

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

B E T W E E N:

EQUITABLE BANK

Applicant

and

JAMES GAULT HOLDINGS INC. and 1606077 ONTARIO INC.

Respondents

**MOTION RECORD
(RETURNABLE JANUARY 16, 2024)**

January 5, 2024

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Respondents

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(UPDATED JANUARY 4, 2024)**

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I N D E X

TAB	Description
1.	Notice of Motion, returnable January 16, 2024
2.	First Report of the Receiver, MNP Ltd., dated January 5, 2024
Appendices	
A.	Appointment Order dated August 8, 2023
B.	Endorsement of Justice Cavanagh dated August 8, 2023
C.	Colliers Appraisal of the Air and Below Ground Rights (Redacted)
D.	Summary and Marketing Proposals received from the Brokers (Redacted)
E.	Template Agreement of Purchase & Sale
F.	Form of Non-Disclosure Agreement
G.	Receiver's Interim Statement of Receipts and Disbursements
H.	Fee Affidavit of Deborah Hornbostel sworn January 4, 2024
I.	Fee Affidavit of Shallon Garrafa sworn January 3, 2024
3.	Draft Order

TAB 1

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

B E T W E E N:

EQUITABLE BANK

Applicant

and

JAMES GAULT HOLDINGS INC. and 1606077 ONTARIO INC.

Respondents

NOTICE OF MOTION

MNP Ltd., the court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties of James Gault Holdings Inc. (“**Gault**”) and 1606077 Ontario Inc. (“**160**” and collectively, with Gault, the “**Debtors**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act*, will make a Motion to the court on Tuesday, January 16, 2024 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1) because it is;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location: [Zoom link to be uploaded on Caselines.](#)

THE MOTION IS FOR

1. An Order substantially in the form at Tab “3” to the Motion Record, among other things:
 - (a) abridging the time for service of the Notice of Motion and the Motion Record and validating service so that the motion is properly returnable on January 16, 2024 and dispensing with the requirement for any further service thereof;
 - (b) approving the first report of the Receiver dated January 5, 2024 and the appendices thereto (the “**First Report**”) and the activities of the Receiver described therein;
 - (c) approving the sale process described in the First Report (the “**Sale Process**”), including the draft template Agreement of Purchase and Sale and draft Non-Disclosure Agreement attached as Appendices “E” and “F” to the First Report respectively;
 - (d) authorizing and directing the Receiver to execute a listing agreement (“**Listing Agreement**”) with Colliers International (“**Colliers**”) and directing the Receiver to take such steps as it deems necessary or advisable to carry out the terms of the Listing Agreement;
 - (e) authorizing and directing the Receiver to carry out the Sale Process and to take such steps and execute such documentation as the Receiver considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction under the Sale Process;

- (f) approving an increase to the borrowing limit of the Receiver to \$900,000 (from \$500,000)
- (g) approving the Receiver's Interim Statement of Receipts and Disbursements as at December 31, 2023;
- (h) approving the fees and disbursements of the Receiver and its legal counsel as detailed in the First Report and the fee affidavits appended thereto;
- (i) sealing the confidential appendices to the First Report; and
- (j) such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

Background of Receivership, Debtors and Real Property

- (a) By Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") August 8, 2023 (the "**Appointment Order**"), MNP Ltd. was appointed Receiver of the Debtors pursuant to section 243(1) of the BIA and section 101 of the *Courts of Justice Act*.
- (b) The Appointment Order was granted on an application commenced by the senior secured creditor of the Debtors, Equitable Bank ("**EQ Bank**").
- (c) The Debtors are both corporations incorporated pursuant to the laws of the Province of Ontario with registered head offices in Toronto, Ontario.

- (d) The Debtors' assets principally consist of the following three real estate parcels (collectively referred to as the "**Real Property**"):

Debtor	Property Address	Description of Real Property
Gault	301 Queen Street East, Toronto [PIN 21091-0080(LT)] (" 301 Queen ")	Vacant Residential Home and Commercial Office
160	305-311 Queen Street East, Toronto [PIN 21091-0081(LT)] (" 305-311 Queen ")	Event Centre and Office

- (e) The adjacent property to the east of the Real Property at 315-317 Queen Street East, Toronto has an existing church onsite (the "**Berkeley Church Property**"). The Berkeley Church Property is owned by 1175484 Ontario Inc. ("**117**") and was placed into receivership on the application of Toronto Dominion Bank pursuant to Order of Justice Steele dated July 31, 2023. The Receiver of 117 is msi Spergel Inc. ("**MSI**").
- (f) The Debtors ceased making monthly mortgage payments in February 2023 and as at April 20, 2023 the outstanding indebtedness of the Debtors to EQ Bank was \$21,674,000 with interest and other charges continuing to accrue.

Selection of Broker and Proposed Sales Process

- (g) The Receiver is authorized, pursuant to the Appointment Order, to market and sell any or all of the Real Property, and negotiate such terms and conditions of sale as the Receiver may deem appropriate.

- (h) The Receiver seeks the Court’s approval of a sale process (“**Sale Process**”) which shall be administered jointly with MSI given the potential for a greater recovery for both the Real Property and the adjacent property located at 315-317 Queen Street East, Toronto (the “**Berkeley Church Property**”).
- (i) The Receiver has engaged in extensive discussions with MSI and has agreed to the terms of a joint marketing effort, which, subject to Court approval, will involve retaining Colliers as the listing broker on a Multiple Listing Service (“**MLS**”) listing.
- (j) In early September 2023, the Receiver sought marketing proposals from CBRE, Colliers and Avison Young, (collectively the “**Brokers**”).
- (k) The Receiver obtained marketing proposals from each of the Brokers, unredacted copies of which are included in Confidential Appendix “2” to the First Report.
- (l) The key terms of the proposed Sale Process are set out in the First Report.
- (m) The Receiver is satisfied that the proposed Sale Process is fair, reasonable, and in the best interests of the Debtors’ creditors and other stakeholders. Among other things, the Sale Process:
 - (i) maximizes the exposure and value of the Real Property by marketing it jointly with the Berkeley Church Property, both of which are located in a prime downtown Toronto area and have potential for redevelopment;

- (ii) allows the Receiver to solicit offers from a broad range of prospective purchasers, including developers, investors, and end-users, who may have different preferences and strategies for acquiring the properties.
 - (iii) provides flexibility and transparency for the purchasers, who can submit offers for either the Real Property or the Berkeley Church Property separately or both properties together, with their own allocation of the purchase price;
 - (iv) creates a competitive bidding environment, which may result in higher offers and better terms for the Receiver and the Debtors' creditors; and
 - (v) minimizes the risk of litigation and objections from the Debtors' creditors and other interested parties.
- (n) The Receiver also recommends the approval and authorization to enter into the Listing Agreement for the reasons detailed in the First Report.

Increased Borrowing Charge

- (o) In accordance with paragraph 21 of the Appointment Order, the Receiver has borrowed \$98,000 by way of Receiver's Certificates to date. The Receiver anticipates requiring an additional \$400,000 to advance the receivership in the manner described in the First Report, including carrying out the Sale Process.
- (p) It is prudent for the Receiver to have additional borrowing ability to address vicissitudes.

- (q) Accordingly, the Receiver is seeking an order increasing the Receiver's borrowing limit from \$500,000 to \$900,000, and confirming the Receiver's Borrowings Charge applies and extends to any increased borrowings of the Receiver.
- (r) The increased borrowing limit is necessary and appropriate for the proper administration and realization of the Debtors' assets, and is in the best interests of the Debtors' creditors and stakeholders.

Sealing Order

- (s) The Receiver is seeking an order from the Court sealing Confidential Appendices "1" and "2" to the First Report, respectively. The Confidential Appendices consists of (i) the unredacted valuation of the air and below ground rights and construction easements required for the current Development plans and (ii) the unredacted Marketing Proposals Summary and marketing proposals from each of the Brokers.
- (t) The Confidential Appendices contain information that is commercially sensitive and could affect the outcome of the Sale Process if disclosed to potential bidders or the public.
- (u) Redacted versions of these appendices are attached to this First Report and the only redactions contained therein relate to indications of value of the Real Property and proposed commission structures of the Brokers other than Colliers. The redactions align with the purpose of the Sale Process, are fair and reasonable in the circumstances, and will achieve the desired benefit of identifying the best possible

price for the Real Property without unduly impairing the openness of the Court's process.

Fee and Activity Approval

- (v) The Receiver seeks approval of its fees and activities and the fees of its legal counsel, Miller Thomson LLP, as further described and detailed in the First Report and the fee affidavits appended thereto.

Generally

- (w) The terms of the Appointment Order.
- (x) The reasons set out in the First Report.
- (y) The provisions of the BIA, including section 243.
- (z) The provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43.
- (aa) Rules 1.04, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
- (bb) Such further and other grounds as the lawyers may advise.

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

1. The Receiver's First Report dated January 5, 2024; and
2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

January 5, 2024

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TO: SERVICE LIST

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(UPDATED JANUARY 4, 2024)**

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EQUITABLE BANK
Applicant

and **JAMES GAULT HOLDINGS INC.** et al.
Respondents

Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Toronto

NOTICE OF MOTION
(Returnable January 16, 2024)

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TAB 2

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

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

BETWEEN

EQUITABLE BANK

Applicant

- and -

JAMES GAULT HOLDINGS INC. AND 1606077 ONTARIO INC.

Respondents

**FIRST REPORT OF MNP LTD. AS RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES
OF JAMES GAULT HOLDINGS INC. AND 1606077 ONTARIO INC.**

JANUARY 5, 2024

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APPENDICES

Appendix “A”	Appointment Order dated August 8, 2023
Appendix “B”	Endorsement of Justice Cavanagh dated August 8, 2023
Appendix “C”	Colliers Appraisal of the Air and Below Ground Rights (Redacted)
Appendix “D”	Summary and Marketing Proposals received from the Brokers (Redacted)
Appendix “E”	Template Agreement of Purchase & Sale
Appendix “F”	Form of Non-Disclosure Agreement
Appendix “G”	Receiver’s Interim Statement of Receipts and Disbursements
Appendix “H”	Fee Affidavit of Deborah Hornbostel sworn January 4, 2024
Appendix “I”	Fee Affidavit of Shallon Garrafa sworn January 3, 2024

CONFIDENTIAL APPENDICES

Confidential Appendix "1"

Colliers Appraisal of Air and Below Ground Rights

Confidential Appendix "2"

Summary and Marketing Proposals received from the Brokers

INTRODUCTION

1. By order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 8, 2023 (the “**Appointment Order**”), MNP Ltd. was appointed receiver (in such capacity, the “**Receiver**”), without security, of those assets, undertakings and properties of James Gault Holdings Inc. (“**Gault**”) and 1606077 Ontario Inc. (“**160**” and collectively, with Gault, the “**Debtors**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act*, as more particularly described in the Appointment Order. Attached hereto as **Appendix “A”** is a copy of the Appointment Order. Attached hereto as **Appendix “B”** is a copy of the Endorsement.

2. The Appointment Order was granted on an application commenced by Equitable Bank (“**EQ Bank**”) as the Debtors were in default of their secured obligations to EQ Bank. EQ Bank has advanced financing totaling \$20,580,000 to the Debtors, secured by a first-ranking mortgage on the Real Property (as described below), a first-ranking assignment of leases and rents, and a first-ranking charge on the Debtors’ personal property. The Receiver’s legal counsel, Miller Thomson LLP (“**MT**”) has delivered a security opinion, subject to appropriate qualifications, confirming the validity of the EQ Bank security.

3. The Debtors ceased making monthly mortgage payments in February 2023 and at April 20, 2023 the outstanding indebtedness of the Debtors to EQ Bank was \$21,674,000 with interest and other charges continuing to accrue.

4. The Debtors are both corporations incorporated pursuant to the laws of the Province of Ontario with registered head offices in Toronto, Ontario.

5. Doug Wheler is the sole officer and director of each of the Debtors, and the guarantor of the EQ Bank debt.

6. The Debtors' assets principally consist of the following three real estate parcels (collectively referred to as the "**Real Property**":

Debtor	Property Address	Description of Real Property
Gault	301 Queen Street East, Toronto [PIN 21091-0080(LT)] (" 301 Queen ")	Vacant Residential Home and Commercial Office
160	305-311 Queen Street East, Toronto [PIN 21091-0081(LT)] (" 305-311 Queen ")	Event Centre and Office

7. Copies of the parcel registers for 301 Queen and 305-311 Queen were included as Exhibits "B" and "C", respectively, to the Affidavit of Jackson Chau sworn June 6, 2023 (the "**Chau Affidavit**"), included in EQ Bank's application record dated June 12, 2023 (the "**Application Record**").

8. As of the date of the Appointment Order, the Debtors were in the process of developing the Real Property. On August 2, 2022 an Order (the "**Zoning By-Law Order**") was issued by the Ontario Land Tribunal ("**OLT**") approving a zoning by-law for the redevelopment of the Real Property to accommodate a 19-storey residential condominium development (the "**Development**"). The zoning permissions are not finalized to the point where construction can

immediately begin and a permit application can be sought. In order to obtain site plan approval certain actions must be undertaken, including, among others, execution of a Section 37 Agreement with the City of Toronto, registration on title to the entire Development site and satisfaction of conditions set out in the zoning by-law which contemplate transfer of easements with the property owners to the south of the Real Property and the cooperation of the adjacent property owner to the east of the Real Property.

9. The adjacent property to the east of the Real Property at 315-317 Queen Street East, Toronto has an existing church (the "**Berkeley Church**") onsite that is designated as a heritage site (the "**Berkeley Church Property**"). It is owned by 1175484 Ontario Inc. ("**117**") and was placed into receivership on the application of Toronto Dominion Bank pursuant to the Order of Justice Steele dated July 31, 2023. The Receiver of 117 is msi Spergel Inc. ("**MSI**"). Mr. Wheler is also the sole officer and director of 117.

10. The property to the south of the Real Property at 132 Berkeley Street, Toronto (the "**Concert Property**") is owned by Concert Real Estate Corporation and OPG132 Holdings Inc. (collectively "**Concert**") and known municipally as 132 Berkeley Street, Toronto. Should the Development continue in the manner contemplated, certain agreements between the Debtors and Concert would be required to be implemented along with transfers of easements.

11. The current design of the Development incorporates use of a portion of the eastern side of the Berkeley Church Property for a courtyard and a cantilevered portion of the building commencing approximately 6 meters above ground at the 8th floor and ending around the

eastern wall of the Berkley Church. A portion of the underground parking garage would also be located underneath the courtyard.

12. As Mr. Wheler previously controlled both the Debtors and 117, he had the capacity to allow for the use of the space of the Berkeley Church Property required for the current design; however, a severance had not been completed prior to the receivership appointments. As a result, completion of the current design for the Development will require that a purchaser acquire either the Berkeley Church Property or the above and below ground rights required for the existing design. Alternatively, a purchaser may choose to acquire just the Real Property and proceed with an alternative development plan that does not require the use of any portion of the Berkeley Church Property.

13. Prior to the Appointment Order, Mr. Wheler had listed the Real Property and the Berkeley Church Property for sale with Colliers International Realty Advisors Inc. ("**Colliers**").

14. The Application Record (including the Chau Affidavit), Appointment Order, Endorsement and all other publicly available information in these proceedings, have been posted to the Receiver's website (the "**Receiver's Website**"), which can be found at: <https://mnpdebt.ca/en/corporate/corporate-engagements/james-gault-holdings-inc-and-1606077-ontario-inc>.

PURPOSE OF THIS REPORT

15. The purpose of this first report of the Receiver (the “**First Report**”) is to:
- (a) report on the Receiver’s activities since the date of the Appointment Order (the “**Appointment Date**”);
 - (b) seek an Order from the Court approving the following:
 - (i) the Receiver’s proposed sale process to market and sell the Real Property, including the template Agreement of Purchase and Sale and form of Non-Disclosure Agreement;
 - (ii) authority to enter into the Listing Agreement (as defined below);
 - (iii) an increase in the borrowing limit of the Receiver to \$900,000 (from \$500,000);
 - (iv) the Receiver’s Interim Statement of Receipts and Disbursements as at December 31, 2023;
 - (v) this First Report and the actions of the Receiver described herein;
 - (vi) the fees and disbursements of the Receiver and the Receiver’s legal counsel, MT;
 - (vii) the sealing of the Confidential Appendices included in this Report; and,
 - (c) provide the Receiver’s recommendations with respect to the foregoing relief.

TERMS OF REFERENCE

16. In preparing this First Report, the Receiver has relied on unaudited financial and other information regarding the Debtors and the Real Property provided to it, including information (collectively the “**Information**”):

- (a) provided by EQ Bank and its legal counsel;
- (b) provided by MT;
- (c) provided by Doug Wheler;
- (d) provided by three (3) prominent commercial real estate brokerage firms (collectively, the “**Brokers**”), namely, CBRE Limited (“**CBRE**”), Colliers and Avison Young Commercial Real Estate Service, LP (“**Avison Young**”), each of which provided the Receiver with marketing and listing proposals for the Real Property;
- (e) provided by Colliers appraisal unit;
- (f) set out in the Chau Affidavit, filed in connection with the application for the Appointment Order;
- (g) provided by Canada Revenue Agency (“**CRA**”); and
- (h) as otherwise available to the Receiver and its counsel.

17. Except as described in this First Report, 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 the Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

18. All currency references are in Canadian Dollars unless otherwise specified.

ACTIVITIES OF THE RECEIVER SINCE THE APPOINTMENT DATE

Initial Activities

19. In addition to performing its statutory obligations under the BIA and taking the appropriate conservatory and protective measures, the Receiver carried out the following activities regarding the Real Property, including:

- (a) Immediately upon its appointment, took possession of the premises, changed the locks and arranged for ongoing pest control and security inspections.
- (b) Promptly met with Don Wong, the bookkeeper for the Debtors, to obtain access to the financial records of the Debtors. The Receiver was provided with minimal information which included utility, security and property tax information for the Debtors. The Receiver was provided access to the general ledger of the Debtors but upon review it determined that apart from a few accounts payable, the general ledger had not been updated since at least 2014 and was deemed totally unreliable. For example, the debt of EQ Bank was not recorded, while several other secured creditors who were not registered on title were recorded as liabilities.
- (c) Filed RC342 forms (i.e., Request by an Insolvency Practitioner for a Waiver of the Requirement to file Corporate Tax Returns) with the CRA with respect to unfiled corporate tax returns for the fiscal years commencing October 1, 2014 through to the date of the Appointment Order, culminating in the release of a pre-receivership HST refund.
- (d) Inspected the offices at 301 Berkeley noting that certain books and records found at the premises do not relate to the Debtors. Upon identifying that most of the records onsite relate to events held at the Berkeley Church or other

venues and businesses owned by Mr. Wheler, the Receiver confirmed with MSI, the receiver for the Berkeley Church, that it does not require any of those records and that they can be destroyed. On November 27, 2023 the Receiver's counsel had requested through Mr. Wheler's counsel to have Mr. Wheler advise the Receiver by December 14, 2023 as to whether or not it required any of the records or if it had any personal items within the premises for which it would be filing a claim. To date Mr. Wheler has not addressed this issue.

- (e) Promptly advised the Debtors' insurance broker of the Appointment Order and requested to be added on as loss payee and additional insured. The Receiver subsequently discovered that while there was a policy in force with Intact Insurance that was set to expire on December 24, 2023, the premium for the policy was based on all-inclusive coverage for several companies and properties owned by Mr. Wheler, including the Debtors and 117, which complicated matters. Furthermore, the policy contained a vacancy clause that effectively eliminated the insurance coverage for the Debtors' property. Accordingly, the Receiver obtained new coverage with another provider that specifically covered the vacant buildings.
- (f) Pursuant to its authority under the Appointment Order, the Receiver borrowed the amount of \$98,000 from EQ Bank via a Receiver's Certificate dated August 30, 2023 (the "**Receiver's Borrowing**") to fund the outstanding 2023 property taxes of approximately \$77,500 and the ongoing operating expenses of the Receiver and the Real Property.
- (g) Sought and obtained quotes for an appraisal of the air and below ground rights and related construction easements etc. with respect to the Development. The Receiver eventually engaged Colliers appraisal unit to undertake the appraisal on the strict undertaking by Colliers that the information contained in the appraisal would not be shared with anyone else within Colliers as the Receiver

wanted to ensure that the Colliers sales agents would not have access to that information. A copy of that appraisal is attached hereto as **Confidential Appendix "1"** and a redacted copy is attached as hereto as **Appendix "C"**.

- (h) Consulted MNP LLP's property tax specialist department to conduct a review of the property tax assessments for the Real Property, which revealed that the assessments for 160's properties appeared to be higher than expected. Accordingly, the Receiver has engaged MNP LLP to challenge the Current Value Assessments for the 2024-2025 assessment cycle. The engagements are based on a 35% contingency fee for the tax savings achieved and may be either cancelled upon the sale of the properties or assumed by the purchaser.
- (i) At the request of Doug Wheler, arranged a meeting with Doug Wheler, his legal counsel, and the Receiver's legal counsel on December 14, 2023. Just prior to the meeting time, Mr. Wheler's legal counsel advised that he could not attend and that the meeting should proceed without his attendance. On that date, the Receiver advised both Doug Wheler and his counsel that the Receiver intends to proceed with a motion to approve the Sale Process and has accordingly scheduled time with the Court on January 16, 2023; neither Doug Wheler nor his legal counsel objected to this date. While Mr. Wheler has indicated on subsequent occasions that he would deliver a proposal to pay out creditors, to date the Receiver has not received any such proposal.
- (j) Obtained an appraisal from Can-Am Appraiz of the removable assets located within or on the Real Property.
- (k) Obtained from MT (i) a comprehensive, 82-page security opinion and (ii) a detailed report concerning the development status of the Real Property which reflected the complex issues concerning the Real Property, as briefly summarized herein.

- (l) Arranged for the furnace to be repaired at 301 Queen.
- (m) Arranged for the return of third party assets located onsite upon receipt of proper documentation.

Real Property Development Related Issues

20. At the outset of the receivership, the Receiver had minimal information with respect to the status and details of the Development. The Receiver's initial information on the Development was obtained from the former listing agents at Colliers. The Receiver and/or MT subsequently met with former legal counsel for the Debtors, counsel for Concert and the City of Toronto and conducted additional research and investigation to gather pertinent information and to ascertain the status of agreements and future plans.

21. The Receiver eventually learned of the following salient facts:

- (a) The Real Property and the Berkeley Church Property (the "Site") was subject to the Zoning By-Law Order.
- (b) A portion of the Development's proposed 19-story building would cantilever eastward over the Berkeley Church Property and a portion of the underground parking garage would be located underneath the open courtyard between the proposed building and the Berkeley Church.
- (c) The applicable zoning by law requires, among other things, a new zoning by-law before a building permit can be issued and development construction can be commenced;
- (d) This zoning by-law specifies numerous conditions including updated functional service reporting, revised hydro-geological reporting, and a Section 37 Agreement

which contains numerous positive obligations, including the granting of an easement over the Real Property to the owner of the Concert Property for use of a truck turnaround bay. The by-law also prescribes specific limits on the maximum envelope of the new building and minimum requirements for, among other things, parking spaces and non-residential uses.

- (e) Importantly, the zoning by-law does not require the construction of the cantilevered portion of the building or the underground parking below the Real Property so long as the requirements of the by-law are met.

22. In light of the foregoing, the Receiver has determined that a potential purchaser could, subject to compliance with the zoning by-law and associated requirements, develop the Real Property without the Berkeley Church Property. However, in such circumstances, there are other issues and requirements which a potential purchaser will have to address, including:

- (a) the requirement that the truck turnaround bay must be granted as an easement to Concert;
- (b) the City of Toronto may require a conservation plan and Heritage Easement Agreement from the owner of the Berkeley Church Property; and
- (c) any other issues that arise from the settlement agreement among Gault, 117, 160, and Concert dated October 20, 2020 (the “**Concert Settlement Agreement**”).

23. The Receiver has consulted with the Brokers and has determined that there is sufficient market interest and demand for the Real Property as is, without the need to pursue the Development further. The Receiver therefore respectfully requests that the Court approve the sale process proposed by the Receiver, as detailed below, which will allow the Receiver to market and sell the Real Property as is, subject to the existing zoning by-law and the Zoning By-Law Order.

PROPOSED SALE PROCESS

Background on Sale Process

24. The Receiver is authorized, pursuant to the Appointment Order, to market and sell any or all of the Real Property, and negotiating such terms and conditions of sale as the Receiver may deem appropriate.

25. In early September 2023, the Receiver sought marketing proposals from CBRE, Colliers and Avison Young, (collectively the “**Brokers**”) each of whom is experienced in selling property similar to the Real Property and in the same market as the Real Property. The Receiver also requested the Brokers to include an expected selling price component within their marketing proposals.

26. It was the Receiver’s intention to consider a joint marketing proposal with MSI upon receipt of the marketing proposals; however, MSI wanted to obtain appraisals for the Berkeley Church Property before proceeding with marketing plans. The Receiver therefore waited to meet with MSI to discuss the marketing process for the Real Property. Following that meeting, the Receiver contacted each of the Brokers and asked them to reconsider the terms of their marketing proposals and valuations contained therein.

27. Each of the Brokers recommended marketing the Real Property jointly with the Berkeley Church Property, as an unpriced offering on MLS and with a sealed bid deadline of similar timelines. Accordingly, in selecting a Broker to represent it, the Receiver gave significant weight to the commission structure, MSI’s choice of Broker, and experience and knowledge of the Real

Property. The Receiver notes that EQ Bank was consulted on the selection of the listing agent and that MSI was also notified that Colliers had provided the appraisal to the Receiver.

28. The Receiver further consulted with MSI on the marketing process and eventually, along with the consent of EQ Bank, agreed upon the selection of Colliers as the listing agent for the Real Property, which coincided with MSI's selection for the Berkeley Church Property. It is contemplated that each receiver would enter into its own listing agreement with Colliers for its respective properties and that Colliers will market all properties at the same time with a bid deadline for offers and no listing price. Purchasers will have the option to purchase either the Real Property or the Berkeley Church Property separately or all properties at the same time along with an allocation for the various properties.

29. Attached as **Appendix "D"** is a redacted version of the Marketing Proposals Summary (redacted for references to the Brokers' compensation structure), and redacted versions of the Marketing Proposals (which have been redacted for any references to selling price, valuation, compensation, and challenges and concerns, as applicable). Attached as **Confidential Appendix "2"** is the unredacted version of Appendix "D".

30. Given the ongoing maintenance costs of the property of approximately \$5,000 per month, accruing EQ Bank interest charges of approximately \$180,000 per month on the Debtors' indebtedness, ongoing professional fees and other expenses, the Receiver is of the view that the Sale Process should commence immediately following Court approval.

Terms of Sale Process

31. The Receiver seeks the Court's approval for a sale process ("**Sale Process**") which shall be administered jointly with MSI given the potential for a greater recovery for both the Real Property and the Berkeley Church Property. The Receiver has engaged in extensive discussions with MSI and has agreed to the terms of a joint marketing effort, which will involve Colliers as the listing broker on a Multiple Listing Service ("**MLS**") listing.

32. The Receiver and MSI have agreed that, in accordance with the terms of the Sale Process as set out below, all offers received for each respective property shall be kept confidential and shall not be shared with the other receiver without prior written consent. Moreover, each receivership estate shall maintain its absolute discretion to accept an offer received, regardless of whether the offer is made to one or both receivership estates.

33. The Receiver has prepared a draft template form of Agreement of Purchase and Sale to be utilized in the Sale Process which was shared with MSI in order to maintain similar terms, conditions and definitions for each respective Sale Process. A copy of the draft template Agreement of Purchase and Sale is attached hereto as **Appendix "E"**. The Receiver has also prepared a template NDA, a copy of which is attached hereto in draft as **Appendix "F"**. These template documents may be subject to amendment and revision.

34. The principal elements of the proposed Sale Process are as follows:

- (a) As soon as possible following Court approval Colliers will list the Real Property and distribute marketing material to prospective purchasers, and invite prospective

purchasers to express their interest in making an offer pursuant to the terms of the Sale Process.

- (b) The listing will not specify an asking price.
- (c) Colliers will call for offer submissions approximately eight weeks following court approval of the process (the “**Bid Deadline**”) to ensure that all potential bidders have sufficient time to complete due diligence and financing arrangements, if necessary, by the Bid Deadline.
- (d) Upon execution of the NDA, the Receiver, in conjunction with Colliers, will determine if the potential bidder has a bona fide interest in pursuing a transaction and thus deem them a “**Qualified Bidder**”.
- (e) Colliers in conjunction with the Receiver will prepare a confidential information memorandum (“**CIM**”) which shall include information considered relevant to the Sale Process. The CIM shall be provided to Qualified Bidders.
- (f) The Receiver and Colliers will provide each Qualified Bidder access to a jointly maintained electronic data room (“**Data Room**”), which will be administered by Colliers. The Data Room shall include due diligence materials.
- (g) A binding agreement of purchase and sale, based on the template APS provided by the Receiver, must be submitted by the Qualified Bidder to Colliers in writing by the Bid Deadline.
- (h) The Receiver, in consultation with Colliers, may extend the Bid Deadline once. If the Bid Deadline is extended, Colliers will promptly notify all Qualified Bidders.
- (i) A binding Agreement of Purchase and Sale must:

- (i) include an offer to purchase the Real Property and/or the Berkeley Church Property on terms and conditions acceptable to the Receiver and delivered to the Receiver;
- (ii) be duly authorized and executed and include a purchase price for the property expressed in Canadian dollars, together with all exhibits, schedules and all applicable ancillary agreements thereto;
- (iii) include a letter of acknowledgment stating that the Qualified Bidder's offer is irrevocable and open for acceptance until a successful bidder is selected by the Receiver;
- (iv) be accompanied by written evidence of a firm, irrevocable commitment for financing or other evidence satisfactory to the Receiver, in its sole discretion, of the ability of the Qualified Bidder to consummate the proposed transaction and pay the proposed purchase price;
- (v) fully disclose the identity of each entity that will be bidding for the Real Property and/or Berkeley Church Property, or otherwise sponsoring, financing, participating, or benefiting from such bid;
- (vi) include an acknowledgment and/or representation from the Qualified Bidder that they (i) have had an opportunity to conduct any and all due diligence regarding the property prior to making their bid; (ii) have relied solely on their own independent review, investigation, and/or inspection of any documents in making their bid; and (iii) did not rely on any written or oral statements, representations, warranties, or guarantees whatsoever, regarding the property, the Debtors, or the completeness of any information provided in connection therewith;

- (vii) include evidence in form and substance satisfactory to the Receiver, of authorization and approval from the Qualified Bidder's board of directors (as applicable) with respect to the submission, execution and delivery of the Agreement of Purchase and Sale.
 - (viii) provide a non-refundable deposit in the amount of not less than ten percent (10%) of the purchase price offered by the Qualified Bidder;
 - (ix) be received by Colliers by the Bid Deadline; and
 - (x) contemplate closing the transaction set out within 20 Business Days of Court approval of the transaction.
- (j) Each binding and compliant Agreement of Purchase and Sale will be evaluated by the Receiver, and the Receiver may identify the highest bidder for the Real Property (the "**Successful Bid**"). If no binding Agreement of Purchase and Sale is identified that the Receiver is prepared to recommend to the Court for approval, the Receiver will report in the outcome of the Sale Process and provide its recommendation on next steps.
- (k) The Receiver shall have the right to enter into an exclusive transaction in respect of the Real Property outside of the Sale Process prior to the selection of the Successful Bidder.
- (l) The sale of the Real Property shall be on an "as is, where is" basis, without representations or warranties of any kind by the Receiver or any of its directors, officers, partners, employees, agents, advisors, or estates, except as may be set forth in a Successful Bid and approved by the Court.
- (m) The Receiver shall have the right to deny or limit any parties' access to confidential information at any time, if in the Receiver's view, in its sole discretion, a party is not likely to be serious about submitting a bid for the Real Property.

- (n) The Receiver shall not be under any obligation to accept the highest or best (or any) bid made, and any selection of the Successful Bid(s) shall be entirely in the discretion of the Receiver.
- (o) EQ Bank shall be entitled to submit a credit bid, provided that such credit bid is on terms and conditions acceptable to the Receiver.

Rationale for the Sale Process

35. The Receiver submits that the Sale Process is fair, reasonable, and in the best interests of the Debtors' creditors and its stakeholders. The Sale Process has the following advantages:
- (a) It maximizes the exposure and value of the Real Property by marketing it jointly with the Berkeley Church Property, which are both located in a prime downtown area and have potential for redevelopment.
 - (b) Despite being a relatively abridged process, the deadlines proposed in the Sale Process are reasonable in the circumstances.
 - (c) It allows the Receiver to solicit offers from a broad range of prospective purchasers, including developers, investors, and end-users, who may have different preferences and strategies for acquiring the properties.
 - (d) It provides flexibility and transparency for the purchasers, who can submit offers for either the Real Property or the Berkeley Church Property separately or both properties together, with their own allocation of the purchase price.
 - (e) It creates a competitive bidding environment, which may result in higher offers and better terms for the Receiver and the Debtors' creditors and stakeholders.

- (f) It minimizes the risk of litigation and objections from the Debtors' creditors and other interested parties, as the Sale Process is open, fair, and consistent with the Court's orders and the Receiver's mandate.

Rationale for the Retention of Colliers

36. The Receiver submits that the retention of Colliers as the listing agent for the Real Property is appropriate and beneficial for the following reasons:

- (a) Colliers is a reputable and experienced brokerage firm, with expertise in selling properties similar to the Real Property and in the same market as the Real Property.
- (b) Colliers has provided the Receiver with a comprehensive and realistic marketing proposal, which includes an expected selling price range, a marketing strategy, and a timeline for the Sale Process.
- (c) Colliers has agreed to a competitive commission structure, which is based on a percentage of the gross sale proceeds to a maximum amount and is contingent on the successful completion of the sale.
- (d) Colliers has the consent and support of EQ Bank, the first ranking secured creditor of the Debtors and MSI, who has a significant interest in the outcome of the sale.
- (e) Colliers has the cooperation and coordination of the MSI Receiver and its listing agent, who are also marketing the Berkeley Church Property and have agreed to share information and resources with Colliers.
- (f) Colliers has no conflict of interest or bias in relation to the sale of the Real Property, as the Colliers appraisal previously provided to the Receiver was not shared with the Colliers sales agents, was used for informational purposes only and did not influence the Receiver's decision to retain Colliers.

Conclusion

37. The Receiver respectfully requests that the Court approve the Sale Process and the retention of Colliers as the listing agent for the Real Property, as they are reasonable, prudent, and in the best interests of the Debtors' creditors and its stakeholders.

INCREASED BORROWING CHARGE

38. In accordance with paragraph 21 of the Appointment Order, the Receiver has borrowed \$98,000 by way of Receiver's Certificates to date, used to fund outstanding property taxes, insurance premiums, security, maintenance and utility charges relating to the Real Property. To date no professional fees have been paid. The Receiver anticipates requiring an additional \$400,000 to its borrowing limited to advance the receivership in the manner described in the First Report, including carrying out the Sale Process.

39. The Receiver is seeking an order increasing the Receiver's borrowing limit from \$500,000 to \$900,000, and confirming the Receiver's Borrowings Charge applies and extends to any increased borrowings of the Receiver.

40. The Receiver submits that the increased borrowing limit is necessary and appropriate for the proper administration and realization of the Debtors' assets, and is in the best interests of the Debtors' creditors and stakeholders.

APPROVAL OF SEALING ORDER

41. The Receiver is seeking an order from the Court sealing Confidential Appendices "1" and "2" which, respectively, consists of (i) the valuation of the air and below ground rights and

construction easements etc. required for the current Development plans and (ii) the unredacted Marketing Proposals Summary and Marketing Proposals. Unredacted versions of these appendices are attached to this First Report and the only redactions contained therein relate to indications of value of the Real Property and proposed commission structures of the Brokers other than Colliers.

42. The Receiver's reasons for seeking the sealing order are as follows:

- (a) The Confidential Appendices contain information that is commercially sensitive and could affect the outcome of the Sale Process if disclosed to potential bidders or the public. The Confidential Appendices reveal the estimated value of the Real Property and the construction easements, as well as the commission structures of the competing brokers. This information could influence the bidding strategies of the interested parties and reduce the competitiveness of the Sale Process. The Receiver has a duty to maximize the recovery for the stakeholders of the Real Property and to conduct the Sale Process in a fair and transparent manner. Sealing the Confidential Appendices would protect the integrity and the value of the Sale Process;
- (b) The Confidential Appendices contain information that is confidential and proprietary to the Broker and the other brokers who submitted marketing proposals. Sealing the Confidential Appendices would respect the confidentiality obligations of the Receiver and the privacy interests of the Broker and the other brokers.
- (c) The Confidential Appendices contain information that is not necessary for the Court to approve the Sale Process. The Receiver has provided the Court with a summary of the Confidential Appendices in the First Report, which outlines the key information and the rationale for selecting the Broker and the proposed Sale

Process. The Receiver submits that the summary is sufficient for the Court to assess the reasonableness and the appropriateness of the Sale Process and to exercise its discretion in granting the order sought by the Receiver. The Receiver is not seeking to withhold any information from the Court that is relevant or material to the Court's decision. Sealing the Confidential Appendices would not impair the openness or the accountability of the Court's process.

43. The Receiver is providing these Confidential Appendices to provide the Court with the benefit of the information in assisting with its determination of whether to approve the Sale Process. The Receiver requests that the Court seal the Confidential Appendices until the Sale Process is complete and subject to further order of the Court.

44. The Receiver is of the view that its approach aligns with the purpose of the sale process and the interests promoted thereby, is fair and reasonable in the circumstances, and will achieve the desired benefit without unduly impairing the openness of the Court's process.

SECURITY REVIEW

45. The following is a summary of the registrations against title to the Real Property based on Information available to the Receiver.

- (a) A charge/mortgage by Gault of the property legally described as denoted by PIN 21091-0080 (LT) in favour of EQ Bank and registered in the Land Registry Office for Toronto (No. 80) (the "LRO") against title to 301 Queen on June 7, 2022 as Instrument No. AT6100333;

- (b) A charge/mortgage by 160 of the property legally described as denoted by PIN 21091-0081 (LT) in favour of EQ Bank registered in the LRO against title to 305-311 Queen on June 30, 2022 as Instrument No. AT6120212;
- (c) An Assignment of Rents and Leases by Gault in favour of EQ Bank made June 6, 2022 registered in the LRO against title to 301 Queen by way of notice of assignment of rents – general on June 7, 2022 as Instrument No. AT6100334; and
- (d) An Assignment of Rents and Leases by 160 in favour of EQ Bank made June 6, 2022 registered in the LRO against title to 305-311 Queen by way of notice of assignment of rents – general on July 4, 2022, as Instrument No. AT6121857.

RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS

46. Attached hereto as **Appendix “G”** is a copy of the Receiver’s Interim Statement of Receipts and Disbursements as at December 31, 2023 (the “**SRD**”), indicating net receipts of \$8,755.45.

47. As mentioned earlier in this First Report, funding for the ongoing operating expenses of the Receiver was provided primarily pursuant to the Receiver’s Borrowing, which is reflected in the SRD. In addition, the Receiver obtained a refund from the CRA in the amount of \$20,713.41 with respect to a pre-receivership HST refund for Gault.

FEES AND DISBURSEMENTS

48. Attached hereto as **Appendix “H”** is the Fee Affidavit of Deborah Hornbostel, sworn January 4, 2024, which attaches a copy of the Receiver’s accounts pertaining to the receivership to and including November 30, 2023. In total, the Receiver has charged professional fees in the

amount of \$117,390.70 exclusive of HST of \$15,260.79. This represents a total of 186.8 hours at an average rate of \$628.43 per hour.

49. Attached hereto as **Appendix "I"** is the Fee Affidavit of Shallon Garrafa, sworn January 3, 2024, which attaches a copy of the accounts of MT, which reflects the services provided to the Receiver in the total amount of \$250,142.00 plus disbursements of \$1,264.51 and applicable taxes in the amount of \$32,682.85 for a total of \$284,067.19 to and including November 30, 2023.

50. The Receiver has reviewed the accounts of MT and given the Receiver's involvement in this matter, the Receiver is of the opinion that all the work set out in MT's accounts was carried out and was necessary. The hourly rates of the lawyers and clerks at MT who worked on this matter are reasonable considering the services required and the services were carried out by lawyers and clerks with the appropriate levels of experience.

RECOMMENDATION

51. For the reasons discussed in this First Report, the Receiver recommends that the Court grant the requested Order approving, *inter alia*, the Sale Process.

The Receiver respectfully submits to the Court this First Report, dated January 5, 2024.

**MNP Ltd, in its capacity as the
Court-appointed Receiver of
James Gault Holdings Inc. and 1606077 Ontario Inc.
and not in its personal or corporate capacity**



Per: _____
Deborah Hornbostel CPA, CA, CIRP, CFE, LIT
Senior Vice President

APPENDIX A



Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE CAVANAGH)
)
)
TUESDAY, THE 8TH
DAY OF AUGUST, 2023

EQUITABLE BANK

Applicant

- and -

JAMES GAULT HOLDINGS INC. and 1606077 ONTARIO INC.

Respondents

Application under 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

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of James Gault Holdings Inc. and 1606077 Ontario Inc. (individually "Gault" and "160 Inc" and together the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record dated June 9, 2023, including the affidavit of Jackson Chau sworn June 6, 2023 and the exhibits thereto, the Responding Application Record

of the Respondents dated July 13, 2023, including the affidavit of Douglas Wheler affirmed July 13, 2023 and the exhibits thereto, the Supplementary Motion Record of the Applicant dated July 31, 2023, the Affidavit of Cassandra Connell sworn August 3, 2023, and the facts of the parties, filed, and on hearing the submissions of counsel for those parties appearing, no one appearing for any other person although duly served as appears from the Lawyer's Certificates of Service of Wojtek Jaskiewicz dated June 12, 2023 and June 13, 2023, respectively, and on reading the consent of MNP Ltd. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Ltd. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

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

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

12. THIS COURT ORDERS that, without limiting the generality of the foregoing, no insurer providing insurance to the Debtors or their directors or officers shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any premiums, as would be paid in the normal course, in connection with the continuation or renewal of such insurance at current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

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

further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://mnpdebt.ca/en/corporate/corporate-engagements/James-Gault-Holdings-Inc-and-1606077-Ontario-Inc>.

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

GENERAL

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

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

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

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

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

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

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



Digitally signed by
Peter Cavanagh

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties of James Gault Holdings Inc. and 1606077 Ontario Inc. (together the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

MNP Ltd., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

and

Court File No./N° du dossier du greffe : CV-23-00700642-00CL
JAMES GAULI HOLDINGS INC. and 1000011
ONTARIO INC.
Respondents

Applicant

Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

WEIRFOULDS LLP
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto ON M5K 1B7

Wojtek Jaskiewicz
(LSO# 49809L)

Tel: (416) 365-1110

Lawyers for the Applicant, Equitable Bank

APPENDIX B



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00700642-00CL

DATE: 8 August 2023

NO. ON LIST: 3

TITLE OF PROCEEDING: **EQUITABLE BANK v. JAMES GAULT HOLDINGS INC. et al.**

BEFORE JUSTICE: **CAVANAGH**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Philip Cho	For the Applicant, Equitable Bank	pcho@weirfoulds.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Jeff Larry	For the Respondents, James Gault Holdings Inc. and 1606077 Ontario Inc.	jeff.larry@paliareroiland.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE P. CAVANAGH:

This is an application by Equitable Bank (“EQB”) to appoint a receiver over lands owned by the Respondents (the “Debtors”) pursuant to sections 243 of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

EQB is a secured creditor of the Debtors. EQB provided financing totaling \$20,580,000 to the Debtors. The Debtors provided security to EQB including a charge/mortgage registered against title to the properties in question (together, the “Property”). The Debtors have defaulted in their obligations to EQB and the default has continued since February 1, 2023. Although the Debtors had failed to pay taxes when due, these tax arrears have now been paid.

The Property is listed for sale. It has been listed for sale since at least August 2022. The Debtors have not been able to sell the Property. The Debtors submit, based on evidence of an appraisal, that EQB is well secured and that imposing a receiver into the existing sale process will only add cost without any benefit. The Debtors submit that they should be given additional time to enter into a binding agreement of purchase and sale for the Property and they submit that September 30, 2023, when the existing listing agreement expires, is a reasonable timeframe.

The Property has been listed for sale for many months while default in payment of the indebtedness owed to EQB has been continuing. I am not satisfied that a further delay until September 30, 2023 is justified in circumstances.

I am satisfied that it is just and convenient for a receiver to be appointed.

Order to issue in form of Order signed by me today.

