, charge, encumbrance, interest in property, or other financial or monetary claim which, in each case, in substance, secures payment or performance of an obligation, or similar charge of any kind.

“**Permitted Encumbrances**” means only those Liens related to the Purchased Assets set forth on Exhibit C.

“**Person**” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“**Personal Information**” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

“**Proceeds**” has the meaning set out in Section 6.07(1)(a)(b)**Error! Reference source not found.**

“**Purchase Price**” has the meaning set out in Section 2.02.

“**Purchased Assets**” has the meaning set out in Section 2.01.

“**Purchaser’s Solicitor**” means the solicitor appointed to act for the Purchaser from time to time.

“**Release**” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

“**Receiver**” has the meaning set out in the recitals hereto.

“**Receiver’s Certificate**” means a certificate signed by the Receiver substantially in the form attached as **Schedule A** to the Approval and Vesting Order confirming that: (i) the Purchaser has paid, and the Receiver has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets, and (ii) the conditions to be complied with at or prior to the Time of Closing as set out in Sections 5.01 and 5.02, respectively, have been satisfied or waived by the Receiver or the Purchaser, as applicable, pursuant to Section 5.03.

“**Receivership Order**” has the meaning set out in the recitals hereto.

“**Receiver’s Solicitor**” means Robins Appleby LLP.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Time of Closing**” means 9:00 a.m. (Toronto Time) on the Closing Date.

“**Transfer Taxes**” has the meaning set out in Section 2.04.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Exhibits are to Articles and Sections of and Exhibits to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than the Receiver and the Purchaser.

1.04 **Capacity of Receiver**

The Receiver, in executing this Agreement, is entering into this Agreement solely in its capacity as the court appointed receiver and manager of the Properties, and not in its personal or

any other capacity. The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise.

1.05 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 **Currency**

All references to currency herein are to lawful money of Canada.

1.07 **Exhibits**

The following are the Exhibits to this Agreement:

- Exhibit A** - Form of Approval and Vesting Order
- Exhibit B** - HST Undertaking and Indemnity
- Exhibit C** - Permitted Encumbrances
- Exhibit D** - Legal Description

ARTICLE 2 - SALE AND PURCHASE

2.01 **Assets to be Sold and Purchased**

Upon and subject to the terms and conditions hereof, the Receiver will sell to the Purchaser and the Purchaser will purchase from the Receiver, as of and with effect from the Time of Closing, all of the right, title, benefit and interest of Debtor in and to the following assets (collectively, the "**Purchased Assets**"):

- (a) the Lands;
- (b) all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Lands; and
- (c) the Documents.

2.02 **Purchase Price**

Assets excluding all applicable Taxes (such amount being hereinafter referred to as the

2.03 Property Taxes

(1) The Purchaser and the Receiver shall adjust all municipal realty taxes to the Closing Date. This includes all municipal realty taxes, assessments, levies and penalties of any nature or kind, and interest and costs thereon, including all levies and special charges set forth in the respective tax bills of any government taxation authority.

(2) The Purchaser shall, at its option, be entitled to continue any realty tax appeals, complaints, applications, or proceedings pending for any calendar year prior to the calendar year in which the Closing Date occurs and shall be entitled to receive from the municipality any payment resulting therefrom. To the extent the Purchaser receives any of the aforementioned payments, it shall hold said payments in trust for the Receiver and forthwith remit the payments to the Receiver.

2.04 Transfer Taxes

(1) The Purchaser will be liable for and will pay, or will cause to be paid, all transfer, land transfer, value added, *ad-valorem*, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, “**Transfer Taxes**”) payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense.

(2) The Purchaser shall indemnify and save harmless the Receiver and its employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

- (a) to pay any Transfer Taxes payable by the Purchaser; and/or
- (b) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

2.05 Payment of Purchase Price

(1) The Purchase Price will be satisfied by the Purchaser as follows:

- (a) by payment of a deposit in the aggregate amount of TWO MILLION DOLLARS (\$2,000,000.00) to the Receiver’s Solicitors (the “**Deposit**”) as follows:
 - (i) ONE MILLION DOLLARS (\$1,000,000) payable on or before April 12th, 2021; and
 - (ii) the remaining ONE MILLION DOLLARS (\$1,000,000) payable on or before ~~April 26th, 2021.~~

May 10.2021

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The Deposit shall be held by the Receiver's Solicitors in trust pending successful completion of this transaction and shall be credited on account of the Purchase Price at the Time of Closing. If the transaction contemplated by this Agreement is not completed for any reason except the default of the Purchaser, the Deposit (together with all interest) shall be returned to the Purchaser and neither party shall have any claim for damages or other recourse against the other. If the transaction contemplated by this Agreement is not completed as a result of the default of the Purchaser, the Deposit (together with all interest) shall be forfeited to the Receiver; and

- (b) by paying the balance of the Purchase Price, subject to adjustments, by wire transfer at the Time of Closing of Canadian dollar funds to an account specified by the Receiver;
- (2) The Purchaser and the Receiver acknowledge that the Receiver's Solicitors are a mere stakeholder of the Deposit as between the Purchaser and the Receiver and, in the event of a dispute between the Purchaser and the Receiver as to entitlement to, or disposition of the Deposit, the Receiver's Solicitors shall be entitled to pay the Deposit into Court and thereafter shall have no further responsibility in regard thereto and the Receiver's Solicitors may act in the interests of the Receiver in the matter of any dispute between the Purchaser and the Receiver.

2.06 **Delivery of Purchased Assets**

At the Time of Closing, the Purchaser will take possession of the Purchased Assets where situated.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 **Receiver's Representations and Warranties**

The Receiver represents and warrants to the Purchaser that, as at the date hereof and as of the Closing Date:

- (a) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, the Receiver has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (b) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms;
- (c) Debtor is registered under Part IX of the *Excise Tax Act* (Canada) with registration number 70448 6497 RT0001; and

- (d) Debtor is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

3.02 **Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Receiver that:

- (a) the Purchaser is a corporation duly incorporated, organized and existing under the laws of the Province of Ontario;
- (b) the Purchaser has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transactions contemplated herein and the entering into of this Agreement in completion of the transactions contemplated herein will not breach its constating documents, any agreement binding on the Purchaser, or Applicable Laws relating to the Purchaser;
- (e) that it has the financial ability through its own resources or through financing that has been arranged with a recognized financial lending institution, to close the transaction contemplated herein and pay the balance of the Purchase Price on the Closing Date;
- (f) the Purchaser has available, and at the Time of Closing will have, sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement;
- (g) the Purchaser will be registered under Part IX of the *Excise Tax Act* (Canada) and will provide its registration number to the Receiver on or before the Time of Closing; and
- (h) the Purchaser is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

3.03 **"As Is, Where Is"**

(1) The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets (including a review of title), and all other relevant matters and has determined to proceed with the transaction contemplated herein and will accept the same at the Time of Closing in their then current state, condition, location, and amounts, subject to the Permitted Encumbrances.

(2) Any documents, materials and information provided by or on behalf of the Receiver to the Purchaser with respect to the Purchased Assets (including the Documents and any confidential information memorandums, management presentations, or material made available to the Purchaser) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Receiver has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Receiver and their respective affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the Documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such Documents directly and further that the interest of the Debtor in the Documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Receiver

(1) The Receiver will ensure that the representations and warranties of the Receiver set out in Section 3.01 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Purchaser set out in Section 5.01 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Receiver shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, a motion seeking the Court's issuance of the Approval and Vesting Order.

4.02 Covenants of the Purchaser

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.02 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Receiver set out in Section 5.02 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Purchaser will provide the Receiver with all information within its possession or control that the Receiver may reasonably request to assist the Receiver in obtaining the Approval and Vesting Order.

(3) The Purchaser will comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar Applicable Laws relating to privacy and the protection of Personal Information in respect of the Books and Records, Contracts and any other business and financial records related to the Purchased Assets.