APPENDIX C



Current Narrative Appraisal

Berkeley Church Courtyard

315-317 Queen Street East

Toronto, Ontario

Effective Date: October 2, 2023

Report Date: October 12, 2023

Prepared For

Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE

Senior Vice President

MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability

Prepared By

Samuel Linds, B.Comm, AACI, P.App, PLE

Executive Director

Valuation & Advisory Services



Our File: TOR231133

October 12, 2023

MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability
1 Adelaide Street East, Suite 1900
Toronto, ON M5C 2V9

**Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE
Senior Vice President**

Dear Ms. Hornbostel;

**Re: Appraisal of Berkeley Church Courtyard
315-317 Queen Street East, Toronto, Ontario**

In accordance with your request, we have inspected the above property and have carried out an Appraisal in order to estimate its current market value as is as at October 2, 2023. Based on our analysis, the current market value as is of the real estate interests described herein, as of October 2, 2023 is estimated to be:

Summary of Valuation Conclusion

Air Rights Fee Simple Interest

[REDACTED]

Subsurface Fee Simple Interest

[REDACTED]

Permanent Easement Interest

[REDACTED]

Temporary Easement Interest

[REDACTED]

Truck Access Easement Interest

[REDACTED]

Total Market Value (rounded)

[REDACTED]

The above value estimate is based on an exposure period of six to nine months, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions, Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.





This report describes the methods and approaches to value in support of the final conclusions and contains the pertinent data gathered in our investigation of the market.

Should you have any questions, we would be pleased to discuss the valuation further.

Yours very truly,

COLLIERS INTERNATIONAL REALTY ADVISORS INC.

A handwritten signature in black ink, appearing to read "S. Linds", written over a faint horizontal line.

Samuel Linds, B.Comm, AACI, P.App, PLE
Executive Director

A handwritten signature in black ink, appearing to read "M. Bruchkowsky", written over a faint horizontal line.

Matthew Bruchkowsky, AACI, P.App
Executive Vice President, Toronto

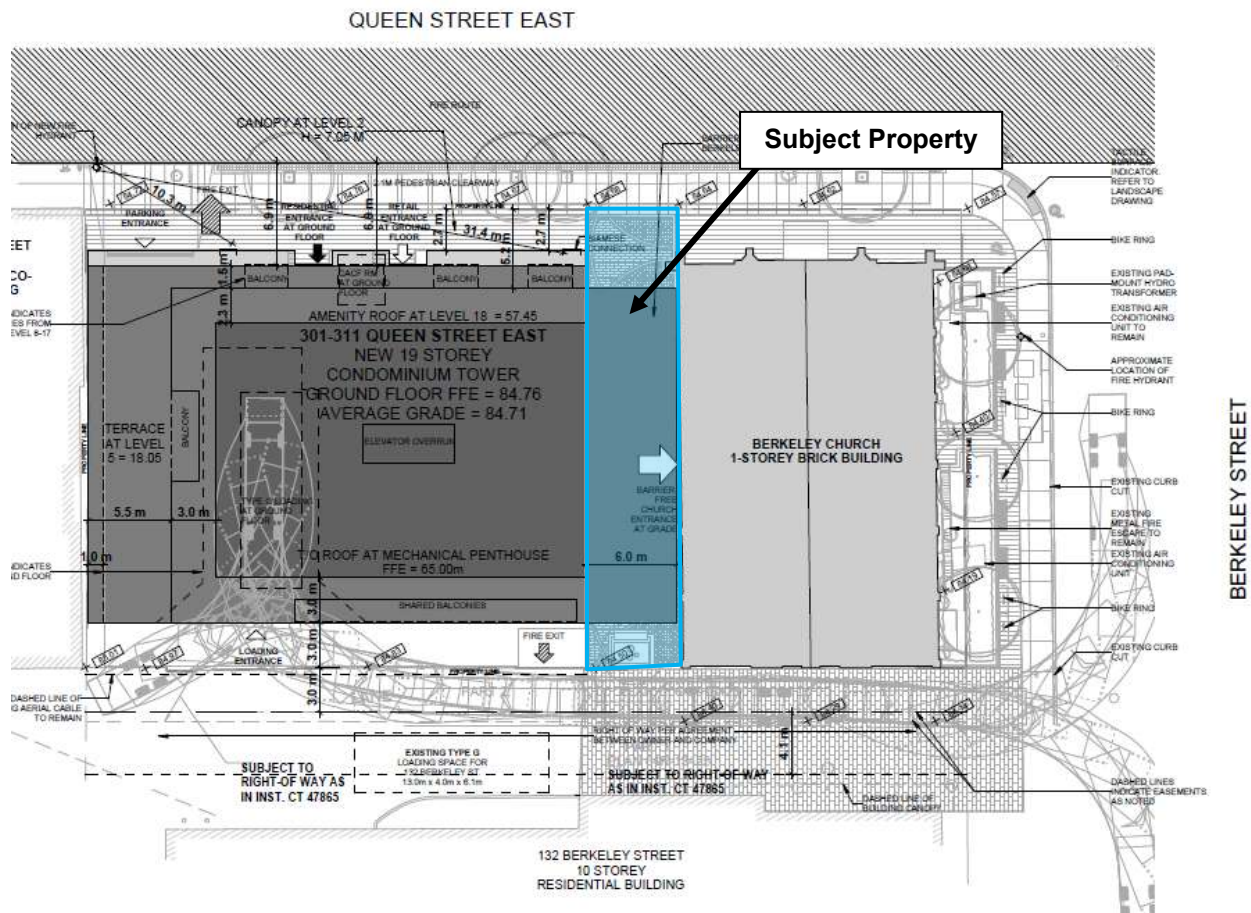
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Executive Summary

The Subject Property of this report is the Berkeley Church Courtyard, an estimated 1,970 square foot land area that forms part of a larger parcel located at 315-317 Queen Street East. The Subject Property is physically situated between the Berkeley Church event and media venue to the east (315-317 Queen Street East), and a mixed-use development assembly to the west (301-311 Queen Street East).

The larger parcel, and more specifically, the courtyard space, is the object of a development application with the assembly to the west, located at 301-311 Queen Street East. The development application, which has been approved at the OLT, incorporates both air rights and subsurface areas contained within the courtyard lands.



Source: Architectural Drawings, Issued for LPAT Hearing, October 9, 2010, Quadrangle Architects. Modified by Colliers.



PROPERTY INFORMATION

Property Name	Berkeley Church Courtyard
Address	315-317 Queen Street East
Nearest Major Intersection	Queen Street East and Berkeley Street
Purpose	Current Market Value As Is
Intended Use	Internal Purposes
Property Type	Land
Rights Appraised	Fee Simple
Effective Date	October 2, 2023
Site Area	Approximately 1,970 SF
Access	The Subject has a point of ingress/egress from Queen Street East and via the rear laneway accessible from Berkeley Street to the east.
Services	Full municipal services are available within the area surrounding the Subject property. For the purposes of this report it has been assumed that there is adequate capacity for full services to be provided to a development of the Subject.
Land Use Controls	
Official Plan	Regeneration Area
Zoning	CR (Commercial Residential)
Highest And Best Use	As further detailed herein, the Highest and Best Use of the Subject Property is a high-density mixed-use development in conjunction with the neighbouring parcel to the Subject's west, as per its OLT approved development proposal.

VALUATION CONCLUSIONS

Direct Comparison Approach	
Rate Per Buildable SF	██████

The above value estimate is based on an exposure period of six to nine months, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.



Direct Comparison Sales

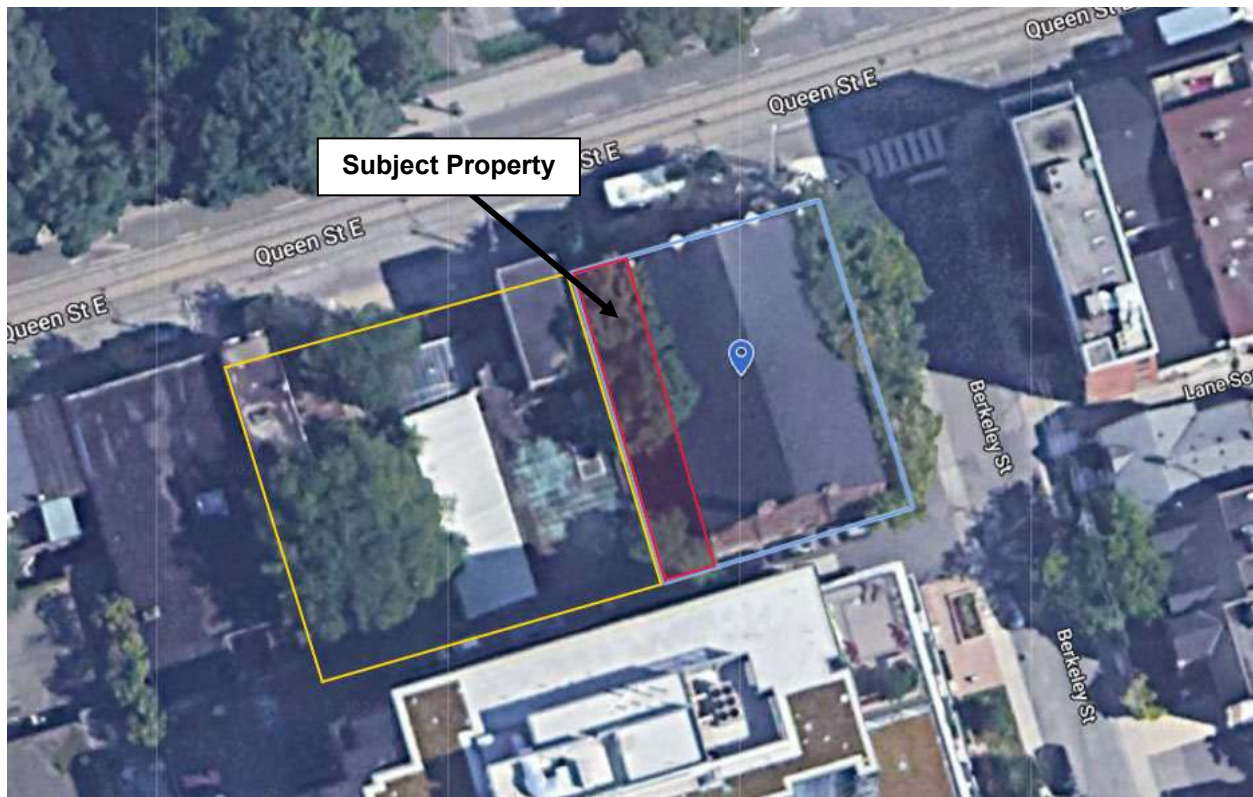
Index No.	Property Address City, Province	Site Area (Buildable SF) Official Plan Zoning	Sale Date Analysis Price Analysis Price / Buildable SF
1	276 & 290 Merton Street Toronto, ON	82,385 Mixed Use Areas CR - Commercial Residential	28-Jul-23 [REDACTED] [REDACTED]
2	130 - 134 Parliament Street & 529 Toronto, ON	324,256 Regeneration Areas CRE - Commercial Residential	10-May-22 [REDACTED] [REDACTED]
3	120 - 134 Sherbourne Street & 225 Toronto, ON	250,874 Regeneration Areas CR - Commercial Residential	20-Jul-21 [REDACTED] [REDACTED]
4	307 Sherbourne Street Toronto, ON	86,854 Mixed Use Areas CR 1.5 - Commercial Residential	12-Jul-21 [REDACTED] [REDACTED]
5	995 - 1005 Broadview Avenue & 2 - Toronto, ON	61,499 Mixed Use Areas and CR - Commercial Residential and	11-Jun-21 [REDACTED] [REDACTED]

Assignment Background

Context

The Subject Property of this report is the Berkeley Church Courtyard, an estimated 1,970 square foot land area that forms part of a larger parcel located at 315-317 Queen Street East, at the southwest corner of Queen Street East and Berkeley Street. The Subject Property is physically situated between the Berkeley Church event and media venue to the east (315-317 Queen Street East), and a mixed-use development assembly to the west (301-311 Queen Street East). The Subject site is improved with a courtyard consisting of brick pavers, concrete patio stones, metal shed, concrete planters, water feature, and wrought iron fence, with approximately 19.7 feet of frontage on Queen Street East and a depth of 100 feet.

Please refer to the following map for an outline of the Subject Property (outlined and highlighted in red), the larger parcel (outlined in blue), and the adjacent development assembly (outlined in yellow).



Source: GeoWarehouse. Modified by Colliers.

The Subject Property, the Berkeley Church site, and the neighbouring development assembly had an application for development submitted on May 25, 2016. In an OLT decision dated August 2, 2022, the development received a Site-Specific Zoning By-law Amendment to permit high density mixed-use development under Municipal By-law No. 1150-2022 (OLT). The approved development consists of 121,423 square feet of gross floor area (excluding the existing Berkeley Church building which will be maintained as-is), contained within a 19-storey residential building with ground floor retail use and second floor office use. The building will comprise 144 residential units, with a suite mix that includes 87 one-bedroom units, 37 two-bedroom units, and 20 three-bedroom units.

The planned development will be physically constructed atop the land area highlighted in yellow above, with a portion of the building cantilevered above the Subject Property. The planned development will also utilize the area below grade of the Subject Property. For the planned development to be constructed, the Subject Property will be required to be incorporated into the excavation of the entire development site (which will become the yellow and red areas outlined above) with the grade level area up to the bottom of the cantilevered building being returned for their full use to the Berkeley Church upon completion of construction.

The Subject is designated as 'Regeneration Area' in the City of Toronto Official Plan, 'Mixed Use Area 'D'' in the King-Parliament Secondary Plan, and zoned 'CR – Commercial Residential' under the City of Toronto Zoning by-law 569-2013.

Subject Property Interests

The Client has requested our opinion of the market value for each of the below interests at the Subject Property.

Air Rights Fee Simple Interest

This interest is required to accommodate the cantilevered portion of the adjacent development project. For the purposes of our analysis, it is assumed the cantilever will have the same footprint as the Subject's site area of 1,970 square feet. Based on a review of the Architectural Drawings provided by the Client, the cantilevered portion begins approximately 26.0 metres above grade, beginning on Floor 8 and continuing upwards to Floor 17 (10 floors in total). Overall, the stratified fee simple air rights parcel will have an estimated area of 1,970 square feet, beginning from 26.0 metres above grade and extending upwards to the sky.

Subsurface Fee Simple Interest

This interest is required to accommodate the underground parking component of the adjacent development project. For the purposes of our analysis, it is assumed the underground parking area will have the same footprint as the Subject's site area of 1,970 square feet. As per the Architectural Drawings, parking level one commences immediately below grade and extends downwards three levels. Overall, the stratified fee simple subsurface parcel will have an estimated area of 1,970 square feet, commencing immediately below grade and continuing down to the earth's centre.

Permanent Easement

The permanent easement is required to provide access for maintenance, repair and any additional support required to operate and maintain the adjacent development. For the purposes of our analysis, it is assumed the permanent easement area will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet) at ground level.

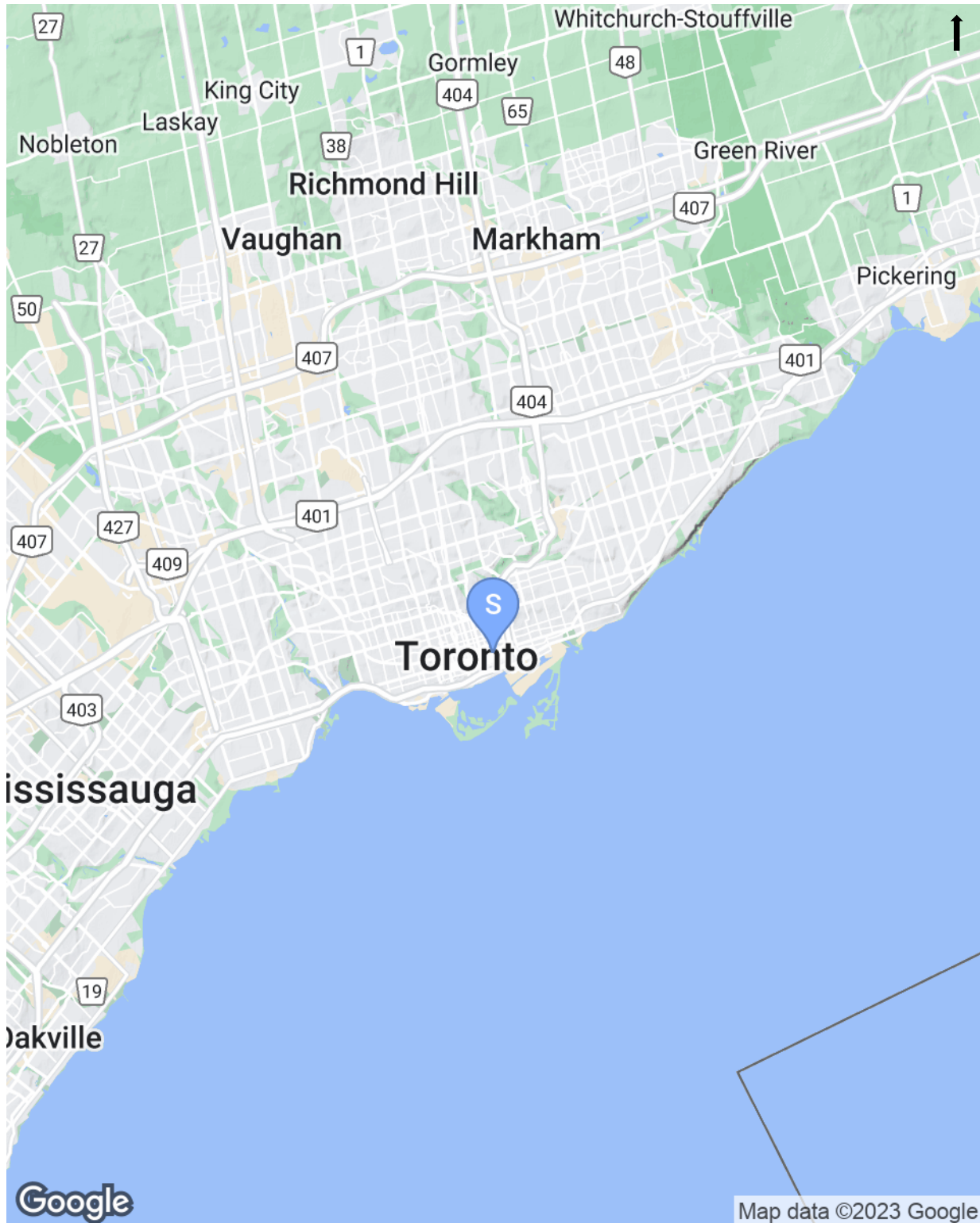
Temporary Construction Easement

The temporary construction easement is required for construction and staging for a period of 60 months (5 years). For the purposes of our analysis, it is assumed the temporary easement area will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet), beginning on Floor 1 and continuing upwards to Floor 7 (7 floors in total). This encumbered area represents the stratified portion of the Subject Property not acquired for the development, but is required for the construction of the development.

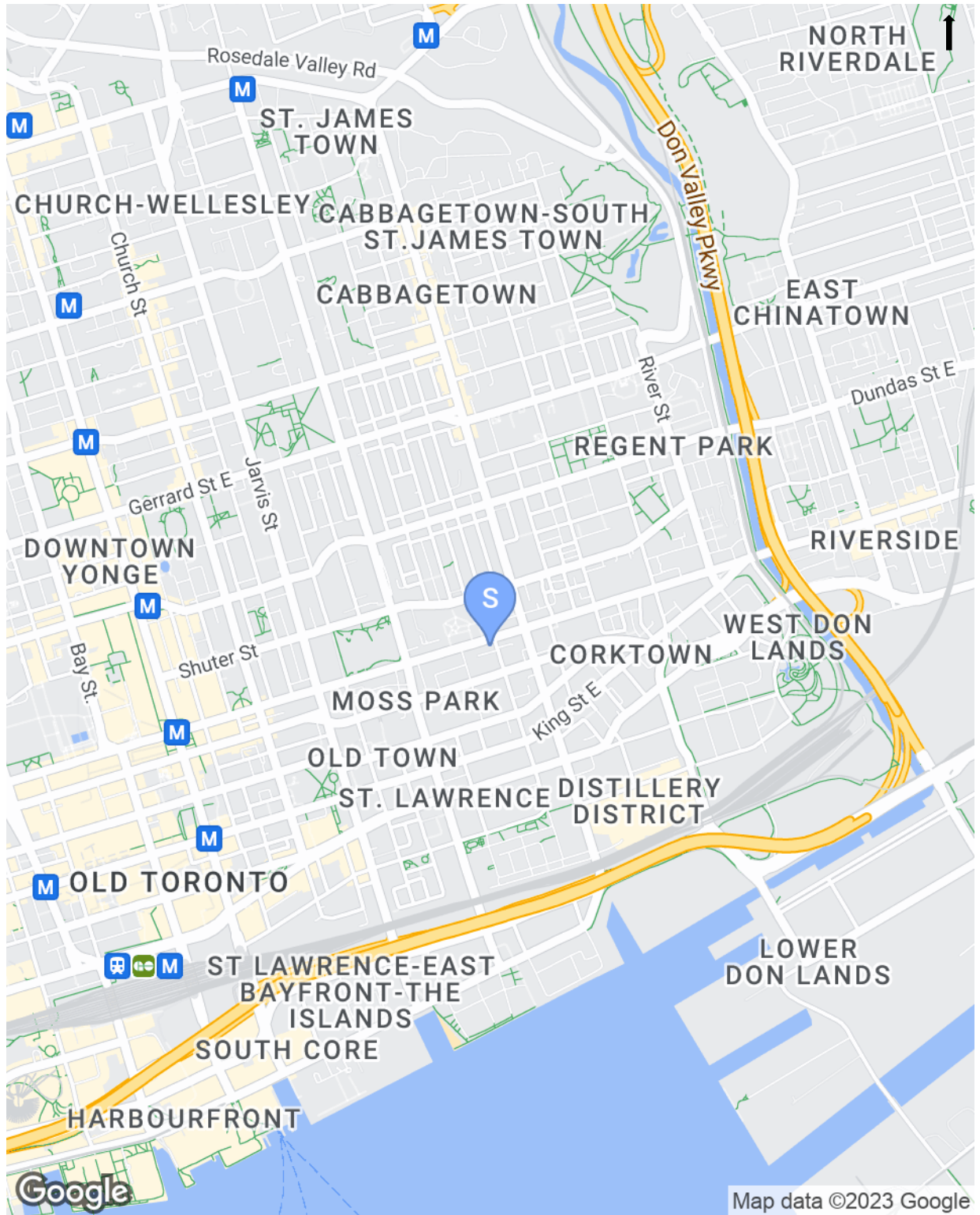
Truck Access Easement

The truck access easement is a permanent interest required for access to the truck turning bay located primarily on the adjacent development. The truck access easement will encumber an estimated area of 40 square feet, reportedly requiring 6.2 metres of area above grade level. For the purposes of our analysis, it is assumed the truck access easement area begins on Floor 1 and continues upwards to Floor 7 (7 floors in total), to the underside of the cantilever portion of the Subject development. .

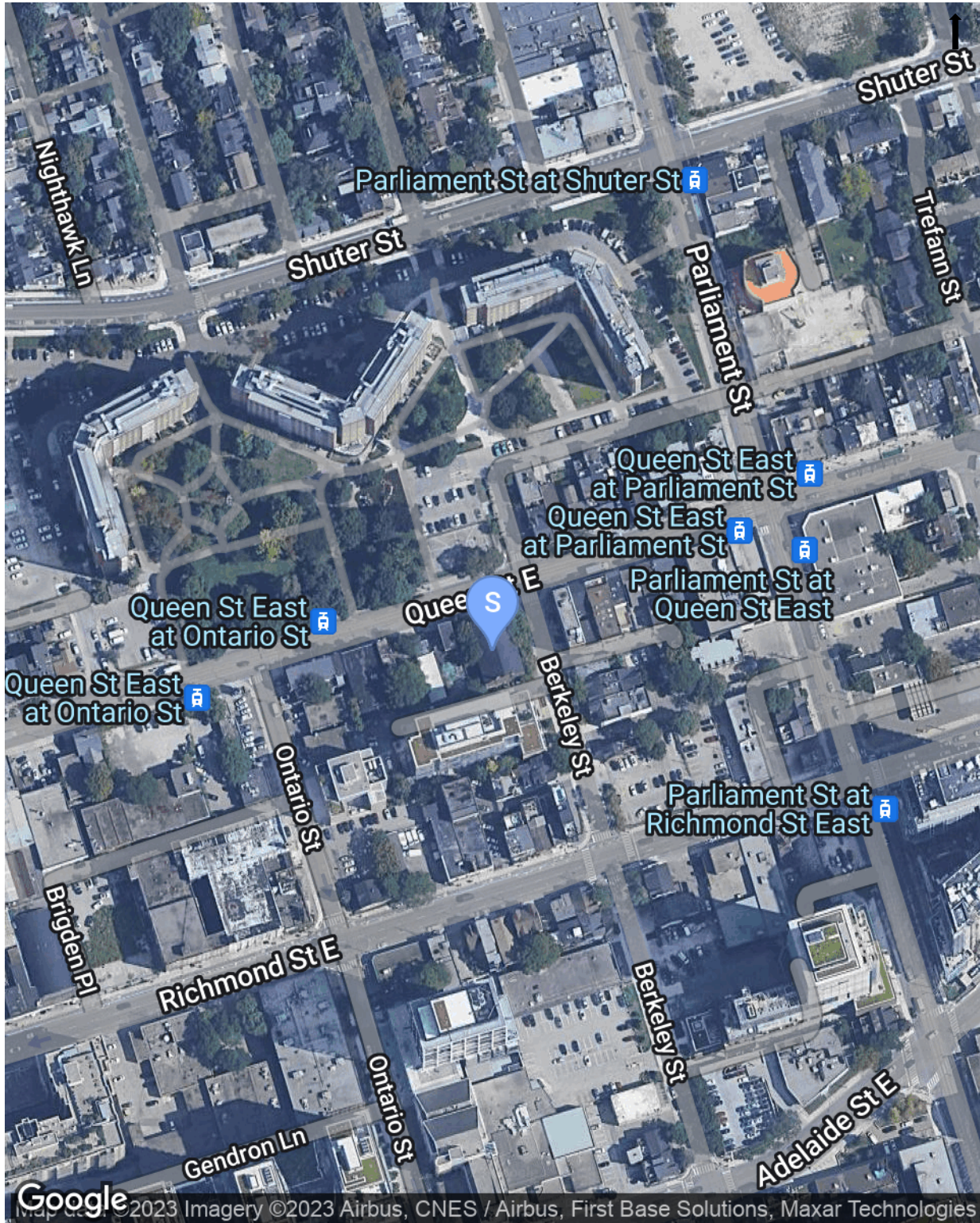
Regional Map



Location Map



Aerial Map



Photographs of Subject Property



Subject Property – North Elevation Along Queen Street East



View of Rear Laneway Looking West from Berkeley Street

Photographs of Subject Property (continued)



Adjacent Berkeley Church Event and Media Venue at 315-317 Queen Street East



Adjacent Development Assembly at 301-311 Queen Street East

Terms of Reference

Client and Intended User

MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability is the Client and the Intended User of this appraisal.

Purpose and Intended Use of Report

The purpose of this valuation is to estimate the current market value as is of the Subject Property described.

This appraisal is provided on a confidential basis and for the sole and exclusive use by MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability and any other Intended User specifically identified for internal purposes only, and any third party use of or reliance on this Appraisal Report or any materials prepared by Colliers International Realty Advisors Inc. (Colliers), is strictly prohibited, except to the extent that Colliers has provided prior permission in writing, such permission to be provided or withheld in Colliers' sole and exclusive discretion. In the event that Colliers has not provided said permission MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability shall ensure and be responsible for notifying the third party in writing that it should not rely on the Appraisal Report and any use by such third party of the Appraisal Report or any materials prepared by Colliers shall be at its own risk and that Colliers makes no representations or warranties of any kind. Notwithstanding anything to the contrary, Colliers shall not owe any duty to any third party with respect to the Appraisal Report.

Land value is subjective and includes many influencing factors including service availability, land entitlements, restricted development areas and other planning, heritage and built form restrictions. The value conclusion contained is predicated upon information sourced from municipal agents, brokers and developers in the market and is subject to Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

The appraisal report must be used in its entirety and any reliance on any portion of the appraisal report independent of others may lead to erroneous conclusions.

Property Rights

The property rights appraised are those of the Fee Simple Interest. The Fee Simple Interest refers to absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.

Effective Date

The effective date of this valuation is October 2, 2023.

This Appraisal Report is prepared in the context of the market conditions and other factors (including assumptions and/or materials provided by parties and sources outside of the control of Colliers) prevailing

as of the effective date. Real estate markets and assets are subject to significant volatility and change; and can be affected by numerous economic and political conditions as well as other conditions. The value contained (if any) in this Appraisal Report is made as of the effective date only and should not be relied on as of any other date without receiving prior written authorization from Colliers.

Property Inspection

The following table illustrates the Colliers professionals involved with this appraisal report, and their status with respect to the property inspection.

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Samuel Linds, B.Comm, AACI, P.App, PLE	Yes	Exterior Only	October 2, 2023
Matthew Bruchkowsky, AACI, P.App	Yes	Exterior Only	October 2, 2023
Braden Sentineal, AACI, P.App	No	-	-

Market Value Definition

For the purposes of this valuation, market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

(The Appraisal of Real Estate, Fourth Canadian Edition, ed. Dybvig, (University of British Columbia, Real Estate Division, 2023), p. 6.1-4)

Exposure Time

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is defined as:

"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. Exposure time is backward-looking."

(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2022 ed., p. 6)

Exposure Time is a retrospective function of asking price, property type, and past market conditions and encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Exposure time is a necessary element of a market value definition but is not a prediction of a specific date of sale.

In practice, the exposure time assumes the following:

- The property was extensively marketed. Potential purchasers could inspect the property at will.
- The owner provided interested agents with any and all relevant property information.
- Negotiations of any offers to purchase were performed in a timely manner.
- The property was maintained at a physical status equivalent to its present condition.
- Market level financing was readily available.
- The seller was not under duress.

Ongoing discussions with agents familiar with the market have indicated that properties like the Subject Property typically require a marketing period of six to nine months depending on a variety of factors

including its location, vacancy levels, tenant quality, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the Subject Property to sell at the market value estimated as of the effective date of this report, an exposure period of approximately six to nine months would be required.

Scope of the Valuation

This report has been written in a Narrative format and complies with the reporting requirements set forth under the Canadian Uniform Standards of Professional Appraisal Practice. As such, all relevant material is provided in this report including the discussion of appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses are retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated.

During the course of preparing this valuation, the following was completed:

- An inspection of the Subject Property and the surrounding area.
- A search of title was not conducted. Mortgages registered on title, if any, have not been examined. Investigation with respect to Subject title, encumbrances, and rights-of-way, which may or may not be registered on title have not been investigated, unless expressly noted herein. It is assumed that the Subject Property is not subject to unusual encumbrances or rights-of-way that would materially or adversely impact the market value of the property.
- Existing mortgage financing was not reviewed. The valuation herein assumed the Subject Property is free and clear of mortgage financing.
- A review of available data regarding local market conditions, local development trends, and prevailing land use development patterns.
- Verification of current land use and zoning regulations has been undertaken with reference to publicly available land use documents.
- Review of Ontario Land Tribunal (OLT) Decision issued on August 2, 2022, in OLT-22-003946, including Schedule A, which details the site-specific Zoning By-law Amendment.
- Municipal and neighbourhood information, including tax information, were sourced as noted below and verified where appropriate and possible.
- Site area and dimensions are from information obtained from Surveyor's RPR Reference No. 29-7A-City and Architectural Drawings provided by the Client. Should further confirmation of site size and dimensions be required, a legal survey should be commissioned.
- A review of sales and listing data on comparable properties has been undertaken. Comparable market information was obtained from our information database and local real estate professionals knowledgeable in the Toronto real estate market. It was confirmed, when appropriate, with public information retrieved from GeoWarehouse or the parties involved when there was reason to doubt its accuracy.
- Discussions have been held with market participants where applicable.

SOURCES OF INFORMATION

ITEM	SOURCE
Assessment / Tax Information	MPAC
Zoning Information	City of Toronto
Official Plan Information	City of Toronto
Site Size Information	Survey Plans, Architectural Drawings
Building Size Information	Architectural Drawings
Comparable Information	RealNet, UrbanNation, TREB MLS
Legal Description	GeoWarehouse

Ordinary Assumptions and Limiting Conditions

This report is subject to the Ordinary Assumptions and Limiting Conditions set forth within the Appendix to this appraisal in addition to any specific assumptions that may be stated in the body of the report. These conditions are critical to the value stated and should be thoroughly read and understood before any reliance on this report should be considered.

Extraordinary Limiting Conditions

An Extraordinary Limiting Condition refers to a necessary modification to, or exclusion of, a Standard Rule which may diminish the reliability of the report.

The following Extraordinary Limiting Conditions were invoked within this report:

As the Subject Property estimate of value herein is predicated on a future development of the site, excluding the existing improvements, an internal inspection of the property was not included.

Extraordinary Assumptions and Hypothetical Conditions

Hypothetical Conditions are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal or economic characteristics of the subject property or external conditions, and are imposed for purposes of reasonable analysis. An Extraordinary Assumption is an assumption, directly related to a specific assignment, which, if were not assumed to be true, could materially alter the opinions or conclusions. Extraordinary Assumptions presume uncertain information about or anticipated changes in: the physical, legal or economic characteristics of the subject property; or about: conditions external to the subject property such as market conditions or trends, or the integrity of data used in an analysis to be fact.

The following Extraordinary Assumptions and corresponding Hypothetical Conditions (if necessary) were invoked within this report:

It is assumed, for the purposes of this report that the Subject Property is not subject to any encumbrances or rights of way that would materially affect the impact of the marketability or market value of the subject property.

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty and any cost of remedy could potentially impact the reported value conclusion. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

We have been requested by the client to estimate the market value of the Subject Property on the basis that the exposure time and marketing period are both six to nine months. It is our opinion that the market exposure time and marketing period for the Subject Property ought to be twelve to eighteen months. For the purposes of this report, it is an extraordinary assumption that the property's exposure time and marketing period are condensed to six to nine months.

It is our understanding that the development of the neighbouring property in conjunction with the Subject Property of this report requires a Heritage Easement Agreement with the City of Toronto that will require refurbishment of the existing church building. We have not been provided with the estimated cost associated with this Heritage Easement Agreement and as a result, it is an extraordinary assumption and hypothetical condition of this report that there is no Heritage Easement Agreement requirement in order to proceed with the development.

We have not been provided actual measurements and/or area totals for the Subject Property and the various real estate interests that are the subject of this report. We have therefore relied upon dimensions estimated using the provided Architectural Drawings and the 'Measuring Tool' within Adobe Acrobat to determine dimensions and area totals. Should the actual areas differ materially from the estimates herein then the market value estimate should be revisited.

It is assumed, for the purposes of this report, that the Subject Property stratified interests can be severed and legally transferred to the neighbouring assembly at 301-311 Queen Street East to form part of and/or in support of the approved mixed-use development project described herein.

We have not contemplated the potential business losses resulting from the loss of the courtyard space as it relates to the Berkeley Church event and media venue to the east (315-317 Queen Street East). We have assumed that the easement interests described herein do not restrict the continued operation of the adjacent Berkeley Church.

Assemblage

When relevant to the assignment, CUSPAP requires that assemblage must be considered and analyzed as to the effect on value. In the subject instance, assemblage is considered to be a relevant factor, and the impact has been considered and analyzed within the valuation analyses contained herein. The Subject Property courtyard has been analyzed based on its contributory value to the neighbouring assembly at 301-311 Queen Street East.

Anticipated Public or Private Improvements

When relevant to the assignment, CUSPAP requires that anticipated public or private improvements must be considered and analyzed as to the effect on value. In the subject instance, public or private improvements are not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Personal Property

When relevant to the assignment, CUSPAP requires that personal property must be considered and analyzed as to the effect on value. In the subject instance, personal property is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Property Data

Municipal Address

The Subject Property forms part of a larger parcel municipally described as 315-317 Queen Street East, Toronto, Ontario.

Legal Description

The Subject Property larger parcel's legal description is as follows:

P.I.N.	Legal Description
210910082	PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212 TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910 CITY OF TORONTO

Current Ownership

Available data indicates the following ownership information:

REGISTERED OWNER	SOURCE OF TITLE INFORMATION
1175484 Ontario Inc.	GeoWarehouse

Ownership History

Parcel	Address	Sale Date	Sale Amount	Vendor	Purchaser
210910082	315-317 Queen Street East	April 19, 1996	\$395,000	Not Available	1175484 Ontario Inc.

There have been no other transfers of the Subject Property within the past three years.

Of note, the current ownership of the Subject Property and larger development assembly is reportedly insolvent. As a result, MNP Ltd. has been appointed receiver for 301-311 Queen Street East and MSI Spergel Inc. has been appointed receiver for 315-317 Queen Street East (Berkeley Church).

Current Contracts – Recent Activity

Based upon our research, the Subject Property larger parcel at 315-317 Queen Street East is currently listed for sale at an asking price of \$22,500,000. The property includes the '1871' Berkeley Church event and media venue. The listing notes that the Subject Property courtyard is not included in the asking price. This property has been listed for over nine months.

A listing for the 301-311 Queen Street East development site expired on September 30, 2023, after spending 10 months on the market. The listing was at an asking price of \$34,000,000 also noting that the Subject Property courtyard must be conveyed as a condition of the deal. Based on our research, this parcel was also listed for 8 months in October 2020 before expiring on June 30, 2021.

Title Encumbrances

For the purposes of this analysis, the instruments registered against the title(s) to the property are assumed not to have a significant effect on the property's marketability or its market value. For greater certainty a legal opinion should be solicited for a full explanation of the effects of these encumbrances. The Subject Property has been valued as if free and clear of any financing. A copy of the GeoWarehouse report has been included in the Appendix for further reference.

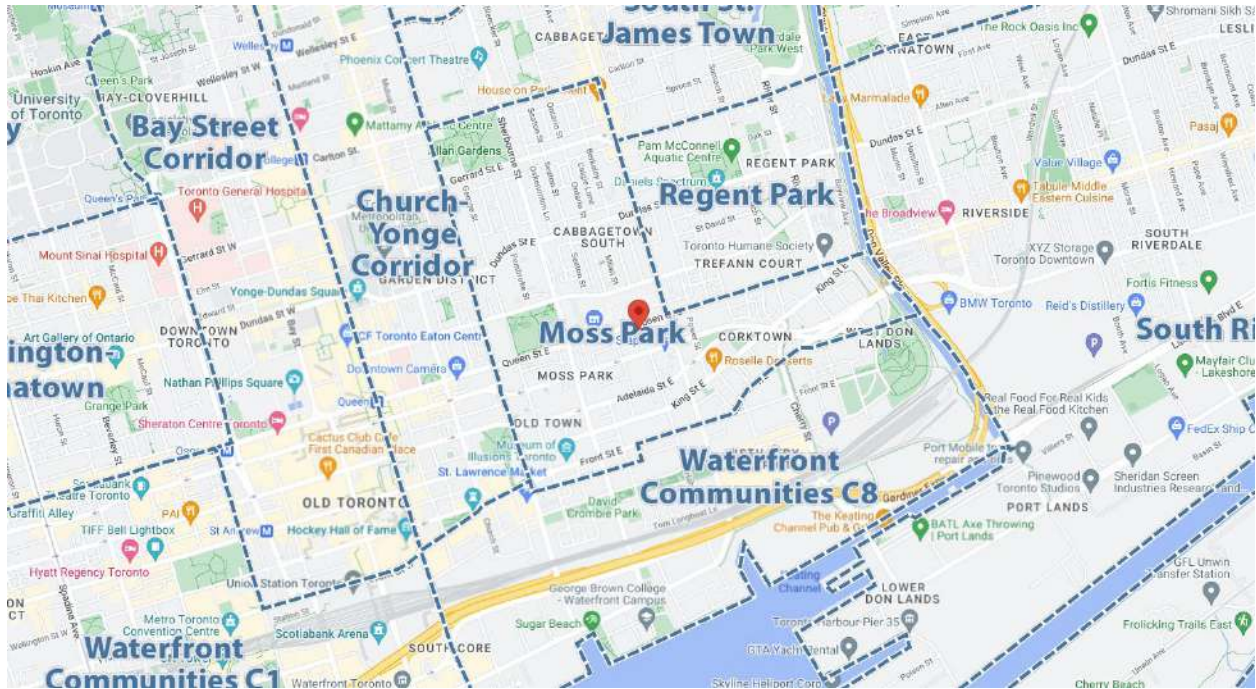


[Realty Taxes / Assessment](#)

The Subject Property larger parcel assessment details are summarized as follows according to data provided by MPAC.

ASSESSMENT & TAXES	
ROLL NO	TOTAL 2016 ASSESSMENT
190407172001700	[REDACTED]

Location Overview



Source: TREB MLS.

The property is situated in the predominantly residential district known as Moss Park with convenient access to the downtown core and TTC Line 1 (Yonge Street). The district's residential dwellings predominantly consist of high-density residential buildings and medium-density townhouse dwellings, with a smaller proportion of semi-detached dwellings along the area's local roads. The district includes a large amount of green space in Allan Gardens in the northwest corner and Moss Park along the eastern border. The district is in close proximity to two major highways with the Don Valley Parkway providing north-south transit along the eastern side of Downtown Toronto, and the Gardiner Expressway providing east-west transit along Lake Ontario. Additionally, there are number of attractions located within the district including, the Museum of Illusions, Toronto's First Post Office and Allan Gardens Botanical Gardens. Overall, the area is in close proximity to Downtown Toronto and is very well connected for pedestrian, vehicular and transport access.

District Boundaries

- North • Carlton Street
- South • Front Street East and Eastern Avenue
- East • Don Valley Parkway
- West • Jarvis Street

Adjacent Districts

- North • Cabbagetown-South St. James Town - Residential and Regent Park – Residential
- South • Waterfront Communities C8 – Commercial
- East • Regent Park – Residential and South Riverdale – Residential
- West • Church-Yonge Corridor – Residential and Commercial

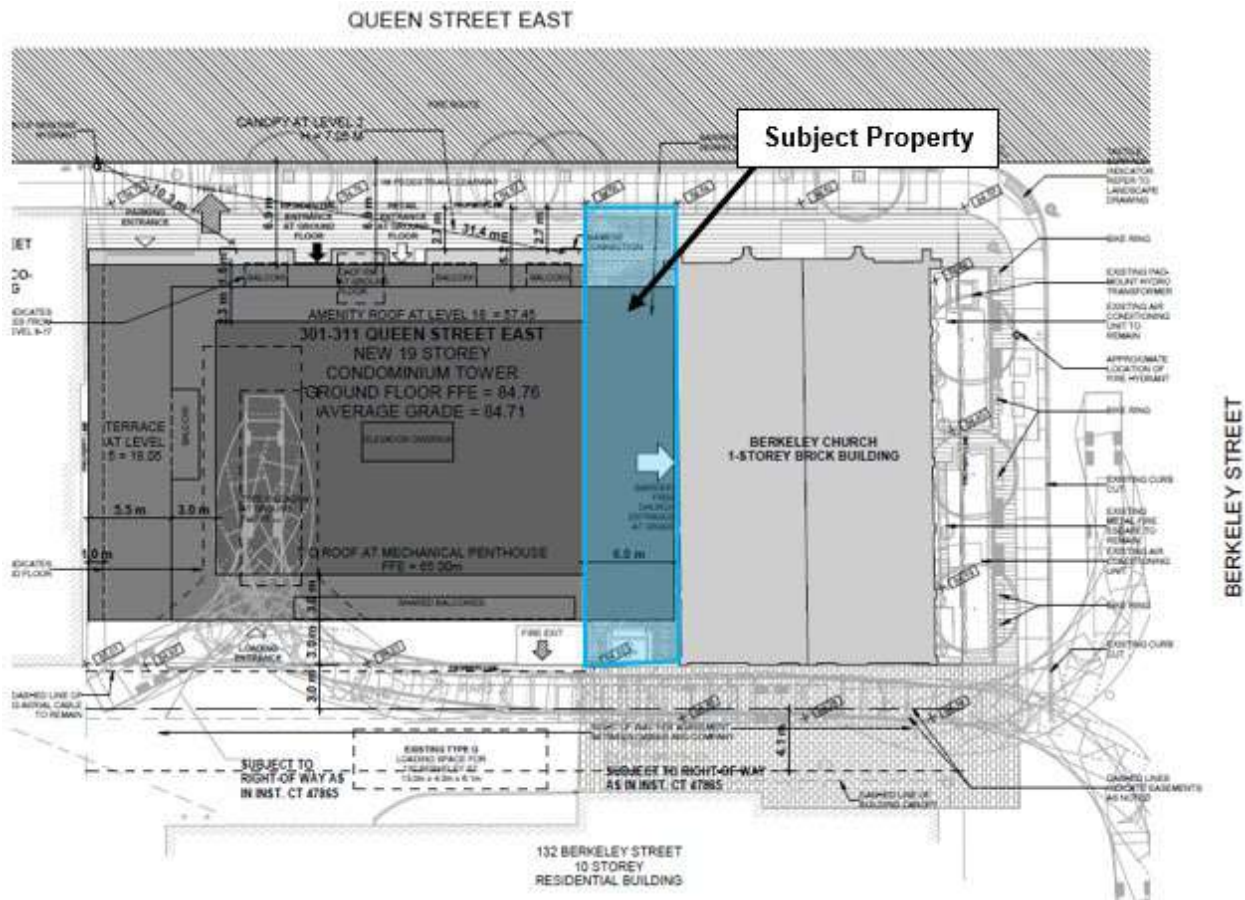
Major Arterials & Access

- Access • Access to the neighbourhood is considered to be excellent, with multiple arterial roadways, proximity to multiple highways and access to public transit.
- Highways • The Subject Property is in close proximity to both the Don Valley Parkway and the Gardiner Expressway. The Don Valley Parkway, situated along the western border of the district provides north-south transit along the eastern side of Downtown Toronto up to Highway 401 to the north. The Gardiner Expressway, located directly to the south of the district, offers east-west transit along Lake Ontario.
- Arterials • Major area arterials include Gerrard Street East, Dundas Street East, Queen Street East, King Street East, Jarvis Street, Sherbourne Street, and Parliament Street.
- Transit • The Subject Property is in close proximity to the King, Queen, Dundas and College Subway Stations along TTC Line 1 (Yonge Street) offering north-south service from the Finch Subway Station to the north and Downtown Toronto to the south. There are multiple street car routes within the district along King Street East (Routes 304, 503, & 504), Queen Street East (Routes 301 & 501), Dundas Street (Route 505) and Carlton Street (Routes 306 & 506). There are also two bus routes which serve the district along:
 - Parliament Street (Route 65); and,
 - Sherbourne Street (Route 75).

Summary

The Subject Property is located in the City of Toronto, in the district of Moss Park, approximately 2 kilometers east of the City of Toronto central business district. The Subject is well situated for pedestrian, vehicular and transit access, and is situated in close proximity to two major highways, a subway route and multiple streetcar lines.

Site Description



Source: Architectural Drawings, Issued for LPAT Hearing, October 9, 2010, Quadrangle Architects. Modified by Colliers.

Site Area Approximately 1,970 SF.

Improvements The Subject site is improved with a courtyard consisting of brick pavers, concrete patio stones, metal shed, concrete planters, water feature, and wrought iron fence. For the purposes of this report, the Subject has been valued as vacant and unimproved.

Frontage Approximately 19.7 feet of frontage along Queen Street East.

Configuration The site is generally rectangular in its configuration, as shown on the site plan above.

Topography The site is generally level with street frontage and adjoining properties.

Services Full municipal services are available within the area surrounding the Subject property. For the purposes of this report it has been assumed that there is adequate capacity for full services to be provided to a development of the Subject.

Access The Subject has a point of ingress/egress from Queen Street East and

via the rear laneway accessible from Berkeley Street to the east.

Soil Conditions

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty and any cost of remedy could potentially impact the reported value herein. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

Conclusion

The site is located in the City of Toronto in close proximity to arterial routes with average access characteristics. The Subject has a topography, shape and configuration which will likely permit development.

Subject Property Development

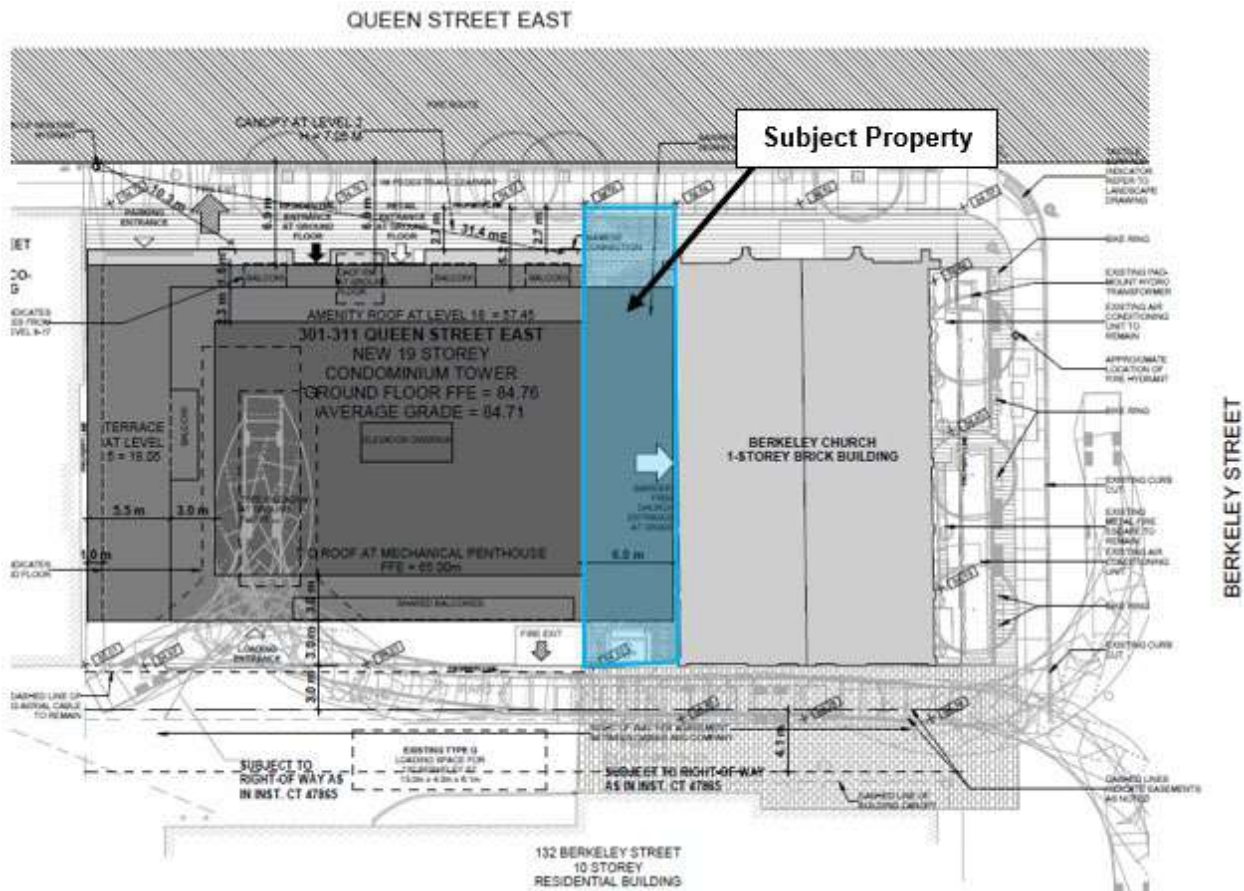
Information provided by the Client and gathered from the City of Toronto Planning Application Database and the Ontario Land Tribunals E-Status Case Information website indicates that the Subject Property had an application for development submitted on May 25, 2016, in conjunction with the Berkeley Church site to the east (the larger parcel, 315-317 Queen Street East), and neighbouring development assembly to the west (301-311 Queen Street East). The initial proposal for the Subject development site was to permit the construction of a 25-storey tower, which was refused by the City. The application was revised to a 19-storey tower and appealed to the OMB. The initial OMB hearing was held on March 21, 2018 and the OMB ordered a dismissal of the appeal. On July 16, 2019, a motion to review the previous decision was filed and a subsequent hearing occurred from November 9th to -20th, 2020, where the original OMB decision was overturned, and the development was approved in principle subject to conditions. On August 2, 2022, the Ontario Land Tribunal (OLT, formerly the OMB), had received confirmation from the appellant and the City of the fulfillment of the conditions, which included confirmation of the final Zoning By-law Amendment. As a result, Zoning By-law No. 569-2013 was amended in the manner set out under By-law No. 1150-2022 (OLT) permitting the proposed development described below. An excerpt from the site-specific bylaw is included in the appendices to this report.

The approved development consists of a 121,423 square foot, 19-storey residential building with ground floor retail use. The building will comprise 144 residential units, with a suite mix that includes 87 one-bedroom units, 37 two-bedroom units, and 20 three-bedroom units. Building uses includes retail and commercial uses at grade level, office uses on the second floor, residential uses on floors 3 to 17, and a mechanical penthouse, indoor pool, and other indoor amenities on floors 18 to 19.

The planned development will be physically constructed atop the land area highlighted in yellow above, with a portion of the building cantilevered above the Subject Property. The planned development will also utilize the area below grade of the Subject Property. For the planned development to be constructed, the Subject Property will be required to be incorporated into the excavation of the entire development site (which will become the yellow and red areas outlined above) with the grade level area up to the bottom of the cantilevered building being returned for their full use to the Berkeley church upon completion of construction.

Development Project Data		
		<i>% of GFA</i>
Building Height (Storeys)	19	
Residential Gross Floor Area (SF)	110,856	91%
Commercial Gross Floor Area (SF)	10,567	9%
Gross Floor Area (SF)	121,423	
 <i>Suite Mix</i>		
		<i>% of Suite Mix</i>
1-Bedroom	87	60%
2-Bedroom	37	26%
3-Bedroom	20	14%
Total	144	

Architectural Drawings Excerpts



Source: Architectural Drawings, Issued for LPAT Hearing, October 9, 2010, Quadrangle Architects. Modified by Colliers.

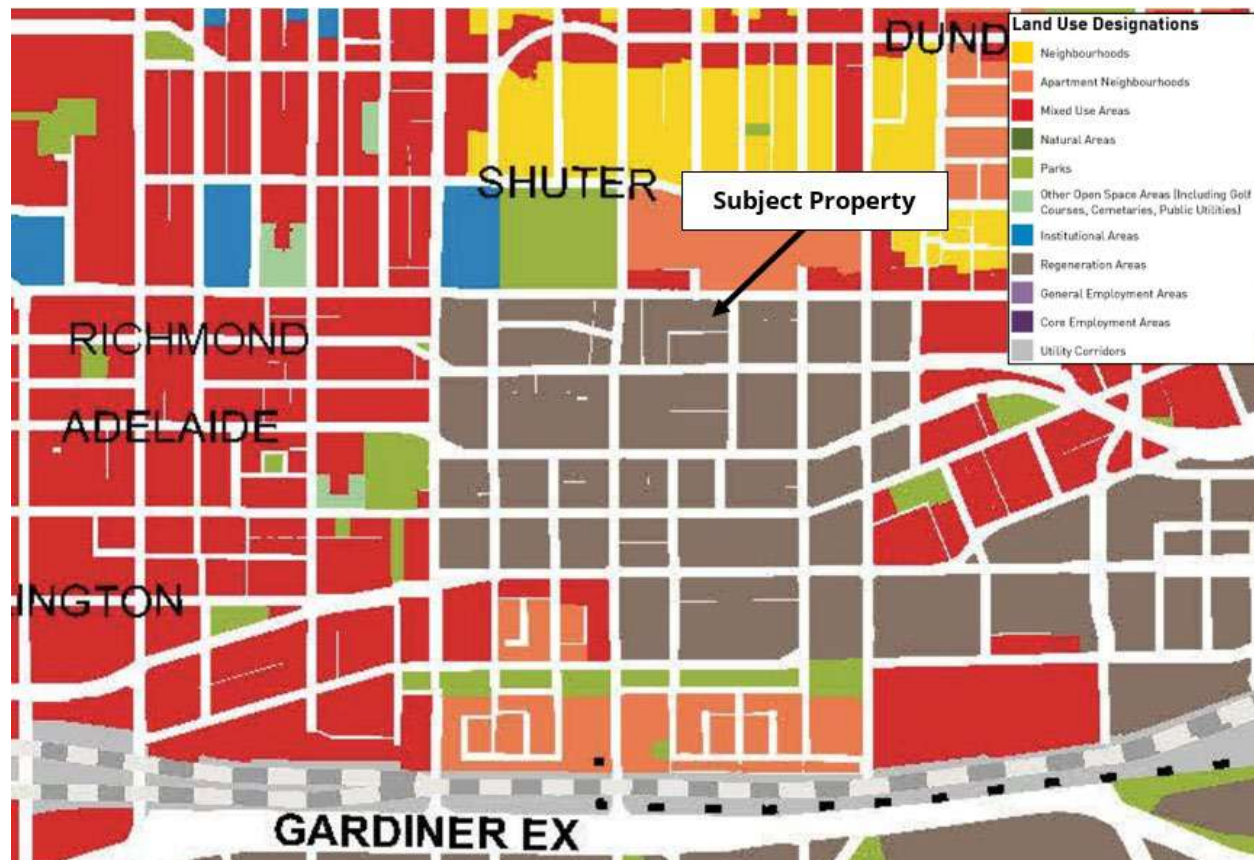
Land Use Controls

The City of Toronto Official Plan

The Municipal Official Plan is a policy document that provides direction for planning and development activities. It is intended to co-ordinate the effects of change and future development in the best long-term interests of the Municipality and the Region. The intentions of the Official Plan are implemented through creation of Zoning By-laws and other local regulations. The City of Toronto Official Plan designates the subject property as:

- **Regeneration Area**

City of Toronto Official Plan Land Use Map Excerpt



Source: City of Toronto

The following are the pertinent policies of the City of Toronto Official Plan regarding Regeneration Area.

Regeneration Areas will provide for a broad mix of commercial, residential, light industrial, parks and open space, institutional, live/work and utility uses in an urban form. The uses will assist in revitalized areas of the City that are largely vacant or underused; create new jobs and homes that use existing infrastructure, restore, re-use and retain existing buildings, achieve streetscape improvements and the extension of the open space network; and promote the environmental clean-up and re-use of contaminated lands.

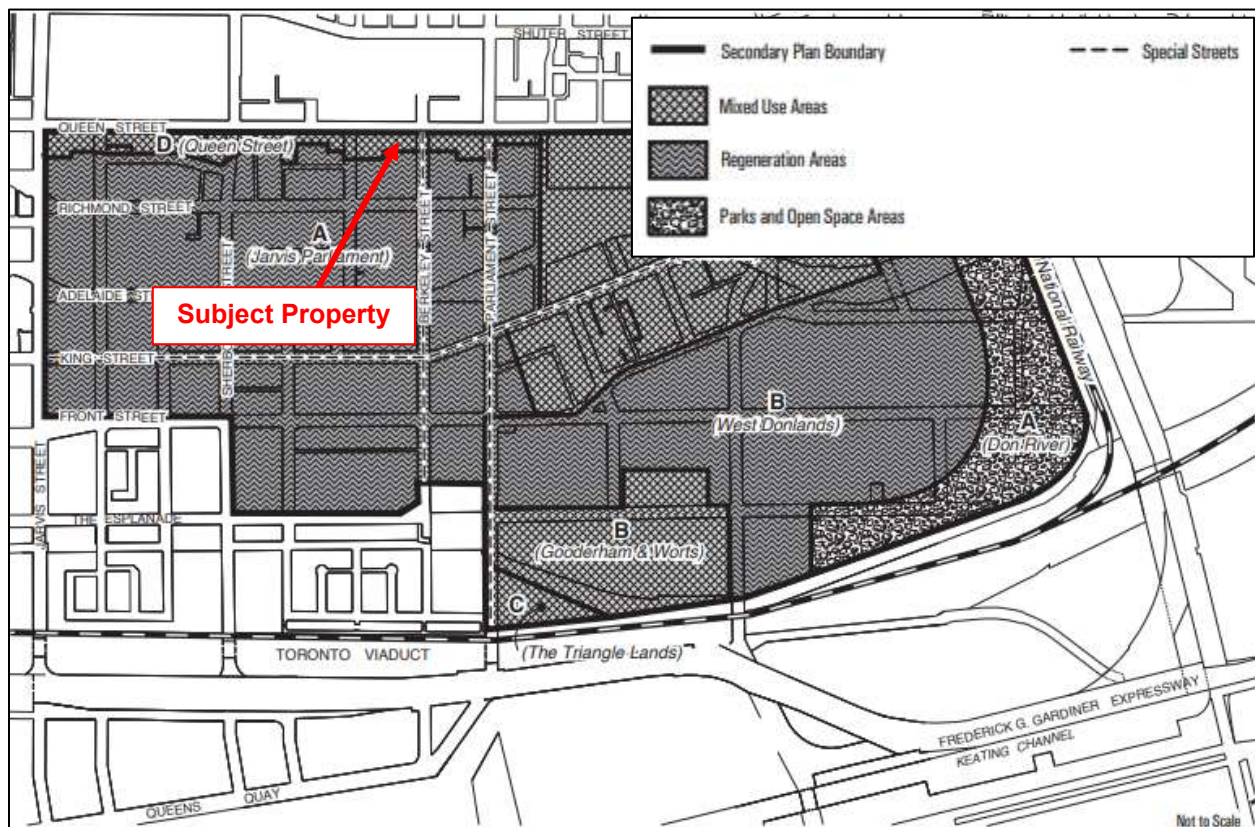
For each Regeneration Area a framework for new development will be set out in a Secondary Plan. Development should not proceed prior to approval of a Secondary Plan. The Secondary Plan will guide the revitalization of the area through a number of matters including urban design, parks and open space, community improvements, and transportation. The development of large scale, stand-alone retail stores and “power centres” are not permitted.

King-Parliament Secondary Plan

Secondary Plans are more detailed local development policies intended to guide growth and change in a defined area of the City. The King-Parliament Secondary Plan has several major objectives, including attracted new investment to the area, and targeting the growth of a variety of uses to promote live/work activities. The King-Parliament Secondary Plan designates the subject property as:

- **Mixed Use Area D**

King Parliament Secondary Plan Land Use Map Excerpt



Source: City of Toronto. Modified by Colliers.

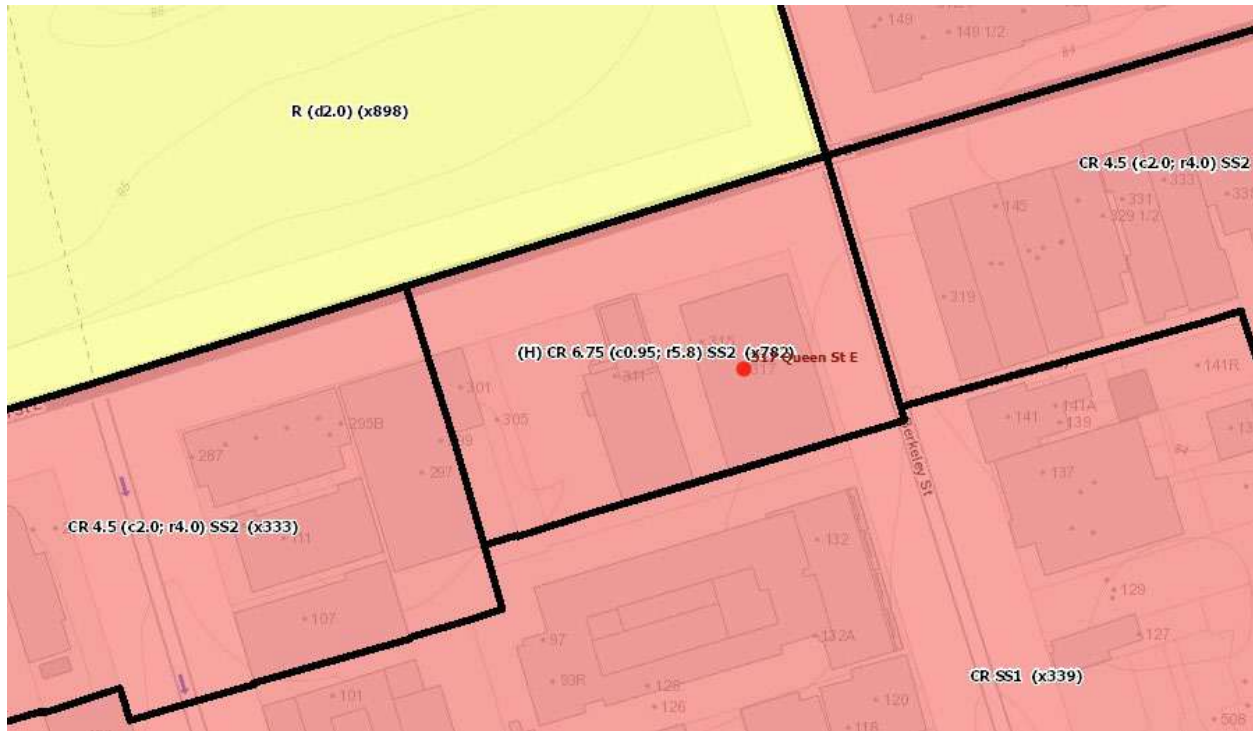
The following are the pertinent policies of the King Parliament Secondary Plan regarding ‘Mixed Use Area D’ designated lands.

- Mixed Use Area ‘D’ consists of a wide range of building types including house form buildings on contiguous lots, older multiple storey industrial buildings and street related commercial residential buildings.
- In Mixed Use Area ‘D’, commercial, residential, institutional or street-related retail and service uses alone or in combination are permitted.

Zoning

Zoning bylaws typically establish ranges of permitted and discretionary uses, in addition to development restrictions including such factors as maximum building heights, allowable densities, setback requirements, parking and loading limitations, signage restrictions and other items.

City of Toronto Zoning By-law 569-2013 Map Excerpt



Source: City of Toronto

According to the City of Toronto Zoning By-law 569-2013, the property is currently zoned CR - Commercial Residential. As previously discussed herein, Zoning By-law No. 569-2013 was amended in the manner set out under By-law No. 1150-2022 (OLT) permitting the proposed development. An excerpt from the site-specific bylaw is included in the appendices to this report.

Land Use Controls Conclusions

The Subject is designated as 'Regeneration Area' in the City of Toronto Official Plan, 'Mixed Use Area 'D'' in the King-Parliament Secondary Plan, and zoned 'CR - Commercial Residential' under the City of Toronto Zoning by-law 569-2013. Zoning By-law No. 569-2013 was amended in the manner set out under By-law No. 1150-2022 (OLT) permitting the proposed development.

Residential Market Overview

Declining Land Market Discussion

Introduction

In real estate development, it is said that all value flows through to the land. In practice, this means that the value of a development parcel of land is equal to the sum of all revenues achieved upon development of the land, less all costs associated with the development and a profit margin attributable to the economic enterprise of the developer. The last decade of development in the City of Toronto has generally seen a rise in both the revenues and costs associated with the inputs of development. Profit margins have in some instances decreased, as developers have had to reduce their expected profit margin in order to secure development sites in an open bidding process. It is our view that given the shift in the Canadian financial markets, the costs associated with development, and change in consumer confidence, the value of land in the Greater Toronto Area is in decline. The following is a discussion of the different inputs that inform the value of land and their changing characteristics.

Interest Rates

Interest rates have an impact on both the revenue and cost inputs in a development proforma. The purchase of the land for development typically requires financing, the construction of the site requires financing, and the purchase of the property by an end user/investor requires financing. A change in available financing and associated rates (increasing or decreasing) impacts all three of these inputs.

The 2010s had a relatively low and static interest rate environment. The decade began with the prime rate at 2.25%, which increased to 3.00% by the year's end. From the end of 2010 to the start 2015 there had not been a prime rate change, when in February 2015, the rate decreased to 2.85%. From early 2015 to March 2020, the prime rate slowly increased to 3.95%, until COVID-19 halted world economic activity. Three rate decreases occurred in March 2020, from 3.95% to 2.45%. From March 2020 until March 2022, rates were held at 2.45%. Starting in March 2022, the Bank of Canada has been sharply increasing rates, with the most recent rate increase on July 13, 2023 to 7.20%, representing the highest prime rate in Canada since January 2001.

Given the higher interest rate environment we are in, the overall increase in rates must be accounted for when estimating the market value of land. All else being equal, the cost to finance land acquisition has increased, the costs to finance construction has increased, and the end user/investor has less buying power, given the proportion of their monthly mortgage payments going towards interest has increased. Overall, the drastic increase in interest rates would precipitate a decline in land values, all else being equal.

Inclusionary Zoning

Toronto City Council adopted Official Plan Amendment 557 and Zoning By-law 941-2021 on November 12, 2021, which requires new residential development to include affordable housing units. The City of Toronto has created three market areas (Inclusionary Zoning Areas IZ1, IZ2 and IZ3) which cover large swaths of the developable areas of the City of Toronto, within which lands located in a Protected Major Transit Station Area (PMTSA) will be subject to inclusionary zoning. Inclusionary Zoning Area IZ1 requires the most affordable housing and covers the central area of Toronto from approximately Dupont Street to the north, Lake Ontario to the south, Dufferin Street to the west and the Don Valley Parkway to the east. Inclusionary Zoning Area IZ2 encompasses the areas west, north and east of area IZ1. IZ3

requires the least amount of affordable housing and encompasses the areas further west, north and east of area IZ2. Each Area has its own rates of affordable housing requirements, with each area further from IZ1 (central Toronto) requiring less affordable housing as a percentage of the total development. Properties within an PMTSA within each of these defined areas will require affordable housing to be incorporated into development larger than 100 units with more than 8,000 square metres of gross floor area for residential uses.

Affordable housing will be offered as either affordable rental or affordable ownership units. Affordable rentals units will have rents capped at rates based on either CMHC averages or household income ratios. Affordable ownership units will have sale prices capped on a calculation based on the unit type and the purchaser's income. The overall intent of these affordable units, either rental or ownership, are to cap the total monthly shelter costs to a reasonably "affordable" level.

The implementation for inclusionary zoning will begin on the date of the Minister's approval of a PMTSA (As at the effective date of this report, the Minister has not approved any PMTSAs submitted by the City of Toronto for approval). After this date, new developments applications for ownership buildings will require 5% to 7% of its units to be affordable rental or 7% to 10% to be affordable ownership units. The ranges in rates are determined based on the location of the property within the market areas prescribed by the City. The rates will begin increasing on January 1, 2025 by 1.5% per annum until 2030, where the affordable rates will range from 8% to 16% for affordable rental units and from 11% to 22% for affordable ownership units.

According to UrbanNation, in 2021 the City of Toronto had an average sale price per square foot of \$1,392, and an average suite size of 652 square feet, resulting in an average unit price of \$907,584. For the year 2021, the City of Toronto estimated affordable housing would have the following sale prices and rental rates:

- Bachelor - \$150,978 / \$812 per month
- 1-Bedroom - \$190,137 / \$1,090 per month
- 2-Bedroom - \$242,551 / \$1,661 per month
- 3-Bedroom - \$291,653 / \$1,858 per month

At the low end, these sale prices are one sixth of the average sale price and at the high end they are one third of the average sale price. Overall, these units will be sold at a loss, given the total cost of construction of a given unit will be greater than the permitted sale price of the units. The averages provided by UrbanNation are for the City of Toronto and include projects in lower priced areas. In the core of Toronto, where market prices are the highest and inclusionary zoning requirements are also the highest, the delta between market pricing and affordable ownership revenues for a given development project will be at its highest.

As at the program's commencement, purpose-built rental housing buildings will not have affordable rental requirements, until January 1, 2026, where 3% to 5% of units will be required to be affordable units (within Inclusionary Zoning Area IZ1 and IZ2, with IZ3 excepted). The rate of affordable units required for purpose-built rental buildings will not increase on an annual basis.

The proforma revenue for an ownership housing development within an Inclusionary Zoning Area will decrease going forward. Inclusionary Zoning has had the potential to be initiated in any given PMTSA since September 2022, however, Ministerial approval has yet to be adopted for any PMTSA. A site purchased today without a complete application already submitted to the City may be impacted by inclusionary zoning, should Ministerial approval occur prior to a full application being submitted to the City

of Toronto. As a result, there is currently a level of uncertainty for any purchaser of development land without an application in place as to whether Inclusionary Zoning will be a requirement for their development. The decrease in revenue of either an affordable rental unit or an affordable ownership unit as compared with a market priced saleable unit can be dramatic, however, even a slight decrease would have a large effect on the financial feasibility of a project, given the small margins typically at play in a development proforma.

In our experience working on the appraisal of development projects subject to policies which mirror the effect of inclusionary zoning, opting to offer affordable rental units was less impactful to the project's overall revenue as compared with offering affordable ownership units.

We are aware that the Subject falls within Inclusionary Zoning Market Area 1; however, it is not in full force and effect as at the effective date of this report. Therefore, it is an Extraordinary Assumption that the Subject "As-If Vacant" could achieve unencumbered high-density mixed-use development without any affordable housing requirements. If proven to be inaccurate or misleading in any way, our final estimate of Current Market Value is subject to change.

Government Costs

In addition to the hard costs of construction, a large portion of the soft costs related to construction are the costs incurred through different forms of government charges. Firstly, the advertised sales price for a given unit is inclusive of HST, which is remitted to the Government. There is a rebate available to purchasers, which is often factored into the price of a given unit, resulting in a typical HST remittance cost of 8% to 10% of the sales price.

Secondly, each unit within a development is Subject to development charges as outlined by its municipality. In the City of Toronto, development charges have exhibited dramatic increases and are planned to see further increases. In 2018, development charge rates were \$17,644 for studio/1-bedroom apartment units and \$25,366 for apartment units with 2 or more bedrooms. These rates have increase (as at November 1, 2021) to \$35,910 for studio/1-bedroom units and \$55,012 for units with 2 or more bedrooms, increases of 104% and 117% respectively. In July 2022, Toronto City Council approved an increase to the Development Charge rate, which will see the current rates increased by another 46%, phased in over the years 2023 and 2024. Rates will ultimately be increased to \$52,367 for studio/1-bedroom units and \$80,218 for units with 2 or more bedrooms.

In addition to the HST and Development Charges payable on a given development, a portion of the site must also be dedicated for parkland, or a percentage of the value of the site must be paid to the City as a cash-in-lieu of parkland dedication. Given the smaller site sizes of most urban development in the City of Toronto, cash-in-lieu payments are most common. The City's existing parkland dedication by-laws calculate the parkland dedication at a rate of 0.4 hectare per 300 dwelling units in most geographic areas, subject to a cap based on the site size. Sites less than a hectare have a cap of 10% of the development site, sites between 1 and 5 hectares are capped at 15% of the site, and sites greater than 5 hectares are capped at 20% of the site. In lieu of parkland dedication, these percentages often become the payment percentage of the site required for cash-in-lieu. This existing by-law was set to expire on September 18, 2022, with the City of Toronto proposing to amend the method of calculating the cap. The rate of 0.4 hectares per 300 dwelling units remains, however, the cap would equate to 15% of the development site for projects with a density less than 2.0 FSI, and an additional percentage point added to the 15% for each additional 1.0 FSI of density, to a maximum of 25%. In effect, the low end of the cap has been raised to 15%, and the high end of the cap is being increased to 25%. The cost of urban, dense development has dramatically increased, as most urban development is at a high FSI on a small site size.

What previously would have been capped at 10%, given that the majority of urban development sites are less than 1.0 hectares, is now going to be a minimum of 15%.

Lastly, development in the Province of Ontario is subject to a Community Benefits Charge, where a municipality can collect capital for the costs of facilities, services and matters that are required to serve development and redevelopment. Historically, this was done through a negotiation between the developer and the municipality, typically resulting in payment made to the City in exchange for concessions often related to density and height (through Section 37 of the Planning Act). Through the enactment of Bill 108, Community Benefits Charges have replaced Section 37 benefits, and the Province has instituted a cap on the charge at 4% of the value of the property, as at the day before the first building permit is issued. It is the responsibility of each municipality to develop a strategy for the use of the funds.

Overall, HST, Development Charges, Parkland Dedication, and Community Benefits Charge fees consume a large portion of the total revenue achievable at a given development project. With both development charges and parkland dedication fees increasing and a new program in place for Community Benefits Charges, we would expect a diminution in the value of the underlying land all else being equal.

Construction Costs

Over the course of the previous three years, construction costs have increased at a rapid pace. According to the Altus Cost Guide, average costs for high-rise development has increased from 40% to 45% since 2019. These rising costs have generally been absorbed by developers given the ongoing rise in end unit pricing, however, given the increase in interest rates as described in the previous paragraph, it is likely that end unit pricing growth will either revert, or slow down measurably. Certain industry professionals have noted that given a slowdown in end unit pricing, less projects are likely to be developed, which will ultimately drive down construction costs. This is a possible scenario, which may ease the decrease in land values moving forward.

Conclusion

We have discussed the expected decline in land values given the changing dynamics of both the revenue and cost functions of a given development project. Interest rates affect both cost and revenue projections and the forthcoming Inclusionary Zoning Policies will further impact the revenue assumptions of a project located within an identified PMTSA. The hard construction costs of a project are its largest single cost item and the year over year increases in construction costs have historically been offset by the revenue gains from the year over year increases in end unit pricing. The City of Toronto is dramatically increasing the cost of construction, through both Development Charges and Parkland Dedication Fees. Each of these proforma inputs, in isolation, would result in a decreasing land value, combined, they compound the costs of development significantly.

We do not believe that land pricing will fall dramatically, or that land in the City of Toronto will become undesirable. Toronto remains a destination for hundreds of thousands of people per year, and all these newcomers to the City will require shelter. However, we expect there to be a recalibration in land pricing, given the aforementioned challenges in development today. Construction costs may decline, which may assist offsetting the overall burden to the value of the land. Interest rates may no longer increase, or potentially decrease in the near future, none of this is known at this given time. We do know that costs are at all-time highs, government charges are increasing at a dramatic rate, inclusionary zoning may be enacted at any time, and the interest rates of today are more than double those from a year ago. Overall,

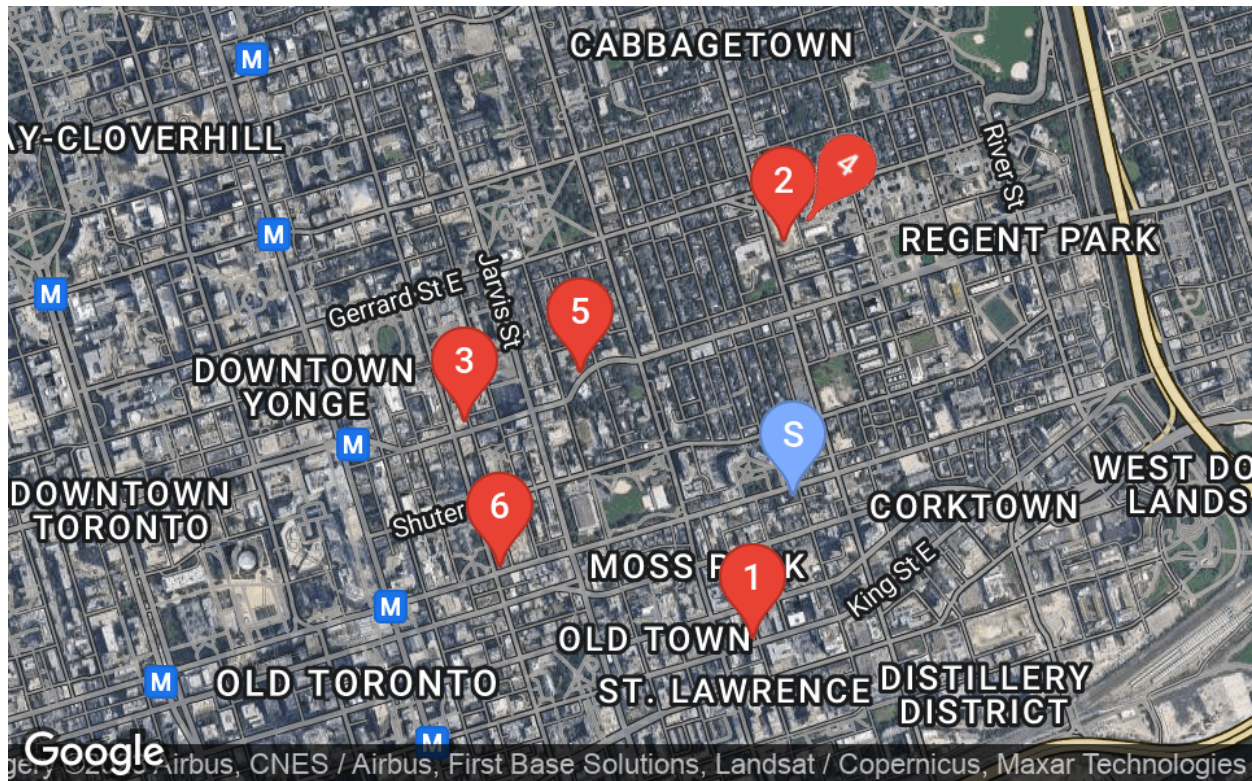
it isn't feasible to pay today what was paid 6 months ago, and thus land pricing has to decline in order to make future development economically feasible.

Subject Market Development Status

Recent Openings in the Immediate and General Vicinity

In order to get a better idea of the current market conditions for pre-sale condominium product, we have surveyed the immediate and general vicinity of the Subject to identify recently achieved rates in the City of Toronto. The following chart and map summarize our findings.

Index No.	Address Development Name	Opening Date	No. Suites	Avg. Suite Size	Opening Rate PSF	Avg. Achieved Rate PSF	Avg. Unsold Rate	% Sold
1	234-250 King St E, Toronto ALLURE	May-23	509	625	\$1,685	\$1,700	\$1,678	19%
2	365 Parliament St, Toronto Daniels on Parliament - South Bldg	Apr-23	337	653	\$1,330	\$1,355	\$1,320	28%
3	241 Church St, Toronto Centricity Condos	Jan-23	594	565	\$1,660	\$1,675	\$1,649	37%
4	30 Dreamers Way, Toronto Daniels on Parliament - North Bldg	Oct-22	304	615	\$1,300	\$1,330	\$1,278	72%
5	218 Dundas St E, Toronto Elektra	Jul-22	522	592	\$1,600	\$1,609	\$1,542	28%
6	60 Queen St E, Toronto QueenChurch	May-22	443	605	\$1,710	\$1,709	\$1,710	53%



Valuation

Highest and Best Use

The principle of highest and best use is fundamental to the concept of value in real estate. Highest and best use, in general, may be defined as follows:

“The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value.”

(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2022 ed., p. 7)

The aforementioned characteristics are considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests. See the **Appendix** for a more detailed definition of each of the four characteristics. The following analysis contributes to our conclusions of highest and best use.

As Vacant Analysis

Legal Permissibility

The Subject is designated as 'Regeneration Area' in the City of Toronto Official Plan, 'Mixed Use Area 'D'' in the King-Parliament Secondary Plan, and zoned 'CR – Commercial Residential' under the City of Toronto Zoning by-law 569-2013.

Zoning By-law No. 569-2013 was amended in the manner set out under By-law No. 1150-2022 (OLT) permitting the proposed development.

Physical Possibility

Regarding physical characteristics, the Subject site is generally rectangular in shape and has generally level topography with average access and average exposure.

The Subject Property is a courtyard consisting of 1,970 square feet that forms part of a larger parcel located at 315-317 Queen Street East.

It is assumed, for the purposes of this report, that the Subject Property interests can be severed and legally transferred to the neighbouring assembly at 301-311 Queen Street East to form part of and/or in support of the approved mixed-use development project described herein.

Financial Feasibility

Our observations of current market conditions for development at the Subject property's location suggest that development of the site with a high-density mixed-use development in conjunction with the neighbouring parcel to the Subject's west, as per its OLT approved development proposal use would be feasible.

Maximum Productivity

Of the various legally permissible, physically possible, and financially feasible uses available, the maximum productivity of the property would be achieved with a high-density mixed-use development in

conjunction with the neighbouring parcel to the Subject's west, as per its OLT approved development proposal.

Highest and Best Use as if Vacant

Upon examination of the factors mentioned above and careful consideration of the relevant factors including the Subject Property location, site characteristics, land use controls and the condition of the real estate market, the highest and best use of the Subject Property, as if vacant, is considered to be a high-density mixed-use development in conjunction with the neighbouring parcel to the Subject's west, as per its OLT approved development proposal.

Highest and Best Use as Improved

The Subject is improved with a courtyard consisting of brick pavers, concrete patio stones, metal shed, concrete planters, water feature, and wrought iron fence as at the effective date of this appraisal, which represents an underutilization of the site. The Highest and Best Use of the Subject as Improved is for a high-density mixed-use development in conjunction with the neighbouring parcel to the Subject's west, as per its OLT approved development proposal.

Valuation Methodology

Traditionally, there are three accepted methods of valuing real property:

- Cost Approach;
- Direct Comparison Approach; and
- Income Approach.

The selection of a relevant methodology depends upon the nature and characteristics of the real estate under consideration. The Subject Property is a vacant land parcel as such we have outlined the applicable land valuation techniques below:

The **Direct Comparison Approach** is based upon the premise that a prudent purchaser would not pay more for a property than what it would cost to acquire a suitable alternative property and that the market value of a property can be estimated by comparing sales, offers, and listings of properties which have similar characteristics to the property being appraised.

The **Abstraction Method** of valuing land is premised upon the Principal of Contribution. This method is premised on the assumption that within each category and type of real estate, there exists a typical ratio of land value to total property value. By knowing what this ratio is from data compiled from areas where land and building values are available and applying it to the sales information regarding improved properties in a built up area, an estimate of land value can be abstracted. The reliability of this method is diminished because it does not take into explicit consideration such relevant criteria as building age or quality of construction.

A method of land valuation similar to the Abstraction Method but which implicitly recognizes differences in building age and quality of construction is the **Extraction Method**. This method deducts the estimated depreciated reproduction or replacement cost of the improvements of an improved property for which the total property value is known to arrive at an estimate of land value as if vacant.

When valuing larger parcels for which the highest and best use is the parcel's subdivision into smaller sites, and for which sales information regarding similar larger sites is insufficient to undertake a Direct Comparison Approach, the **Subdivision Development Method** may be employed. In applying this method, the first step is to establish market values for the smaller sites as though subdivided, the length of the development period, and an appropriate absorption period. The second step is to determine the costs required to create and market the subdivided parcels which includes engineering and construction costs associated with the site preparation, roadways, sidewalks and servicing; carrying costs such as insurance and taxes; and marketing costs. These costs are then deducted from the projected gross revenue of the lots to arrive at an estimate of the net proceeds which, once discounted at an applicable rate to account for the risk associated with the time required to complete such a development, are indicative of the present market value of the larger, un-subdivided site.

Another method that may be employed in the absence of adequate comparable information is the **Land Residual Technique**. In this method the net income generated from the property is established. From this is deducted a reasonable return on and recapture of capital invested in the improvements. The residual income is considered to be ascribed from the land. This income is then capitalized at an appropriate rate to arrive at an estimate of land value. An important assumption required in the

application of this method is that the site is developed to its highest and best use such that the income from land and improvements are of the same type and sources.

A similar method as the Land Residual Technique is **Ground Rent Capitalization**. Undertaking this method of site valuation requires the analysis of ground rents prevalent in the market and in consideration of the characteristics of the site being appraised. From the analysis, a gross income is established from which any requisite expenses or anticipated losses are deducted to arrive at a net operating income. This net operating income is then capitalized at an applicable rate to arrive at an estimate of the vacant site.

All of the above noted methods are derived from the three traditional approaches to value noted above.

Selection of Relevant Methodology

The primary valuation methodology for lands such as the Subject is the Direct Comparison Approach thus it will be completed and relied upon in our report. The Direct Comparison Approach involves the analysis of sales of similar land parcels. The other land valuation techniques are not appropriate in this case. Only the Direct Comparison Approach will be completed and relied upon in our report. The Cost Approach is not considered applicable in the valuation of lands such as the Subject site. The Income Approach is also not considered appropriate in the valuation of development lands where no lease is in place.

Valuation Methodology

In order to estimate the market value for the various real estate interests associated with the Subject Property, we must first estimate the market value of the underlying land that forms the Subject Property. The following section herein utilizes the Direct Comparison Approach in order to estimate the market value of Subject Property's underlying land in the full fee simple. Subsequent section(s) herein utilize this full fee simple rate as the basis in estimating the market value of the real estate interests associated specifically with the Subject.

Direct Comparison Approach

The Direct Comparison Approach is based on the Principle of Substitution, which maintains that a prudent purchaser would not pay more for a property than the cost to purchase a suitable alternative property, which exhibits similar physical characteristics, tenancy, location, etc. Within this approach, the property being valued is compared to properties that have sold recently or are currently listed and are considered to be relatively similar to the Subject Property. Typically, a unit of comparison (i.e. sale price per square foot, sale price per acre) is used to facilitate the analysis. In the case of properties similar to the Subject Property, the sale price per SF buildable is used in our analysis.

The transactions summarized and analyzed in the table on the following pages are considered to be suitably comparable to the Subject Property with respect to the characteristics below and therefore provide a reasonable and reliable indication of value.

As one sale is not necessarily indicative of market value, an appraiser examines a number of market transactions. When properly reconciled, trends emerge, leading to the estimate of market value of the property being appraised.

In valuing the Subject Property, comparison was made to each of the indexed sales. The basis for comparison included the consideration of the following:

Property Rights Conveyed

- When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights. In the sales comparison analysis, it is pertinent that the property rights of the comparable sale be similar to the property rights of the Subject Property.

Financing Terms

- The transaction price of one property may differ from that of a similar property due to different financing arrangements. Financing arrangements may include existing mortgages at favourable interest rates or paying cash to a lender so that a mortgage with a below-market interest rate could be offered.

Conditions of Sale

- Adjustments for conditions of sale usually reflect the motivations of the purchaser and vendor. In some cases the conditions of sale significantly affect transaction prices. Sales that reflect unusual situations, require an appropriate adjustment for motivation or sale condition. For example, power-of-sale conditions involve a certain degree of urgency on part of the lender - leading to a somewhat lower sale price than what would otherwise be expected.

Market Conditions (Time)

- When market conditions are changing, it may be necessary to adjust prices to reflect the time difference between the date of sale of a comparable property and the effective date of valuation.