ARTICLE 5 - CONDITIONS AND TERMINATION

5.01 Conditions for the Benefit of the Purchaser

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with:

- (a) the representations and warranties of the Receiver set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Receiver will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Receiver at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the sale and purchase of the Purchased Assets at the Time of Closing; and
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom) prior to the Time of Closing.

5.02 Conditions for the Benefit of the Receiver

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Receiver and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the purchase and sale of the Purchased Assets; and
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom).

5.03 **Waiver of Condition**

The Purchaser, in the case of a condition set out in Section 5.01, and the Receiver, in the case of a condition set out in Section 5.02, will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance of or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated.

5.04 **Termination**

This Agreement may be terminated, by delivery of written notice within 2 Business Days of such party learning of such breach with respect to Section 5.04(a) and prior to the Closing Date for any other provision below:

- (a) by the Receiver or the Purchaser if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five days following the date on which the non-breaching party notifies the other party of such breach;
- (b) by the Purchaser if a condition in Section 5.01 becomes impossible to satisfy by the Time of Closing (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition;
- (c) by the Receiver if a condition in Section 5.02 becomes impossible to satisfy prior to the Time of Closing (other than through the failure of the Receiver to comply with its obligations under this Agreement) and the Receiver has not waived such condition;
- (d) by the Purchaser pursuant to Section 6.07(1)(a); and
- (e) by written agreement of the Purchaser and the Receiver.

5.05 **Effect of Termination**

Each party's right of termination under Section 5.04 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.04, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 6.04, 8.03, 8.04 and 8.16 will survive; provided, however, that if this Agreement is terminated by a party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating

party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.01 Closing

The sale and purchase of the Purchased Assets will be completed at the Time of Closing at the offices of Robins Appleby LLP, 120 Adelaide Street West, Suite 2600, Toronto, Ontario M5H 1T1.

6.02 Receiver's Closing Deliveries

On or before the Time of Closing, the Receiver will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate executed by the Receiver confirming that the representations and warranties of the Receiver in this Agreement are true and correct in all material respects as of the Time of Closing and that the obligations of the Receiver to be performed prior to the Time of Closing have been performed in all material respects;
- (b) an undertaking to readjust the any customary adjustments to the Purchase Price, if necessary;
- (c) a copy of the issued and entered Approval and Vesting Order;
- (d) such other documents or instruments as contemplated or required to be delivered by the Receiver pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

6.03 Purchaser's Closing Deliveries

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Receiver the following:

- (a) payment of the Purchase Price to the Receiver as contemplated by Section 2.05(1);
- (b) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Time of Closing and that the obligations of the Purchaser to be performed prior to the Time of Closing have been performed in all material respects;
- (c) an undertaking to readjust the customary adjustments to the Purchase Price, if necessary;

- (d) if required, a land transfer tax affidavit;
- (e) the HST Undertaking and Indemnity; and
- (f) such other documents or instruments as contemplated or required to be delivered by the Purchaser pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

6.04 **Confidentiality**

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning Debtor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to Debtor or to the operations which the Purchaser obtained pursuant to this Agreement.

6.05 **Delivery of Receiver's Certificate**

When the Receiver is satisfied that all conditions hereunder have been satisfied or waived, and all documents to be delivered under the terms hereof have been delivered at or before the Time of Closing, the Receiver will deliver an executed copy of the Receiver's Certificate to the Purchaser's counsel in escrow upon the sole condition of receipt by the Receiver of the amounts referred to in Section 2.05(1). All of the foregoing amounts will then be paid by the Purchaser, by wire transfer of immediately available funds to an account designated in writing by the Receiver for this purpose pursuant to Section 2.05(1) hereof. Following written confirmation of receipt by the Receiver of such funds (or such person directed by the Receiver to receive such funds), the Receiver's Certificate will be released from escrow to the Purchaser. Upon such delivery, the closing will be deemed to have occurred at the Time of Closing. The Receiver will file a copy of the Receiver's Certificate with the Court on the next Business Day following the Closing Date and provide evidence of such filing to the Purchaser.

6.06 **Planning Act**

This Agreement is subject to compliance with the *Planning Act* (Ontario). The parties agree that compliance with the *Planning Act* (Ontario) shall be the responsibility of the Purchaser at its costs. The Receiver agrees to execute all documents reasonably requested by the Purchaser in respect thereof.

6.07 **Risk of Loss**

(1) Until the Time of Closing, the Purchased Assets will remain at the risk of the Receiver. If any destruction or damage in excess of \$750,000.00 occurs to the Purchased Assets on or before the Time of Closing or if any or all of the Purchased Assets are appropriated, expropriated or seized by governmental or other lawful authority on or before the Time of Closing:

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- (a) the Receiver will forthwith give notice thereof to the Purchaser, and the Purchaser shall have the right to terminate this Agreement prior to the Time of Closing and shall notify the Receiver in a reasonable period of time whether it is exercising this right; and
- (b) in the event the Purchaser does not exercise its right of termination under Section 6.07(1)(a), the Purchaser will have the option, exercisable by notice to the Receiver on or before the Time of Closing to complete the purchase without reduction of the Purchase Price, in which event all Proceeds will be payable to the Purchaser and all Claims of the Receiver to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

(2) If the Purchaser elects to reduce the Purchase Price pursuant to Section 6.07(1)(a)(b), the Purchaser and the Receiver will at the Time of Closing determine the amount of the reduction to the extent that it is then determinable and the Receiver will undertake to adjust such amount after the Closing Date, if necessary.

ARTICLE 7 - SURVIVAL AND ACCESS

7.01 Survival

No covenants, representations and warranties of each party contained in this Agreement will survive the completion of the sale and purchase of the Purchased Assets, except for the covenants that by their terms are to be satisfied or survive after the Time of Closing (including without limitation Sections 2.04, 8.03, 8.04, and 8.16), which covenants will continue in full force and effect in accordance with their terms.

7.02 Access by Purchaser

The Receiver shall allow the Purchaser, its representatives and advisors to have access to the Lands and subject to providing twenty four (24) hours' Notice, to allow the Purchaser to carry out such non-invasive tests (including soil tests), environmental audits or assessments, surveys and inspections of the Lands as the Purchaser, its representatives or advisors may deem necessary. All such tests and inspections shall be at the sole risk and expense of the Purchaser. The Purchaser acknowledges that the Receiver shall be entitled to have a representative present during each such period of access. The Purchaser shall promptly repair at its sole cost and expense any damage to the Property caused by such tests and inspections and indemnify the Receiver for any damages or costs sustained by the Receiver as a result of the Purchaser's inspections. The Purchaser agrees that this covenant shall survive termination of this Agreement.

ARTICLE 8 - GENERAL

8.01 Further Assurances

Each of the Receiver and the Purchaser will from time to time at the request and expense of the other execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.02 **Time of the Essence**

Time is of the essence of this Agreement.

8.03 **Fees, Commissions and other Costs and Expenses**

Each of the Receiver and the Purchaser will pay its respective legal and accounting costs and expenses and any real estate or other commissions incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim resulting from any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

8.04 **Public Announcements**

Except as required by Applicable Law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Receiver or the Purchaser without the prior consent and joint approval of the Receiver and the Purchaser.

8.05 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

8.06 **Entire Agreement**

This Agreement (including the agreements contemplated hereby) constitute the entire agreement between the parties with respect to the subject matter hereof and such agreements cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement (including the agreements contemplated hereby).

8.07 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

8.08 **Assignment**

This Agreement may not be assigned by the Receiver or the Purchaser without the written consent of the other, which consent may not be arbitrarily withheld, but provided that: (i) any such assignee enters into a written agreement with the Receiver to be bound by the provisions of this Agreement in all respects and to the same extent as the Purchaser is bound, and (ii) such assignment occurs prior to the issuance of the Approval and Vesting Order. Upon any such

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assignment, it is hereby agreed that the Purchaser shall be deemed to have been released from all of its covenants and obligations herein contained upon successful completion of this transaction.