Location

- An adjustment for location within a market area may be required when the locational characteristics of a comparable property differ from those of the Subject Property. Excessive locational differences

may disqualify a property from use as a comparable. Although no location is inherently desirable or undesirable, the market recognizes that one location maybe better than, similar to, or worse than another.

Development Timing

- An adjustment for the anticipated time to development may be required when the site requires demolition, official plan amendments, zoning amendments, and site plan approval. The time required to prepare the site for development may affect the sale price. For example a development with a 10-15 year development time horizon would sell at a lower unit rate than a development with a 3-5 year development time horizon, all else being equal.

Physical Characteristics

- Adjustments may be required for characteristics such as size, frontage, shape and configuration.

Use

- Adjustments may be required for differences between the highest and best use of the comparable sales and the Subject Property. These differences are typically identified by differences in official plan designations and zoning and the probability of an amendment.

Density

- An adjustment may be required to consider the differences in the permitted and/or likely achievable density.

The Appraisal Institute of Canada recommends the use of "paired sales analysis" in the derivation of adjustments. This involves locating two very similar sales that sell in a similar time period. If the two sales differ in only one key feature, then the difference in sale price can be used as the "market indicator" for the adjustment for that feature. In practice, this concept usually only applies to newer homes in a subdivision. Commercial and industrial properties tend to be more unique and therefore, it is not always possible to find paired sales to derive adjustments. In the absence of paired sales, it is the appraisers' experience and judgment (based on observation), which is used for adjustments.

In order to establish reasonably achievable rates for the Subject, we have conducted a search of the Subject's area as well as other comparable markets area within the Toronto market for transactions of development sites featuring comparable sizes, land use controls, locations and development risk. Our investigations indicated a scarcity of comparable sales representing fully approved development sites within the Downtown Core sharing similar locational characteristics as the Subject Property. As a result, we broadened our search parameters to include approved development sites in locations outside the Downtown Core, and unapproved development sites having similar locational characteristics.

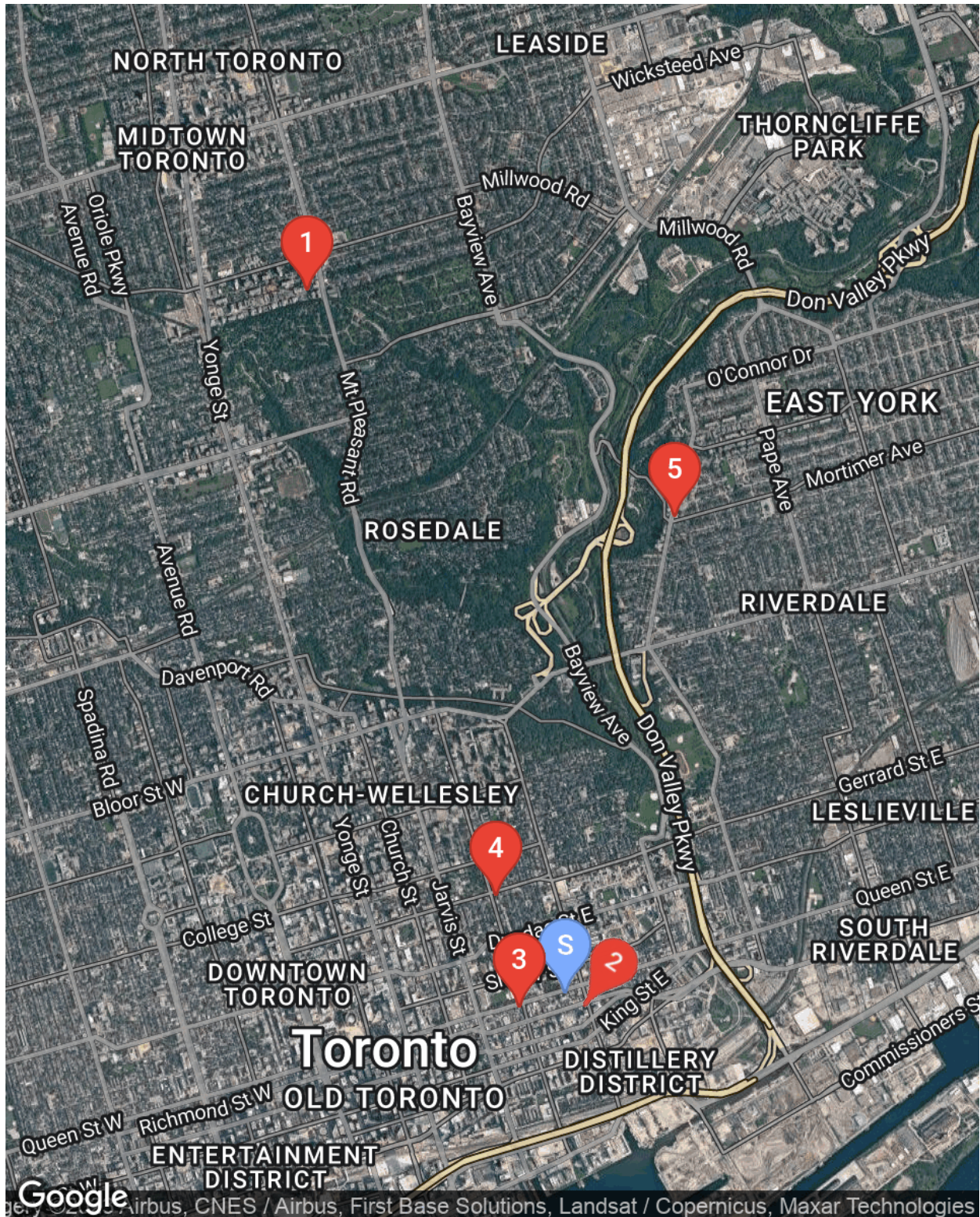
Our search yielded five sales, which are considered to provide a reasonable indication of rates for development sites similar to the Subject property. The map and comparable sale sheets included on the following pages detail the five comparable property sales we have identified and considered for analysis, followed by an overview of each comparable sale property.

Direct Comparison

The table following summarizes the unadjusted unit rates for the comparable sale properties.

Land Transactions & Analysis						
Berkeley Church Courtyard						
	Subject	Transaction One	Transaction Two	Transaction Three	Transaction Four	Transaction Five
Address	315-317 Queen Street East	276 & 290 Merton Street	130 - 134 Parliament Street & 529 Richmond Street East	120 - 134 Sherbourne Street & 225 Queen Street East	307 Sherbourne Street	995 - 1005 Broadview Avenue & 2 - 4 Mortimer Avenue
City, Province	Toronto, ON	Toronto, ON	Toronto, ON	Toronto, ON	Toronto, ON	Toronto, ON
PIN	210910082	211240041, 211240042	210910; -182, -183, -184, -185, -186	21094: 0125, 0126, 0128, 0249, 0250	210890040	103990074, 103990076, 103990077, 103990078, 103990079, 103990080, 103990081, 103990082
Transaction Price		\$14,900,000	\$29,150,000	\$23,959,000	\$16,600,000	\$10,000,000
Transaction Price per Buildable SF		\$180.86	\$89.90	\$95.50	\$191.13	\$162.60
Transactional Characteristics						
Transaction Status		Recorded	Recorded	Recorded	Recorded	Recorded
Transaction Date		7/28/2023	5/10/2022	7/20/2021	7/12/2021	6/11/2021
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Loan from Seller (VTB)	Loan from Seller (VTB)	Loan from Bank	Loan from Bank	Cash
Conditions of Sales		Arm's-Length	Arm's Length	Arm's Length	Arm's Length	Arm's-Length
Site Characteristics						
Site Size (Buildable SF)	121,423	82,385	324,256	250,874	86,854	61,499
Topography	Generally Level	Generally Level	Generally Level	Level	Generally Level	Generally Level
Site Configuration	Generally Rectangular	Rectangular	Irregular	Generally Rectangular	Generally Rectangular	Irregular
Corner Parcel	Yes	No	No	No	No	No
Official Plan	Regeneration Area	Mixed Use Areas	Regeneration Areas	Regeneration Areas	Mixed Use Areas	Mixed Use Areas and Neighbourhoods
Secondary Plan	Mixed Use Area D	Mixed Use Areas C	Mixed Use Areas 2 - Intermediate / Regeneration Area 'A'	Mixed Use Areas 3 - Main Street & Mixed Use Area 'D'	Mixed Use Areas 3 - Main Street	-
Zoning	CR - Commercial Residential	CR - Commercial Residential	CRE - Commercial Residential Employment	CR - Commercial Residential	CR 1.5 - Commercial Residential	CR - Commercial Residential and RS - Residential Semi-Detached

Comparable Sales Map



COMPARABLE 1: 276 & 290 Merton Street, Toronto, ON



TRANSACTION SUMMARY

Vendor	Rockport Group (Rockport Merton Inc.)
Purchaser	Linvest (Merton Street Developments Limited)
Registered Date	7/28/2023
Status	Recorded
PIN	211240041, 211240042
Sale Price	\$14,900,000
Site Area (Buildable SF)	82,385
Sale Price per SF Buildable	\$180.86

SITE DESCRIPTION

Address	276 & 290 Merton Street
Nearest Major Intersection	Merton Street and Mt. Pleasant Road
Frontage	Approximately 84 feet along Merton Street
Configuration	Rectangular
Topography	Generally Level

LAND USE PLANNING

Official Plan Designation	Mixed Use Areas
Secondary Plan Designation	Mixed Use Areas C
Underlying Zoning	CR - Commercial Residential

GENERAL COMMENTS

This Index pertains to the sale of a 0.37-acre re-development site fronting onto the north side of Merton Street, just west of Mount Pleasant Road, in the City of Toronto. The property, which was reportedly improved with two commercial buildings at the date of sale, received a Site-Specific Zoning By-law Amendment to permit high-density mixed-use development under Municipal By-law No. 1169-2020. Specifically, the current Site Plan Approval application contemplates the development of a 13-storey, 60-unit residential building containing a total Gross Floor Area of 82,385 square feet. This Index registered sold on July 28, 2023 for a total consideration of \$14,900,000, which translates to a unit rate of \$181 per square foot of buildable Gross Floor Area. The transaction featured a Vendor Take-Back Mortgage of \$9,685,000, charged at an annualized rate of 4.25% until July 24, 2024.

COMPARABLE 2: 130 - 134 Parliament Street & 529 Richmond Street East, Toronto, ON



TRANSACTION SUMMARY

Vendor	1812135 Ontario Inc.; An individual(s) acting in his/her own capacity
Purchaser	Lamb Development Corp. (BJL Parliament Corp.)
Registered Date	5/10/2022
Status	Recorded
PIN	210910; -182, -183, -184, -185, -186
Sale Price	\$29,150,000
Site Area (Buildable SF)	324,256
Sale Price per SF Buildable	\$89.90

SITE DESCRIPTION

Address	130 - 134 Parliament Street & 529 Richmond Street East
Nearest Major Intersection	Richmond Street East and Parliament Street
Frontage	Approximately 98 Feet along Richmond Street East Approximately 104 Feet along Parliament Street
Configuration	Irregular
Topography	Generally Level

LAND USE PLANNING

Official Plan Designation	Regeneration Areas
Underlying Zoning	CRE - Commercial Residential Employment

GENERAL COMMENTS

At the time of sale the property was improved with a 3-storey commercial building, residential dwellings, and a 1-storey automobile shop. This Index represents the assembly of five land parcels from five vendors between February 26, 2021 and May 10, 2022. On November 9, 2021 a Zoning By-law Amendment application was submitted for the portion of the assembly that as at that date had been purchased (130, 134 Parliament Street and 529 Richmond Street) to permit a 44-storey mixed-use development with 327 residential units and an FSI of 25.4. Subsequent to the submission of the application, the properties at 126 and 128 Parliament Street were acquired, since which time a revised application has not been submitted to the City. It is anticipated that a revised application will be submitted and include 126 & 128 Parliament Street. For the purposes of our analysis of this land assembly, we have applied the 25.4 FSI applied for to the land area of the entire assembled parcel, resulting in a total gross floor area of 324,256 square feet. The application has been appealed to the OLT, with the first case management conference scheduled for February 13, 2023. As at January 2023, the application remains in circulation. The purchase of 134 Parliament Street was subject to a Vendor Takeback Mortgage for \$10,000,000 at a rate of 4% per annum for a period of three years. The other properties acquired as part of this assembly received conventional financing at a rate of prime plus 3.3%, which as at the closing date of 134 Parliament would have been (2.45% + 3.3%) 5.75%. As a result, it is reasonable to conclude that the VTB provided beneficial financing to the purchaser, given the 1.75% of savings achieved on \$10,000,000 for a period of three years. At the time of sale, the property required the submission and approval of a Zoning By-law Amendment and Site Plan Application in order to permit the proposed development.

COMPARABLE 3: 120 - 134 Sherbourne Street & 225 Queen Street East, Toronto, ON



TRANSACTION SUMMARY

Vendor	Bloorston Farms Ltd.; Yaorland Developments Ltd.; Anishnaw be Health Toronto; 2290557 On
Purchaser	Dash Developments (Dash (Q&S) Inc.)
Registered Date	7/20/2021
Status	Recorded
PIN	21094: 0125, 0126, 0128, 0249, 0250
Sale Price	\$23,959,000
Site Area (Buildable SF)	250,874
Sale Price per SF Buildable	\$95.50

SITE DESCRIPTION

Address	120 - 134 Sherbourne Street & 225 Queen Street East
Nearest Major Intersection	Queen Street East and Sherbourne Street
Frontage	Approximately 101 Feet along Queen Street East Approximately 173 Feet along Sherbourne Street Approximately 100 Feet along Britain Street Approximately 144 Feet along Stonecutters Lane
Configuration	Generally Rectangular
Topography	Level

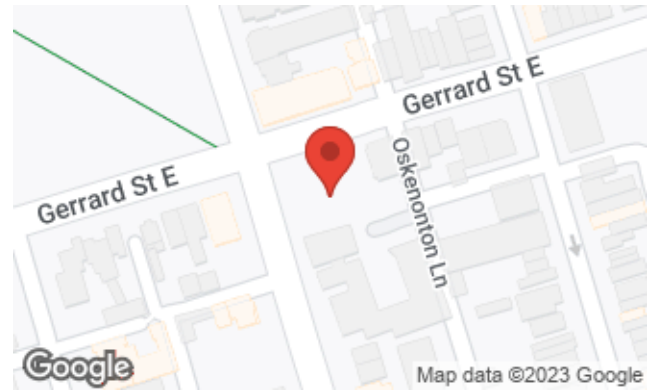
LAND USE PLANNING

Official Plan Designation	Regeneration Areas
Secondary Plan Designation	Mixed Use Areas C
Underlying Zoning	CR - Commercial Residential

GENERAL COMMENTS

At the time of sale the property was improved with four buildings occupied by commercial, office, residential and institutional uses ranging from 1 to 3 storeys that front onto Queen Street East and Sherbourne Street. The sale transaction represents the assembly of four parcels from three separate vendors. According to discussions with a member of the purchasing team, the assemblage had a principle agreement in place in February 2021, six months prior to the closing date. Subsequent to the sale date, on November 7, 2021, a Zoning By-law Amendment and Site Plan Application was submitted in order to permit the development of a 31-storey mixed-use building with a gross floor area of 250,874 square feet and 340 residential units. The application was appealed and the first case management conference was held on November 8, 2022. The written order that followed this conference indicated that the applicant and the City believed there was possibility of mediation and settlement. A second case management conference is scheduled for February 2023, with a merit hearing scheduled for November 2023. At the sale date, the submission and approval of a Zoning By-law Amendment and Site Plan Application was required.

COMPARABLE 4: 307 Sherbourne Street, Toronto, ON



TRANSACTION SUMMARY

Vendor	Oben Flats (Oben Flats Sherbourne GP Limited)
Purchaser	Forum Equity Partners (307 Sherbourne GP Inc.)
Registered Date	7/12/2021
Status	Recorded
PIN	210890040
Sale Price	\$16,600,000
Site Area (Buildable SF)	86,854
Sale Price per SF Buildable	\$191.13

SITE DESCRIPTION

Address	307 Sherbourne Street
Nearest Major Intersection	Sherbourne Street and Gerrard Street East
Frontage	Approximately 110 feet along Sherbourne Street Approximately 129 feet along Gerrard Street East
Configuration	Generally Rectangular
Topography	Generally Level

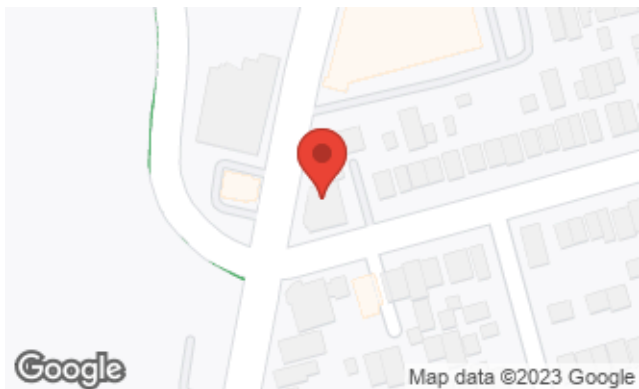
LAND USE PLANNING

Official Plan Designation	Mixed Use Areas
Secondary Plan Designation	Mixed Use Areas 3 - Main Street
Underlying Zoning	CR 1.5 - Commercial Residential

GENERAL COMMENTS

At the time of sale, the property was vacant and unimproved. The City of Toronto Official Plan designates the property Mixed Use Areas. An Official Plan Amendment, a Zoning By-Law Amendment, and a Site Plan Application were submitted from 2015 to 2018, prior to the sale date to permit the redevelopment of the site. The application was appealed to the OMB in April 2017. The OMB appeal pertained to an amendment to Official Plan Amendment 82 and specifically amending those provisions referring to shadowing of Allan Gardens and tower setbacks. Prior to the date of sale, the development had been approved at the OMB. In May 2021, prior to the sale date, a NOAC (first stage of site plan approval) was issued for a 15-storey residential building consisting of 112 residential rental units with a total gross floor area 86,854 square feet and 51 parking spaces. At the time of sale construction of the development was considered to be imminent.

COMPARABLE 5: 995 - 1005 Broadview Avenue & 2 - 4 Mortimer Avenue, Toronto, ON



TRANSACTION SUMMARY

Vendor	BDO Canada Limited
Purchaser	2808234 Ontario Inc.
Registered Date	6/11/2021
Status	Recorded
PIN	103990074, 103990076, 103990077, 103990078, 103990079, 103990080, 103990081, 103990082
Sale Price	\$10,000,000
Site Area (Buildable SF)	61,499
Sale Price per SF Buildable	\$162.60

SITE DESCRIPTION

Address	995 - 1005 Broadview Avenue & 2 - 4 Mortimer Avenue
Nearest Major Intersection	Mortimer Avenue and Broadview Avenue
Frontage	Approximately 173 feet along Mortimer Avenue Approximately 100 feet along Broadview Avenue
Configuration	Irregular
Topography	Generally Level

LAND USE PLANNING

Official Plan Designation	Mixed Use Areas and Neighbourhoods
Secondary Plan Designation	-
Underlying Zoning	CR - Commercial Residential and RS - Residential Semi-Detached

GENERAL COMMENTS

This Index pertains to the sale of a 0.38-acre high-density re-development site fronting onto the northeast corner of Broadview Avenue and Mortimer Avenue, in the City of Toronto. This Index was reportedly improved with semi-detached dwellings and three retail buildings; however, it was actively marketed on a “zoned” basis based on a buildable Gross Floor Area of 64,510 square feet. Despite the aforementioned, the current submission contemplates the development of a 7-storey, 50-unit building containing a total Gross Floor Area of 61,499 square feet. The “meeting of the minds” took place on May 28, 2021 for a total consideration of \$10,000,000, which, based on the current submission, translates to a unit rate of \$163 per square foot of buildable Gross Floor Area. It subsequently closed on June 11, 2021.

Direct Comparison Sales Analysis

The following table summarizes the unadjusted unit rates for the comparable properties:

Index No.	Address	\$ / SF Buildable
1	276 & 290 Merton Street, Toronto, ON	\$181
2	130 - 134 Parliament Street & 529 Richmond Street	\$90
3	120 - 134 Sherbourne Street & 225 Queen Street	\$96
4	307 Sherbourne Street, Toronto, ON	\$191
5	995 - 1005 Broadview Avenue & 2 - 4 Mortimer /	\$163

The sales have been reduced to a similar unit of comparison, namely price per SF buildable. The comparable sales provide unadjusted unit rates from \$89.90 to \$191.13 per SF buildable and range in size from 61,499 to 324,256 buildable SF. The properties sold between June 2021 and July 2023. The following is an analysis of the adjustments we have considered for each of the comparable sale properties.

Index No. 1 is the sale of a 82,385 buildable SF site located at 276 & 290 Merton Street, Toronto. It sold for \$14,900,000 (\$180.86 per SF buildable) on July 28, 2023. The sale property:

- was the object of a vendor-take-back mortgage with favourable financing terms;
- benefits from a superior location within the Davisville area, which yields higher sell-out rates for condo apartments; and,
- is smaller than the subject and, generally speaking, smaller developments trade at higher unit rates than larger developments.

As a result, downward adjustments are required for financing, location, and size. Overall, we would expect the Subject Property unit pricing to be less than this comparable sale.

Index No. 2 is the sale of a 324,256 buildable SF site located at 130 - 134 Parliament Street & 529 Richmond Street East, Toronto. It sold for \$29,150,000 (\$89.90 per SF buildable) between February 26, 2021, and May 10, 2022. The sale property:

- is larger than the subject and, generally speaking, larger developments trade at lower unit rates than smaller developments; and,
- required the submission and approval of a Zoning By-law Amendment at the date of sale, whereas the Subject had already been OLT approved.

As a result, upward adjustments are required for size and use / planning status. However, the sale property:

- was the object of a vendor-take-back mortgage with favourable financing terms; and,
- registered sold between February 2021 and May 2022, since which time market conditions have deteriorated.

As a result, downward adjustments are required for financing and time. Overall, we would expect the Subject Property unit pricing to be greater than this comparable sale.

Index No. 3 is the sale of a 250,874 buildable SF site located at 120 - 134 Sherbourne Street & 225 Queen Street East, Toronto. It sold for \$23,959,000 (\$95.50 per SF buildable) on July 20, 2021. The sale property:

- is larger than the subject and, generally speaking, larger developments trade at lower unit rates than smaller developments; and,
- required the submission and approval of a Zoning By-law Amendment at the date of sale, whereas the Subject had already been approved.

As a result, upward adjustments are required for size and use / planning status. However, the sale property:

- registered sold in July 2021, since which time market conditions improved and subsequently deteriorated.

As a result, a downward adjustment is required for time. Overall, we would expect the Subject Property unit pricing to be greater than this comparable sale.

Index No. 4 is the sale of a 86,854 buildable SF site located at 307 Sherbourne Street, Toronto. It sold for \$16,600,000 (\$191.13 per SF buildable) on July 12, 2021. The sale property:

- registered sold in July 2021, since which time market conditions improved and subsequently deteriorated;
- is smaller than the subject and, generally speaking, smaller developments trade at higher unit rates than larger developments; and,
- had received a Site-Specific Zoning By-law Amendment and also received a Notice of Approval Conditions as at the date of sale, while the Subject had only received approval of a Zoning By-law Amendment.

As a result, downward adjustments are required for time, size, and use / planning status. Overall, we would expect the Subject Property unit pricing to be less than this comparable sale.

Index No. 5 is the sale of a 61,499 buildable SF site located at 995 - 1005 Broadview Avenue & 2 - 4 Mortimer Avenue, Toronto. It sold for \$10,000,000 (\$162.60 per SF buildable) on June 11, 2021. This sale property:

- was located in an inferior location further east of the Downtown Core; and,

As a result, an upward adjustment is required for location. However, the sale property:

- registered sold in July 2021, since which time market conditions improved and subsequently deteriorated; and,
- is smaller than the subject and, generally speaking, smaller developments trade at higher unit rates than larger developments.

As a result, downward adjustments are required for time and size. Overall, we would expect the Subject Property unit pricing to be less than this comparable sale.

The table following provides a summary of our adjustments to the comparable sale properties.

Index No.	Unadjusted \$ / Buildable SF	Financing	Time	Location	Size	Physical Characteristics	Use / Planning Status	Overall Adjustment
4	\$191	↔	↓	↔	↓	↔	↓	↓
1	\$181	↓	↔	↓	↓	↔	↔	↓
5	\$163	↔	↓	↑	↓	↔	↔	↓
3	\$96	↔	↓	↔	↑	↔	↑	↑
2	\$90	↓	↓	↔	↑	↔	↑	↑

Based on the analysis, and in consideration of the characteristics of the Subject property including its location, size, land use status, physical characteristics and use/planning status, it is our opinion that an appropriate unit value for the Subject would be higher than Index Nos. 2 and 3 and lower than Index Nos. 1, 4 and 5.

Direct Comparison Approach Conclusion

The Direct Comparison Approach, which is the most common technique used to value land, is the preferred method when sales of comparable properties are available. Before adjustments, the five comparable sale properties range from \$89.90 per SF buildable to \$191.13 per SF buildable.

The Subject Property forms part of a 121,423 buildable SF development site located adjacent to the Berkeley Church at the southwest corner of Queen Street East and Berkeley Street, in the City of Toronto. Overall, we are of the opinion that an appropriate unit value for the Subject would be higher than Index Nos. 2 and 3 and lower than Index Nos. 1, 4 and 5.

Based on our preceding analysis, it is our opinion that an appropriate unit value for the Subject Property would lie within the range between [REDACTED] per SF buildable. It is our opinion that the market value of the Subject Property is located within the middle of this refined range, [REDACTED] per SF buildable. Subsequent section(s) herein utilize this full fee simple rate as the basis in estimating the real estate interests associated with the Subject Property.

Market Value Estimate – Subject Property Interests

Subject Property Interests

The Client has requested our opinion of the market value for each of the below interests at the Subject Property.

Air Rights Fee Simple Interest

This interest is required to accommodate the cantilevered portion of the adjacent development project. For the purposes of our analysis, it is assumed the cantilever will have the same footprint as the Subject's site area of 1,970 square feet. Based on a review of the Architectural Drawings provided by the Client, the cantilevered portion begins approximately 26.0 metres above grade, beginning on Floor 8 and continuing upwards to Floor 17 (10 floors in total). Overall, the stratified fee simple air rights parcel will have an estimated area of 1,970 square feet, beginning from 26.0 metres above grade and extending upwards to the sky.

Subsurface Fee Simple Interest

This interest is required to accommodate the underground parking component of the adjacent development project. For the purposes of our analysis, it is assumed the underground parking area will have the same footprint as the Subject's site area of 1,970 square feet. As per the Architectural Drawings, parking level one commences immediately below grade and extends downwards three levels. Overall, the stratified fee simple subsurface parcel will have an estimated area of 1,970 square feet, commencing immediately below grade and continuing down to the earth's centre.

Permanent Easement

The permanent easement is required to provide access for maintenance, repair and any additional support required to operate and maintain the adjacent development. For the purposes of our analysis, it is assumed the permanent easement area will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet) at ground level.

Temporary Construction Easement

The temporary construction easement is required for construction and staging for a period of 60 months (5 years). For the purposes of our analysis, it is assumed the temporary easement area will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet), beginning on Floor 1 and continuing upwards to Floor 7 (7 floors in total). This encumbered area represents the stratified portion of the Subject Property not acquired for the development, but is required for the construction of the development.

Truck Access Easement

The truck access easement is a permanent interest required for access to the truck turning bay located primarily on the adjacent development. The truck access easement will encumber an estimated area of 40 square feet, reportedly requiring 6.2 metres of area above grade level. For the purposes of our analysis, it is assumed the truck access easement area begins on Floor 1 and continues upwards to Floor 7 (7 floors in total), to the underside of the cantilever portion of the Subject development.

Stratified Valuation Methodology

Introduction

The Client has requested an estimate of market value for the air rights and subsurface stratified interests at the Subject Property.

Open market transactions of stratified air rights and subsurface lands are not commonplace in the market, resulting in a lack of available market data to rely upon in the valuation of the stratified areas using typical valuation methodologies. Given the foregoing, we have undertaken broad research into how the appraisal of stratified areas has been historically conducted. It is important to note that the research and literature related to the appraisal of stratified values are predominantly from US appraisers and sources, based on US-based research and findings. This can be attributed to the much larger real estate market and history of air and subsurface right acquisitions given the larger number of cities and major infrastructure projects located within the US. It is our opinion that the theory and general research from the US holds true and can be applied within the Canadian market.

Stratified Valuation Research - George L. Schmutz - Condemnation Appraisal Handbook

George L. Schmutz, a realtor and appraiser authored the book “Condemnation Appraisal Handbook”, with the first printing in January 1949 and the fourth printing in November 1957. The fourth printing was a revision of the former printings that included new chapters. It is important to note the use of the word condemnation in the title of this book, refers to the legal acquisition of property by a government authority with the ability to do so, and not the generally known use of the word as a building in a state of significant disrepair that has been deemed to be condemned, typically by a municipal government. The use of the word as it relates to the legal acquisition of the property is also known as eminent domain in the United States, or expropriation in Canada.

In Chapter XXI – Air Rights, Mr. Schmutz discusses the premise that the fee simple value of a lot is assumed to be divided by horizontal planes passing overhead, on the surface and underground at specified intervals. Through a compilation of factual data and the collection of opinions from knowledgeable professionals with experience in the valuation of air rights issues, Mr. Schmutz assigned value percentages, as a function of the full fee simple value, to the horizontal sections of the full property. The following is a breakdown of the percentages delineated for each of the horizontal sections described by Mr. Schmutz.

- 45% - Surface to a height of 20 feet, normally the first storey of a building, exclusive of the basement
- 20% - 20 to 44 feet above first floor
- 17% - greater than 44 feet above grade
- 8% - basement
- 3% - sub-basement
- 2% - below sub-basement

The total surface and above grade values equate to 82% of the property, with the below grade level value equating to 13%. The total of the individual horizontal sections being 95% is to account for the fact that the full fee simple value of the property ought to be greater than the sum of each of the individual sections.

It is important to note that these values were generally agreed to prior to WWII, when construction costs were less than half of those prevailing at the time of the book in the 1960s. Costs and urban design have changed considerably since the time of this initial pre-WWII research, as well as this most recent version of Mr. Schmutz's book. Mr. Schmutz notes that it is possible that the percentage distribution in new leases may be different, in addition to the fact that the percentages presented as not a rule, rather an illustration of what has happened in the past with the intention that it may prove useful for future appraisal problems.

It is our opinion that the aforementioned horizontal sections require updating for relevance in urban centres such as the location of the Subject Property (being within the City of Toronto), where buildings are much taller than at the time of the original research, with the corresponding depth of below grade parking structures given the height of the building above grade.

Although we have opined that the horizontal levels of Mr. Schmutz model require updating for a modern city, the overall split of 82% surface and above grade and 13% below grade of the total fee simple value of a property opined by Mr. Schmutz remains relevant and assists in formulating our opinion herein.

Colliers Modified Schmutz Model

We are of the opinion that the most appropriate methodology to utilize in an estimate of the value of a stratified interest is a modified version of the Schmutz model, which incorporates the fact that in modern day development, there is more value in lower depths below grade and greater heights above grade as compared with the time in which Mr. Schmutz formulated his percentage value opinions. Our modification of the Schmutz model involves the following:

- Estimating the total number of above and below grade stratified levels at the Subject Property.
 - For the purposes of our analysis herein, we have estimated the density (FSI) attributable to a potential development of the Subject Property, utilizing the development statistics of the adjacent development assembly at 301-311 Queen Street East.
 - In the Subject Property instance, we have estimated the achievable FSI to be 10.00, with an above grade building height of 17 levels.
 - For the below grade area, we have assumed that there would be 3 below grade areas, to accommodate the parking requirements at a development of the Subject Property.
- Calculating the per stratified level value of the Subject Property.

In the Subject Property instance, we have estimated a development of the Subject Property would have a total of 20 stratified levels, comprised of 17 above grade levels and 3 below grade levels.

Given all the foregoing, the 20 stratified levels of the Subject Property's potential development would have a per level value of 5.00% (1 / 20 stratified levels). This equates to an above grade value of 85.00% and a below grade value of 15.00%.

Market Value Estimate – Stratified Fee Simple Interests

The Client has requested an estimate of value for the air rights and subsurface fee simple interests associated with the Subject Property.

In the section of this report entitled ‘Stratified Compensation Estimate’, beginning on Page 50 herein, we summarized the valuation of stratified interests in real estate. The Schmutz model estimates the value of a stratified interest in a property by estimating a percentage of the fee simple value to apply to the affected area. We are of the opinion that the most appropriate methodology to utilize in an estimate of the value of a stratified fee simple requirement is a modified version of the Schmutz model, described previously herein (Page 52 herein).

In the Subject Property instance, we have estimated a development of the Subject Property would have a total of 20 stratified levels, comprised of 17 above grade level and 3 below grade levels. Given all the foregoing, the 20 stratified levels of the Subject Property’s potential development would have a per level value of 5.00% (1 / 20 stratified levels). This equates to an above grade value of 85.00% and a below grade value of 15.00%.

The air rights interest begins approximately 26.0 metres above grade, beginning on Floor 8 and continuing upwards to Floor 17 (10 floors in total). Based on a per level value of 5.00%, it is our opinion that the air rights interest should be estimated at 50.00% (10 floors x 5.00% per floor).

The subsurface interest commences immediately below grade and extends downwards three levels. Based on a per level value of 5.00%, it is our opinion that the subsurface interest should be estimated at 15.00% (3 floors x 5.00% per floor).

Given the foregoing, it is our opinion that the air rights interest should be estimated at 50.00% and the subsurface interest at 15.00% of the fee simple Subject Property value.

Stratified Fee Simple Interest Value Estimate

Based upon the foregoing market analysis and subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda, it is our opinion that the current market value of the stratified Fee Simple interests required, as at October 2, 2023, are:

Air Rights Fee Simple Interest

Subsurface Fee Simple Interest

The above value estimate is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on Page 15 herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Market Value Estimate – Permanent Easement Interest

Introduction

According to the Dictionary of Real Estate, an easement is “an interest in real property that conveys use, but not ownership, of a portion of an owner’s property”. As previously described herein, the Fee Simple Interest of a property refers to absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat. Put another way, real estate ownership encompasses a bundle of rights, where fee simple ownership encompasses the entire bundle of rights. A portion of the bundle of rights, such as an underground easement for cable installation, can be sold to another party, granting this party an easement over the Subject Property in a certain area for a certain use.

The Client has requested an estimate of the market value of a permanent easement over the surface area of the Subject Property. It is our understanding that this easement is required to provide access for maintenance, repair and any additional support required to operate and maintain the subject development. This interest will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet) at ground level.

We have not been provided with a formal description of the permissions that the easement will grant and have assumed, for the purposes of this report, that the easement will be relatively broad in its permissions.

Easement Valuation

The value of an easement is typically estimated as a percentage of the fee simple land value of the underlying property. The value percentage is inherently linked to the location and impact that the easement possesses over the property. It is also important to note that the value of an easement is predicated on the negative impact to the Subject Property, not the value gained by the purchaser of the easement.

For example, an air rights easement over land for the installation of overhead powerlines may not impact the grade level lands themselves, however, given the overhead use, would greatly diminish the potential uses of the property, and in extreme cases render the land non-developable. In this instance, we would expect the percentage of the fee simple value to be at or near 100%. At the opposite end of the spectrum, a small underground easement that has no effect on the use of the property or any redevelopment of the property would be considered to be nominal, and we would expect the percentage of the fee simple value to be within the range of 1% to 10%.

In order to understand the impact that the easement has on the Subject Property, we must understand a number of factors regarding the easement, including but not limited to: the easement’s use, its location, whether or not it is within a setback, the nuisance involved in any construction, responsibility of the maintenance associated with the lands subject to the easement including payment of taxes and insurance, restrictions on use, permission requirements for use, and access rights.

The table following is a summary of the percentage of fee simple values, comments on the potential impact of the easements, and potential types of easements, as presented by Donald Sherwood, SR/WA in a 2006 article published in the Right of Way Magazine. Mr. Sherwood prepared this chart to assist appraisers and right of way professionals as a general guide in looking at the effect an easement may have on the total bundle of rights.

Easement Valuation Matrix		
Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric, Flowage easements, Railroad ROW, Irrigation canals
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines, Drainage easements, Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines, Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, Cable lines, Telecommunications
26% - 49%	Location along a property line Location across non usable land area	Water or sewer line, cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights, Water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface

Source: Right of Way Magazine "Easement Valuation" Sherwood, May/June 2006

As previously noted herein, the value of an easement is predicated on the negative impact to the Subject Property, not the value gained by the purchaser of the easement. We have assumed that the easement does not restrict the continued operation of the adjacent Berkeley Church event and media venue to the east (315-317 Queen Street East).

Permanent Easement Value Estimate

It is our opinion that the middle category in Mr. Sherwood's chart is most relevant to the courtyard easement required at the Subject Property, given the balanced use by both owner and easement holder. This category in Mr. Sherwood's chart notes a value of 50% of the 100% fee simple value.

In the Subject Property instance, we have estimated a development of the Subject Property would have a total of 20 stratified levels, comprised of 17 above grade level and 3 below grade levels. Given all the foregoing, the 20 stratified levels of the Subject Property's potential development would have a per level value of 5.00% (1 / 20 stratified levels). This equates to an above grade value of 85.00% and a below grade value of 15.00%.

The easement interest will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet) of the at-grade level area of the Subject courtyard. As a result, we have selected a value equivalent to 5.00% of the site's 100% fee simple value. Given the required area is an easement which does not fully encumber the required land, but is granted use of the land, it is our opinion that an appropriate rate for the easement is 50% of the value of the fee simple portion.

Based upon the foregoing market analysis and subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda, it is our opinion that the current market value of the permanent easement interest, as at October 2, 2023, is:

Permanent Easement Interest

The above value estimate is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Market Value Estimate – Temporary Easement Interest

Introduction

A Temporary Easement (TE) is an interest in real estate whereby a certain area of the Subject Property is acquired on a temporary basis for a specific use. A TE may grant the easement holder exclusive use of the area, prohibiting the owner's use, or it may require shared use with the owner. A TE's time requirement can be expressed in months or years, and upon the expiry of the term, the lands are returned to the property owner for their full and exclusive use, in the same condition as at the time of acquisition. A TE is similar in nature to a "ground lease", where the Subject Property owner rents an area of land to a tenant.

The owner of lands upon which a TE is required is entitled to a rate of return for the use of their lands during the term of the TE. The calculation of a TE market value is typically a function of prevailing mortgage rates and bond (government and corporate) rates at the time of the acquisition of the TE.

Subject Property Temporary Easement Description

In the Subject Property instance, an exclusive temporary construction easement is required for temporary construction and staging, for a period of 60 months (5 years). We have assumed the temporary easement area will encumber an estimated area of 1,930 square feet (Subject site area of 1,970 square feet, less the truck easement area of 40 square feet) at grade level to approximately 26.0 metres above grade, from Floor 1 to Floor 7 (7 floors in total), fully restricting use of the area by the property owner for the duration of the temporary easement.

Market Data

As noted previously, the value of a TE is typically a function of market-driven rates and the fee simple value of the underlying lands. The following is a summary of prevailing market rates that can be utilized in the determination of a yield rate to calculate the TE.

- According to the Bank of Canada, benchmark bond yields can be summarized as follows:

Benchmark Bond	Yield
2-Year	4.96%
3-Year	4.72%
5-Year	4.33%
7-Year	4.18%
10-Year	4.09%
Long Term	3.87%

- According to the Bank of Canada, conventional mortgage rates ranged from 7.04% to 8.09%.
- Moody's Seasoned AAA Corporate Bond Yield was reported to be 5.47%.
- According to the Bank of Canada, the prime rate was 7.20%.

Stratified TE Rate Estimate

Given the foregoing, it is our opinion that the appropriate range in yield rate to estimate the value of a TE is from 7.50% to 8.50% and we have we have utilized the mid-point of the aforementioned range in our analysis, or 8.00%.

Given the stratified nature of the TE, the discount rate estimated herein must be applied to the fee simple value of the stratified fee simple value of the required area. We are of the opinion that the most appropriate methodology to utilize in an estimate of the value of a stratified temporary easement wherein is a modified version of the Schmutz model, described previously herein (Page 52 herein).

In the Subject Property instance, we have estimated a development of the Subject Property would have a total of 20 stratified levels, comprised of 17 above grade level and 3 below grade levels. Given all the foregoing, the 20 stratified levels of the Subject Property's potential development would have a per level value of 5.00% (1 / 20 stratified levels). This equates to an above grade value of 85.00% and a below grade value of 15.00%.

The TE is situated at grade level to approximately 26.0 metres above grade, from Floor 1 to Floor 7 (7 floors in total). As a result, we have selected a value equivalent to 35.00% (7 floors x 5.00% per floor) of the full fee simple value is the appropriate rate to apply for the purposes of estimating the value of the stratified TE. It is noted that the TE will likely encumber the Subject courtyard area from the earth's centre to sky; however, given the stratified air rights and subsurface interests that were valued in a previous section of this report, and to avoid double counting these interests, we have removed these areas from the TE analysis.

Temporary Easement Interest Value Estimate

Based upon the foregoing market analysis and subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda, it is our opinion that the current market value of the temporary easement interest, as at October 2, 2023, is:

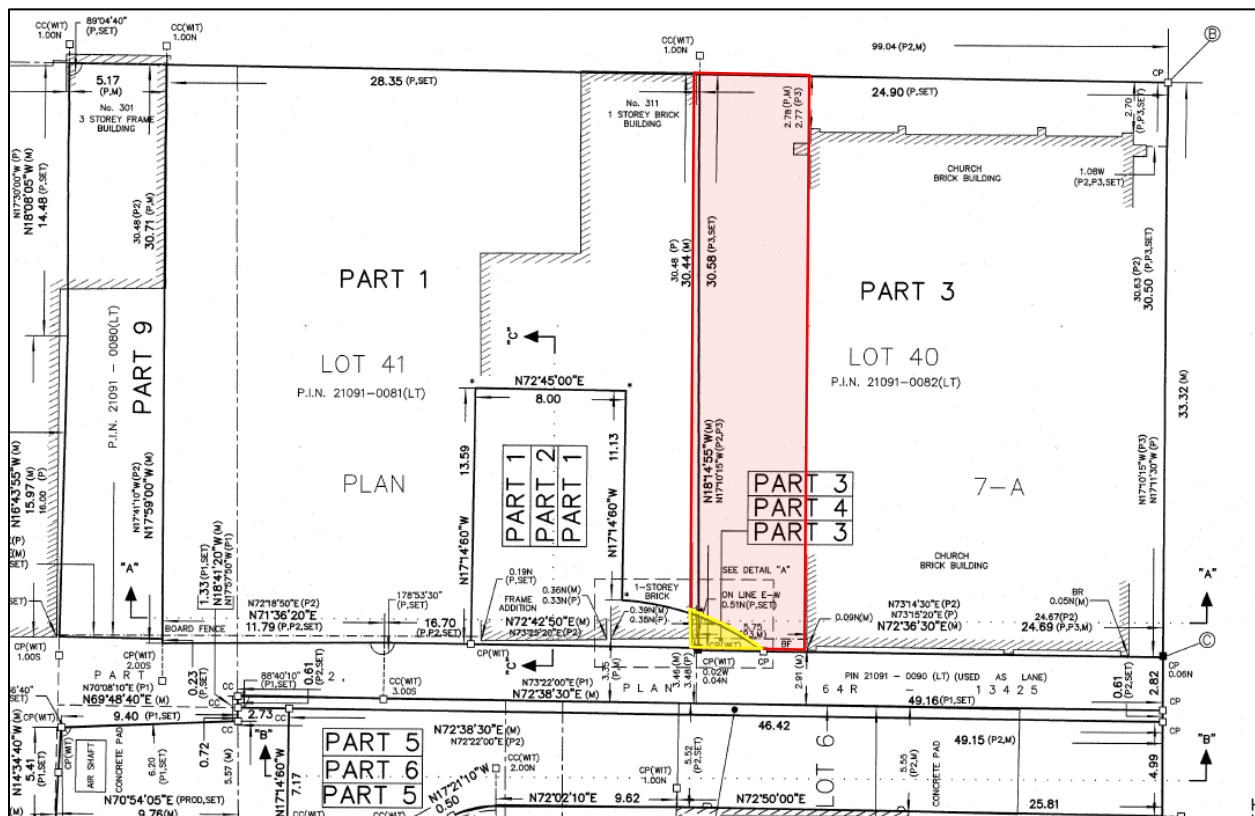
Temporary Easement Interest

The above value estimate is based on an exposure period of six to nine months, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Market Value Estimate – Truck Access Easement Interest

The Client has requested an estimate of the market value of a truck access easement over the surface area located at the rear of the Subject Property. It is our understanding that this easement is required for access to the truck turning bay located primarily on the adjacent development. Please refer to the following survey plan for an outline of the Subject Property (outlined and highlighted in red), and an outline of the Truck Access Easement (outlined and highlighted in yellow).

The truck access easement is a permanent interest required for access to the truck turning bay located primarily on the adjacent development. The truck access easement will encumber an estimated area of 40 square feet, reportedly requiring 6.2 metres of area above grade level. For the purposes of our analysis, it is assumed the truck access easement area begins on Floor 1 and continues upwards to Floor 7 (7 floors in total), to the underside of the cantilever portion of the Subject development.



Source: Plan 66R-32838. Modified by Colliers.

Truck Access Easement Value Estimate

It is our opinion that the top category in Mr. Sherwood's chart, detailed on **Page 55** herein, is most relevant to the easement required at the Subject Property, given the severe impact on surface use. This category in Mr. Sherwood's chart notes a value of 90% to 100% of the fee simple value. This is due to the fact that the easement will require the area to be paved and utilized for truck access, which will ultimately not permit the existing area to be utilized as a courtyard, servicing the Berkeley church.

In the Subject Property instance, we have estimated a development of the Subject Property would have a total of 20 stratified levels, comprised of 17 above grade level and 3 below grade levels. Given all the foregoing, the 20 stratified levels of the Subject Property's potential development would have a per level value of 5.00% (1 / 20 stratified levels). This equates to an above grade value of 85.00% and a below grade value of 15.00%.

The easement interest will encumber an estimated area of 40 square feet beginning at grade level and continued 6.2 metres above grade level. For the purposes of our analysis, it is assumed the truck access easement area begins on Floor 1 and continues upwards to Floor 7 (7 floors in total), to the underside of the cantilever portion of the Subject development. As a result, we have selected a value equivalent to 35.00% (7 floors x 5.00% per floor) of the full fee simple value is the appropriate rate to apply for the purposes of estimating the value of the truck access easement. Given the required area is an exclusive access easement which will fully encumber the required land, it is our opinion that an appropriate rate for the easement is 100% of the value of the fee simple portion.

Based upon the foregoing market analysis and subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda, it is our opinion that the current market value of the permanent easement interest, as at October 2, 2023, is:

Truck Access Easement Interest

The above value estimate is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Certification

**Berkeley Church Courtyard
315-317 Queen Street East, Toronto, Ontario M5A 1S7
(See Property Data Section for Legal Description)**

We, the undersigned appraisers, certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported Assumptions and Limiting conditions, and are our impartial and unbiased professional analyses, opinions and conclusions;
- We have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment;
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- We have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
- Professional assistance was provided by Braden Sentineal, AACI, P.App, which included gathering, analyzing and reporting regional, local area, zoning, and tax information, confirming some of the comparable data, and assisting with portions of the valuation analysis;
- As of the date of this report the undersigned have fulfilled the requirements of The Appraisal Institute of Canada's Continuing Professional Development Program;
- We are members in good standing of the Appraisal Institute of Canada.

Information pertaining to inspection of the subject property is as follows:

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Samuel Linds, B.Comm, AACI, P.App, PLE	Yes	Exterior Only	October 2, 2023
Matthew Bruchkowsky, AACI, P.App	Yes	Exterior Only	October 2, 2023
Braden Sentineal, AACI, P.App	No	-	-



Final Estimate of Value

Based upon the data, analyses and conclusions contained herein, the current market value as is of the real estate interests described herein of the Subject Property, as of October 2, 2023 is estimated to be:

Summary of Valuation Conclusion	
Air Rights Fee Simple Interest	[REDACTED]
Subsurface Fee Simple Interest	[REDACTED]
Permanent Easement Interest	[REDACTED]
Temporary Easement Interest	[REDACTED]
Truck Access Easement Interest	[REDACTED]
Total Market Value (rounded)	[REDACTED]

The above value estimate is based on an exposure period of six to nine months, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed beginning on **Page 15** herein, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Appraiser

Samuel Linds, B.Comm, AACI, P.App, PLE

Date: October 12, 2023

AIC Membership No. 908069

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

Co-Signing Appraiser

Matthew Bruchkowsky, AACI, P.App

Date: October 12, 2023

AIC Membership No. 905015

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

Appendices

Appendix A	Ordinary Assumptions and Limiting Conditions
Appendix B	Definitions
Appendix C	Market Overview
Appendix D	GeoWarehouse Report
Appendix E	Land Use Controls
Appendix F	Comparable Sales

Appendix A

Ordinary Assumptions and Limiting Conditions

Ordinary Assumptions and Limiting Conditions

The certification that appears in this appraisal report is subject to compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP"), and the following conditions:

- 1) This report has been prepared at the request of **Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE** of MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability (the client) for the purpose of providing an estimate of the market value of **315-317 Queen Street East, Toronto, Ontario** (the Subject Property) and for the specific use referred to. It is not reasonable for any party other than the person or those to whom this report is addressed to rely upon this appraisal without first obtaining written authorization from the client and the author of this report. This report has been prepared on the assumption that no other party will rely on it for any other purpose. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
- 2) This report has been prepared at the request of **Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE** of MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability and for the exclusive (and confidential) use of the recipient as named and for the specific purpose and function as stated. Written consent from the authors must be obtained before any part of the appraisal report can be used for any use by anyone except the client and other intended users identified in the report. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee.
- 3) All copyright is reserved to the author and this report is considered confidential by the author and **Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE** of MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holding Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without the prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference. Without limiting the generality of the foregoing, neither all nor any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.
- 4) The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the PIPEDA.
- 5) This appraisal report, its content and all attachments/addendums and their content are the property of the appraiser. The client, intended users and any appraisal facilitator are prohibited, strictly forbidden

and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

- 6) The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
- 7) This report is completed on the basis that testimony or appearance in court or at any administrative proceeding concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and for preparation and for any appearances that may be required, and the provision of appropriate additional compensation.
- 8) The estimated market value of the real estate that is the Subject of this appraisal pertains to the value of the **fee simple interest** in the real property. The property rights appraised exclude mineral rights, if any.
- 9) The concept of market value presumes reasonable exposure. The exposure period is the estimated length of time the asset being valued would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of valuation. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. The reasonable exposure period is a function not only of time and effort but will depend on the type of asset being valued, the state of the market at the date of valuation and the level at which the asset is priced. (The estimated length of the exposure period needed to achieve the estimated market value is set forth in the Letter of Transmittal, prefacing this report).
- 10) The analyses set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. However, these data are not guaranteed for accuracy. Unless otherwise stated, we did not verify client-supplied information, which we believed to be correct. Certain information has been accepted at face value, especially if there was no reason to doubt its accuracy. Other empirical data required interpretative analysis pursuant to the objective of this appraisal. Certain inquiries were outside the scope of this mandate.
- 11) The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No title search has been performed, and the appraiser assumes that the title is good and marketable and free and clear of all value influencing encumbrances, encroachments, restrictions or covenants, including leases, unless otherwise noted in this report, and that there are no pledges, charges, liens or special assessments outstanding against the property other than as stated and described. The property is appraised on the basis of it being under responsible ownership. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
- 12) The property has been valued on the basis that there are no outstanding liabilities except as expressly noted, pursuant to any agreement with a municipal or other government authority, pursuant

to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to lease, which may affect the stated value or saleability of the Subject Property or any portion thereof.

- 13) The property has been valued on the basis that there is no action, suit, proceeding or investigation pending or threatened against the real estate or affecting the titular owners of the property, at law or in equity or before or by any federal, provincial or municipal department, commission, board, bureau, agency or instrumentality which may adversely influence the value of the real estate appraised.
- 14) The legal description of the property and the area of the site were obtained from the GeoWarehouse. No survey of the property has been made. Any plans and sketches contained in this report show approximate dimensions only and are included solely to aid the recipient in visualizing the location of the property, the configuration and boundaries of the site and the relative position of the improvements on the said lands. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
- 15) The property has been valued on the basis that the real estate complies in all material respects with any restrictive covenants affecting the site and has been built and is occupied and being operated, in all material respects, in full compliance with all Government regulations and requirements of law, including all zoning, land use classification, building codes, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal governmental authorities having jurisdiction with respect thereto, and that if it doesn't comply, any such non-compliance may affect market value. (It is recognized there may be work orders or other notices of violation of law outstanding with respect to the real estate and that there may be certain requirements of law preventing occupancy of the real estate as described in this report. However, such circumstances have not been accounted for in the appraisal process).
- 16) The term "inspection" refers to observation and reporting of the general material finishing and conditions seen for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only, in accordance with the CUSPAP.
- 17) The opinions of value and other conclusions contained assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The appraiser has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The appraiser has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this physical inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the appraiser.
- 18) The author of this report is not qualified to comment on environmental issues (including, without limitation any chemical or biological issues) that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government, or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the property appraised.
- 19) Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or

other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

- 20) Investigations have been undertaken in respect of matters which regulate the use of land. However, no inquiries have been placed with the fire department, the building inspector, the health department or any other government regulatory agency with respect to the Subject property's compliance with all applicable regulations, unless such investigations are expressly represented to have been made in this report. Assumptions have been made that the Subject property is in compliance with all such regulations. The Subject Property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of this property. To be certain of such compliance, further investigations may be necessary. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
- 21) The interpretation of any leases and other contractual agreements, pertaining to the operation and ownership of the property, as expressed, is solely the opinion of the author and should not be construed as a legal interpretation. Further, any summaries of such contractual agreements are presented for the sole purpose of giving the reader an overview of the salient facts thereof.
- 22) The estimated market value of the property does not necessarily represent the value of the underlying shares of the entity owning the property, if the asset is so held, as the value of the shares could be affected by other considerations. Further, the estimated market value does not include consideration of any extraordinary financing, rental or income guarantees, special tax considerations or any other atypical benefits which may influence the ordinary market value of the property, unless the effects of such special conditions, and the extent of any special value that may arise therefrom, have been described and measured in this report.
- 23) Should title to the real estate presently be held (or changed to a holding) by a partnership, in a joint venture, through a Co-tenancy arrangement or by any other form of divisional ownership, the value of any fractional interest associated therewith may be more or less than the percentage of ownership appearing in the contractual agreement pertaining to the structure of such divisional ownership. For the purposes of our valuation, we have not made any adjustment for the value of a fractional interest.
- 24) In the event of syndication, the aggregate value of the limited partnership interests may be greater than the value of the freehold or fee simple interest in the real estate, by reason of the possible contributory value of non-realty interests or benefits such as provision for tax shelter, potential for capital appreciation, special investment privileges, particular occupancy and income guarantees, special financing or extraordinary agreements for management services.
- 25) Unless otherwise noted, the estimated market value of the property referred to is predicated upon the condition that it would be sold on a cash basis to the vendor subject to any contractual agreements and encumbrances as noted in this report as-is and where-is, without any contingent agreements or caveats. Other financial arrangements, good or cumbersome, may affect the price at which this property might sell in the open market.

- 26) Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of market value expressed, as of the effective date of this appraisal, cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
- 27) The value expressed is in Canadian dollars.
- 28) This report is only valid if it bears the original or password secured digital signature(s) of the author(s). If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
- 29) These Ordinary Assumptions and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or by the particulars of this mandate.

Appendix B

Definitions

Definitions

Property Interests

- Fee Simple**
- Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.
- Leased Fee Interest**
- The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.
- Leasehold Interest**
- The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

General Definitions

Adjusted or Stabilized Overall Capitalization Rate is usually derived from transactions with excessive vacancy levels or contract rents over/under market levels. In such cases, net operating income is “normalized” to market levels and the price adjusted to reflect expected costs required to achieve the projected net operating income.

The Cost Approach to value is based upon the economic principle of substitution, which holds that the value of a property should not be more than the amount by which one can obtain, by purchase of a site and construction of a building without undue delay, a property of equal desirability and utility.

Direct or Overall Capitalization refers to the process of converting a single year’s income with a rate or factor into an indication of value.

The Direct Comparison Approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the Subject Property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.

Discount Rate is a yield rate used to convert future payments or receipts into a present value.

Discounted Cash Flow Technique offers an opportunity to account for the anticipated growth or decline in income over the term of a prescribed holding period. More particularly, the value of the property is equivalent to the discounted value of future benefits. These benefits represent the annual cash flows (positive or negative) over a given period of time, plus the net proceeds from the hypothetical sale at the end of the investment horizon.

Two rates must be selected for an application of the DCF process:

- the internal rate of return or discount rate used to discount the projected receivables;
- an overall capitalization rate used in estimating reversionary value of the asset.

The selection of the discount rate or the internal rate of return is based on comparing the Subject Property to other real estate opportunities as well as other forms of investments. Some of the more common bench marks in the selection of the discount rate are the current yields on long term bonds and mortgage interest rates.

Exposure Time - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Exposure Time” (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2022 ed. Page 6) as:

“The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. Exposure time is backward-looking.”

Fair Value (International Financial Reporting Standards) – IFRS 13 defines “Fair Value” as:

“The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.”

Highest and Best Use - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Highest and Best Use” (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2022 ed. Page 7) as:

“The reasonably probable use of Real Property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value.”

The Income Approach to value is utilized to estimate real estate value of income-producing or investment properties.

Internal Rate of Return is the yield rate that is earned or expected over the period of ownership. It applies to all expected benefits including the proceeds of sale at the end of the holding period. The IRR is the Rate of Discount that makes the net present value of an investment equal zero.

Market Value - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Market Value” (The Appraisal of Real Estate, Third Canadian Edition, ed. Dybvig, (University of British Columbia, Real Estate Division, 2010), p. 2.8) as:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, assuming that neither is under duress.”

Net Operating Income is the actual or anticipated net income remaining after all operating expenses are deducted from effective gross income before debt service and depreciation. Net Operating Income is usually calculated for the current fiscal year or the forthcoming year.

Overall Capitalization Rate is an income rate that reflects the relationship between a single year's net operating income expectancy and the total property price. The Overall Capitalization Rate converts net operating income into an indication of a property's overall value.

A Yield Rate is applied to a series of individual incomes to obtain a present value of each.

Appendix C

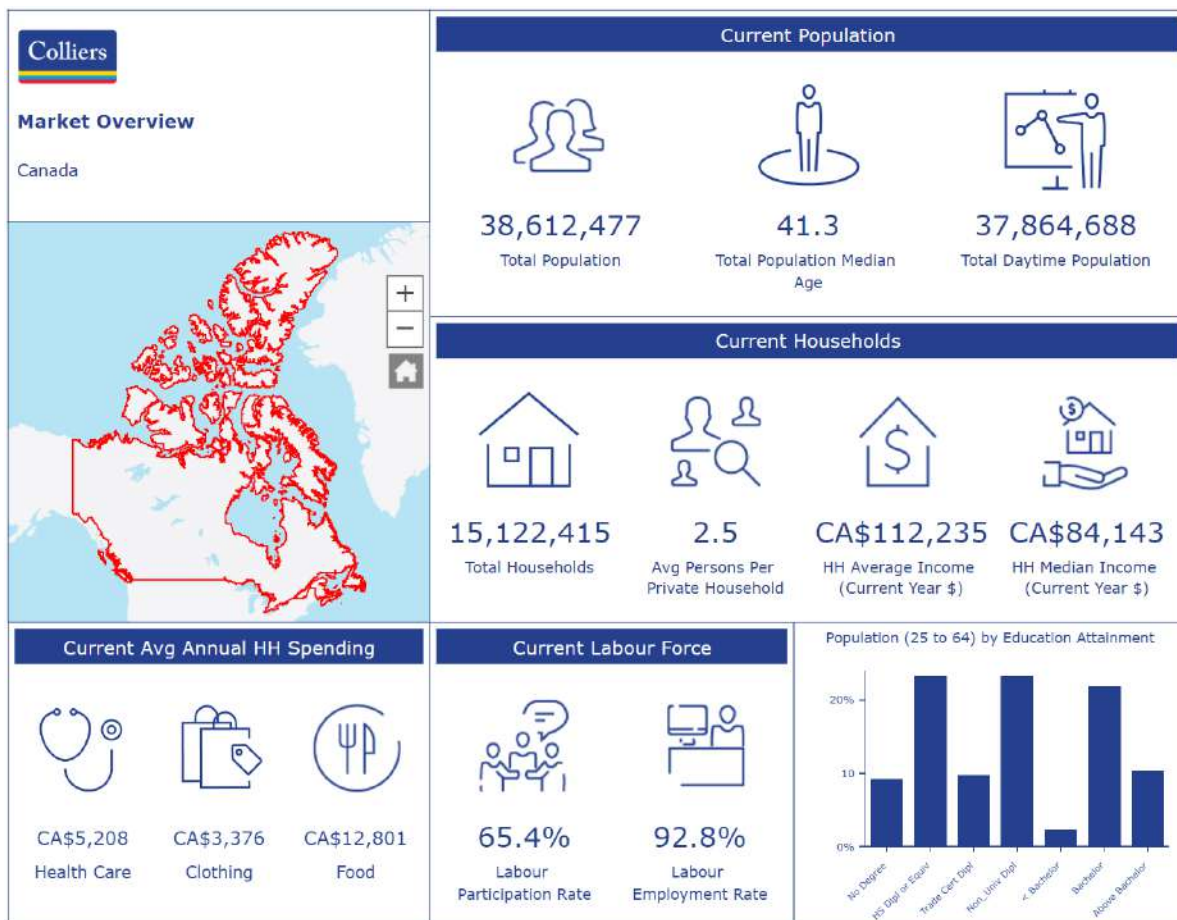
Market Overview

Economic Overview – Canada

Canada has the world's 39th largest population and the world's second largest land mass. The country's population is dispersed among 10 provinces and 3 territories with nearly 90% of its people living within 160 kilometers of the United States border. Canada consistently receives a top fifteen Human Development Index ranking and a top twenty ranking for GDP (nominal) per capita.

Canada's economy consistently receives a top twelve world ranking. International trade makes up a large part of Canada's economy, with the United States as its largest trading partner followed by the European Union and China. Key Canadian exports include petroleum, automobiles and auto parts, precious metals, machinery including computers, wood, electrical machinery, aircraft and spacecraft, pharmaceuticals and aluminum. More recently, Canada's high knowledge industries of manufacturing, business services, engineering and computer and management services have received a top ten global knowledge economy ranking from the World Bank Institute.

Following is a demographic summary for the Country of Canada.



Following is a summary of featured insights prepared by the Oxford Economics in their August 2023 Canada Economic Forecast.

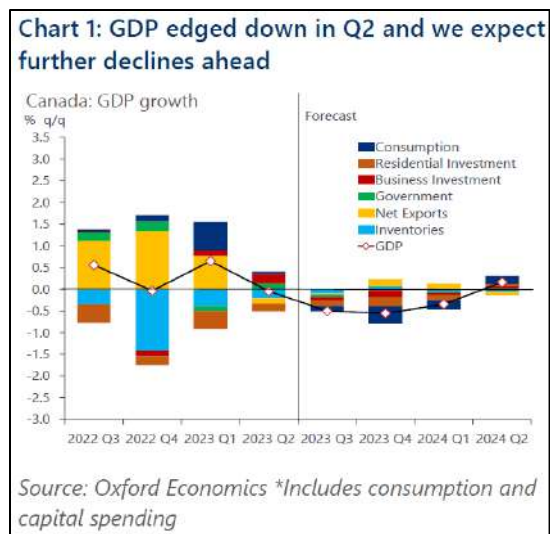
Downtown Look Imminent Following Q2 GDP Dip

- The Q2 GDP dip was slightly weaker than the small gain we expected and below StatCan's initial 0.3% q/q growth estimate. This leaves us more convinced the economy has now slipped into a moderate recession that will last into early 2024. Accordingly, we have lowered our growth forecasts for this year and next by 0.3ppts and now anticipate 0.7% growth in 2023 before the economy contracts by 0.5% in 2024.
- Growth stalled in two of the last three quarters and momentum entering Q3 was weak. StatCan's advance estimate calls for a flat result in July, after a 0.2% m/m decline in June. A recession looks imminent as the Bank of Canada's (BoC's) monetary policy tightening is only now fully hitting the economy, wildfires have weighed on Q3 activity, and a US downturn will begin soon.
- Employment rebounded by 40,000 m/m in August, but job seekers are having a harder time finding new work. The job gain fell short of continued rapid immigration-led population growth in labour supply, leaving the unemployment rate unchanged at 5.5%. We anticipate the unemployment rate will climb to 7.2% by mid-2024 as hiring slows and job losses mount.
- Higher gasoline prices pushed headline CPI inflation up to 3.3% y/y in July from 2.8% in June. But the SA trend in core inflation remained at a 2.5% annualized rate in July, within the BoC's 1%-3% target range. While we have slightly raised our forecast for inflation to reflect higher global oil prices, we still anticipate a recession will help return inflation to the 2% target by mid-2024.
- The BoC held the target for the overnight rate at 5% in September, as we and most other forecasters expected. In our view, further rate hikes are unwarranted to bring inflation back to target next year given the emerging recession. However, should underlying inflationary pressures fail to ease, the Bank stated they are "prepared to increase the policy interest rate further".

Forecast Overview

Recent Developments

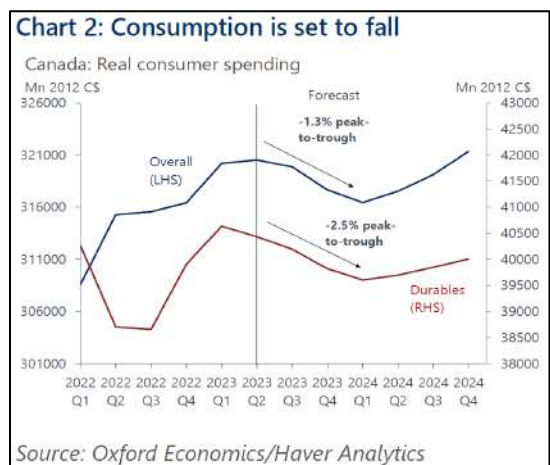
- The Canadian economy stalled in Q2, edging down 0.05% q/q (Chart 1). This was weaker than the small positive gain we expected and below StatCan's initial 0.3% q/q growth estimate.
- We had anticipated a slight rise in Q2 GDP, led by stronger consumer spending, an upswing in resale housing, and stable trade balance. However, consumer spending growth slowed more sharply than we expected, rising just 0.1% q/q in Q2 after a downwardly revised, but still robust, 1.2% q/q advance in Q1. Residential investment declined 2.1% q/q in Q2, weaker than the small gain we expected as reductions in new home construction and renovations overwhelmed higher resale housing activity. Net trade pulled Q2 growth down 0.1ppt, slightly worse than we had forecast, as imports rose more than exports.
- On a monthly basis, industry GDP declined 0.2% m/m in June and StatCan's advance estimate suggests it was unchanged in July. Easing excess demand convinced the Bank of Canada to take another pause, holding the policy rate at 5% in September.



- Employment rose by 40,000 m/m in August. However, signs suggest that job seekers may be having more difficulty finding employment. The August job rebound fell short of continued rapid immigration-led population growth in labour supply, cutting the employment rate 0.1ppt to 61.9% and holding the unemployment rate steady at 5.5%, despite a dip in the participation rate. Moreover, job gains in August were entirely among self-employed workers (+50,000 m/m), while labour market churn fell and involuntary part-time unemployment rose.

Short-Term Outlook

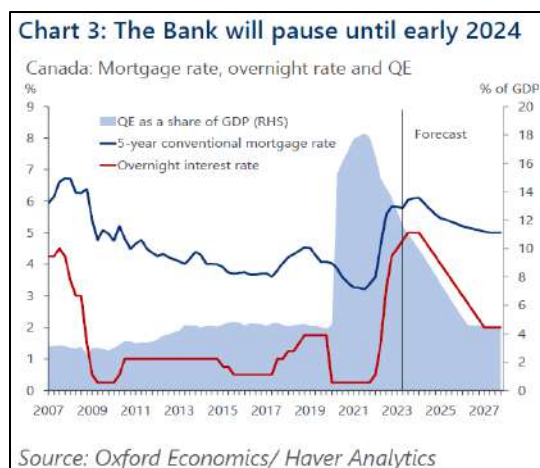
- The Q2 dip in GDP leaves us more convinced that outright declines in GDP are imminent in Q3 2023 and that the downturn will last through Q1 2024. We still forecast GDP to fall 1.5% peak-to-trough during the recession, but we now anticipate a slightly slower recovery in 2024.
- The BoC's monetary policy tightening is only now fully working its way through the economy, and we expect further contractions in activity are in store for Canada's interest sensitive economy – especially given highly indebted households and overvalued housing. Expected job losses during the emerging recession, slowing but still elevated inflation, and high interest rates will lead consumers to cut back on spending (Chart 2). Business investment will also weaken as firms face elevated borrowing rates and weaker sales prospects, which will also weigh on corporate profits.



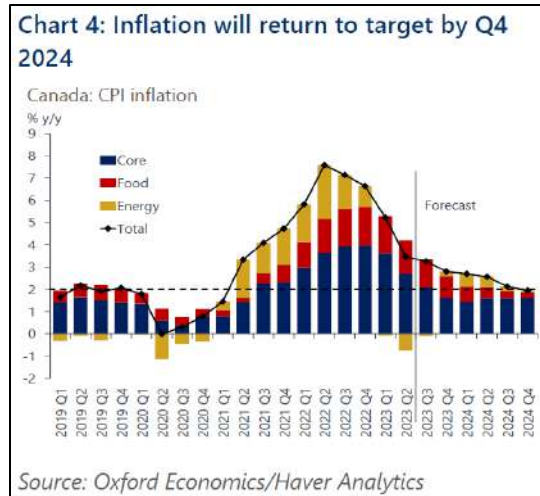
- We also still believe Canada's house price correction has not run its course. The onset of the recession, higher interest rates, record unaffordability, and government policies to curb speculation, tax unused housing, and ban foreign buyers will put house prices and home resales back on a downward trajectory. Home building and renovations will fall further in H2 2023.

Key Drive of Our Short-Term Forecast

- The Bank of Canada will hold the policy rate at 5%. The BoC held its target for the overnight rate at 5% in September. We think that an emerging recession will create slack, reduce inflationary pressures, and make further rate hikes unnecessary to return inflation back to target (Chart 3). However, the Bank remains concerned about the persistence of underlying inflationary pressures, especially with wage growth still in the 4%-5% territory. Should underlying inflationary pressures fail to ease, the Bank is "prepared to increase the policy interest rate further".



- Higher energy prices will temporarily put upward pressure on inflation, but we still expect it will slow. OPEC+ production cuts have raised global energy prices and led us to slightly increase our CPI inflation forecast. However, we expect an emerging recession will weaken demand, create slack in the economy, and return inflation to the Bank of Canada's 2% target by mid-2024 (Chart 4). We forecast inflation will slow from 2.8% y/y in Q4 2023 (up from 2.5% y/y last month) to around 2% y/y in H2 2024.
- Interest rate hikes have started to weigh on consumer spending. Consumption growth slowed sharply to 0.1% q/q in Q2 after surging 1.2% q/q in Q1. Moreover, spending fell markedly on discretionary durable goods such as cars (-9.5% q/q), and furniture (-3.3% q/q), items that typically require borrowing. We anticipate consumers will continue to cut back as high interest rates, still elevated inflation, and weaker job and income prospects prompt households to tighten their budgets.



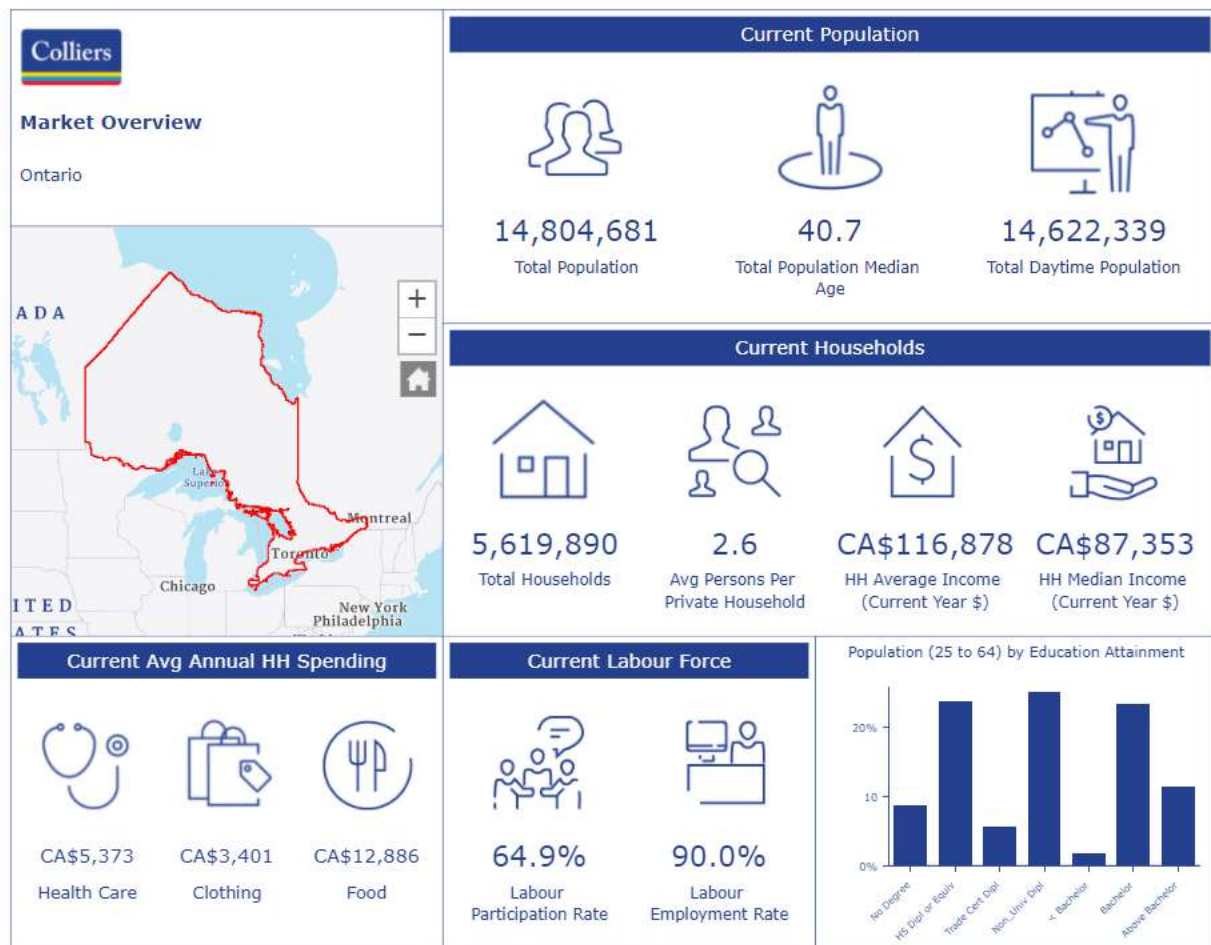
- The unemployment rate climb higher. Despite employment gains in August, the unemployment rate was unchanged. We forecast the unemployment rate will hit 7.2% in mid-2024 as labour supply continues to grow while hiring slows, and job losses mount in the coming recession.
- Signs point toward further declines in house prices. Following large revisions to the MLS HPI, we have shifted our focus to CREA’s seasonally-adjusted average sale price. Still, our analysis suggests after cresting this summer, house prices will then fall by more than 10% by mid-2024, resulting in an overall 20%-25% peak-to-trough decline from the February 2022 peak (Chart 5).



Economic Overview – Ontario

The Province of Ontario is Canada’s most populous province and home to the nation’s capital, Ottawa, as well as the nation’s largest city, Toronto. Besides having 40% of Canada’s population, Ontario has the most culturally diverse population in Canada. The great majority of Ontario’s population and arable land is located in the south. In contrast, the larger, northern part of Ontario is sparsely populated.

Ontario generates 39% of Canada’s GDP and forms Canada’s largest economy. The province’s economy is led by its service sector, manufacturing, agriculture, mining and forestry industries. Nearly 50% of Canada’s high tech, financial services and other knowledge intensive industries are employed in Ontario. Meanwhile, Ontario is Canada’s manufacturing powerhouse, shipping more than \$258 billion of automobiles, information and communications technologies, biotech, pharmaceuticals and medical devices. In addition, the province’s mining industry is among the top 10 producers in the world for nickel and platinum and a significant producer of gold, copper, zinc, cobalt and silver.



Economic Overview – Toronto

Toronto is the most populous city in Canada, the provincial capital of Ontario, and forms the centre of the most populous metropolitan area in Canada. In addition, Toronto is located within one of North America's fastest growing regions, known as the Golden Horseshoe – Canada's most important economic engine. Culturally, Toronto is one of the world's most diverse cities and known as a prominent centre for music, theatre, and motion picture and television production. The Metropolitan Toronto Area consists of 24 municipalities including Mississauga, Brampton, Markham and Vaughan which are interconnected by an extensive road network.

Toronto is Canada's business and financial capital. The city is the second largest financial services centre in North America after New York and has one of the highest concentrations of financial services company headquarters in the Americas. Toronto is also the headquarters of many large Canadian and multinational corporations as well as a robust and critical concentration of top legal, accounting, consulting, academic and technology providers. The city's other prominent industries include technology, design, financial services, life sciences, education, arts, fashion, business services, environment, food & beverage, and tourism. Following is a demographic summary for the City of Toronto.



Following is a summary of featured insights prepared by the Oxford Economics in their July 2023 Toronto Economic Forecast.

- Toronto's economy stalled in Q2 2023, and we expect GDP to decline through the rest of this year. While house prices in the city rebounded in Q2 we expect this increase to be temporary and for the housing market correction to resume in the latter part of 2023. In part due to the housing market correction, and our forecast for a national recession, we anticipate a GDP decline of 1.6% peak-to-trough in Toronto. But we expect the metro to rebound quickly, and over the medium term, Toronto should experience strong growth, driven by a return to the higher immigration rates seen before the pandemic.
- The housing market has a large influence on Toronto's economy. House prices grew quite strongly in 2021 and through the start of 2022. With incomes stagnating, housing unaffordability has reached all-time highs in Toronto, and a housing correction started in the summer of 2022. Through Q1 2023, house prices fell nearly 17% from their peak in early 2022. We estimate that house prices rebounded in Q2, but this growth is likely short-lived. We anticipate the recession, elevated interest rates, and near-record unaffordability to continue to push house prices down a further 12% by mid-2024, for an overall peak-to-trough decline of 23% from Q1 2022.
- Even though we expect Toronto to experience job losses between now and Q1 2024, some sectors will still see employment growth over that period. The largest declines will be in retail & distribution, finance & real estate, and business services. But education & health and information & culture will offset some of these losses by growing during this period. And although we anticipate the city's unemployment rate will rise to 7.4% in 2024, this increase will be mostly driven by a rise in the labour force due to immigration and a return of older workers, rather than large-scale job losses.
- Despite some short-term challenges, Toronto will be one of the fastest-growing major metros in Canada in the period to 2027. Thanks to strong GDP and employment growth, the city will continue to attract many newcomers. We expect high immigration rates will drive population growth of 1.9% per year over the next five years. As a result, Toronto is the highest-scoring metro in our city index.

Appendix D

GeoWarehouse Report



317 QUEEN ST E, TORONTO | PIN 210910082

Property Details

GeoWarehouse Address:

317 QUEEN ST E
TORONTO

PIN:	210910082
Land Registry Office:	METROPOLITAN TORONTO (80)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold



Ownership

Owner Name:
1175484 ONTARIO INC.

Legal Description

PT LT 40 PL 7A TORONTO AS IN CA400212; T/W CA400212 TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47885, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910 CITY OF TORONTO



317 QUEEN ST E, TORONTO | PIN 210910082

Lot Size

Area: 8094.45 sq.ft
Perimeter: 360.89 ft.
Measurements: 100.44ft. x 81.11ft. x 100.2ft. x 80.41ft.
Lot Measurement Accuracy : LOW
These lot boundaries may have been adjusted to fit within the overall parcel fabric and should only be considered to be estimates.



Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Apr 19, 1996	\$395,000	Transfer	1175484 ONTARIO INC.;	

Appendix E

Land Use Controls

Authority: Ontario Land Tribunal Decision issued on February 25, 2021 and Ontario Land Tribunal Order issued on August 2, 2022 in Tribunal File PL161267



CERTIFIED TRUE COPY
John D. Elvidge, City Clerk

Digitally signed document
Use PDF reader to verify

2022-08-25

CITY OF TORONTO

BY-LAW 1150-2022(OLT)

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2022 as 301-317 Queen Street East.

Whereas the Ontario Land Tribunal, in its Decision issued on February 25, 2021, and its Order issued on August 2, 2022 in file PL161267, in hearing an appeal under Section 34(11) of the Planning Act, R.S.O. 1990, c. P.13, as amended, ordered the amendment of Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2022 as 301-317 Queen Street East; and

Whereas pursuant to Section 36 of the Planning Act, as amended, a by-law passed under Section 34 of the Planning Act, may use a holding symbol "(H)" in conjunction with any use designation to specify the use that lands, buildings or structures may be put once Council removes the holding symbol "(H)" by amendment to the by-law; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the use of the holding symbol "(H)"; and

Whereas Section 37.1 of the Planning Act provides that Subsections 37(1) to (4) of the Planning Act as it read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force shall continue to apply to a by-law passed pursuant to the repealed Section 37(1) prior to the date that a municipality passes a community benefits charge By-law and this By-law was passed prior to that date; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act, may authorize increases in the height and density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law; and

Whereas subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 569-2013 as amended, is permitted in return for the provision of the

facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Ontario Land Tribunal, by Order, amends By-law 569-2013 as follows:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands outlined by heavy black lines from a zone label of CR 4.5 (c2.0; r4.0) SS2 (x333) to a zone label of (H) CR 6.75 (c0.95; r5.8) SS2 (x782) as shown on Diagram 2 attached to this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number 782 so that it reads:

(782) Exception CR 782

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections:

Site Specific Provisions:

- (A) On 301-317 Queen Street East, if the requirements in Section 6 and 7 and Schedule A of By-law 1150-2022(OLT) are complied with, a **building or structure** may be constructed, used or enlarged in compliance with regulations (B) to (G) below;
- (B) Despite Regulations 40.5.40.10(1) and (2), the height of any **building or structure** is the distance between the Canadian geodetic Datum elevation of 84.71 metres and the elevation of the highest point of the **building or structure**;
- (C) Despite Regulations 40.10.40.10(3) and (7), the permitted maximum height of a **building and structure** is the number in metres following the letters "HT" and the permitted maximum storeys is the number following the letters "ST" in Diagram 3 of By-law 1150-2022(OLT); and
 - i. for the purpose of this exception, a mechanical penthouse is not a storey;
- (D) Despite Regulation 40.10.40.40(1), the permitted maximum **gross floor area** on the lot is 12,200 square metres, of which:
 - i. The permitted maximum **gross floor area** for residential uses is 10,600 square metres; and

City of Toronto By-law 1150-2022(OLT)

- ii. The required minimum gross floor area for non-residential uses is 900 square metres;
 - iii. The required minimum gross floor area of non-residential uses in the portion of the building labelled "existing heritage church" as shown on Diagram 3 of By-law 1150-2022(OLT) is 700 square metres;
- (E) Despite Regulations 40.5.40.60 (2)(B) and 40.10.40.60 (2)(B), 3(A), and 5(A), the following elements of a building or structure are permitted to encroach into the required minimum building setbacks as follows:
- i. Architectural features, balustrades, cornices, eaves, landscape features, light fixtures, ornamental elements, ventilation shafts, and window sills to a maximum 0.9 metres.
 - ii. Stairs, stair enclosures, and wheel chair ramps, to a maximum of 1.8 metres;
- (F) Despite Regulations 40.5.40.10(5) functional elements, structure or parts of a building may cover more than 30 percent of the area of the roof measured horizontally;
- (G) Despite Regulation 200.5.10.1(1) and Table 200.5.10.1, parking spaces must be provided on the lot in accordance with the following:
- i. 42 parking spaces on a non-exclusive basis for both residential and non-residential uses.

Prevailing By-laws and Prevailing Sections: (None Apply)

5. Despite any severance, partition, conveyance or division of the lands, the provisions of this By-law shall apply as if no severance, partition, conveyance or division occurred.
6. Holding Provisions
- (A) The lands zoned with the "(H)" symbol delineated by heavy lines on Diagram 2 attached to and forming part of this By-law must not be used for any purpose other than those uses existing on the site as of the date of this By-law on the lands shown on Diagram 1 attached to this By-law until the "(H)" symbol has been removed.
 - (B) An amending By-law to remove the "(H)" shall be enacted by City Council when the following have been provided for to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services:
 - i. The Owner must provide an updated functional servicing report and revised hydrogeological report which is acceptable to the Executive Director and Chief Engineer, Engineering and Construction Services, and

any required upgrades to services identified in the accepted report are addressed through a financially secured agreement.

7. Section 37 Requirements:

- (A) Pursuant to Section 37 of the Planning Act, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Diagram 1 attached to this By-law in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A attached to this By-law and which are secured by one or more agreements pursuant to Section 37(3) of the Planning Act that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor;
- (B) Where Schedule A attached to this by-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same; and
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule A are satisfied.

Ontario Land Tribunal Decision issued on February 25, 2021 and Ontario Land Tribunal Order issued on August 2, 2022 in Tribunal File PL161267.

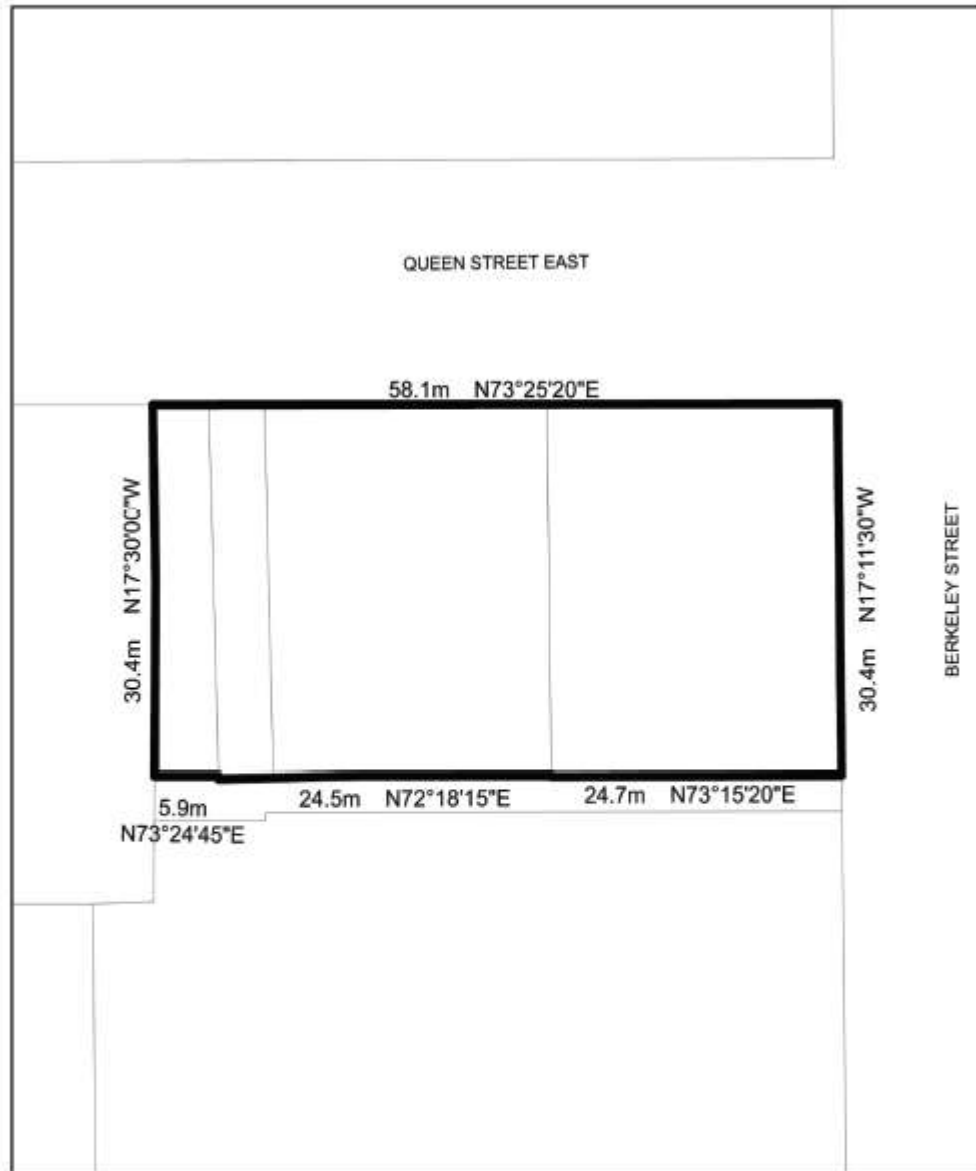
SCHEDULE A
Section 37 Requirements

The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown in Diagram 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

1. Prior to the issuance of any building permit, the owner shall enter into an agreement and register same on title in priority to other charges to the land, to the satisfaction of the City Solicitor pursuant to Section 37 of the Planning Act as read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force to secure the community benefits below.
2. The agreement required above will secure the provision of a cash payment to the City in the amount of \$1,050,000, which shall be allocated as follows:
 - (A) \$525,000 toward capital improvements for existing or new affordable housing within Ward 13; and
 - (B) \$525,000 toward local streetscape, park and recreation centre improvements in Ward 13, including but not limited to Moss Park and John Innes Community Centre, in consultation with the local Councillor.
3. The Cash Contribution set out in Clause 2 shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Building Construction Price Indexes Table: 18-10-0135-01, or its successor, calculated from the date of this zoning by-law comes into full force and effect to the date of payment of the Cash Contribution by the owner to the City.
4. In the event the Cash Contribution in Clause 2 has not been used for the intended purpose within three (3) years of the By-law coming into full force and effect, the Cash Contribution may be redirected for another purpose(s), at the discretion of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, provided that the purpose is identified in the Official Plan and will benefit the community in the vicinity.
5. The following matters must also be secured in the section 37 agreement:
 - (A) The owner and the neighbouring property owner to the south ("Concert") will agree that as a condition of site plan approval the City will require the installation of truck sensors in the laneway and warning lights within the Concert building to warn vehicles when a garbage truck is present on site.
 - (B) The owner and Concert will agree that as a condition of site plan approval the owner shall grant an easement to Concert for the truck turnaround bay as depicted in the BA Group draft report dated September 25, 2020.