8.09 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Receiver:

BDO Canada Limited
20 Wellington Street East
Suite 500
Toronto, Ontario M5E 1C5

Fax No.: 416-369-6031
Email: JParisi@bdo.ca
Attention: Josie Parisi

With copies to:

Robins Appleby LLP
120 Adelaide Street West
Suite 2600
Toronto, Ontario M5H 1T1

Fax No: 416-863-4592
Email: dmichaud@robapp.com
Attention: Dominique Michaud

To the Purchaser:

E-mail:
Attention:

With copies to: Nick Tyacke
nick@tyackelaw.ca
647-344-3174

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of

transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, any notice to be delivered to the Purchaser shall be effective if delivered solely to the Purchaser's Solicitor.

8.10 **Remedies Cumulative**

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

8.11 **No Third Party Beneficiaries**

This Agreement is solely for the benefit of:

- (a) the Receiver, and its successors and permitted assigns, with respect to the obligations of the Purchaser under this Agreement, and
- (b) the Purchaser, and its successors and permitted assigns, with respect to the obligations of the Receiver under this Agreement,

and this Agreement will not be deemed to confer upon or give to any other person any Claim or other right or remedy.

8.12 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.13 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

8.14 **Appointment of Agent for Service**

The Purchaser nominates, constitutes and appoints the Purchaser's Solicitor its true and lawful agent to accept service of process and to receive all lawful notices in respect of any action arising under this Agreement (other than any notice that is to be given by one party to another pursuant to Section 8.09). Until due and lawful notice of the appointment of another and subsequent agent in the Province of Ontario has been given to and accepted by the Receiver, service of process or of papers and such notices upon Purchaser's Solicitor will be accepted by the Purchaser as sufficient service.

8.15 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

8.16 **No Registration of Agreement**

The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands and/or any part thereof. The Purchaser shall indemnify and save the Receiver harmless from and against any and all Claims whatsoever arising from or with respect to any such registration. This Section shall survive the expiration and/or termination of this Agreement for any reason.

8.17 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

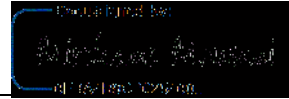
8.18 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

This Agreement shall expire if it has not been accepted by the Purchaser on or before **9:00 am (Toronto time) on April 12, 2021**.

[The balance of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.



Digital signature of Mirshams Mousavi, dated 11/16/18 10:24 AM.

**MIRSHAMS MOUSAVI, in trust for
a corporation to be incorporated**

**BDO CANADA LIMITED,
solely in its capacity as receiver of the
properties municipally known as 995-
1001, 1003 & 1005 Broadview Avenue,
Toronto, Ontario and 2&4 Mortimer
Avenue, Toronto, Ontario and not in its
personal capacity**



Handwritten signature of J. Parisi in blue ink.

Per:

Name:

Title:

EXHIBIT A

Form of Approval and Vesting Order

Court File No. CV-20-00643617-00CL

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

THE HONOURABLE JUSTICE) DAY, THE [__] DAY OF
) [__], 2020
)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

and

1001 BROADVIEW AVENUE INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court appointed receiver (the “**Receiver**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and ● (the “**Purchaser**”) dated ●, 2020, and vesting in the Purchaser, **1001 BROADVIEW AVENUE INC.’s** (“**Debtor**”), right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of ● sworn ●, 2020 and the ● Report of the Receiver dated ●, 2020 (the “**● Report**”), and on hearing the submissions of counsel for the Receiver, the

Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of • sworn •, 2020 filed:

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of Debtor's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated the 21st day of July, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule B** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a Transfer/Deed of Land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject real property in fee simple, and is hereby directed to delete and expunge from title to the real property all of the Claims listed in **Schedule B** hereto.

5. **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.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

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

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

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and Sections 6(3) of the *Retail Sales Act* (Ontario).

9. **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00643617-00CL

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

THE HONOURABLE JUSTICE) DAY, THE [__] DAY OF
) [__], 2020
)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

and

1001 BROADVIEW AVENUE INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Gilmore of the Ontario Superior Court of Justice (the “**Court**”) dated July 21st, 2020, BDO Canada Limited was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties of 1001 BROADVIEW AVENUE INC. (the “**Debtor**”) amongst others.

B. Pursuant to an Order of the Court dated ●, 2020, the Court approved the agreement of purchase and sale made as of ●, 2020 (the “**Asset Purchase Agreement**”) between the Receiver

and ● (the “**Purchaser**”) and provided for the vesting in the Purchaser of Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

BDO Canada Limited, in its capacity as Receiver, and not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Claims to be deleted and expunged from title to Real PropertyPIN 10399-0074

1. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028
2. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
3. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0076

4. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028
5. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
6. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585
7. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages
8. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar
9. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0077

10. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028
11. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
12. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585

13. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages
14. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar
15. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0078

16. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028
17. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
18. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585
19. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages
20. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar
21. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0079

22. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028
23. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
24. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585
25. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages
26. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar

27. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0080

28. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028

29. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029

30. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585

31. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages

32. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar

33. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0081

34. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028

35. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029

36. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585

37. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages

38. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar

39. Court Order registered on July 21, 2020 as Instrument AT5478284

PIN 10399-0082

40. Charge from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041028

41. Notice of Assignment of Rents General from 1001 Broadview Avenue Inc. to Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041029
42. Charge from 1001 Broadview Avenue Inc. to 1001 Broadview Investment Inc. registered on September 1, 2017 as Instrument No. AT4671585
43. Postponement from 1001 Broadview Avenue Inc. in favour of Centurion Mortgage Capital Corporation registered on December 21, 2018 as Instrument No. AT5041052 with respect to the above-noted mortgages
44. Court Order registered on March 13, 2020 as Instrument No. AT5387704 by Amr Abdulwahab A Attar
45. Court Order registered on July 21, 2020 as Instrument AT5478284

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property (unaffected by the Vesting Order)**

(SEE EXHIBIT C)

EXHIBIT B**HST UNDERTAKING AND INDEMNITY**

TO: BDO CANADA LIMITED., solely in its capacity as receiver of 1001 BROADVIEW AVENUE INC.'s interest in the Purchased Assets, and not in its personal capacity

AND TO: Robins Appleby LLP, its solicitors

RE: **Agreement of Purchase and Sale dated** April 9th, 2021 **(the "Agreement") between BDO CANADA LIMITED., solely in its capacity as receiver of 1001 BROADVIEW INC. and not in its personal capacity (the "Receiver")** **and** Mirshams Mousavi **(the "Purchaser")** for a company to incorporate **in respect of the property municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario (collectively, the "Purchased Assets").**

IN CONSIDERATION of and notwithstanding closing of the above-noted purchase, the undersigned hereby covenants and agrees that with respect to Harmonized Sales Tax ("HST") payable pursuant to the *Excise Tax Act* (the "**Act**") by reason of the sale of the Property and all buildings, structures and improvements thereon, the Purchaser represents, warrants and agrees that:

- (i) It is purchasing the Purchased Assets as principal for its own account and same is not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person;
- (ii) It is registered under Subdivision (d) of Division V of Part IX of the *Act* for the collection and remittance of HST; its registration number is _____; and such registration is in good standing and has not been withdrawn or revoked and shall file returns and remit any HST owing on the sale to the Receiver General to the extent required by the *Act*;
- (iii) It shall be liable to and shall self-assess and remit to the appropriate governmental authority all HST which is payable under the *Act* in connection with the transfer of the Purchased Assets made pursuant to this Agreement of Purchase and Sale, all in accordance with the *Act*;
- (iv) It acknowledges that the Receiver is relying upon the accuracy of the above representations and warranties in not collecting HST and allowing the Purchaser to self-assess and remit HST to the Receiver General in accordance with the *Act*, and that such representation and warranties shall not merge on the closing of the transaction;
- (v) It shall indemnify and save harmless the Receiver from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Receiver as a result of any inaccuracy, misstatement or

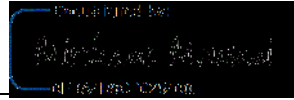
misrepresentation made in connection with any matter raised in this paragraph or contained in any declaration referred to herein; and

- (vi) If HST is payable in respect of this transaction in accordance with the Act, the undersigned, having paid or agreed to pay the consideration for the sale, is liable for payment of HST thereon.

The above warranties, certificates and agreements will survive the closing of this transaction and continue in full force and effect thereafter.

DATED this _____ day of _____, 2020.

Per: _____
 Name:
 Title:



I have the authority to bind the Corporation

EXHIBIT C
PERMITTED ENCUMBRANCES

1. The reservations, limitations, provisions and conditions expressed in the original grant from the Crown and all unregistered rights, interests and privileges in favour of the Crown under or pursuant to any applicable statute or regulation.
2. Any subdivision agreement, development agreement, servicing agreement, site plan agreement or any other agreement, document, regulation, subdivision control by-law or other instrument containing provisions relating to the Lands or the use, development, installation of services and utilities or the erection of buildings or other improvements in or on the Lands.
3. All easements, licenses, rights-of-way, watercourses and rights (and all reference plans with respect thereto), whether registered or unregistered, including without limitation those for access or for the installation and maintenance of public and private utilities and other services including without limitation, telephone lines, hydro-electric lines, gas mains, water mains, sewers and drainage and other services or for the maintenance, repair or replacement of any adjoining building or lands, including any cost sharing agreement relating thereto, or any right of re-entry reserved by a predecessor in title.
4. Any restrictive covenants and building restrictions affecting the Lands.
5. Any defects of title or encroachments by or onto the Lands, whether by gardens, fences, trees, buildings, foundations, or other structures or things, which may be revealed by any survey or reference plan of the Lands, whether now in existence or not.
6. Utility agreements, and other similar agreements with Authorities or private or public utilities affecting the Lands.
7. Liens for taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent.
8. Undetermined, inchoate or statutory liens and charges (including, without limitation, the liens of public utilities, workers, suppliers of materials, contractors, subcontractors, architects and unpaid Receivers of moveable property) incidental to any current operations of the Lands which have not been filed pursuant to any legal requirement or which relate to obligations not yet due or delinquent.
9. Zoning restrictions, restrictions on the use of the Lands or minor irregularities in title thereto.
10. The reservations, limitations, conditions and exceptions to title set out in the *Land Titles Act (Ontario)*.
11. Instrument No. 66BA379
12. Instrument No. 66R17037

13. Instrument No. A996558
14. Instrument No. AT4649388
15. Instrument No. C387561
16. Instrument No. C544802
17. Instrument No. C548972
18. Instrument No. C628541
19. Instrument No. C742328
20. Instrument No. C742337
21. Instrument No. C991121
22. Instrument No. C991122
23. Instrument No. C991123
24. Instrument No. E285156
25. S/T A ROW OVER THE NLY 1 FT IN PERPENDICULAR WIDTH OF THE LAND HEREIN DESCRIBED BY A LIKE DEPTH. SAID TWO RIGHTS OF WAY TO FORM A COMMON SIDE ENTRANCE FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS FROM TIME TO TIME ON EITHER SIDE THEREOF [as set out in the legal description of PIN 10399-0080]
26. S/T A ROW OVER THE SLY 1 FT IN PERPENDICULAR WIDTH OF THIS LAND BY A LIKE DEPTH, SAID TWO RIGHTS OF WAY TO FORM A COMMON SIDE ENTRANCE FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS FROM TIME TO TIME ON EITHER SIDE THEREOF [as set out in the legal description of PIN 10399-0079]

EXHIBIT D
LEGAL DESCRIPTION

PIN 10399-0074

PCL 168-1 SEC M439; PT LT 168 PL M439 EAST YORK COMM AT A POINT IN THE N LIMIT OF MORTIMER AV DISTANT WLY THEREON 26 FT 9 INCHES FROM THE SE ANGLE OF SAID LT 168; THENCE NLY TO THE S END OF THE CENTRE LINE OF PARTY WALL BTN THE HOUSE ON THE LAND NOW BEING DESCRIBED AND THE HOUSE ON THE LAND TO THE W THEREOF, AND CONTINUING NLY TO THE N END THEREOF AND CONTINUING STILL NLY IN A STRAIGHT LINE IN ALL 109 FT 3 INCHES MORE OR LESS TO A POINT IN THE W LIMIT OF SAID LT 168 DISTANT SLY THEREON 24 FT 11 1/2 INCHES FROM THE NW ANGLE OF SAID LT 168; THENCE NLY ALONG THE W LIMIT OF SAID LT 168 TO THE NW ANGLE THEREOF; THENCE ELY ALONG THE N LIMIT OF SAID LT 168 TO THE NE ANGLE THEREOF; THENCE SLY ALONG THE E LIMIT OF SAID LT 168 TO THE SE ANGLE THEREOF; THENCE WLY ALONG THE N LIMIT OF MORTIMER AV 26 FT 9 INCHES TO THE POINT OF COMMENCEMENT; TORONTO , CITY OF TORONTO

PIN 10399-0076

PCL 2-2 SEC M439; PT LT 2 E/S BROADVIEW AV PL M439 EAST YORK PTS 1, 2, 3, 4 66R17037; T/W ROW OVER THE HEREINAFTER DESCRIBED DRIVEWAY, WHICH SAID DRIVEWAY IS FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THE HOUSE AND STORE PREMISES SITUATE ON LTS 2, 3, 4, & THE WESTERLY PORTION OF LT 168 PL M439 COMM AT A POINT IN THE N LIMIT OF MORTIMER AV DISTANT WLY THEREON 47 FT FROM THE SE ANGLE OF LT 168; THENCE NLY IN A STRAIGHT LINE PARALLEL WITH THE E LIMIT OF LT 168 A DISTANCE OF 81 FT 10 INCHES; THENCE WLY PARALLEL WITH THE N LIMIT OF MORTIMER AV 9 FT; THENCE SLY IN A STRAIGHT LINE TO A POINT IN THE N LIMIT OF MORTIMER AV DISTANT WLY THEREON 56 FT FROM THE SE ANGLE OF SAID LT 168; THENCE ELY ALONG THE N LIMIT OF MORTIMER AV 9 FT MORE OR LESS TO THE POB; T/W PT LT 2 PL M 439, PT 7 66R17037, AS IN C991121; S/T PT 3 66R17037 AS IN C991122; S/T PTS 2, 3, 4 66R17037 AS IN C991123; T/W PTS 10, 12, 14, 16 66R17037 AS IN E285156; TORONTO , CITY OF TORONTO

PIN 10399-0077

PCL 2-1 SEC M439; PT LT 2 E/S DON MILLS RD PL M439 EAST YORK PTS 5, 6, 7, 8, 9 66R17037; T/W A ROW OVER SO MUCH OF THE HEREINAFTER DESCRIBED DRIVEWAY AS IS NOT INCLUDED WITHIN THE LIMITS OF THESE LANDS; S/T A ROW OVER SO MUCH OF THE HEREINAFTER DESCRIBED DRIVEWAY AS IS INCLUDED WITHIN THE LIMITS OF THESE LANDS AND WHICH SAID DRIVEWAY IS FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS, FROM TIME TO TIME, OF THE HOUSE AND STORE PREMISES SITUATE ON LTS 2, 3, AND 4 AND THE WLY PORTION OF LT 168 ON SAID PLAN AND IS DESCRIBED AS COMM AT A POINT IN THE N LIMIT OF MORTIMER AV DISTANT 47 FT WLY THEREON FROM