- (C) The owner acknowledges and agrees that the vehicular access from Queen Street East will be right-in/right-out ("RIRO") only, and as a condition of site plan approval the owner will be required to install signage, infrastructure, or take any measures to ensure that the RIRO is enforceable by the City and Toronto Police Services, all of which will be secured as a condition of site plan approval.
- (D) The owner and Concert will agree as a condition of site plan approval to take steps in cooperation with the adjoining landowner to ensure that there will be no illegal parking in the private lane that would impede operation of waste pick-up. The City will consider any requests made by the owner and Concert to assist with vehicle removal in accordance with the Municipal Code.
- (E) Prior to any site plan approval for the site the owner shall provide an acceptable Conservation Plan and enter into a Heritage Easement Agreement with the City of Toronto in the event no Section 37 funds are directed towards the church.

7
City of Toronto By-law 1150-2022(OLT)



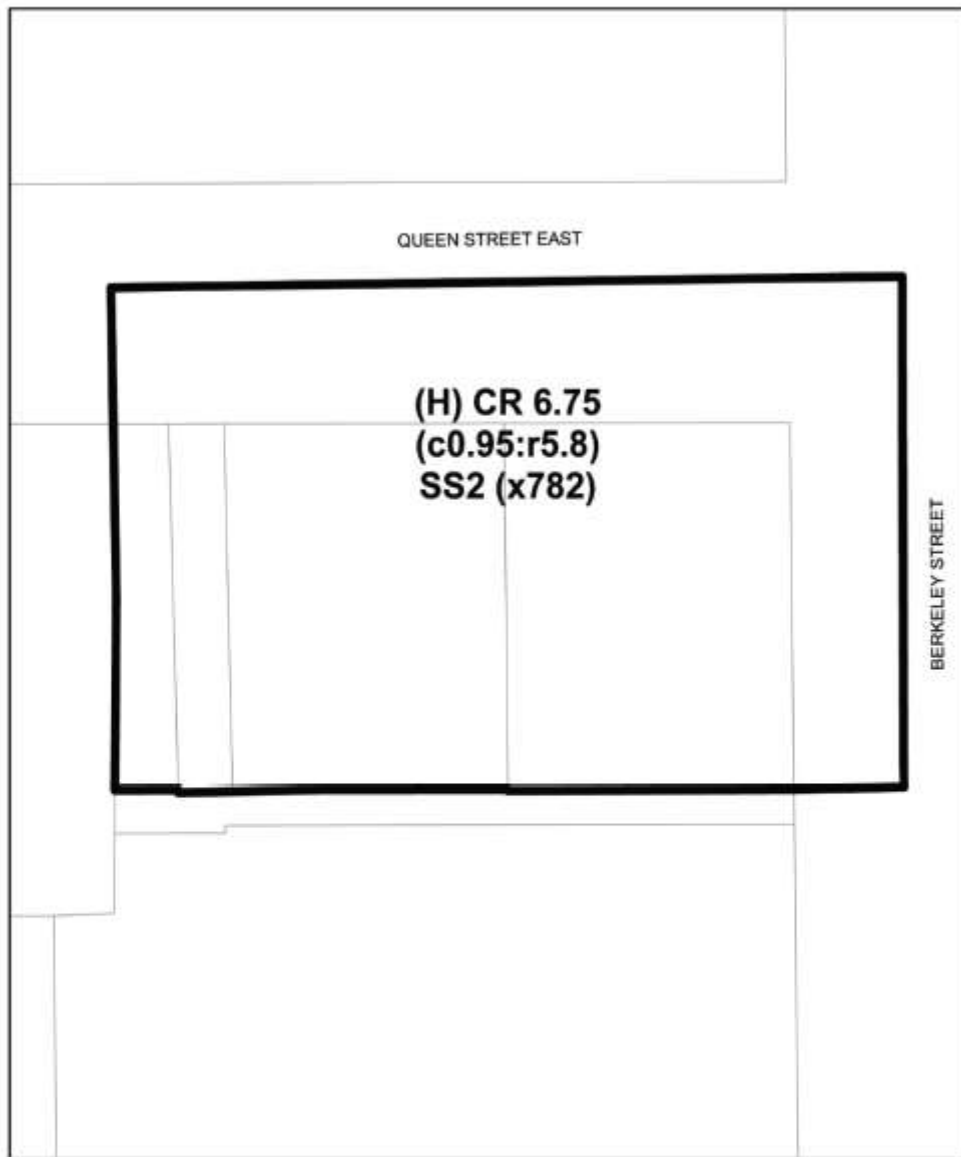
TORONTO
Diagram 1

301-317 Queen Street East

File # 16 161250 STE 28 02

City of Toronto By-law 568-2013
Not to Scale
07/28/2022

8
City of Toronto By-law 1150-2022(OLT)

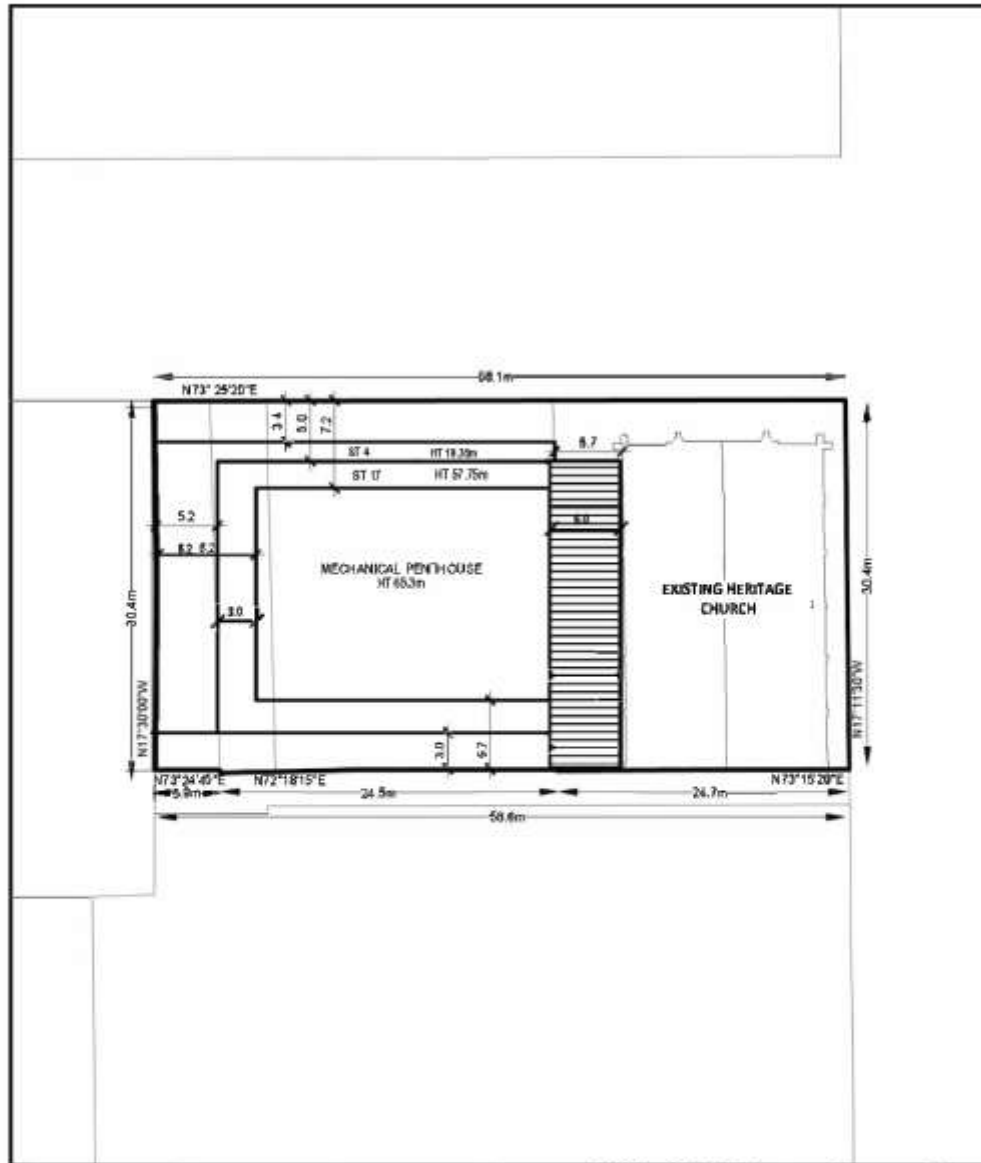


TORONTO
Diagram 2

301-317 Queen Street East

File # 16 161250 STE 28 0Z

↑
City of Toronto By-law 569-2013
Not to Scale
07/28/2022



TORONTO
Diagram 3

301-317 Queen Street East

File # 16 161250 STE 28 02

No building shall be located within the hatched area to a minimum vertical height of 25.0 metres above grade.

City of Toronto By-law 569-2013
Not to Scale
07/28/2022

APPENDIX D

Marketing Proposal Summary

**301, 305 and 311 Queen Street East, Toronto
Summary of Listing Proposals**

	Colliers	Avison Young	CBRE
Projected Gross Sale Value	██████████	\$██████████	\$██████████
Compensation	██████████ including plus ██████████ to co-operating broker if on MLS	██████████% including co-operating broker on MLS of at least ██████████%	Options: \$██████████ ██████████ ██████████ ██████████
Marketing Strategy	Unpriced offering with sealed bid deadline	Unpriced offering with sealed bid deadline	Unpriced offering with sealed bid deadline
Proposed Time Line (weeks)			
Pre-marketing	3	2 to 3	2
Active Marketing	5	4 to 6	6
Total to Bid Deadline	8	6 to 9	8
Round 2 Bidding			2
APS Negotiation	1		1
Due Diligence Period	3 to 4		4
Total of Post Bid Period	4 to 5	2 to 4	7
Closing Period	5	5	4
Total Process	17 to 18	13 to 18	19
Initial Listing Term	6 months	5 months	6 months
Holdover Period	not provided	120 days	not provided
Comments	Recommends joint marketing with adjacent property Significant experience with marketing this property, but was unsuccessful ██████████ ██████████ ██████████	Recommends joint marketing with adjacent property Lowest sale percentage fee option	Recommends joint marketing with adjacent property Odd sales percentage fee proposition
Fee Sensitivity Analysis			
Compensation on \$██████████	\$██████████	\$██████████	\$██████████ to \$██████████
Compensation on \$██████████	\$██████████	\$██████████	\$██████████
Fixed Fee	NA	NA	\$██████████
December 6' 23 Amendment			
Fee Cap	██████████ co-op broker \$██████████ including co-op broker	██████████ including co-op broker	No % fee basis - just fixed fee ██████████ including co-op broker

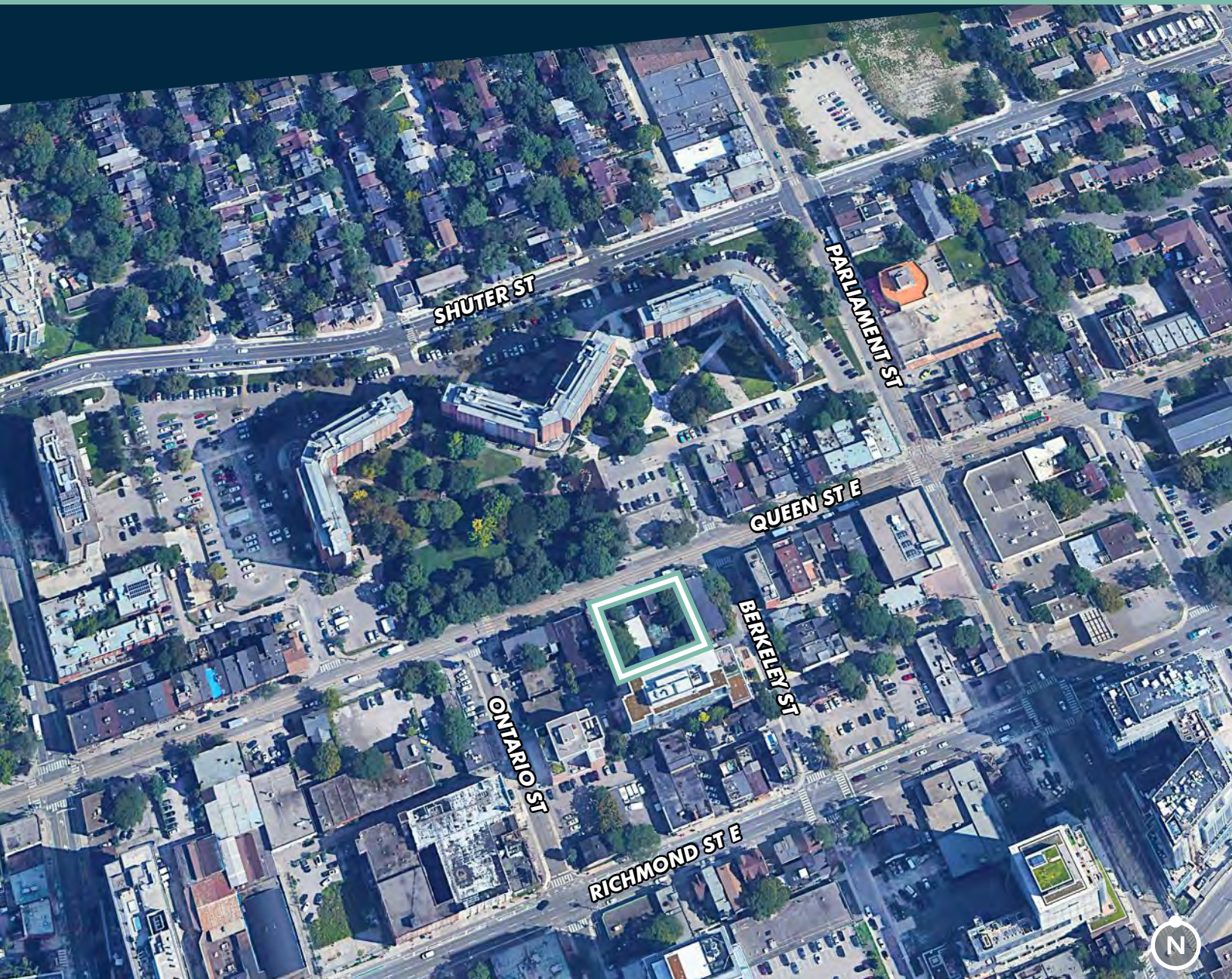
CBRE - 301 305 311 Queen St E Toronto

Monday, September 11, 2023

Proposal

FOR ADVISORY & BROKERAGE SERVICES

301, 305, & 311 QUEEN STREET EAST, TORONTO, ON



PREPARED FOR

Mrs. Deborah Hornbostel
Senior Vice-President
MNP



Mrs. Deborah Hornbostel
 Senior Vice-President
 MNP
 1 Adelaide Street East, Suite 1900
 Toronto, ON M5C 2V9

Monday, September 11, 2023

Subject: Real Estate Brokerage Services for 301, 305, & 311 Queen Street East, Toronto, ON

CBRE's Land Services Group is pleased to submit our proposal to provide Advisory and Transaction Services for 301, 305, & 311 Queen Street East (known as the "Property" or "Site") in the City of Toronto. We understand the scope of services required and are confident that our proposal demonstrates our commitment to provide the best tools, process and people to meet the requirements of the assignment. In doing so, we are confident that our proposal demonstrates our credibility, transparency and unmatched market share of completed transactions, especially for potentially high-profile and/or non-traditional sales, including power of sale, court ordered sales and distress sales that require an additional level of expertise (see page 10).

As the Greater Toronto Area's leading commercial real estate brokerage services firm, CBRE is uniquely qualified to develop an effective and transparent marketing process that will maximize the return for the Property. Below are the three main points that summarize our advantage:

1. OUR EXPERIENCED LISTING TEAM: The Listing Team we have assembled to address your needs comprises CBRE's top advisors in the sale of residential development land. Known as the Land Services Group, the proposed Listing Team brings an unmatched depth of experience transacting sites at various stages of approval, including the following recent transactions that carry considerable relevance to this Property:

- **348-354 Yonge Street and 8-12 Elm Street, Toronto:** The Land Services Group was retained on an exclusive basis to manage the disposition process on behalf of a consortium of well-known developers and investors to sell an approved mixed use development opportunity with a total GFA of 559,178 sq. ft.. The property closed in November 2021 with Reserve Properties and Capital Developments purchasing the site for \$150 Million. The developers launched sales in September 2022 and are 76% sold out.
- **Bloor and Dufferin, Toronto:** The Land Services Group was retained on behalf of the Toronto District School Board in the disposition of this excess school site at the corner of Bloor Street West and Dufferin Street. The offering required several meetings with the Trustees and presentations to the public, due to the high profile nature of the offering. The sale was structured to close upon development approvals which greatly maximized value for the site. This transaction closed in September 2021 for a total consideration of \$151,499,700.
- **50 & 64 Merton Street, Toronto:** On behalf of the Girl Guides of Canada and Abraham J. Green Limited, our team offered for sale 2 abutting office buildings that were slated for redevelopment. The properties are located within the Yonge-Eglinton Secondary Plan boundary with designations permitting building heights upward of 40 storeys. This offering garnered significant interest from the high rise development community, resulting in a successful sale in September 2021 for a highly competitive purchase price of \$60,000,000
- **185 Balliol Street, Toronto:** The Land Services Group was engaged by the ownership group in the disposition of the 1.08 acre property at the corner of Balliol Street and Pailton Crescent, immediately east of the Site. We brought the property to market unpriced and through our marketing efforts recieved 10 competitive offers from well known developers and investors. The site sold in January 2020 for \$64 Million.

2. OUR TRACK RECORD OF SETTING BENCHMARK PRICING: Our unbeatable track record of creating maximum value on properties underscores our ability to execute complicated deals at aggressive pricing and with a wide market reach.

3. OUR BEST-IN-CLASS APPROACH AND MARKETING MATERIALS: Team's marketing process is the result of over 30 years of experience handling transactions that require maximum market exposure, reliable reporting and deal certainty.

We are excited at the prospect of working with you and welcome the opportunity to answer any questions you may have.

Yours truly,

Mike Czestochowski**
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**Sales Representative **Broker

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301, 305, & 311 QUEEN STREET EAST, TORONTO, ON

What Differentiates Us

CBRE GLOBAL ADVANTAGE

CBRE Group, Inc. (NYSE:CBG), a Fortune 500 and S&P 500 company headquartered in Los Angeles, is the world's largest commercial real estate services and investment firm. The Company has more than 10,000 employees (excluding affiliates), and serves real estate owners, investors and occupiers through more than 530 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting.

Through our global platform our team is able to leverage the network of services offered. As such we can provide unmatched commercial and residential services across the globe, backed by the experience and knowledge as the world's largest commercial real estate firm. CBRE offers strategic advice and execution for property sales and leasing. We pride ourselves on our ability to provide clients with the right people, process, platform and performance to best help our clients. This expertise allows CBRE to provide our clients with a

level of market intelligence and subsequent recommendations for cost savings and asset optimization not realized by any other real estate firm.

U.S. MULTI-HOUSING GROUP (MHG)

CBRE MHG in the U.S. consists of over 300 dedicated multifamily professionals in offices in 65 cities across every major market in the U.S. that specializes in all aspects of multifamily real estate brokerage and lending. They provide investment and advisory services to meet the financing needs of everyone from small private investors to large public entities.

ASIAN MARKETS

Cynthia Wong, Downtown Toronto office, and David Ho, CBRE NAG Vancouver, both liaise with the CBRE network in Asia and are active participants in the CBRE America China Desk, providing close connections with Asian buyers. Both David and Cynthia have direct contacts to Asia allowing for fully translated information to be presented to the increasingly interested groups based in the Asian marketplace.



IN OVER **100+**
COUNTRIES

500
OFFICES

105K+
PROFESSIONALS GLOBALLY

90+
OF FORTUNE 100 CLIENTS

SERVICES OFFERED

TRANSACTION & ADVISORY SERVICES:

- Land
- Multi Residential
- Investment
- Retail
- Industrial
- Hotels

FEE SERVICES:

- Asset Services
- Valuation & Advisory
- Debt & Structured Finance
- Market Research

GLOBAL CORPORATE SERVICES:

- Facilities Management
- Project Management
- Lease Administration
- Transaction Management
- Consulting

Marketing Difference

CRITICAL GLOBAL EXPOSURE RECOMMENDATIONS

Process is critical in all sales campaigns, and with this Site, effective global marketing is essential to maximize exposure and drive value. Being the largest commercial real estate advisor in the world, CBRE has established effective protocols to ensure offerings are exposed to the widest possible buyer group.

OUR GROUP'S EXPANSIVE REACH

Over the last 30 years the Land Services Group has compiled an extensive database with prominent local and international builders, developers and investors. Our combined electronic, traditional mailing, and courier launches will directly target each of these groups providing a level of coverage unparalleled by our competitors.

VANCOUVER MARKETING ADVANTAGE

It is CBRE's recent market experience that a significant depth of Asian capital is anchoring in Vancouver as a first point of contact in Canada, several of whom seek to invest in the GTA. Given the nature of this Property, CBRE representatives will conduct a pre-marketing briefing to the Vancouver market and liaise directly with our Asia Outbound team to effectively communicate the offering.

THE GLOBAL CALL CAMPAIGN

Key to maximizing exposure is the effective use of the CBRE infrastructure. Your CBRE Listing Team holds monthly global investment team calls where all appropriate offerings are detailed to professionals in our top markets. This detail is then communicated throughout the local market CBRE infrastructure to potential buyers.

Recognized For Global EXCELLENCE

FORTUNE #126

A Fortune's Most Admired Real Estate Company
(12 Consecutive Years)

Forbes

A Top Company for diversity and women in 2022



Ranked the Top Real Estate Brand
(18 consecutive years)

ETHISPHERE

Named a World's Most Ethical Company
(9 Consecutive Years)

EUROMONEY

Global Real Estate Advisor of the Year
(5 Consecutive Years)

IAOP

The Best of the Global Outsourcing
(9 Consecutive Years)

TEAM STATISTICS SINCE 2010

\$6.061B
TOTAL TRANSACTION
VALUE

520+
NUMBER OF
TRANSACTIONS

100+
NUMBER OF CLIENTS
REPRESENTED

60+
YEARS OF COMBINED
EXPERIENCE



Evan Stewart
Sales Representative

Lauren White
Executive Vice President

Mike Czystochowski
Vice Chairman

Emelie Rowe M.PI
Sales Associate



Chloe Pereira
Marketing Assistant

Marina Lonska
Marketing Specialist

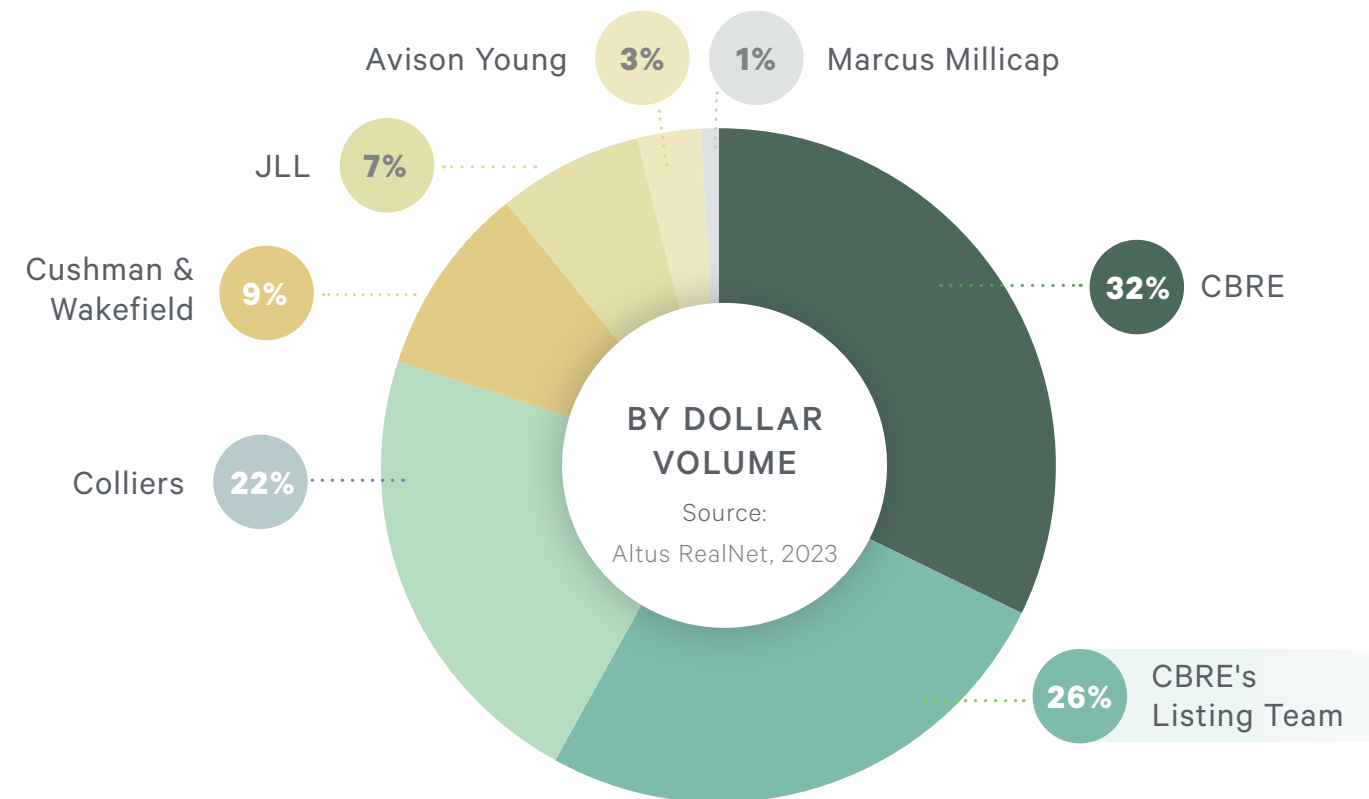
Laura Malaka
Team Lead

GTA RESIDENTIAL LAND TRANSACTIONS

January 1st, 2021 - Present

COMPANY	COMPLETED TRANSACTIONS	LAND AREA (AC.)	VALUE
CBRE	36	259.22	\$1,817,653,112
CBRE's Listing Team ¹	29	1268.38	\$1,463,797,846
Colliers	45	269.46	\$1,213,337,695
Cushman & Wakefield	27	146.73	\$506,119,258
Avison Young	13	141.26	\$154,593,000
Marcus Millichap	3	5.95	\$37,828,100
JLL	11	8.49	\$389,990,000

¹not Included in CBRE's Total

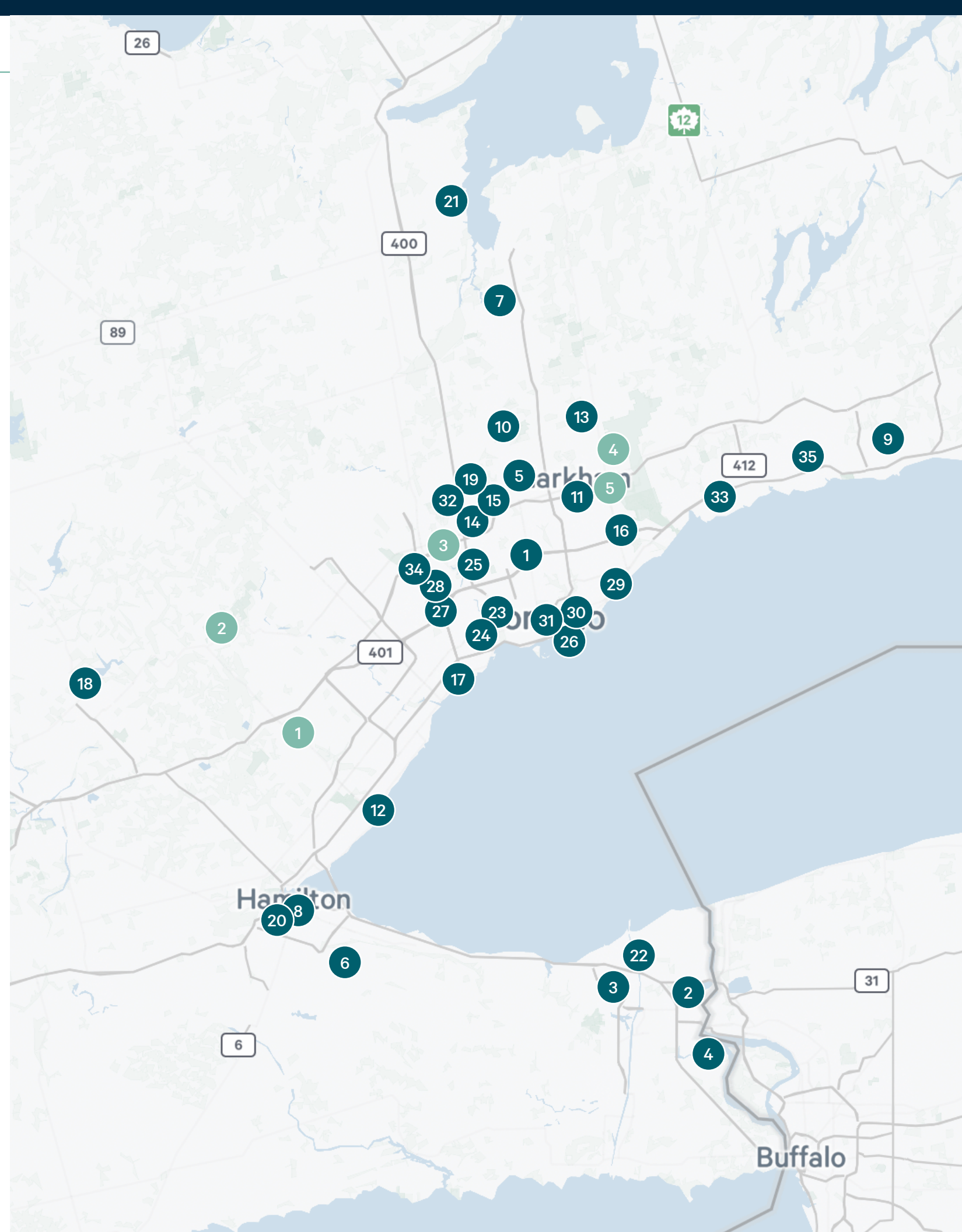


Court Ordered Sales EXPERIENCE

The Listing Team dedicated to this assignment comprises CBRE's top advisors that have a depth of experience transacting sensitive files and listings through court-ordered sales which require accurate reporting and uncompromising execution. Through our experience, the team has evolved a transaction process that holds up to court scrutiny by demonstrating prudence, fairness, competition and transparency, with formal and detailed reporting for each benchmark and decision point. Below is a list of select court-ordered mandates and power of sale transactions that our team has completed.

ACTIVE COURT-ORDERED & POWER OF SALE MANDATES							
	Year	Property	Type	Municipality	Status	Size	Vendor/Lender/Receiver
1	2023	485, 501 and 511 Ontario St. South	Res Land	Milton	Active	3.8 ac.	RSM
2	2023	10365 & 10733 Highway 7	ICI Land	Halton Hills	Active	375 ac.	The Fuller Landau Group
3	2022	7397 Islington Ave	Res Land	Vaughan	Active	14 ac.	Ernst & Young
4	2023	Donald Cousens Parkway	Res Land	Markham	Under Contract	7.7 ac.	KSV
5	2023	7768-7798 McCowan Rd & 5112-5248 14th Ave	Res Land	Markham	Under Contract	5.7 ac	KSV

COMPLETED COURT-ORDERED & POWER OF SALE MANDATES							
	Year	Property	Type	Municipality	Sold Price	Size	Vendor/Lender/Receiver
N/A	2022-23	Medical Buildings Portfolio (10 properties)	Office	Various	\$58,365,000	380,869 sq. ft. (Total)	KPMG
1	2022	100 Sheppard Ave W	Office	Toronto	\$5,600,000	8,000 sq. ft.	BDO Canada
2	2022	2334 St. Paul Ave	Res Land	Niagara Falls	\$5,850,000	3.4 ac.	KSV
3	2022	19 Beard Pl	Res Land	St. Catharines	\$2,450,000	3.4 ac.	KSV
4	2022	4210-4248 Lyons Creek Rd	Res Land	Niagara Falls	\$4,250,000	2.6 ac.	KSV
5	2022	185, 191, 197, 203, 209 & 215 Major Mackenzie Dr E	Res Land	Richmond Hill	\$9,500,000	1.1 ac.	KSV
6	2022	Upper Centennial Pkwy & Highland Rd E	Res Land	Hamilton	\$15,400,000	31.6 ac.	KSV
7	2022	19851, 19879 & 19935 2nd Concession Rd	Res Land	East Gwillimbury	\$9,000,000	27 ac.	Jaekel Capital
8	2021	64 Main Street E	Res Land	Hamilton	\$2,100,000	0.30ac	Goldhar
9	2020	Nash Road and Regional Road 57	Res Land	Bowmanville	\$8,100,000	27.7 ac.	Ernst & Young
10	2020	201 King Road	Res Land	Richmond Hill	\$20,250,000	3.87 ac	KSV
11	2020	5072 14th Avenue	Res Land	Markham	\$4,550,000	1.05 ac.	Cameron Stephens
12	2020	2266 Lakeshore Rd W & 83 East St	Res Land	Oakville	\$7,000,000	0.59 ac.	Toronto Capital Corp.
13	2019	4431 Stouffville Rd	ICI Land	Whitchurch-Stouffville	\$2,680,000	9.75 ac.	KSV
14	2019	131 Saramia Cres	Industrial	Vaughan	\$5,750,000	22,583 sq. ft.	KSV
15	2019	407 Basaltic Rd	Industrial	Vaughan	\$10,600,000	26,124 sq. ft.	KSV
16	2019	5810-5818 Sheppard Ave E	Retail	Toronto	\$4,725,000	0.62 ac.	RSM Canada
17	2019	1041 & 1407 Lakeshore Rd E	Res Land	Mississauga	\$10,000,000	0.45 ac.	Firm Capital
18	2018	42 Bedford Rd	Res Land	Guelph	Individual Lots	3.25 ac.	Foremost Mortgage Holding Corp.
19	2018	2057 Major Mackenzie Dr	Res Land	Vaughan	\$4,150,000	1.73 ac.	Hillmount Capital Inc.
20	2017	98 James St S	Res Land	Hamilton	\$8,500,000	0.3 ac.	msi Spergel
21	2016	1490 Killarney Beach Rd	Res Land	Innisfil	\$14,500,000	155.16 ac.	Kingsett Capital
22	2015	583-585 Welland Ave	Res Land	St. Catharine's	\$4,600,000	8.84 ac.	MCAP Financial
23	2015	355 Weston Rd	Industrial	York	\$5,000,000	75,000 sq. ft.	Schonfeld Inc.
24	2014	324 Prince Edward Dr	Office	Etobicoke	\$2,400,000	7,664 sq. ft.	Schonfeld Inc.
25	2014	153 Eddystone Ave	Industrial	North York	\$2,500,000	43,786 sq. ft.	Schonfeld Inc.
26	2014	65 Heward Ave	Office	Toronto	\$9,200,000	85,565 sq. ft.	Schonfeld Inc.
27	2014	1 City View Dr	Industrial	Etobicoke	\$3,200,000	25,600 sq. ft.	Schonfeld Inc.
28	2014	140 Queen's Plate Dr	ICI Land	Etobicoke	\$4,500,000	5.266 ac.	B & M Handelman
29	2014	3765 St. Clair Ave E	Res Land	Scarborough	\$2,700,000	0.97 ac.	B & M Handelman
30	2014	1003 Queen St E	Res Land	Toronto	\$2,100,000	0.103 ac.	Schonfeld Inc.
31	2014	450 Pape Ave	Res Land	Toronto	\$2,300,000	0.576 ac.	Schonfeld Inc.
32	2014	5770 & 5780 Highway 72	Industrial	Vaughan	\$13,000,000	244,029 sq. ft.	Schonfeld Inc.
33	2011	180 Westney Rd S	Retail	Ajax	\$800,000	1.5 ac.	Zeifman
34	2011	127 Westmore Dr, Unit 272	Industrial	Toronto	\$200,000	1,107 sq. ft.	Business Development Bank of Canada
35	2010	101 Simcoe St N	Retail	Oshawa	\$700,000	5,421 sq. ft.	Zeifman

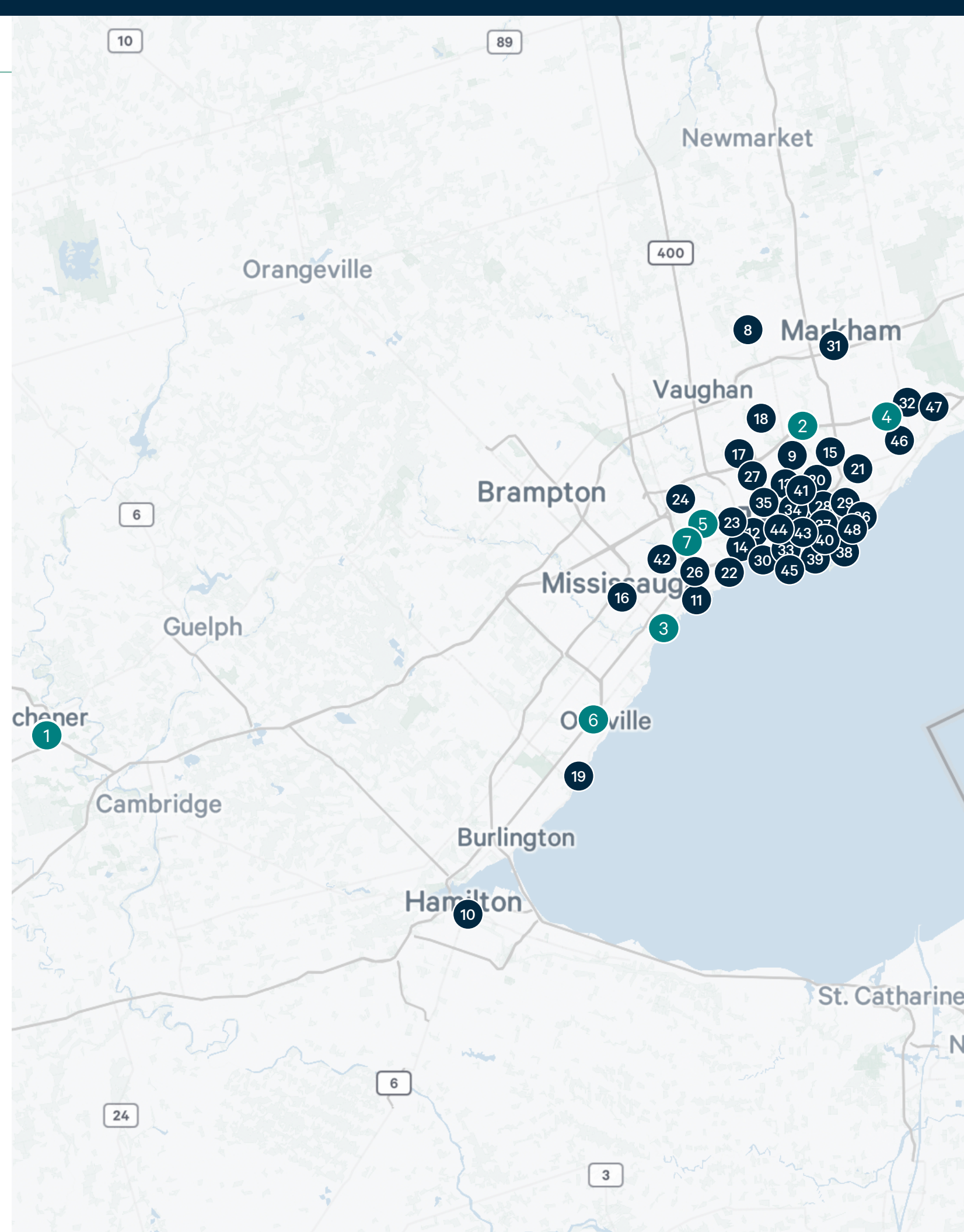


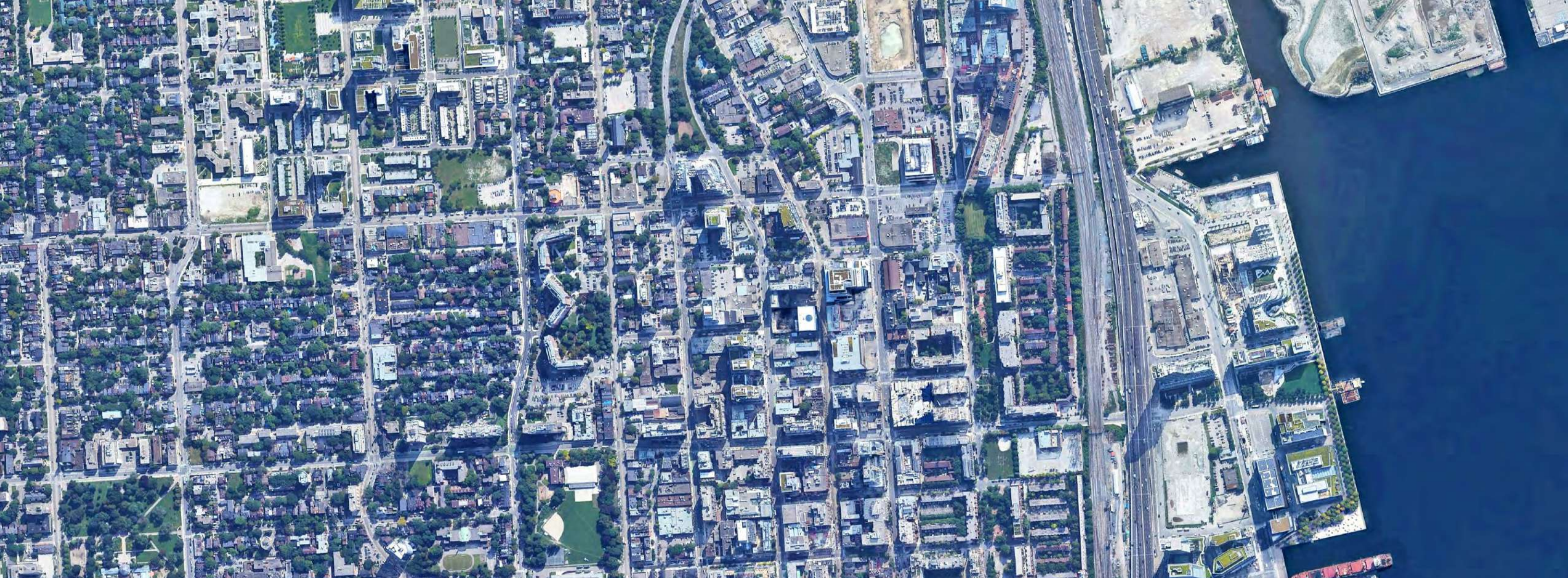
High Density Sales EXPERIENCE

The Listing Team dedicated to this assignment comprises CBRE's top advisors, with a depth of experience transacting infill and high density redevelopment sites across the GTHA. Since 2006 our team has transacted more than 40 residential land sales for the purpose of mid-rise or tower redevelopment. Below is a list of our high density sales experience:

ACTIVE PROPERTIES						
#	ADDRESS	VENDOR	MUNICIPALITY	ACRES	APPROX. GFA	STATUS
1	864-872 King Street E	Bell Canada	Kitchener	1.6	475,700 sq. ft.	Under Contract
2	567 Sheppard Avenue E	YMCA	Toronto	2.2	630,000 sq. ft.	Under Contract
3	80 High Street	Bell Canada	Mississauga	0.47	200,000 sq. ft.	Under Contract
4	Progress Avenue and Brimley Road	Transmetro	Toronto	20.4	TBD	Sold Firm
5	25 Mabelle Avenue	Brownstone Developments	Toronto	1.1	430,556 sq. ft.	Sold Firm
6	220 South Service Road	General Electric	Oakville	27	TBD	Under Contract
7	5207 Dundas Street West	CreateTO	Toronto	2.48	623,865 sq. ft.	Land Lease Executed

SOLD PROPERTIES						
#	YEAR	ADDRESS	PURCHASER	MUNICIPALITY	PRICE	ACRES
8	2023	9810 Bathurst Street	Liberty	Richmond Hill	\$70,000,000	11.9
9	2022	55 Brownlow Avenue	Menkes & Quadreal	Toronto	\$56,180,000	1
10	2022	64 Main Street East	Movengo Developments	Hamilton	\$2,100,000	0.3
11	2022	Grand Park Village	Minto	Etobicoke	\$129,000,000	5.5
12	2021	Yonge and Elm	Reserve Properties	Toronto	\$150,000,000	0.5
13	2021	50 & 64 Merton Street	Diamond Corp & Alterra	Toronto	\$60,000,000	0.66
14	2021	Bloor and Dufferin	AIMco and Hazelview Investments	Toronto	\$151,499,700	7.48
15	2021	1 & 3 and 2, 4, 6, 8, 9, 10 & 11 Wingreen Court	Northbridge Capital	Toronto	\$36,250,000	3.32
16	2020	325 Burnhamthorpe Road	HBNG	Mississauga	\$90,000,000	4.50
17	2020	3450 Dufferin Street	Fitzrovia Realty, Timbercreek and AIMCo	Toronto	\$86,500,000	5.00
18	2020	4926 Bathurst Street	Portal Realty Corp	Toronto	\$6,000,000	0.61
19	2020	83 East Street & 2266 Lakeshore Road West	2726102 Ontario Inc.	Oakville	\$7,000,000	0.59
20	2020	185 Balliol Street	Greenwin	Toronto	\$64,000,000	1.08
21	2020	175 Wynford Drive	Freed Developments & Fengate Asset Management	Toronto	\$102,000,000	5.42
22	2020	2495 Lakeshore Blvd	Multiple Private Families	Etobicoke	\$12,800,000	0.99
23	2020	128 Sheridan Avenue	Timbercreek Asset Management	Toronto	\$22,400,000	0.51
24	2019	Celestica Campus	Aspen Ridge Homes	Toronto	\$347,801,025	60.51
25	2018	262 Jarvis Street	PlazaCorp.	Toronto	\$23,400,000	0.26
26	2018	30 & 44 Zorra	Altree	Toronto	\$22,500,000	1.29
27	2018	831-837 Glencairn Avenue	Chestnut Hill Developments	Toronto	\$5,550,000	0.44
28	2018	4-6 Howard Street	Concert Properties	Toronto	\$87,400,000	0.69
29	2017	58-100 Howard Street	Tridel Corporation	Toronto	\$61,000,000	1.78
30	2017	390 Dufferin Street & 444 Dufferin Street	CREIT Acquisition Corp.	Toronto	\$32,000,000	1.69
31	2016	8200 Warden Avenue	Lifetime Developments	Markham	\$15,000,000	5.82
32	2015	670-690 Progress Avenue	Fieldgate Homes	Scarborough	\$20,000,000	8.81
33	2015	2 Tecumseth Street & 125 Niagara Street	Easton Group of Companies	Toronto	\$37,500,000	4.92
34	2015	874 Yonge Street	Cityzen and Greybrook Realty Partners	Toronto	\$3,500,000	0.05
35	2015	9-11 Scollard Street	Cityzen and Greybrook Realty Partners	Toronto	\$9,500,000	0.08
36	2015	1884 Queen Street East	Fieldgate Developments	Toronto	\$6,240,000	0.35
37	2015	159 Wellesley Street East	Alterra Group	Toronto	\$15,900,036	0.30
38	2014	235 Jarvis Street	Centrecourt Developments Inc.	Toronto	\$6,000,000	0.14
39	2014	175 Dundas Street East	Centrecourt Developments Inc.	Toronto	\$6,000,000	0.13
40	2014	191 Dundas Street East	Centrecourt Developments Inc.	Toronto	\$1,170,000	0.02
41	2013	1427 Yonge Street	Terracap Management Inc.	Toronto	\$2,500,000	0.05
42	2013	5365 Dundas Street West	Concert Properties Ltd.	Etobicoke	\$15,500,000	5.99
43	2013	81 Wellesley Street East	Aragon Properties Ltd.	Toronto	\$4,388,888	0.23
44	2013	5 Wellesley Street West	Lanterra Developments	Toronto	\$65,000,000	2.07
45	2012	30 Ordnance Street	Cityzen and Fernbrook Homes	Toronto	\$27,000,000	1.61
46	2011	120 Grangeway Avenue	Goldman Group	Scarborough	\$22,600,000	3.34
47	2011	3070 Ellesmere Road	7S Group	Scarborough	\$2,400,000	1.30
48	2010	159 Wellesley Street East	The Kilmer Group	Toronto	\$1,799,267	0.30





Case Studies

OUR UNMATCHED EXPERIENCE

CBRE | LAND
SERVICES
GROUP



348-354 YONGE STREET AND 8-12 ELM STREET, TORONTO

-  **Price:** \$150,000,000
-  **Number of Units:** 821 units
69 storeys
-  **Date:** November 2021
-  **Vendor:**
8 Elm Park Holdings Inc.,
Yonge Elm Holdings Inc
-  **Purchaser:**
Reserve & Capital Developments






348-354 Yonge Street and 8-12 Elm Street located in the City of Toronto was an approved mixed use development opportunity with a total GFA of 559,178 sq. ft. The Property received LPAT approval for a site specific zoning by-law amendment in July 2019. The development allowed for over 546,000 sq. ft. of residential density, 7,225 sq. ft. of retail density and provides 5,070 sq. ft. of community space. Based on the approved zoning, the Site had a maximum height of 218.2 metres. The site was exceptionally located in Downtown Toronto, positioned just north of Yonge-Dundas Square and CF Eaton Centre.