THE SE ANGLE OF SAID LT 168; THENCE NLY IN A STRAIGHT LINE PARALLEL TO THE E LIMIT OF SAID LT 168, 81 FT 10 INCHES; THENCE WLY PARALLEL WITH THE N LIMIT OF MORTIMER AV 9 FT; THENCE SLY IN A STRAIGHT LINE TO A POINT IN THE NLY LIMIT OF MORTIMER AV, DISTANT 56 FT WLY THEREON FROM THE SE ANGLE OF SAID LT 168; THENCE ELY ALONG THE N LIMIT OF MORTIMER AV 9 FT TO THE POB; S/T PT 7 66R17037 AS IN C991121; T/W PT LT 2 PL M439 OVER PT 3 66R17037, AS IN C991122 (S/T C544802, C628541); T/W PT LT 2 PL M439 OVER PTS 2, 3, 4 66R17037, AS IN C991123 (S/T C544802, C628541); S/T PTS 6, 7, 8, 9 66R17037, AS IN C991124; T/W PTS 10, 12, 14, 16 66R17037, AS IN E285156; TORONTO , CITY OF TORONTO

PIN 10399-0078

PCL 2-4 SEC M439; PT LT 2 E/S BROADVIEW AV PL M439 EAST YORK; PT LT 3 E/S BROADVIEW AV PL M439 EAST YORK ; THE WLY BOUNDARY OF THESE LANDS IS CONFIRMED BY BA PLAN 379, REGISTERED IN THIS OFFICE AS D163; T/W PT LT 2 PL M439 OVER PTS 6, 7, 8, 9 66R17037, AS IN C991124 (S/T C544802, C628541); S/T PT 10 66R17037, AS IN E285156; CITY OF TORONTO

PIN 10399-0079

PCL 3-1 SEC M439; PT LT 3 E/S BROADVIEW AV PL M439 EAST YORK; PT LT 4 E/S BROADVIEW AV PL M439 EAST YORK COMM AT A POINT IN THE E LIMIT OF BROADVIEW AV DISTANT SLY THEREON 17 FT 8 INCHES FROM THE NW ANGLE OF LT 3; THENCE ELY TO THE W END OF THE CENTRE LINE OF PARTY WALL BTN THE HOUSE ON THE LAND NOW BEING DESCRIBED AND THE HOUSE ON THE LAND TO THE N THEREOF AND CONTINUING ELY ALONG SAID CENTRE LINE TO THE E END THEREOF AND CONTINUING STILL ELY IN A STRAIGHT LINE IN ALL 108 FT 9 INCHES MORE OR LESS TO A POINT DISTANT 50 FT 8 INCHES NLY FROM THE N LIMIT OF MORTIMER AV ALONG A SAID LINE DRAWN PARALLEL WITH THE E LIMIT OF LT 168 ON SAID PL AND DISTANT WLY 49 FT AT RIGHT ANGLES THEREFROM; THENCE SLY PARALLEL WITH THE E LIMIT OF LT 168 A DISTANCE OF 18 FT 2 INCHES TO A POINT; THENCE WLY IN A STRAIGHT LINE 116 FT 2 INCHES MORE OR LESS TO A POINT IN THE E LIMIT OF BROADVIEW AV DISTANT NLY THEREON 2 FT 2 1/4 INCHES FROM THE SW ANGLE OF SAID LT 3; THENCE NLY ALONG THE E LIMIT OF BROADVIEW AV 16 FT 10 1/2 INCHES MORE OR LESS TO THE POB; T/W A ROW OVER THE NLY 1 FT IN PERPENDICULAR WIDTH OF THE LAND IMMEDIATELY ADJOINING TO THE S BY A DEPTH OF 60 FT ELY FROM THE E LIMIT OF BROADVIEW AV; S/T A ROW OVER THE SLY 1 FT IN PERPENDICULAR WIDTH OF THIS LAND BY A LIKE DEPTH, SAID TWO RIGHTS OF WAY TO FORM A COMMON SIDE ENTRANCE FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS FROM TIME TO TIME ON EITHER SIDE THEREOF; T/W PT LT 2 PL M439 OVER PTS 6, 7, 8, 9 66R17037, AS IN C991124 (S/T C544802, C628541); S/T PT 12 66R17037, AS IN E285156; TORONTO , CITY OF TORONTO

PIN 10399-0080

PCL 3-2 SEC M439; PT LT 3 PL M439 EAST YORK; PT LT 4 PL M439 EAST YORK COMM AT A POINT IN THE E LIMIT OF DON MILLS RD DISTANT SLY THEREON, 16 FT 3 3/4 INCHES FROM THE NW ANGLE OF SAID LT 4; THENCE ELY TO THE W END OF THE CENTRE LINE OF THE PARTY WALL BTN THE STORE ON THE LAND NOW BEING DESCRIBED AND THE STORE ON THE LAND TO THE S THEREOF, AND CONTINUING ELY ALONG SAID CENTRE LINE TO THE E END THEREOF AND CONTINUING STILL ELY IN A STRAIGHT LINE, IN ALL 124 FT 6 INCHES MORE OR LESS TO A POINT DISTANT 14 FT 6 1/2 INCHES NLY FROM THE N LIMIT OF MORTIMER AV ALONG A LINE DRAWN PARALLEL WITH THE E LIMIT OF LT 168 ON SAID PL M439 AND DISTANT WLY 49 FT AT RIGHT ANGLES THEREFROM; THENCE NLY PARALLEL WITH THE E LIMIT OF SAID LT 168, 17 FT 11 1/2 INCHES TO A POINT; THENCE WLY IN A STRAIGHT LINE, 116 FT 2 INCHES MORE OR LESS TO A POINT IN THE E LIMIT OF DON MILLS RD, DISTANT NLY THEREON 2 FT 2 1/4 INCHES FROM THE NW ANGLE OF SAID LT 4. THENCE SLY ALONG THE E LIMIT OF DON MILLS RD, 18 FT 6 INCHES MORE OR LESS TO THE POC; THE W LIMIT OF THESE LANDS IS CONFIRMED BY BA PL 379, REGISTERED IN THIS OFFICE AS D163. T/W A ROW OVER THE SLY 1 FT IN PERPENDICULAR WIDTH OF THE LAND IMMEDIATELY ADJOINING TO THE N BY A DEPTH OF 60 FT ELY FROM THE E LIMIT OF DON MILLS RD. S/T A ROW OVER THE NLY 1 FT IN PERPENDICULAR WIDTH OF THE LAND HEREIN DESCRIBED BY A LIKE DEPTH. SAID TWO RIGHTS OF WAY TO FORM A COMMON SIDE ENTRANCE FOR USE IN COMMON BY THE OWNERS AND OCCUPANTS FROM TIME TO TIME ON EITHER SIDE THEREOF. T/W PT LT 2 PL M439 OVER PTS 6, 7, 8, 9 66R17037, AS IN C991124 (S/T C544802, C628541); S/T PT 14 66R17037, AS IN E285156; TORONTO , CITY OF TORONTO

PIN 10399-0081

PCL 4-1 SEC M439; PT LT 4 E/S DON MILLS RD PL M439 EAST YORK; PT LT 168 N/S MORTIMER AV PL M439 EAST YORK COMM AT A POINT IN THE E LIMIT OF DON MILLS RD DISTANT SLY THEREON 16 FT 3 3/4 INCHES FROM THE NW ANGLE OF SAID LT 4 THENCE ELY TO THE W END OF THE CENTRE LINE OF PARTY WALL BTN THE STORE ON THE LAND HEREIN DESCRIBED AND THE STORE ON THE LAND TO THE N THEREOF AND CONTINUING ELY ALONG SAID CENTRE LINE TO THE E END THEREOF AND CONTINUING STILL ELY IN A STRAIGHT LINE IN ALL 124 FT 6 INCHES MORE OR LESS TO A POINT DISTANT 14 FT 6 1/2 INCHES NLY FROM THE N LIMIT OF MORTIMER AV ALONG A LINE DRAWN PARALLEL WITH THE E LIMIT OF LT 168 ON SAID PL M439, AND DISTANT WLY 49 FT AT RIGHT ANGLES THEREFROM; THENCE SLY PARALLEL WITH THE E LIMIT OF SAID LT 168, 14 FT 6 1/2 INCHES TO A POINT IN THE N LIMIT OF MORTIMER AV; THENCE WLY ALONG THE N LIMIT OF MORTIMER AV, 123 FT 5 INCHES MORE OR LESS TO THE SW ANGLE OF SAID LT 4; THENCE ALONG THE SW LIMIT OF SAID LT 4, TO THE W ANGLE THEREOF AND THE E LIMIT OF DON MILLS RD; THENCE NLY ALONG THE E LIMIT OF DON MILLS RD 10 FT 5 INCHES MORE OR LESS TO THE POC; T/W PT LT 2 PL M439 OVER PTS 6, 7, 8, 9 66R17037, AS IN C991124 (S/T C544802, C628541); S/T PT 16 66R17037, AS IN E285156; TORONTO , CITY OF TORONTO

PIN 10399-0082

- 4 -

PCL 2-3 SEC M439; PT LT 2 PL M439 EAST YORK; PT LT 3 PL M439 EAST YORK; PT LT 4 PL M439 EAST YORK; PT LT 168 PL M439 EAST YORK COMM AT A POINT IN THE N LIMIT OF MORTIMER AV DISTANT WLY THEREON 26 FT 9 INCHES FROM THE SE ANGLE OF LT 168; THENCE NLY TO THE S END OF THE CENTRE LINE OF PARTY WALL BTN THE HOUSE ON THIS LAND AND THE HOUSE ON THE LAND TO THE E THEREOF, AND CONTINUING NLY TO THE N END THEREOF AND CONTINUING STILL NLY IN A STRAIGHT LINE IN ALL A DISTANCE OF 109 FT 3 INCHES MORE OR LESS TO A POINT IN THE W LIMIT OF SAID LT DISTANT SLY THEREON 24 FT 11 1/2 INCHES FROM THE NW ANGLE OF SAID LT 168; THENCE SLY ALONG THE W LIMIT OF SAID LT 168 A DISTANCE OF 10 FT 10 1/2 INCHES MORE OR LESS TO THE NE ANGLE OF LT 2; THENCE WLY ALONG THE N LIMIT OF LT 2 A DISTANCE OF 19 FT 5 1/4 INCHES MORE OR LESS TO A POINT THEREIN DISTANT WLY 49 FT FROM THE E LIMIT OF SAID LT 168 AND AT RIGHT ANGLES THEREFROM; THENCE SLY IN A STRAIGHT LINE PARALLEL WITH THE E LIMIT OF SAID LT 168 AND DISTANT WLY 49 FT AT RIGHT ANGLES THEREFROM A DISTANCE OF 98 FT 10 3/4 INCHES MORE OR LESS TO A POINT IN THE N LIMIT OF MORTIMER AV; THENCE ELY ALONG THE N LIMIT OF MORTIMER AV 22 FT 3 INCHES MORE OR LESS TO THE POB; TORONTO , CITY OF TORONTO



Final Discharge Statement

Date: May 3, 2021

Via E-mail: dmichaud@robapp.com
JParisi@bdo.ca

Attention: Dominique Michaud
 Robins Appleby LLP
 Suite 2600, 120 Adelaide Street West
 Toronto, Ontario M5H 1T1

and

Josie Parisi
 BDO Canada Limited, Toronto Centre FRS
 20 Wellington E, Suite 500
 Toronto, Ontario M5E 1C5

Centurion Loan No: 203

Borrower: 1001 Broadview Avenue Inc.

Guarantor: Khashayar Khavari

Security Addresses: 995-1001, 1003 & 1005 Broadview Avenue, 2 & 4 Mortimer Ave., Toronto ON

Please be advised that the total amount due and payable to discharge this mortgage, as at May 31, 2021 is \$8,184,437.05 calculated as follows:

Loan 203A	Loan 203B (Receivership)		
Funding Date:	December 20, 2018	Funding Date:	October 6, 2020
Maturity Date:	January 1, 2020	Maturity Date:	Demand
Interest Rate:	PR + 5.05 / FI 9%	Interest Rate:	10% - Fixed Rate
L203A - Principal Balance as at May 1, 2021:		\$	7,108,972.30
L203B - Principal Balance as at May 1, 2021:		\$	50,000.00
L203A - Interest Accrued to May 30, 2021:		\$	1,021,856.89
L203B - Interest Accrued to May 30, 2021:		\$	3,357.86
Administrative Fee:		\$	250.00
Total Amount Due (by 1:00 p.m. May 31, 2021):		\$	8,184,437.05

The Per Diem Interest charge is shown below (after 1:00 p.m.):

Loan 203A:	\$	1,960.03
Loan 203B:	\$	14.29
Total Per Diem:	\$	1,974.32

Certified Funds received after 1:00pm of the proposed discharge date will be subject to an additional daily interest charge of \$1,974.32, to the next business day.

Payment must be by way of wire (see wire instructions attached), by 1:00 p.m. on May 31, 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 until June 4, 2021, with applicable per diem and is subject to change if payment is not made by the proposed date of discharge.

Should the prime rate change prior to payout, then this statement maybe subject to change and 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, Mortgage Funding & Administration

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:	Beaver Creek Commercial Banking Centre 220 Commerce Valley Drive West, Unit 100, Markham, ON L3T 0A8
Bank ID:	004
Bank Transit:	10852
Bank Account:	10855366227
Swift Code:	TDOMCATTOR
Ref.:	CMCC - Loan #203 - Payout

Centurion Mortgage Capital Corporation Contacts:

Jean Maraj

Director, Mortgage Funding & Administration
T (416) 733-5600 ext. 320
F (416) 733-5619
E jmaraj@centurion.ca

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
E rbruce@centurion.ca

Centurion Mortgage Capital Corporation

25 Sheppard Avenue West, Suite 1800
Toronto, ON M2N 6S6

**Summary of Receipts and Disbursements
As at April 30, 2021**

Receipts:

Forfeited Deposit	\$ 890,000.00
Advance from secured creditor	50,000.00
Interest	248.34
Total Receipts	940,248.34

Disbursements:

Legal fees	103,242.12
Receivers fees and costs	63,911.75
Property taxes	22,042.02
HST paid	23,384.42
Security	6,980.35
Environmental survey	3,840.00
Insurance	2,257.20
Maintenance	2,024.80
Utilities	1,662.19
Miscellaneous	91.16
Bank charges	51.00
Total Disbursements	229,487.01

Net Receipts over disbursements	710,761.33
Distribution to secured creditor	646,831.89
Net receipts over disbursements	\$ 73,749.44

Court File No. CV-20-00643617-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

1001 BROADVIEW AVENUE INC.

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 Gilmore, dated July 21, 2020 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") of 1001 Broadview Avenue Inc.
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 26 February 2021 to 30 April 2021 in the amount of \$17,242.11 inclusive of HST of \$1,983.61 for the services set out in Exhibit "A".
- 6. 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)
 4th day of May 2021.)

T. Montasano

Commissioner for Taking Affidavits, etc)

J. Parisi

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

**Antonio Montasano, a Commissioner, etc.,
 Province of Ontario, for BDO Canada LLP
 and BDO Canada Limited, and
 their subsidiaries, associates and affiliates.
 Expires December 21, 2023.**

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

Josie Parisi

Sworn before me this 4th day of May 2021



A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Monteseano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2023.**



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

1001 Broadview Avenue Inc.
 c/o BDO Canada Limited
 20 Wellington Street East, Suite 500
 Toronto, ON
 M5E 1C5

Attention: Josie Parisi

Date	Invoice
3 May 2021	#CINV0-003

RE: 1001 BROADVIEW AVENUE INC. ("1001")

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 26 February 2021 to 30 April 2021 in connection with our Engagement as Receiver of the above-noted, as described below.