The Land Services Group was retained on an exclusive basis to manage the disposition process on behalf of a consortium of well-known developers and investors. The site was presented to the market using the Modified Tender Process with no asking price. We prepared a national marketing campaign which included a multi-page brochure, a comprehensive Confidential Information Memorandum, media advertising and the site was highlighted on our website. Purchasers were qualified through a Request for Qualifications process and were provided access to the property specific data room only after executing a Confidentiality Agreement. We set a date for offer submissions and conducted numerous face-to-face meetings with interested parties.

The process generated multiple strong offers from several prominent Canadian development firms. Our team stayed in constant contact with the vendor and the purchaser to track the process and ensure that progress was being made. The property closed in November 2021 with Reserve Properties and Capital Developments purchasing the site for \$150 Million. The developers launched sales in September 2022 and are 76% sold out.



BLOOR STREET WEST AND DUFFERIN STREET, TORONTO

-  **Price:** \$151,499,700
-  **Size:** 7.5 ac
-  **Date:** September 2021
-  **Vendor:**
Toronto District School Board,
Toronto Lands Corporation
-  **Purchaser:**
AIMco & Hazelview Investments

The Toronto Lands Corporation ("TLC"), on behalf of the Toronto District School Board ("TDSB"), issued an RFP to run and manage a pilot program for the disposition of surplus school sites in the City of Toronto. We were selected to run this pilot transaction beginning with a 7.26-acre site offered for sale. This site was part of a larger existing property at the southwest corner of Bloor Street West and Dufferin Street. Two of the three schools on the site had been deemed surplus by TDSB and are slated to close in 2018-2019. The property had also been strategically identified by the province as part of the government's community hubs program, and as a result, we had to identify this requirement through the sale process while ensuring the greatest possible return to TDSB.

CBRE was retained by TLC a year prior to going to market during which time we assisted TLC in getting the site ready for sale. This included planning sessions with the City of Toronto to discuss their wants and needs for the site, meeting with planning firms and the head of Community Hubs, Special Advisor Karen Pitre, to discuss how we would include this community hub aspect into the redevelopment and further conducting a market sounding where we interviewed 15 developers to get their feedback on different aspects of the site. CBRE, in conjunction with TLC, then created a 20-page Request for Offers ("RFO") document that would be released to potential purchasers upon launching the site which outlined requirements that were provided to us by TLC, TDSB, the City and the Province. These requirements included the construction of a 30,000 sq. ft. community hub by the purchaser, provision of affordable housing in the future development, considerations to the neighboring Brockton school, and several other highly specific components that were essential to completing a successful transaction for TLC and TDSB.

An Agreement of Purchase and Sale was signed with a consortium of highly qualified real estate developers and investors that included a base price of \$121.5 Million. Additional payments tied to the densities achieved through planning approvals also allow TDSB to share in the upside of the future development. The site closed in September 2021, following severance and Site Plan approval, for a total consideration of \$151 Million.



50 & 64 MERTON STREET, TORONTO

Price: \$60,000,000

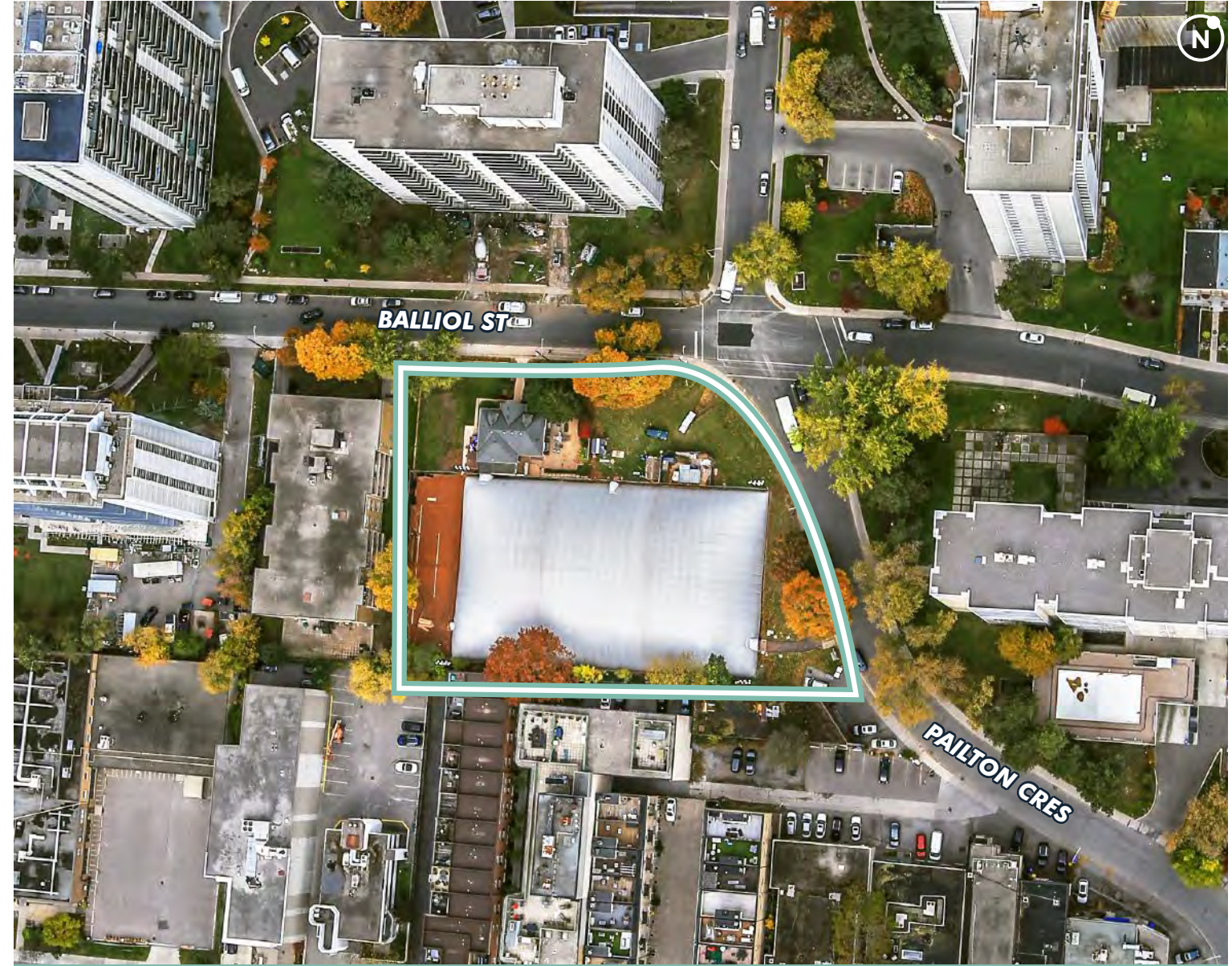
Size: 0.66 ac.

Date: September 2021

Vendor: Girl Guides Canada & Greenrock

Purchaser: Diamond Corp. & Alterra

On behalf of the Girl Guides of Canada and Abraham J. Green Limited, our team offered for sale 2 abutting office buildings that were slated for imminent redevelopment. The properties are located within the Yonge-Eglinton Secondary Plan boundary with designations permitting building heights upward of 40 storeys. This offering garnered significant interest from the high rise developer community, resulting in a successful sale in September 2021 for a highly competitive purchase price of \$60,000,000.



185 BALLIOL STREET, TORONTO

Price: \$64,000,000

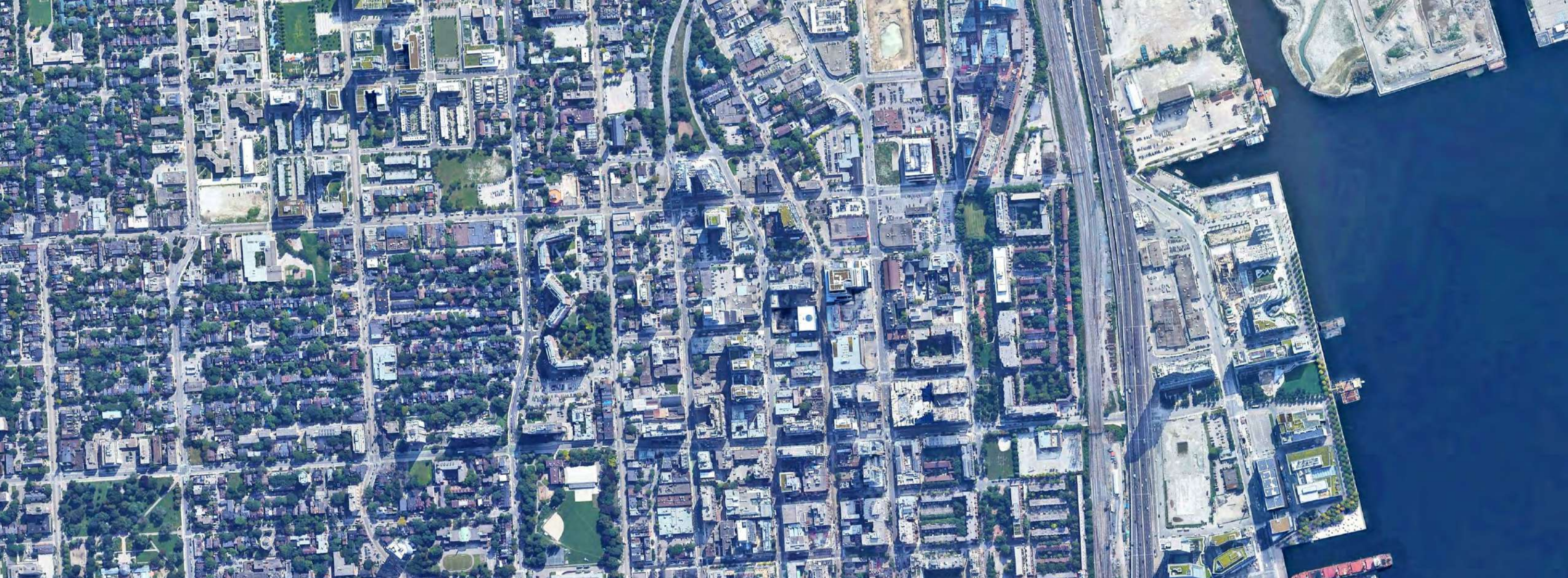
Size: 1.08 ac.

Date: January 2020

Vendor: Wingreen Realty Ltd.

Purchaser: Verdiroc Holdings Ltd.

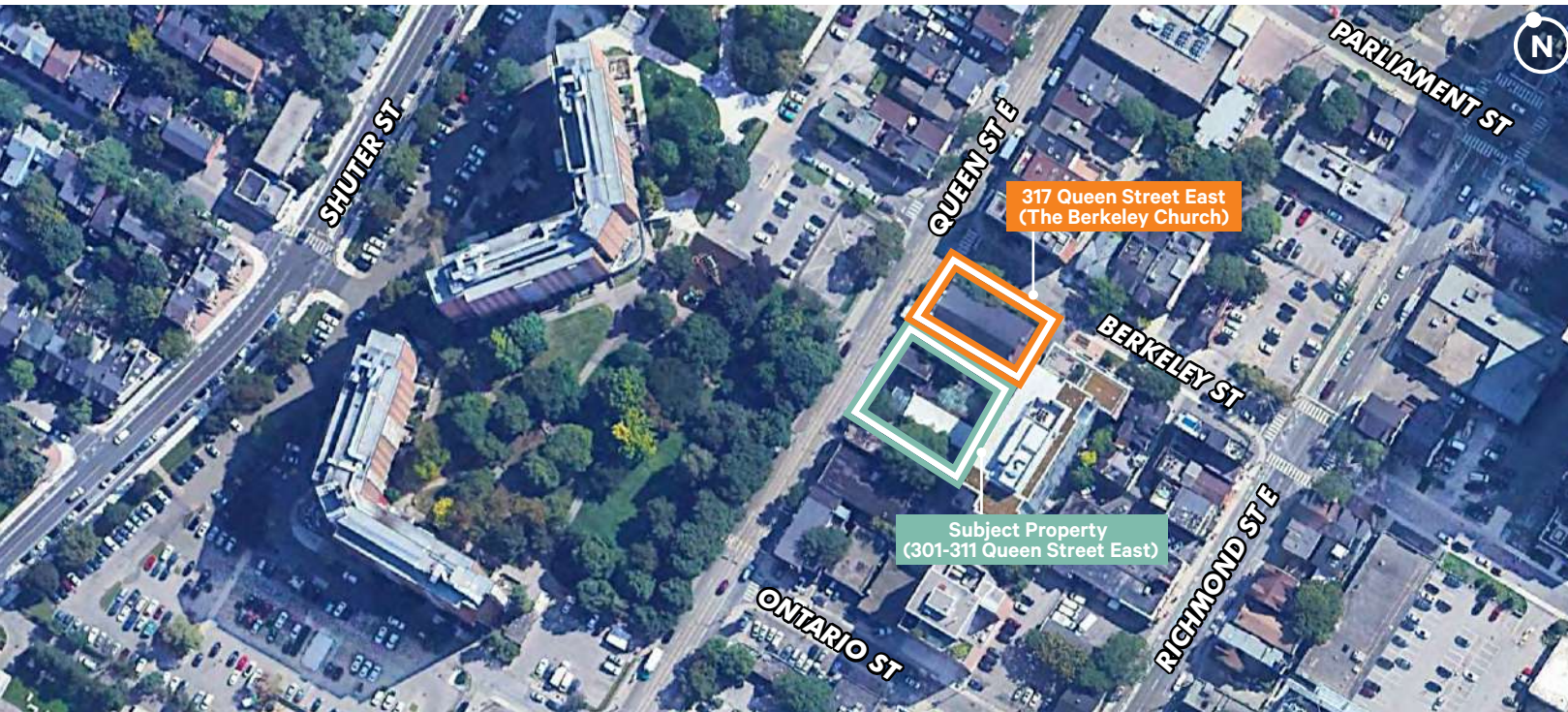
Our team was engaged by the ownership group in the disposition of the 1.08 acre property located at the corner of Balliol Street and Pailton Crescent, immediately east of the site. We brought the property to market unpriced and through our marketing efforts received 10 competitive offers from well known developers and investors. The site sold in January 2020 for \$64 Million.



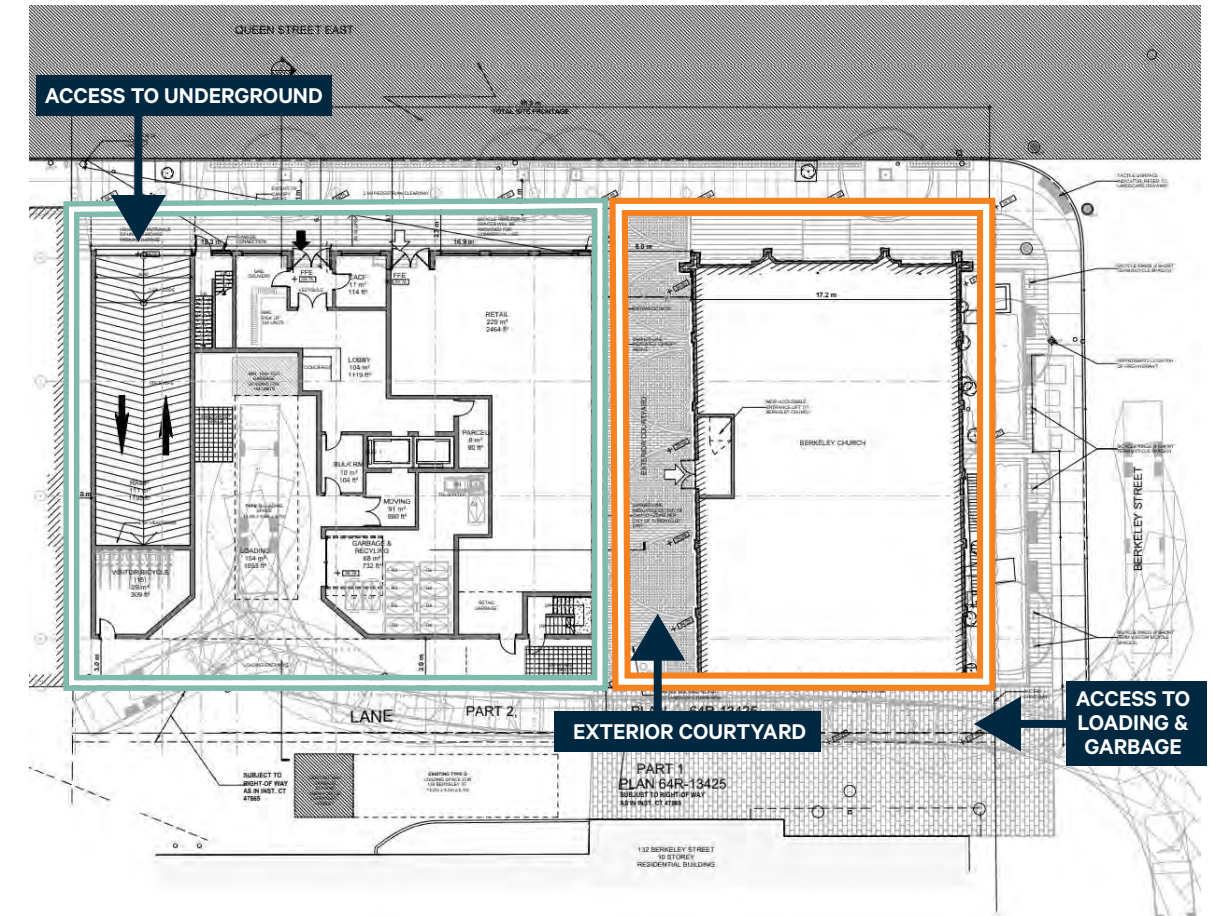
Property Information

INTERNAL VALUATION

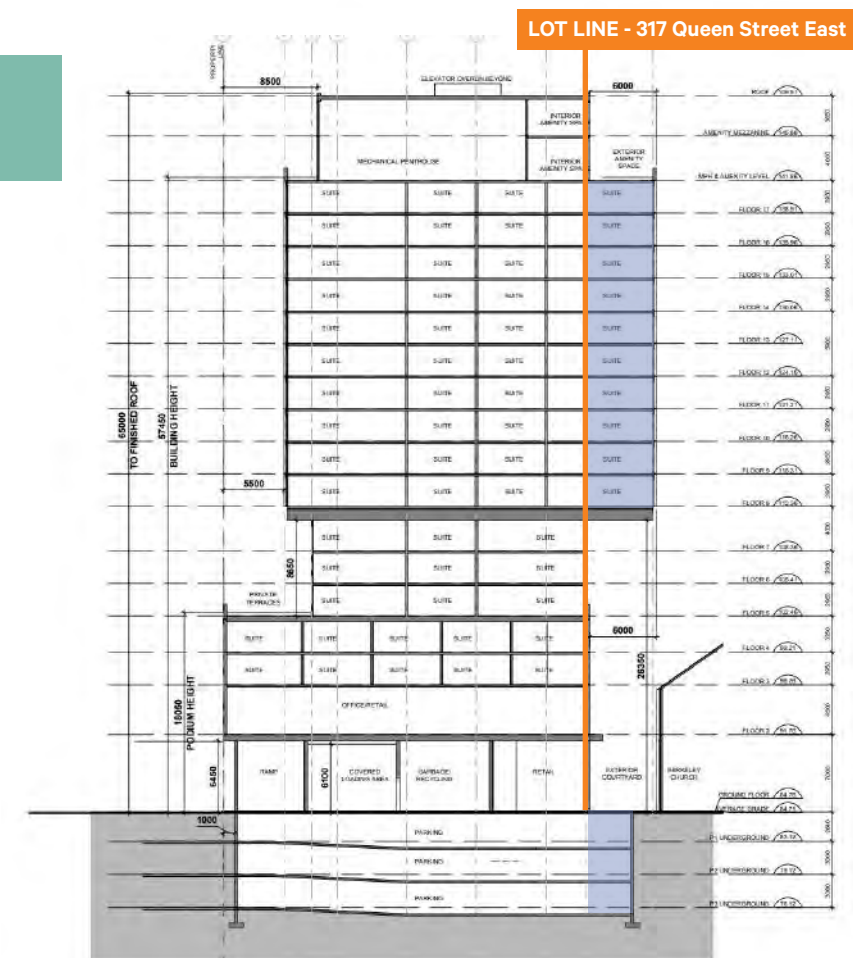
CBRE | LAND SERVICES GROUP



SITE PLAN



ELEVATION - NORTH FACING



Portion of the development that is encroaching onto 317 Queen Street East both above and below grade. The development assumes a portion of 317 Queen Street East's air rights at the 8th floor of the residential tower to the 17th floor. It also assumes a portion of the property below grade will be utilized for underground parking on 3 levels.

SITE ADDRESS	301-311 Queen Street East, Toronto
TOTAL AREA	0.26 ac. (11,151 sq. ft.)
PIN	210910080 and 210910080
FRONTAGE	111 ft. along Queen St E
DEPTH	100 ft.
OFFICIAL PLAN	Regeneration Area; Within the King-Parliament Secondary Plan
ZONING	MCR T3.0 – Mainstreet Commercial Residential
EXISTING CONDITIONS	There are two existing buildings and an outdoor terrace that was being utilized for event space on the Property.

Proposed Development and Relationship to 317 Queen Street East (The Berkeley Church):

There is an active development application that includes 317 Queen Street East, which abuts the Property to the east known as the Berkeley Church. The Berkeley Church is designated heritage and as part of the proposed development would be retained on Site and not incorporated into the building, as it would remain standalone. It is our understanding that the intent of doing so was to maintain the existing building for event space.

The development proposes a 19-storey building with 144 residential units with a total GFA of 121,416 sq. ft., which includes 2,465 sq. ft. of retail space and 8,102 sq. ft. of office space. The existing Berkeley Church, which has a total building size of 8,310 sq. ft. would be retained on site. As part of the development, it is proposed that 3 levels of underground parking will be built to accommodate 98 parking spaces.

As part of the development, it is proposed that a portion of the residential tower will cantilever approximately 6 metres onto 317 Queen Street East over the courtyard at the 8th to the 17th floor. As part of the development, a portion of the site at 317 Queen Street E below grade will be used to accommodate the underground parking.

Status of Development Application:

An OPA and ZBLA were submitted by the owner in May 2016 to permit redevelopment of 301-311 Queen Street East, utilizing the air rights to cantilever a portion of the residential tower over the exterior courtyard of 317 Queen Street East and for below grade parking. An OPA was required given the height of the development and the existing policies within the King-Parliament Secondary Plan that seeks to achieve a compatible built form with existing buildings. In 2016 the applications were appealed to the LPAT based on council's opinion that the proposed development was over-developed and did not conform with the overall policy objectives of the Secondary Plan. The owner appealed the decision to the LPAT in 2018 and reconvened a hearing on the matter in November 2020. On February 5, 2021, the LPAT issued their decision in the hearing, which approved the appeal and rezoning subject to the satisfaction of several preconditions. Please note that prior to going to market we could confirm what conditions have been fulfilled (if any).

Key Considerations:

- Confirming that there is an agreement with 132 Berkeley Street providing access to the private laneway to the Site and 317 Queen Street E.
- Prior to going to market, our team would confirm with planning staff the status of all applications to ensure that the Site is accurately marketed based on current plans and approvals.

DEVELOPMENT APPLICATION

For the purpose of this proposal and for the receiver, we have provided a value for the Site based on two scenarios. The first scenario is the sale of the Site as-is based on the redevelopment potential of the Site on its own, and the second scenario is based on the current development plan that utilizes the neighbouring property at 317 Queen Street East.

SCENARIO 1: AS IS

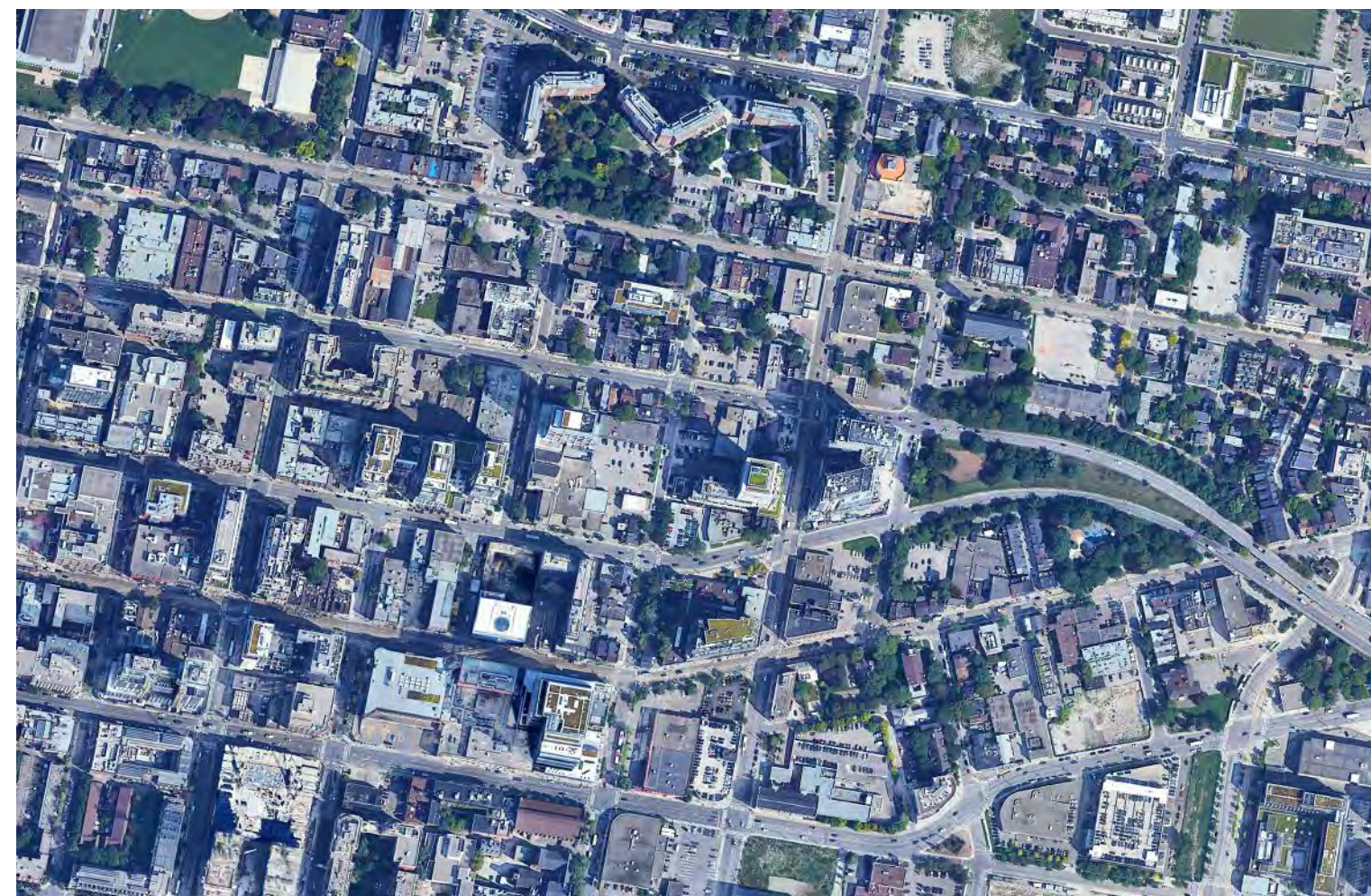
Even though the Site is approved for a 19 storey building, we believe that if the Property is sold independently of the neighbouring property, that the highest and best use for the Site remains a mid to high rise development site. As such, we have provided the below valuation on an as-is basis based on the highest and best use. In order to provide a value for the Property as-is, we have made assumptions on the redevelopment potential of the Site if the neighbouring property at 317 Queen Street East is not part of the future development or sale.

To do so, we have searched for existing sites of similar lot size with development applications to understand what density and built form could be achieved on the Site. Our team currently has marketed for sale a 12,031 sq. ft. site located at 572 Church Street, just north of Wellesley Street that is approved for a 12-storey building with 71,580 sq. ft. of total GFA. Based on this development, the site has an FSI of 5.9 times coverage. Similar to the Site, the property at 572 Church Street is mid-block and will need agreements with the neighbouring sites to allow for the development to proceed, including but not limited to crane swing and tie backs. The development is also proposing elevator parking to accommodate for on-site parking spaces as the size of the property does not allow for traditional ramp underground parking.

Based on the above, we believe that the Property would be able to achieve a density and built form similar to 572 Church Street. Given that the Site has a total lot size of 11,151 sq. ft., and based on a FSI range of 6x to 7x coverage given that Queen Street is a designated Avenue, we believe that the potential GFA achievable is within a range of 66,906 sq. ft. to 78,057 sq. ft. in total.

If the Property were sold on its own, a purchaser would have to restart the planning process which could take two years or more. Utilizing the above density range, we believe that on an as-is, unapproved basis, the Site could achieve on a per sq. ft. buildable basis between [REDACTED] representing a value range between [REDACTED]. Please note that this valuation does not take into consideration any additional development costs that may be required to allow for redevelopment including additional costs for elevator parking and any future agreements with the neighbours. Given that the City of Toronto has removed minimum parking standards for new developments, we would assume that any purchaser looking to redevelop the Site would likely propose no parking on-site.

It should be noted though that based on our experience marketing 572 Church Street and the feedback we've received from the market, most groups are pushing back on boutique high rise developments that are under 100,000 sq. ft. or so, as the economies of scale do not make them economically feasible to build and it has proved to be difficult to attract trades to bid on smaller projects.



SCENARIO 2: REDEVELOPMENT WITH 317 QUEEN ST E

In order to provide value on a redevelopment basis, all transactions within the past 24 months and located in proximity of the Site that have development applications to permit high density residential developments have been considered in our analysis. The sales price divided by the proposed or approved gross floor area allows us to apply value on a price per sq. ft. basis, subject to adjustments. Upon review, there have been 6 transactions within a 0.5 km radius of the Site that are comparable and meet this criteria. Please see Appendix A for the comparable sales.

Located south of the Site along Berkeley Street, Transaction 1 represents the acquisition of three sites by Dream between December 2021 to September 2022 to incorporate into their existing holdings and proposed development. Although these trades do not provide comparable pricing when applying value to the Site, we wanted to include these sales given their location relative to the Property.

Transaction 2 represents the sale of 214-230 Sherbourne Street that traded in June 2022 to KingSett for \$53,000,000 all cash. At the time of sale there was no development application submitted to the City, however, the purchaser has since submitted an application for a 45 storey tower with 443,430 sq. ft. of density, representing a \$ per sq. ft. buildable of approximately \$119. Similar to the proposed development on the Site, Sherbourne Street has a heritage house that will be retained on site, with the new development built around it. We believe that since there were no approvals at the time of sale that a slight upward adjustment may be required when applying value to the site.

Transaction 3 represents the sale of an assembly of four sites by Lamb Developments south of the Property at Parliament Street and Richmond Street East that traded between February 2021 to May 2022. The purchaser acquired three of the properties in 2021 and submitted a development application that same year, however, the application now includes the most recent acquisition of 126-218 Parliament. The application proposes a 44 storey tower with 212,005 sq. ft. of density, representing a \$ per sq. ft. buildable of \$137.50 on an adjusted basis. We believe given the status at the time of sale that and the location of the site relative to the Property that this transaction provides comparable pricing, albeit a slight upward adjustment may be required given it was an assembly.

Transaction 4 represents the sale of a 0.91 acre property to Pearl Group for \$23,500,000 all cash. The site was acquired in March 2022, although there was no application at the time of sale nor has the purchaser submitted one. As such, we have not considered this transaction when applying value to the Site but wanted to include it based on its proximity.

Transaction 5 represents the assembly of 236-250 King Street East by Emblem Developments, of five properties that were acquired from September 2020 to March 2022. The total assembly transacted for a total consideration of \$60,969,332, with a VTB mortgage on three of the sales. The purchaser submitted the original applications in October 2020 and a revised version in 2022 which proposes a 366,446 sq. ft. development comprising a 43 storey tower, representing on an adjusted basis a price per sq. ft. buildable of \$167.

Transaction 6 represents the sale of 260 King Street to Fitzrovia & HOOPP who collectively acquired the 1.22 acre site in December 2021 for \$184,600,000 all cash. At the time of sale the ZBLA was LPAT approved with conditions to allow for the development of a 38 and 40 storey building with 744,118 sq. ft. of density, representing a \$ per sq. ft. buildable of \$248. The site contains 6 existing buildings in which 4 are heritage and will be retained on site. Please note that the approximate \$ per sq. ft. of \$248 includes the existing office space that will be retained. When applying value to the Site, we believe that a significant downward adjustment would be required based on the size of the development and location along King Street which is superior to that of the Site.

Based on the above, we believe that the Site has a fair market value on a redevelopment basis between [REDACTED] per sq. ft. buildable based on a total GFA of 121,416 sq. ft., representing an overall value between [REDACTED]. Please note that this does not take into consideration that a portion of this value would potentially be attributable to 317 Queen Street East, as without their air rights and below grade for underground parking the current approved development will not be feasible.

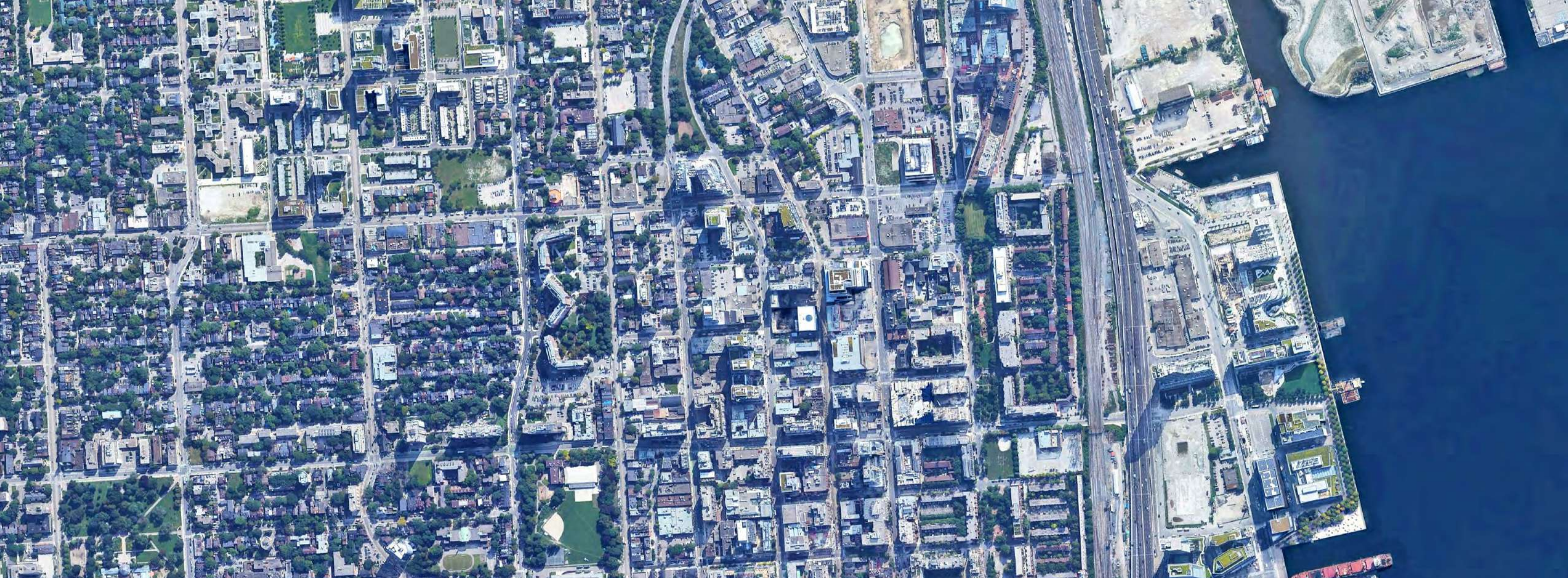
ALLOCATING VALUE

The above valuation range is on the basis of the current development application that assumes utilizing the air rights both above and below grade at 317 Queen Street. As such, the overall valuation based on [REDACTED] per sq. ft. buildable would need to be allocated to the owner of the sites based on several factors and likely proportionately. At this time, we do not believe that it is possible to provide an exact amount that could be allocated to each site, however, once offers are received this would be dealt with through the receivers to ensure that both sites maximize value, understanding that some offers may be received conditional on acquiring both sites and some offers may be for the acquisition of just one of the sites by either an investor, user or developer. Please note that this is another reason why we strongly believe that the sites should be marketed together allowing groups to bid on each site separately or together.

RECOMMENDED MARKETING STRATEGY

Given the existing development application and relationship with 317 Queen Street East both above and below grade as it relates to redevelopment, we would strongly recommend going to market with both the Site and 317 Queen Street East utilizing the Modified Tender Process and allowing groups to bid either together and separately. We would highly recommend marketing the sites together based on the current development application and allowing groups to submit an offer on both sites either together or separately, allowing the receivers to make a decision once offers come in that maximizes value for their respective site. Utilizing the Modified Tender Process, we would set a bid date for both properties on the same day, allowing groups to submit either way and would summarize the offers and short list with the recommendation from each of the receiver. The goal is obtain the highest value for the Site with this process, and we believe that marketing the Site with the neighbouring property will do so and provide a larger buyer pool too. We also believe that this strategy is most beneficial to both of the properties and using one broker allows the process to be fully transparent for the market, while allowing for streamlined negotiations between purchasers and receivers once offers are received.

Please see page 28 for summary of the Modified Tender Process and a sample timeline for disposition.



Sale Process & Marketing

DISPOSITION STRATEGY
AND MODIFIED TENDER PROCESS

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As aforementioned, we would recommend the Modified Tender Process where an unpriced offering is promoted and offers are reviewed on a specified date. During this period, a full marketing campaign will be utilized to ensure maximum coverage, transparency and visibility for the properties. Essential marketing strategies include a custom brochure distribution to our list of pre-qualified developers, and investors, meetings, targeted phone campaigns and advertisements in highly subscribed to planning and development journal Novae Res Urbis (NRU) and on LinkedIn. We would also create a custom drone video that highlights the offering and potential opportunity for the sites together and separately.