Our Fee	\$ 15,258.50
HST - 13.0% (#R101518124)	1,983.61
Total Due	<u>\$ 17,242.11</u>

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	28.10	495.00	13,909.50
G. Cerrato, Partner	0.50	495.00	247.50
A. Koroneos, Senior Manager	0.60	465.00	279.00
D. Zheng, Analyst	0.70	275.00	192.50
Administrative Support	3.60		630.00
TOTAL	<u>33.50</u>		<u>\$ 15,258.50</u>

Date	Professional	Description	Hrs.
26-Feb-21	Gary Cerrato	Second partner review of court report.	0.5
1-Mar-21	Josie Parisi	Review email from [REDACTED] and correspondence with D. Michaud regarding motion; make additional changes to court report.	0.8
2-Mar-21	Josie Parisi	Updating report; review correspondence with Robins Appleby regarding sales process.	0.9
3-Mar-21	Josie Parisi	Various correspondence with Robins Appleby regarding filing.	0.8
8-Mar-21	Josie Parisi	Telephone call with D. Lieberman.	0.3
10-Mar-21	Josie Parisi	Telephone call with Centurion and R&A regarding remarketing the property.	0.6
17-Mar-21	Josie Parisi	Review of various emails.	0.1
18-Mar-21	Josie Parisi	Review of correspondence from Discernment and provide comments to counsel.	0.4
19-Mar-21	Anna Koroneos	Review of purchaser correspondence for authenticity.	0.2
19-Mar-21	Josie Parisi	Correspondence with Robins Appleby regarding correspondence from the potential purchaser.	0.3
24-Mar-21	Josie Parisi	Correspondence with Robins Appleby regarding closing documents.	0.3
25-Mar-21	Anna Koroneos	Discussion on status of sale, price and proceeds with J. Parisi.	0.1
25-Mar-21	Doris Zheng	Prepare cheque requisition and correspondence re: same, review mail.	0.2
25-Mar-21	Josie Parisi	Review statement of adjustments and amendment to APS.	0.3
26-Mar-21	Josie Parisi	Telephone call with D. Lieberman, follow up on closing of the sale.	0.3
29-Mar-21	Anna Koroneos	Review of CRA and City of Toronto tax mail and instructions.	0.2
29-Mar-21	Josie Parisi	Telephone call with Robins Appleby and Centurion; review correspondence with CRA regarding bankruptcy of 1001 and request T. Montesano follow up with CRA.	0.6

Date	Professional	Description	Hrs.
30-Mar-21	Anna Koroneos	File update with J. Parisi.	0.1
30-Mar-21	Josie Parisi	Reviewing new listing agreement and execute; discussions with D. Michaud regarding call from a potential purchaser; telephone call with Avison.	0.8
31-Mar-21	Josie Parisi	Telephone call with D. Michaud regarding various emails from [REDACTED]; call with D. Lieberman regarding various issues; call with [REDACTED]. Review various emails; review offers received and provide comments to Centurion.	1.3
1-Apr-21	Josie Parisi	Correspondence with Avison regarding offer from [REDACTED].	0.4
2-Apr-21	Josie Parisi	Review of offer from [REDACTED]; correspondence with Robins Appleby and Centurion.	0.1
5-Apr-21	Josie Parisi	Prepare for call with Centurion; call with Centurion regarding offer from realtor; review correspondence from City of Toronto regarding property tax assessments.	0.7
6-Apr-21	Josie Parisi	Review correspondence from potential purchaser wanting to revive sale; call with D. Lieberman to discuss offers, review emails from Robins Appleby and Centurion regarding purchasers/offers.	0.7
7-Apr-21	Josie Parisi	Review correspondence and bank statement from potential purchasers; review emails from counsel regarding original purchaser.	0.2
8-Apr-21	Josie Parisi	Discussions with D. Michaud regarding offer from [REDACTED] and offer.	0.4
9-Apr-21	Doris Zheng	Review notice of re-assessment of property tax, call and correspondence re: property tax appeal.	0.3
9-Apr-21	Josie Parisi	Review APA with potential purchaser; discussions with D. Michaud regarding same; execute new agreement; review correspondence from City of Toronto regarding property tax reassessments.	0.9
12-Apr-21	Josie Parisi	Review various emails between Receiver's counsel and purchaser's counsel regarding deposits to be made and review changes to APS; correspondence with Avison regarding sale closing; review documents and emails from [REDACTED] and correspondence with Robins Appleby.	0.6

Date	Professional	Description	Hrs.
13-Apr-21	Josie Parisi	Telephone call with D. Michaud regarding Avison's commission; calls with City of Toronto regarding property taxes.	0.6
15-Apr-21	Josie Parisi	Telephone call with City of Toronto regarding waste on the property.	0.3
19-Apr-21	Josie Parisi	Correspondence with City of Toronto regarding Receiver's communication regarding cleanup of site during a stay at home order.	0.3
20-Apr-21	Josie Parisi	Telephone call with Avison regarding commission payment; call with D. Michaud regarding call from Avison.	0.3
21-Apr-21	Josie Parisi	Telephone call with Robins Appleby regarding commission issue; call with Avison to discuss commission; review draft amending agreement related to Commissions.	0.7
22-Apr-21	Josie Parisi	Correspondence with R&A regarding commission agreement.	0.1
26-Apr-21	Doris Zheng	Telephone call and correspondence re: property taxes.	0.2
26-Apr-21	Josie Parisi	Review property tax bills.	0.1
27-Apr-21	Josie Parisi	Telephone call with D. Lieberman regarding commission; Call with R&A regarding commission and court report; Commence preparing court report for sale approval motions.	1.4
29-Apr-21	Josie Parisi	Preparing 4th report of Receiver.	5.7
30-Apr-21	Josie Parisi	Review court materials and provide comments to counsel; prepare court report.	6.8

Court File No.: CV-20-00643617-00CL

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act and Section 243 of the *Bankruptcy and Insolvency Act*

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

-and-

1001 BROADVIEW AVENUE INC.

Respondent

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 of the properties municipally known as 995-1001, 1003 & 1005 Broadview Avenue, Toronto, Ontario and 2 & 4 Mortimer Avenue, Toronto, Ontario (collectively the "**Property**") and, as such, have knowledge of the matters contained in this Affidavit.

2. Pursuant to the Order of Justice Gilmore dated July 21, 2020, the Receiver was appointed as the Receiver of the Property (the "**Receivership Order**").

- 2 -

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 February 18, 2021 up to April 30, 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 \$30,490.50 plus disbursement of \$347.14 and applicable taxes of \$3,966.26 for an aggregate amount of \$34,803.90.

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 before me by videoconference by Irving Marks at the City of Toronto, in the Province of Ontario, before me on the 4th day of May, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:
Joseph Jamil

B3F38260A51D40F...

Commissioner for Taking Affidavits
(or as may be)

JOEY JAMIL

DocuSigned by:
Irving Marks

C5CB24A4335540C

IRVING MARKS

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF **IRVING MARKS**
SWORN BEFORE ME THIS 4TH DAY
OF MAY, 2021.

DocuSigned by:

Joseph Jamil

B3F39200A51D40F...

A Commissioner, Notary, Etc.

JOSEPH JAMIL



ROBINS APPLEBY
BARRISTERS + SOLICITORS

096

INVOICE

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

DATE: March 31, 2021
CLIENT No.: 7796
FILE No.: 2000500
INVOICE No.: 169685
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 1001 Broadview Avenue Inc.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
18-Feb-21	Emails from Lawrence Zimmerman with respect to status of transaction and extension;
19-Feb-21	Emails with Josie Parisi;
01-Mar-21	Teams meeting between Dom Michaud and Joey Jamil regarding Notice of Motion and draft Order; draft Notice of Motion; Engage file regarding motion to terminate Agreement of Purchase and Sale;
02-Mar-21	Draft Notice of Motion and draft Order for motion to terminate APS and forfeit deposit; teams conference between Dominique Michaud and Joey Jamil; conduct legal research regarding setting aside Court Orders; review Receiver's Third Report; Complete motion materials; telephone conference between Dominique Michaud and Tamara Ramsey;
03-Mar-21	Complete motion materials; telephone conference between Dominique Michaud and Nadia Campion regarding Guarantor involvement in project and sales process; Draft Notice of Motion and Order regarding motion to terminate Sale Agreement; review and revise the Receiver's Third Report; compile Motion Record for motion to terminate sale agreement; conduct legal research and draft Factum for motion to terminate sale agreement;
04-Mar-21	Review and revise Factum regarding termination of Agreement of Purchase and Sale and relief from forfeiture;



	Conduct legal research and draft Factum for motion to terminate sale agreement and email draft from Joey Jamil to Dominique Michaud; Teams meeting between Dominique Michaud and Joey Jamil regarding Factum;
05-Mar-21	Revise Factum for motion to terminate; conference between Dominique Michaud and Joey Jamil regarding Factum revisions;
	Complete motion materials; telephone conference between Dominique Michaud and Tamara Ramsey;
08-Mar-21	Revise draft Order; telephone conference with Bob Vavaroutsos regarding sale of property;
10-Mar-21	Telephone conference between Dominique Michaud and David Lieberman regarding sales process; telephone conference with client regarding sales process; prepare for motion to forfeit deposit;
11-Mar-21	Attend motion to terminate Agreement of Purchase and Sale; email correspondence regarding various distributions;
	Email documents from Joey Jamil to Justice Koehnen;
17-Mar-21	Telephone conferences with and email to Larry Zimmerman;
	Emails from Larry Zimmerman to Ladislav Kovac;
18-Mar-21	Email correspondence regarding requested extension of closing;
19-Mar-21	Various telephone conferences regarding extension of Agreement of Purchase and Sale;
22-Mar-21	Email correspondence regarding extension; review and revise draft Order;
	Email correspondence between Tamara Ramsey and Joey Jamil; telephone conference between Dominique Michaud and Joey Jamil regarding court attendance;
23-Mar-21	Attend hearing regarding consent Order;
	Emails between Ladislav Kovac and Larry Zimmerman with respect to amendment to closing date and purchase price; emails with Josie Parisi;
24-Mar-21	Prepare amending agreement; emails between Ladislav Kovac and Larry Zimmerman;



25-Mar-21	<p>Correspondence regarding amendments required to adjustments for revised closing date of March 26, 2021; make revisions to statement of adjustments and forwarding same to purchaser's lawyer and to BDO Canada; email and telephone conference with tax department to update status of taxes; telephone conference with Bailiff for amount outstanding for prior years' taxes relating to 1005 Broadview;</p> <p>Emails between Ladislav Kovac and Larry Zimmerman;</p>	
26-Mar-21	<p>Engage file regarding extension of closing issues;</p> <p>Emails and telephone conferences between Ladislav Kovac and Lawrence Zimmerman with respect to status of closing; emails between Ladislav Kovac, Josie Parisi and Dominique Michaud with respect to status of closing;</p>	
29-Mar-21	<p>Conference call regarding revised sales process;</p> <p>Emails between Ladislav Kovac and Amy Campus with respect to closing funds;</p>	
30-Mar-21	<p>Various telephone conferences regarding sales process;</p>	
31-Mar-21	<p>Various emails regarding sales process; telephone conference between Dominique Michaud and Larry Zimmerman regarding failed closing; review offer received from Old Stonehenge;</p>	
	OUR FEE	\$17,843.50
	DISBURSEMENTS	
	<i>* Indicates not subject to G.S.T./H.S.T.</i>	
	Notice of Motion/Motion Record	*320.00
	Total Disbursements	\$320.00
	<u>H.S.T. (13%)</u>	
	on \$17,843.50 Fees	2,319.66
	on \$0.00 Disbursements	0.00
	Total H.S.T.	\$2,319.66
	TOTAL FEES, DISBURSEMENTS and G.S.T./H.S.T.	<u>\$20,483.16</u>



ROBINS APPLEBY
BARRISTERS + SOLICITORS

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\6509088.1



ROBINS APPLEBY
BARRISTERS + SOLICITORS

101

INVOICE

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

DATE: April 30, 2021
CLIENT No.: 7796
FILE No.: 2000500
INVOICE No.: 169988
H.S.T. No.: 12139 1205 RT0001

Attention: Josie Parisi

RE: Receivership - 1001 Broadview Avenue Inc.	
	FOR ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including the following:
01-Apr-21	Telephone conference between Dominique Michaud and Bob Vavaroutsos regarding offers to purchase property;
02-Apr-21	Review offers to purchase the property; email correspondence regarding offers;
05-Apr-21	engage fiel regarding sales process; Review additional offer;
06-Apr-21	Various telephone conferences regarding sale of property;
07-Apr-21	Telephone conference between Dominique Michaud and purchaser's lawyer regarding assurance letter regarding ability to close; telephone conference between Dominique Michaud and Les Whittlin; email from Pam Bader to Dominique Michaud;
08-Apr-21	Email from Dominique Michaud to Nick Tyacke; telephone conference with Josie Parisi; telephone conference between Dominique Michaud and Nick Tyacke;
09-Apr-21	Emails and telephone conferences regarding sales negotiations; Amend Agreement of Purchase and Sale;
12-Apr-21	Complete sale negotiations; email correspondence regarding sale agreement; review letter from Tamara Ramsey regarding ability to close;



13-Apr-21	Email correspondence regarding sale approval motion; review various letters of intent regarding previous purchaser offer for the property; telephone conference between Dominique Michaud and David Lieberman regarding commission; review commission agreement regarding entitlement to commission in context of failed transaction;	
15-Apr-21	Telephone conference with Bob Vavaroutsos regarding status of sale and related commissions and timing of sale approval motion;	
20-Apr-21	Telephone conference with Josie Parisi regarding commission structure;	
21-Apr-21	Meeting between Dominique Michaud and Joey Jamil regarding sale approval motion and timeline to complete motion materials; conference call regarding revision of commission structure; telephone conference between Dominique Michaud and Bob Vavaroutsos; Prepare amendment to listing agreement; emails with Josie Parisi;	
22-Apr-21	Email from Dominique Michaud to David Lieberman regarding commission structure;	
27-Apr-21	Telephone conference between Dominique Michaud and Nick Tyacke regarding sale approval motion;	
30-Apr-21	Telephone conference between Dominique Michaud and Mike D'Arcy regarding sales process and security opinion; draft motion materials for sale approval motion; draft Orders for sale approval motion;	
	OUR FEE	\$12,647.00
	DISBURSEMENTS	
	<i>* Indicates not subject to G.S.T./H.S.T.</i>	
	Corporate Searches	*8.00
	Corporate Searches	19.14
	Total Disbursements	\$27.14
	<u>H.S.T. (13%)</u>	
	on \$12,647.00 Fees	1,644.11
	on \$19.14 Disbursements	2.49
	Total H.S.T.	\$1,646.60
	TOTAL FEES, DISBURSEMENTS and G.S.T./H.S.T.	<u>\$14,320.74</u>



ROBINS APPLEBY
BARRISTERS + SOLICITORS

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\6552592.1](#)

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF **IRVING MARKS**
SWORN BEFORE ME THIS 4TH DAY
OF MAY, 2021.

DocuSigned by:

Joseph Jamil

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A Commissioner, Notary, Etc.

JOSEPH JAMIL

**Fees and Disbursement Summary of Robins Appleby LLP for the period from February 18, 2021
up to April 30, 2021**

NAME	YEAR OF CALL	HOURLY RATE	TOTAL HOURS	TOTAL FEES BILLS
Dominique Michaud	2009	\$600.00	38.30	\$22,980.00
Ladislav Kovac	2014	\$455.00	6.3	\$2,866.50
Joseph Jamil	2018	\$310.00	14.4	\$4,464.00
Kimberly Lexovsky (Law Clerk)		\$300.00	0.6	\$180.00
SUBTOTAL FEES:				\$30,490.50
H.S.T. @13%				\$3,963.77
TOTAL FEES:				<u>\$34,454.27</u>

Disbursements	\$347.14
H.S.T. @13%	\$2.49
TOTAL DISBURSEMENTS:	<u>\$349.63</u>
TOTAL FEES, DISBURSEMENTS & H.ST.	<u>\$34,803.90</u>

**CENTURION MORTGAGE - and-
CAPITAL CORPORATION**

1001 BROADVIEW AVENUE INC.

Plaintiff

Respondent

Court File No.: CV-20-00643617-00CL

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act and Section 243 of the *Bankruptcy
and Insolvency Act*

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