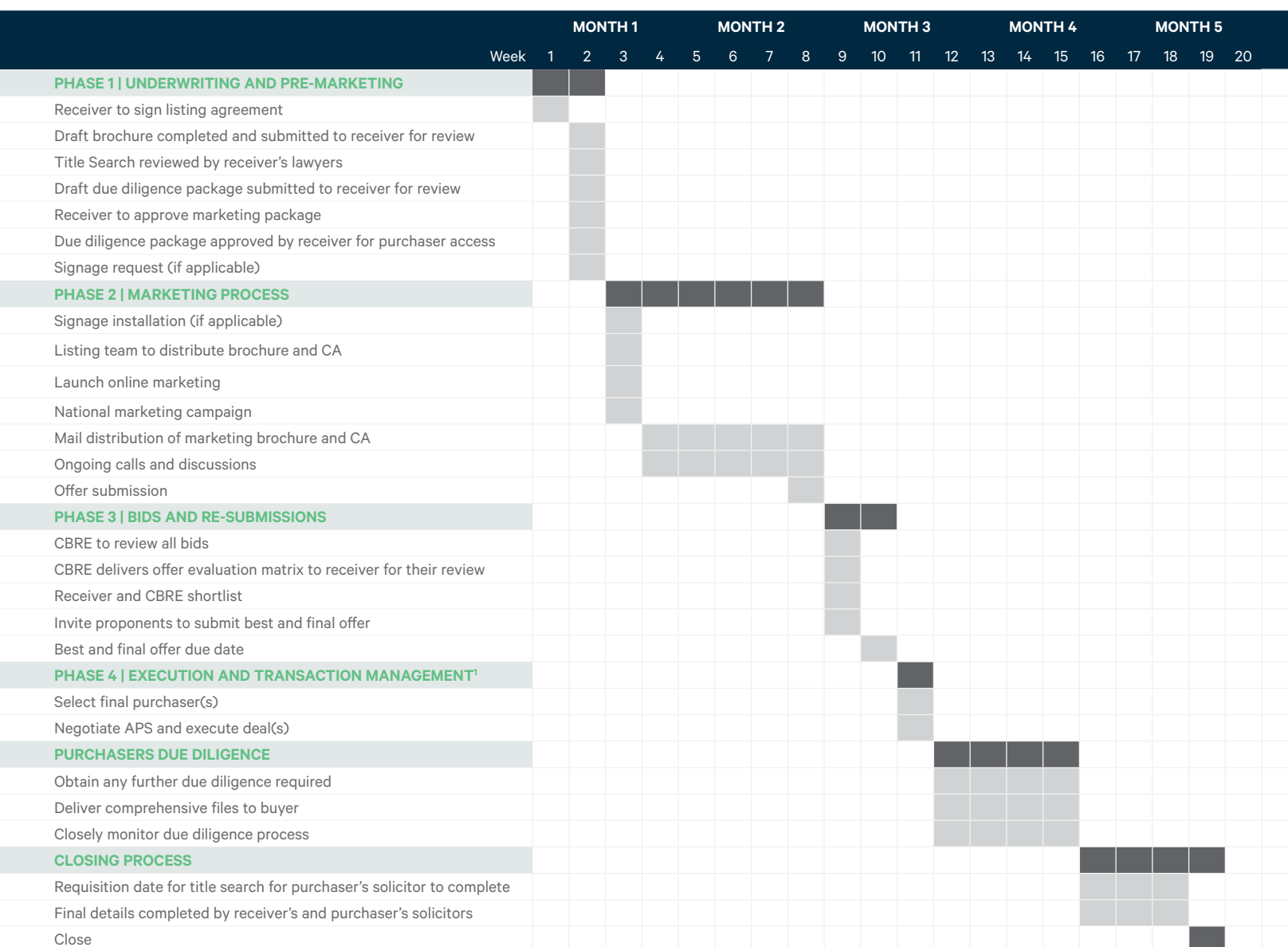
We would suggest an offering date for both sites 45 to 60 days following the marketing launch, however, we recommend being in the market at least 2 weeks before setting a bid date in order to assess market activity. After the first round of bids are submitted, proponents with the best offers will be shortlisted and asked to resubmit their best and final offer. This

process generates a competitive bidding environment, which is essential in generating the highest return for our vendor.

This offering requires a unique disposition strategy in which the experience of CBRE's Land Services Group separates itself from the competition. The Modified Tender Process will allow us to ensure that the sites have full exposure to both the market and potential purchasers, while allowing for various groups to bid on the sites (i.e. users, investors or developers). Our experience of transacting with the GTA's most prominent groups, allow us to not only create the largest pool of potential buyers, but also provide advisory in selecting prospective builder's best suited to meet your preferences for the Site. Our level of experience also provides us with an understanding of land specific pricing that is not common practice of the majority of real estate practitioners. It is to our best ability to market the Property in a way to ensure that no money is left on the table following the disposition of the Site.

PROPOSED TIMELINE

Please note that the below timeline is conceptual and that timing can be adjusted to meet the receiver's preferences and needs.



¹Timing for this phase and subsequent phases will be dependent on the terms of the APS.



PHASE 1 — UNDERWRITING & PRE-MARKETING

In this phase, we encapsulate all reports (i.e. survey, environmental, geotechnical, planning, building plans etc.) in our marketing materials and make them available electronically in the online Document Centre. The Team will review and abstract the zoning, title documents, building information, planning reports, and tax documents; prepare all legal documents with the receiver's Solicitor; and coordinate aerial photography, professional maps and signage. The marketing materials will also detail demographics, the neighbourhood, nearby developments and all other elements that are essential in establishing the upside of this opportunity. The anticipated timeline for this phase is 2-3 weeks.



PHASE 2 — MARKETING PROCESS

We generate market interest immediately through a market flyer or 'teaser' launch to our database's broad buyer list. The electronic blast is followed by an exhaustive calling campaign in which the top candidates are contacted by the Listing Team. Throughout the marketing period, our Team will ensure that all due diligence materials are made available to the buyer community. The most important element of this campaign is the face-to-face meetings and presentations with potential buyers. Reporting letters that detail the marketing process, including the thoughts and comments from the buying community, are completed by the Listing Team and distributed on a weekly basis, as well as meetings or calls at the receiver's preference. Pursuing local, national and international firms is a key element of our marketing campaign. We anticipate the marketing timeline to be up to 6 weeks, but the timeline can be tailored to suit the receiver's requirements.



PHASE 3 — OFFERS & NEGOTIATIONS

The sales tender process will employ two stages as follows:

Round 1: Receive and review bids in the form of either the receiver's Agreement of Purchase and Sale (APS) or purchaser's Letter of Intent (LOI). Our group will complete an offer matrix, summarizing pricing and all salient terms and conditions for easy review by the receiver. The Advisory Team will strive to generate as many bids as possible in this phase, boosting excitement and competitiveness amongst the bidders. A shortlist of bidders is then chosen upon bid price, the quality of the bid as well as each proponent's experience and qualifications.

Round 2: Shortlisted bidders are then asked to submit a best-and-final offer representing the best possible terms. Depending on the previous round, bidders will be asked to resubmit on the receiver's APS for second round. The Advisory Team works with top bidders to refine their positions based on receiver's comments.



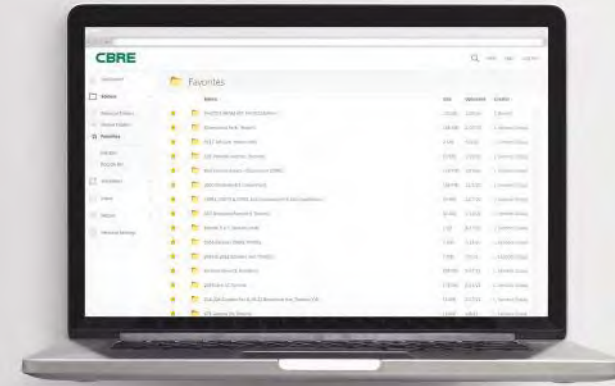
PHASE 4 — EXECUTION & TRANSACTION MANAGEMENT

Once we execute the Agreement of Purchase and Sale, it is imperative that the buyer receives all relevant due diligence information regarding the Site. The Advisory Team understands the sensitivities involved in closing complex real estate transactions and allocates substantial resources toward achieving a smooth closing. In this stage, the Listing Team will coordinate and deliver any additional due diligence materials (if applicable), further negotiate timelines, provide updated information and remain in constant contact with both the receiver and the Buyer. We anticipate up to 90 days of conditional (due diligence) period for a Buyer with a possibility of firms bids if buyers are comfortable with the environmental conditions, soil conditions and approvals. Final details are to be completed by the receiver's and Purchaser's Solicitors. The timeline for this phase will be 4-8 weeks.



Custom Brochure

A multi-page, high-gloss, full-colour brochure will be created for the properties, highlighting the current development scenario and then the sites on their own, with characteristics, area amenities and improvements that are important in achieving highest value. The brochure is included in all of the electronic marketing materials and is printed in hard copy with a CA and couriered to our top purchaser's list as well.



CBRE Sharefile

We will post the due diligence materials on a password protected website so that potential purchasers have 24/7 access to all pertinent materials. Sharefile allows the Listing Team to track who has accessed and downloaded information. This information provides CBRE with insight into the depth of due diligence each potential purchaser has undertaken, which can be very useful when considering offers. Groups must sign a CA in order to receive access to the online data room.



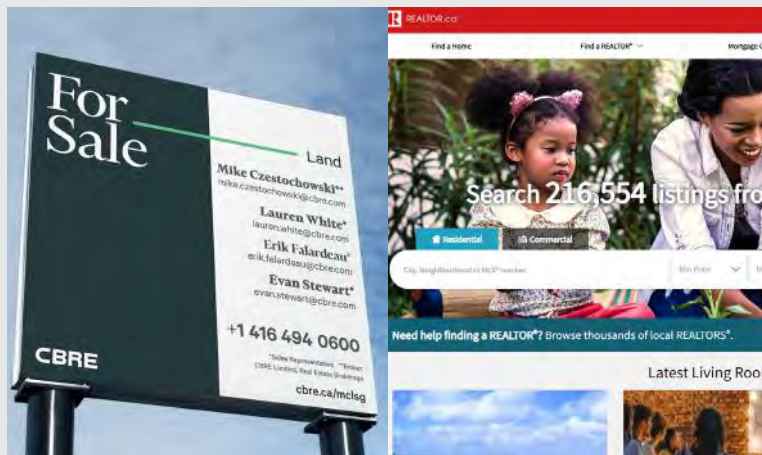
Novae Res Urbis (NRU) and LinkedIn

We will showcase the Property in the GTA edition of Novae Res Urbis (NRU), which is released weekly on Wednesday and is widely subscribed to within the development industry. In addition, we will post the sites on Mike and Lauren's LinkedIn that collectively have over 12,000 contacts.



Campaign Logic

Weekly email campaigns are sent out promoting the opportunity to our extensive and qualified database of purchasers through Campaign Logic. Campaign logic allows us to receive a detailed report of tracking of who opens the email, the attachments, downloads and forwards to others. We feel that when marketing a property, exposure to as many proponents as possible, and exposure to as many forms of media as possible, will maximize the total return for the receiver.



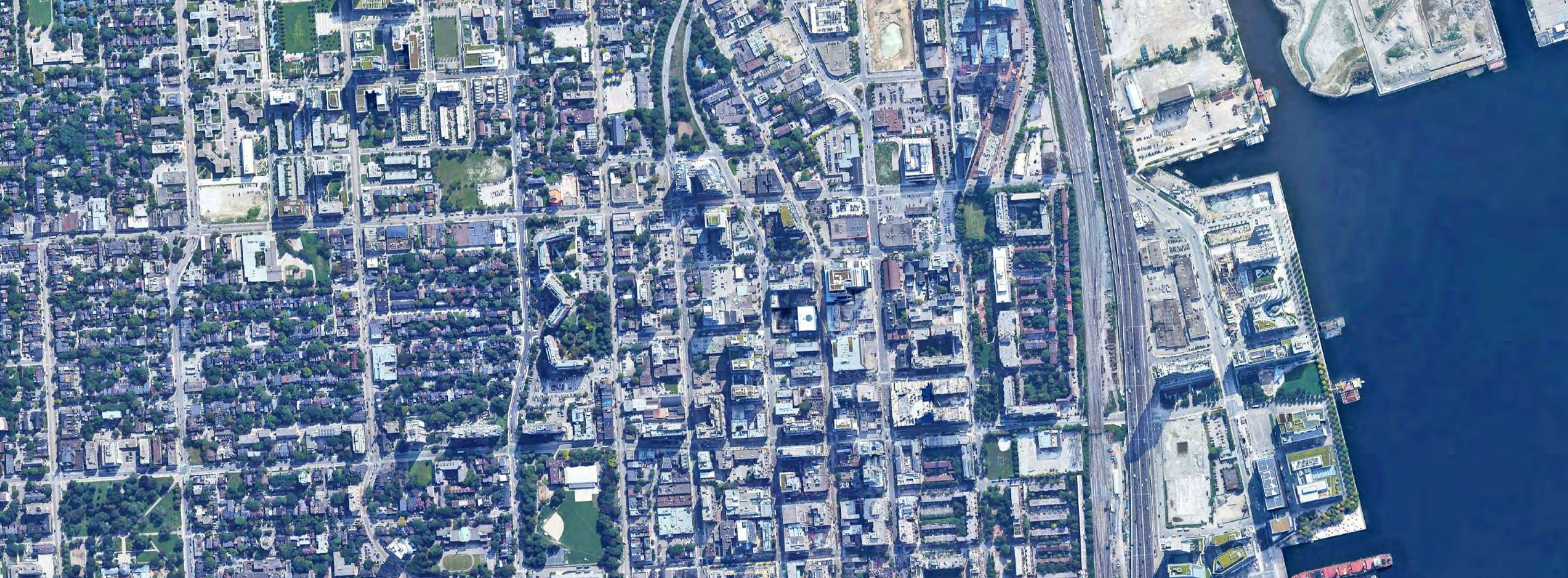
Signage and MLS

If desired by the receiver, prominent site-specific "FOR SALE" signs will be placed on the Site to help maximize exposure. In addition, the Property would be posted onto the Ottawa and Toronto Multiple Listing Service. We believe putting the Site on MLS will ensure it is fully exposed to all potential purchasers.



Drone Video

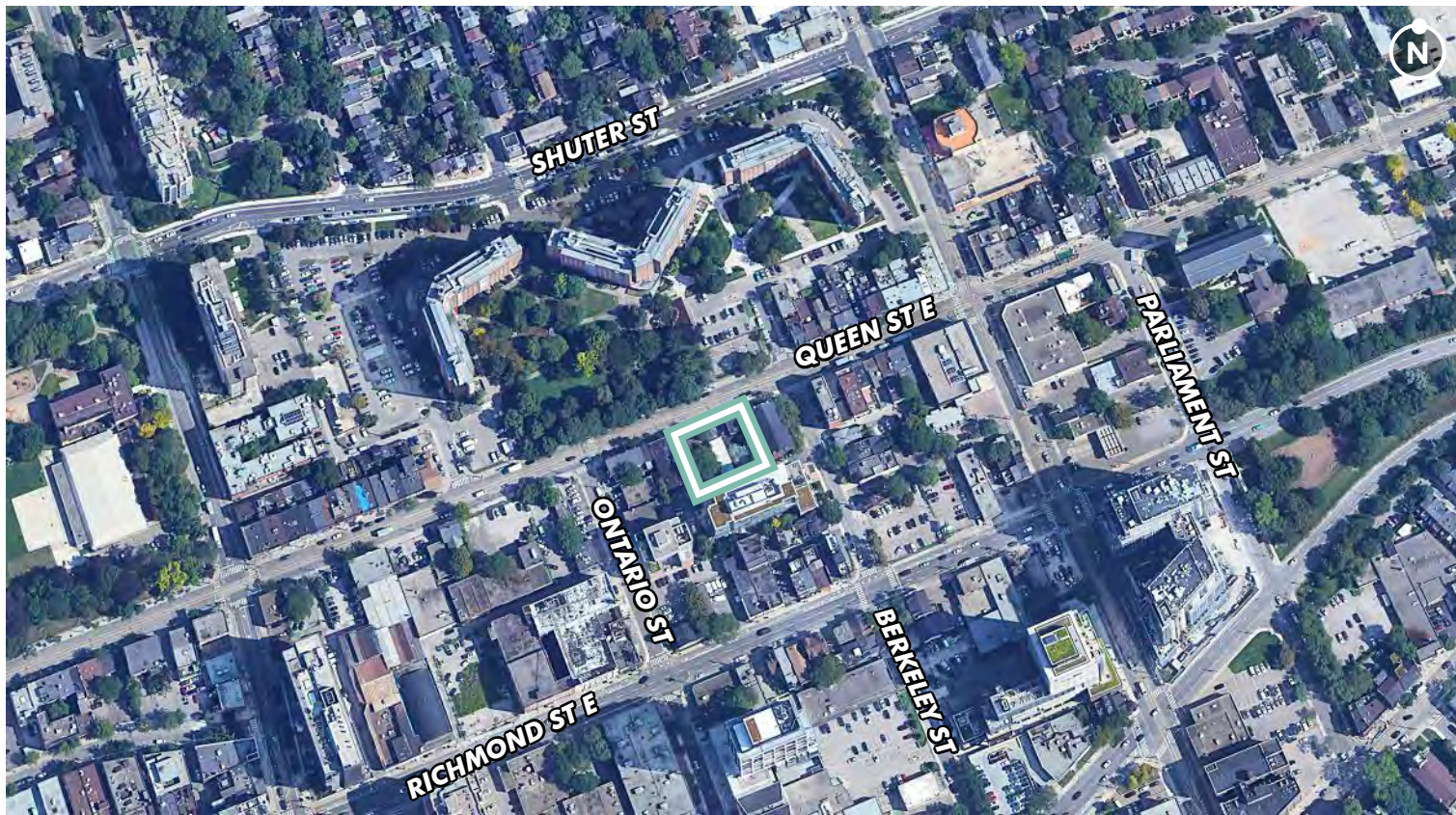
A custom drone video will be created for the sites and linked to all electronic marketing materials. High-resolution aerial photography and video footage are taken by drone or airplane to ensure professional imagery is utilized in all marketing materials. **Please click the image to view one of our marketing drone videos.**



Terms

OF ENGAGEMENT

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CBRE Terms of ENGAGEMENT

Listing Term	6 months
Recommended Marketing	Modified Tender Process; MLS
Document Review & Abstracts	To be managed by CBRE
Reporting	To be completed formally on a weekly basis. Conference calls at the receiver's preference.
Conflict of Interest	The Listing Team has searched internally and has no conflict of interest.

Proposed Fee Structure²:

Option 1 - Flat Fee:

- A flat fee of [REDACTED] of which will be offered to co-operating brokers if there is an outside agent.

Option 2 - Percentage Fee:

Sale of the Site:

- If co-operating, [REDACTED]
- If solely completed by the listing team, [REDACTED]

Sale of the Site Based on the Current Development Plan:

- If co-operating, a [REDACTED]
- If solely completed by the listing team, a [REDACTED]

Expenses:

- All typical marketing costs will be borne by CBRE.
- Any required third party reports will be at the cost of the receiver.

²This fee structure has a term that expires 60 days from the submission of this proposal.

As the GTA's leading commercial real estate brokerage services group, the Land Services Group is uniquely qualified to assist the receiver in realizing their goals and objectives with respect to the Site.

Three main points that summarize our advantage:

1. The proposed CBRE Team includes the country's leading land and development sales professionals. These highly seasoned brokers have extensive and unique experience and insights in the disposition of real estate and will be able to provide a variety of options and scenarios for consideration.
2. CBRE has proven abilities and an unimpeachable track record working with non-traditional sales. This, coupled with our proven ability to produce rational strategies yielding actionable results as well as cost-effective solutions, makes us an ideal partner for you.
3. CBRE's proprietary detailed market intelligence and forecasting gives us the ability to produce comprehensive analyses for logical decision-making.

We appreciate your consideration of our proposal and look forward to the opportunity to work with you on this mandate. Should you have any questions please feel free to reach out and we can schedule a call to discuss at your convenience.

Sincerely,

Mike Czystochowski**
Vice Chairman
+1 416 495 6257
mike.czystochowski@cbre.com

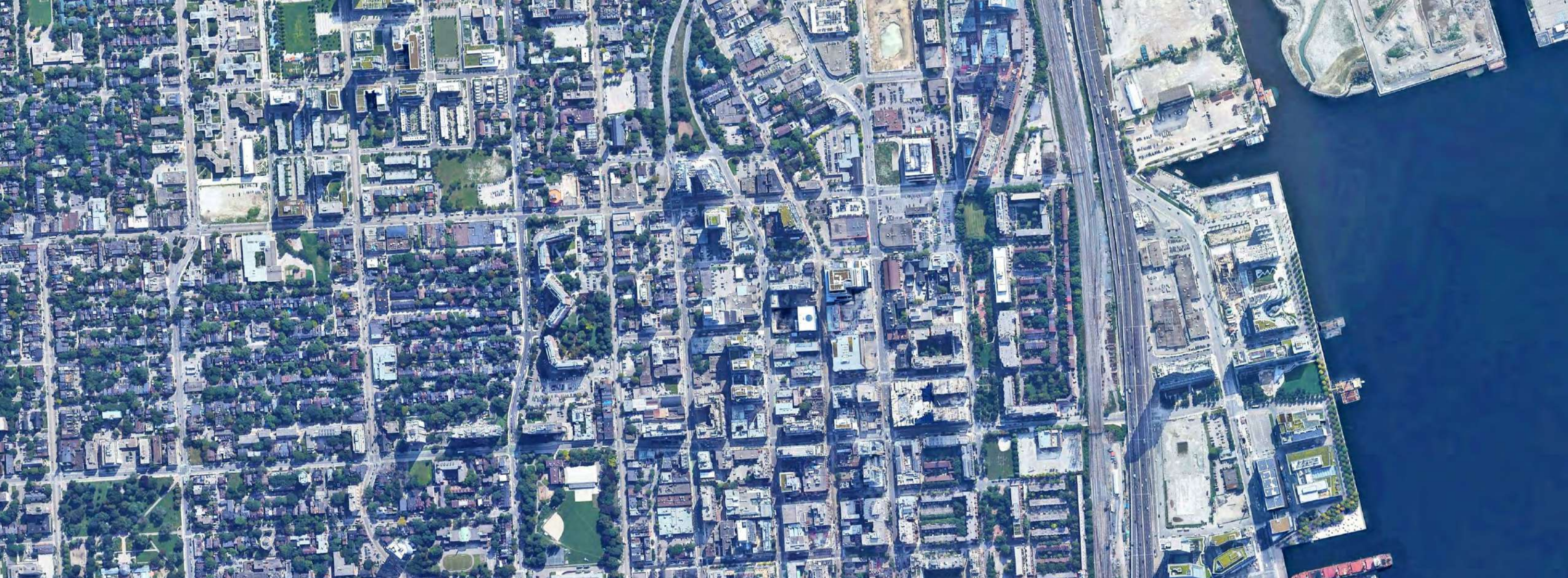
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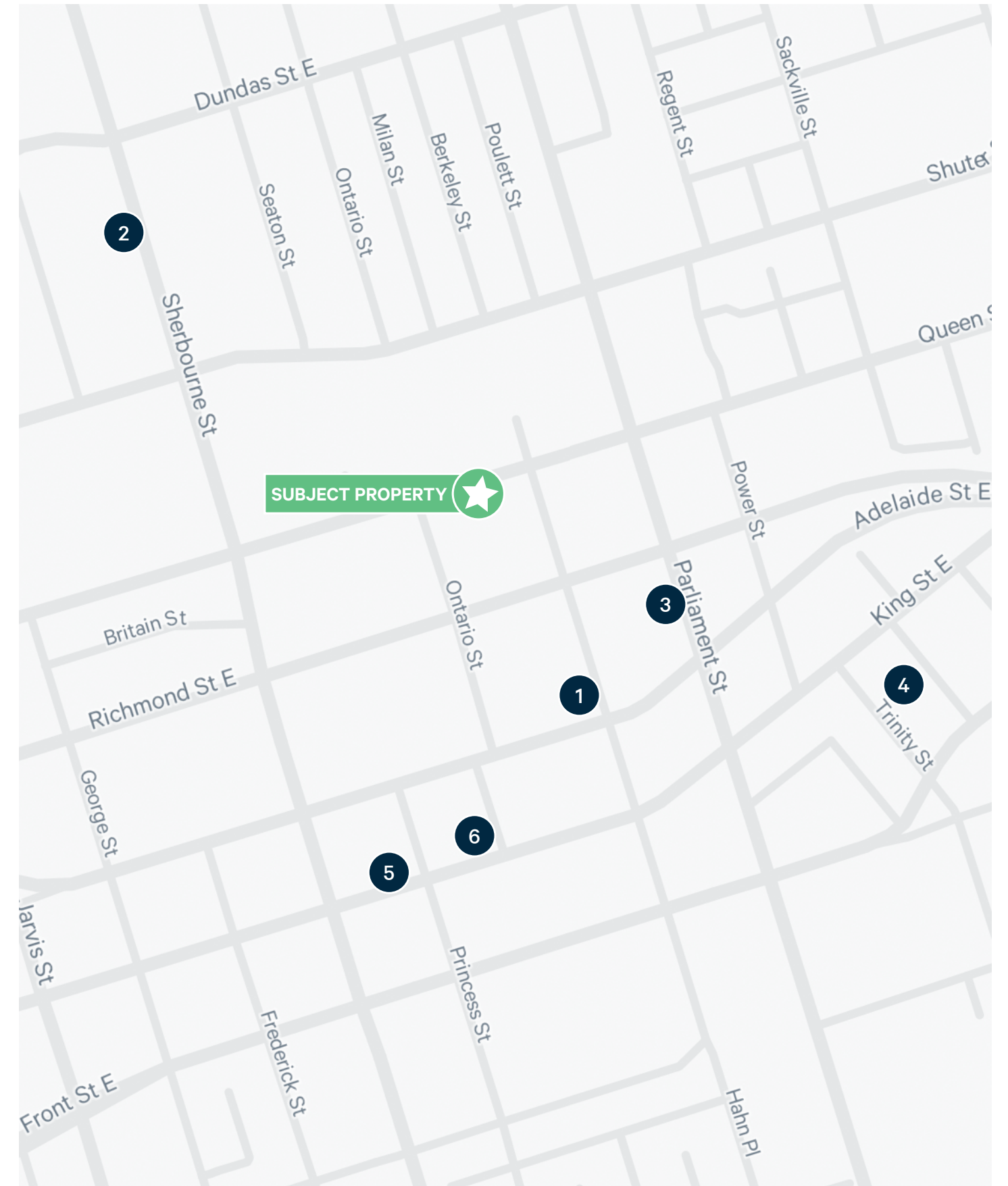
Appendix A

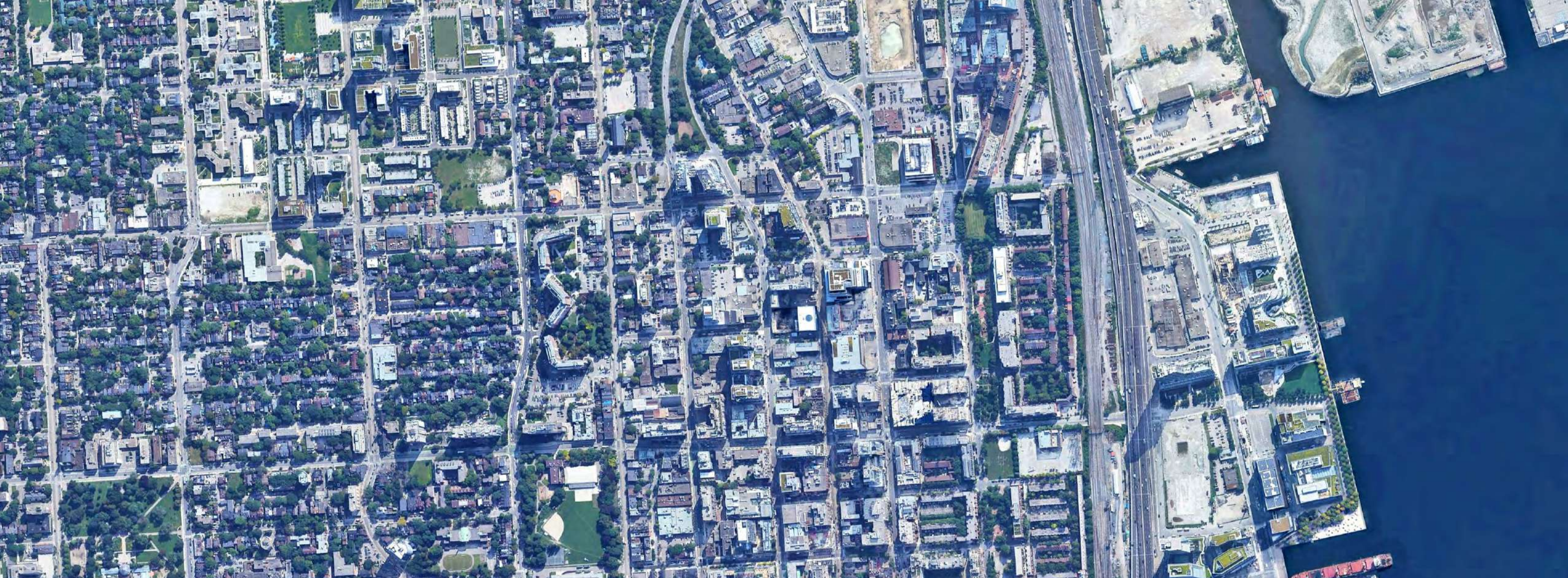
COMPARABLE LAND SALES

Comparable SALES

RESIDENTIAL DEVELOPMENT LAND SALES - 0.5KM RADIUS

No.	Address	Sale Date	Vendor	Purchaser	Purchase Price	Structure	Lot Area (ac.)	Proposed GFA	Proposed Height	\$/ sq. ft. Buildable	Status
1	78 Berkeley Street	14-Dec-21	Startspace Inc.		\$3,600,000.00	Cash 24%; VTB 76%	0.03 acres				Applications under review at time of sale for lands owned by purchaser on Adelaide St E and Ontario St. Acquisition of these properties were part of a larger assembly that the purchaser acquired in 2009.
	72-76 Berkeley Street	29-Sep-22	2567719 Ontario Limited	Dream Unlimited	\$6,450,000.00	Cash (100%)	0.09 acres	N/A	N/A	N/A	
	80-82 Berkeley Street	30-Aug-22	JGA Holdings Inc.		\$6,100,000.00	Cash (100%)	0.12 acres				
2	214-230 Sherbourne Street	22-Jun-22	Grand Imports Inc.	KingSett Capital	\$53,000,000.00	Cash (100%)	0.69 acres	443,430 sq. ft.	45 storeys	\$119.52	No application at the time of sale ; heritage houses
3	126-128 Parliament Street	10-May-22	Individual		\$5,600,000.00	Cash (100%)	0.06 acres				Application submitted September 2021
	130 Parliament Street	01-Dec-21	1812135 Ontario Inc.	Lamb Development Corp.	\$2,550,000.00	Cash (100%)	0.03 acres	212,005 sq. ft.	44 storeys	\$137.50	
	529 Richmond Street East	01-Dec-21	Individual		\$4,000,000.00	Cash (100%)	0.04 acres				
	134 Parliament Street	26-Feb-21	Individual		\$17,000,000.00	Cash 41.2%; VTB 58.8%	0.16 acres				
4	10-12A Eastern Avenue, 101 Trinity Street, 19 Pemberton Street and 449 King Street East	16-Mar-22	Devo Holdings Limited	The Pearl Group	\$23,500,000.00	Cash (100%)	0.91 acres	N/A	N/A	N/A	No application submitted
5	236-240 King Street E	29-Mar-22	1721623 Ontario Limited		\$28,176,379.66	Cash (100%)	0.24 acres				Applications submitted in October 2020 for th original properties purchased. Application was revised in 2022 to include 236-242 King Street East.
	242 King Street East	31-Jan-22	Leon's & Sons Investments Ltd.		\$7,137,500.00	Cash 96%; Other Consideration 4%	0.05 acres				
	*246 King Street East	30-Sep-20	1587814 Ontario Limited	Emblem Developments	\$3,462,500.00	Cash 21.7%; VTB 65%; Other Consideration 13.4%	0.02 acres	366,446 sq. ft.	43	\$166.38	
	244 King Street East	24-Sep-20	1557684 Ontario Limited		\$15,041,502.00	Cash 24.1%; VTB 72.9%; Other Considerations 3.1%	0.12 acres				
	248 & 250 King Street East	24-Sep-20	Trimed Investments Inc.		\$7,151,451.00	Cash 21.6%; VTB 65.5%; Other Considerations 12.9%	0.05 acres				
6	260 King Street East	01-Dec-21	Northam Realty Advisors	Fitzrovia & HOOPP	\$184,600,000.00	Cash (100%)	1.22 acres	744,118 sq. ft.	38 and 40 storeys	\$248.08	ZBLA was LPAT approved with conditions at the time of sale. The total GFA represents the proposed and existing GFA on the site as there are multiple office buildings, in which 4 are designated heritage and to be retained/ incorporated back into the development.





Appendix B

RESUMES

Mike Czestochowski

Vice Chairman, Broker, Toronto North

Mike Czestochowski is recognized as a leading specialist in the disposition of development land within the GTA and GGH. He is the founding member and Vice Chairman of CBRE's Land Services Group and began his real estate career in 1984. He is an industry leader with substantial experience in advisory and transaction services with unsurpassed market knowledge, strong client focus and commitment to integrity. Mike has been consistently ranked as one of the Top 10 Sales Professionals for CBRE's Toronto North Office since 1995. In 2020, Mike ranked first in the CBRE Toronto North Office for top sales representatives and ranked thirteenth in the GTA for CBRE.

Mike has consistently been involved with many high profile transactions, including government mandates and clients from publicly traded and Fortune 500 companies. Mike volunteers as the Chair of the Fundraising Committee and is the Director of the Foundation Board for the Markham Stouffville Hospital.



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mike.czestochowski@cbre.com

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Clients Represented

- Apple Storage
- Argo
- Argo Development Land Corporation
- Build Toronto
- Cadillac Fairview
- Canada Lands Corporation
- Canadian Tire Real Estate
- Crestpoint Acquisition Corporation
- Diamond Corp
- Dorsay Developments
- Drewlo Holdings Inc.
- Durham Catholic District School Board
- Givan Investments Inc.
- GPM Investment Management
- Granite REIT
- Greencity
- Infrastructure Ontario
- Insite Investments Inc.
- Invar Limited
- Kingsett Capital
- Mattamy
- Metrus Developments
- Northbridge Capital Acquisitions Inc.
- Riocan
- SSP Truckline Inc.
- Stronach Group
- Toronto Board of Trade
- Toronto Catholic District School Board
- Toronto District School Board
- Toronto Lands Corporation
- Tribute
- University of Toronto
- Wheel King Trans Haul Inc.
- Freed Developments
- Tridel
- Emery Investments
- Celestica
- YMCA

Significant Residential Transactions

PROPERTY	TYPE	VALUE
844 Don Mills Rd & 1150 Eglinton Ave E, Toronto	High Density Residential	\$347,801,024
20 Lloyd St, Vaughan	Low Density Residential	\$220,000,000
Toronto Buttonville Municipal Airport, Markham	Future Development	\$192,886,920
1340 Conlin Rd, Oshawa	Low Density Residential	\$165,000,000
Seaton Lands (Bundle 3), Pickering	Mixed Use	\$156,670,174
1141 Bloor St W, 980 Dufferin St & 90 Croatia St, Toronto	High Density Residential	\$151,499,700
356 Yonge St & 8 Elm St, Toronto	High Density Residential	\$150,000,000
1015-1181 Sheppard Ave E, North York	High Density Residential	\$149,692,994
Grand Park Village, Etobicoke	High Density Residential	\$129,000,000
11231 & 11131 Huntington Rd, Vaughan	Low Density Residential	\$112,000,000
10975 Woodbine Ave, Markham	Low Density Residential	\$109,314,000
175 Wynford Dr, North York	High Density Residential	\$102,000,000
1521 Nineteenth Ave, Richmond Hill	Low Density Residential	\$100,000,000
325 Burnhamthorpe Rd W, Mississauga	High Density Residential	\$90,000,000
4-6 Howard St & Sherbourne St, Toronto	High Density Residential	\$87,400,000
3450 Dufferin St, North York	Low Density Residential	\$86,500,000
19291 Leslie St, East Gwillimbury	Low Density Residential	\$81,620,000
Victoria Rd S, Guelph	Low Density Residential	\$72,210,000
Dunlap Observatory Land, Richmond Hill	Mixed Use	\$70,000,000
Mississauga Rd & Bovaird Rd W, Brampton	Low Density Residential	\$67,500,000
Leslie St & Elgin Mills Rd, Richmond Hill	Medium Density Residential	\$65,621,500
Bay St & Wellesley St, Toronto	High Density Residential	\$65,000,000
2140 Courtice Rd, Clarington	Low Density Residential	\$65,000,000
58, 60, 62, 64, 75 & 100 Howard St, Toronto	High Density Residential	\$61,000,000
574 Green Ln, East Gwillimbury	Low Density Residential	\$60,000,000
50 & 64 Merton St, Toronto	High Density Residential	\$60,000,000
10 Park Lawn Rd & 2200 Lake Shore Blvd W, Etobicoke	High Density Residential	\$56,000,000

Significant ICI Transactions

PROPERTY	TYPE	VALUE
Salem Rd Industrial Park Portfolio, Durham	18 Parcels of Industrial Land	\$80,000,000
Major Mackenzie Dr, Vaughan	Commercial/Institutional	\$59,450,000
2195 Bayly Rd, Ajax	Commercial	\$50,125,000
Woodbine By-Pass	Industrial	\$41,025,219
6560 Langstaff Rd, Vaughan	Industrial	\$25,000,000

Lauren White

Executive Vice President, Sales Representative, Toronto North

Lauren White is an Executive Vice President and a Senior Partner of CBRE Land Services Group. Lauren is responsible for strategic positioning of the group and assuring implementation of best practices. Lauren's comprehensive understanding of market conditions, land entitlement and development, and capital sources makes her a leader in land brokerage. In her time at CBRE, Lauren has represented clients in the disposition of over \$5 Billion in land transactions during her tenure.

While offering extensive knowledge of local market conditions, competitive land parcels, and the regulatory environment, she also assists her clients in forming a strategy for maximizing the value of their real estate holdings. Lauren prides herself in creating long term partnerships with clients and CBRE business partners, referring to and promoting business to both. She secures respective requirements by providing timely and accurate data regarding trends, directions in the local market, and marketing. In 2021, Lauren ranked #2 in the CBRE Toronto North Office for top sales representatives and ranked #20 in CBRE Canada.



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lauren.white@cbre.com

CBRE Limited
2005 Sheppard Ave E, Suite 800
Toronto, ON · M2J 5B4

Clients Represented

- Apple Storage
- Argo
- Argo Development Land Corporation
- Build Toronto
- Cadillac Fairview
- Canada Lands Corporation
- Canadian Tire Real Estate
- Crestpoint Acquisition Corporation
- Diamond Corp
- Dorsay Developments
- Drewlo Holdings Inc.
- Durham Catholic District School Board
- Givan Investments Inc.
- GPM Investment Management
- Granite REIT
- Greencity
- Infrastructure Ontario
- Insite Investments Inc.
- Invar Limited
- Kingsett Capital
- Mattamy
- Metrus Developments
- Northbridge Capital Acquisitions Inc.
- Riocan
- SSP Truckline Inc.
- Stronach Group
- Toronto Board of Trade
- Toronto Catholic District School Board
- Toronto District School Board
- Toronto Lands Corporation
- Tribute
- University of Toronto
- Wheel King Trans Haul Inc.
- Freed Developments
- Tridel
- Emery Investments
- Celestica
- YMCA

Significant Residential Transactions

PROPERTY	TYPE	VALUE
844 Don Mills Rd & 1150 Eglinton Ave E, Toronto	High Density Residential	\$347,801,024
20 Lloyd St, Vaughan	Low Density Residential	\$220,000,000
Toronto Buttonville Municipal Airport, Markham	Future Development	\$192,886,920
1340 Conlin Rd, Oshawa	Low Density Residential	\$165,000,000
Seaton Lands (Bundle 3), Pickering	Mixed Use	\$156,670,174
1141 Bloor St W, 980 Dufferin St & 90 Croatia St, Toronto	High Density Residential	\$151,499,700
356 Yonge St & 8 Elm St, Toronto	High Density Residential	\$150,000,000
1015-1181 Sheppard Ave E, North York	High Density Residential	\$149,692,994
Grand Park Village, Etobicoke	High Density Residential	\$129,000,000
11231 & 11131 Huntington Rd, Vaughan	Low Density Residential	\$112,000,000
10975 Woodbine Ave, Markham	Low Density Residential	\$109,314,000
175 Wynford Dr, North York	High Density Residential	\$102,000,000
1521 Nineteenth Ave, Richmond Hill	Low Density Residential	\$100,000,000
325 Burnhamthorpe Rd W, Mississauga	High Density Residential	\$90,000,000
4-6 Howard St & Sherbourne St, Toronto	High Density Residential	\$87,400,000
3450 Dufferin St, North York	Low Density Residential	\$86,500,000
19291 Leslie St, East Gwillimbury	Low Density Residential	\$81,620,000
Victoria Rd S, Guelph	Low Density Residential	\$72,210,000
Dunlap Observatory Land, Richmond Hill	Mixed Use	\$70,000,000
Mississauga Rd & Bovaird Rd W, Brampton	Low Density Residential	\$67,500,000
Leslie St & Elgin Mills Rd, Richmond Hill	Medium Density Residential	\$65,621,500
Bay St & Wellesley St, Toronto	High Density Residential	\$65,000,000
2140 Courtice Rd, Clarington	Low Density Residential	\$65,000,000
58, 60, 62, 64, 75 & 100 Howard St, Toronto	High Density Residential	\$61,000,000
574 Green Ln, East Gwillimbury	Low Density Residential	\$60,000,000
50 & 64 Merton St, Toronto	High Density Residential	\$60,000,000
10 Park Lawn Rd & 2200 Lake Shore Blvd W, Etobicoke	High Density Residential	\$56,000,000

Significant ICI Transactions

PROPERTY	TYPE	VALUE
Salem Rd Industrial Park Portfolio, Durham	18 Parcels of Industrial Land	\$80,000,000
Major Mackenzie Dr, Vaughan	Commercial/Institutional	\$59,450,000
2195 Bayly Rd, Ajax	Commercial	\$50,125,000
Woodbine By-Pass	Industrial	\$41,025,219
6560 Langstaff Rd, Vaughan	Industrial	\$25,000,000



Emelie Rowe

Sales Associate, Toronto North

Emelie Rowe is a recently licensed Sales Representative that has been working with CBRE's Land Services Group since 2017, where she began as a planning intern. A graduate of Ryerson University's Master of Urban Planning program, held the position of Planner on the team for 4 years until recently moving into a sales position. She is intimately familiar with planning policy for all municipalities and regions that have active development throughout the GGH and GTA. Her academic knowledge and on-the-ground experience working with sales representatives, municipal planning staff and developers provide a well-rounded perspective on the market as she enters the next phase of her professional career.

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Professional

AFFILIATIONS/ACCREDITATION

- Toronto Real Estate Board (TREB)
- Canadian Real Estate Association (CREA)
- Ontario Real Estate Association (OREA)
- Urban Land Institute (ULI)

Education

- Master of Urban and Regional Planning (M.Pl.), Ryerson University (2018)
- Honours Bachelor of Arts, Political Studies and Global Development, Queen's University (2014)

Significant Residential Transactions

PROPERTY	TYPE	VALUE
5618 Hazeldean Road, Ottawa	Low Density Residential	\$245,000,000
1340 Conlin Road East, Oshawa	Low Density Residential	\$165,000,000
8 Elm Street, Toronto	High Density Residential	\$150,000,000
Grand Park Village, Etobicoke	High Density Residential	\$129,000,000
11231 & 11131 Huntington Road, Vaughan	Low Density Residential	\$112,000,000
Woodbine Avenue, Markham	Low Density Residential	\$109,314,000
325 Burnhamthorpe Road West, Mississauga	High Density Residential	\$90,000,000
9810 Bathurst Street, Vaughan	High Density Residential	\$70,000,000
Mississauga Road & Bovaird Road, Brampton	Low Density Residential	\$67,500,000
2140 Courtice Road , Clarington	Low Density Residential	\$65,000,000
Commissioners Road East & Jackson Road, London	Low Density Residential	\$65,000,000
50 & 64 Merton Street, Toronto	High Density Residential	\$60,000,000
55 Brownlow Avenue, Toronto	High Density Residential	\$56,180,000
1671 Eglinton Avenue & 24-30 Mobile Drive, North York	High Density Residential	\$40,000,000
Woodbine Avenue and Russell Dawson Road, Markham	Low Density Residential	\$38,000,000
18645-18773 Yonge Street, East Gwillimbury	Low Density Residential	\$31,000,000
Donsgrove Court, Vaughan	Serviced Residential Lots	\$28,018,000
201-235 King Road, Richmond Hill	Medium Density Residential	\$20,250,000
Hurontario Street & Highwood Avenue, Caledon/ Brampton	Low Density Residential	\$20,000,000
Upper Centennial & Highland Road, Hamilton	Low Density Residential	\$15,400,000
185-215 Major Mackenzie Drive East, Richmond Hill	Low Density Residential	\$9,879,000
19851-19935 Second Concession Road, East Gwillimbury	Low Density Residential	\$9,000,000

Significant ICI Transactions

PROPERTY	TYPE	VALUE
2198 Bayly Road, Ajax	Industrial Land	\$50,125,000
8846 Tenth Line Halton Hills	Long Term	\$12,500,000
Passmore Avenue, Scarborough	Industrial Land	\$11,700,000
407 Basaltic Road, Vaughan	Industrial	\$10,600,000
273 Milani Boulevard, Vaughan	Retail Land	\$9,300,000
675 Garyray Drive, Vaughan	Industrial	\$7,450,000
43 Upton Road, Scarborough	Indsitrual Land	\$7,380,000
131 Saramia Crescent, Vaughan	Industrial	\$5,750,000
100 Sheppard Avenue West, North York	Office	\$5,600,000
Bathurst Street & Queen Filomena, Richmond Hill	Retail Land	\$4,070,000
4431 Stouffville Road, Whitchurch-Stouffville	Long Term	\$2,680,000



Evan Stewart

Sales Representative, Toronto North

Beginning his career with CBRE's Land Services Group as an intern, Evan has always had a strong interest in real estate and the governing policies related to real estate development. After graduating with honours from University of Guelph's Real Estate and Housing Co-op Program, Evan returned to CBRE's Land Services Group to his current role as a Sales Representative. Evan strives to find maximum value for his client's properties through highest and best use analysis, planning policies and up to date market trends. Evan has worked on behalf of private developers, large public institutions and private families and has experience with asset classes ranging from residential, retail and employment land.

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Professional

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- Canadian Real Estate Association (CREA)
- Ontario Real Estate Association (OREA)
- Urban Land Institute (ULI)

Education

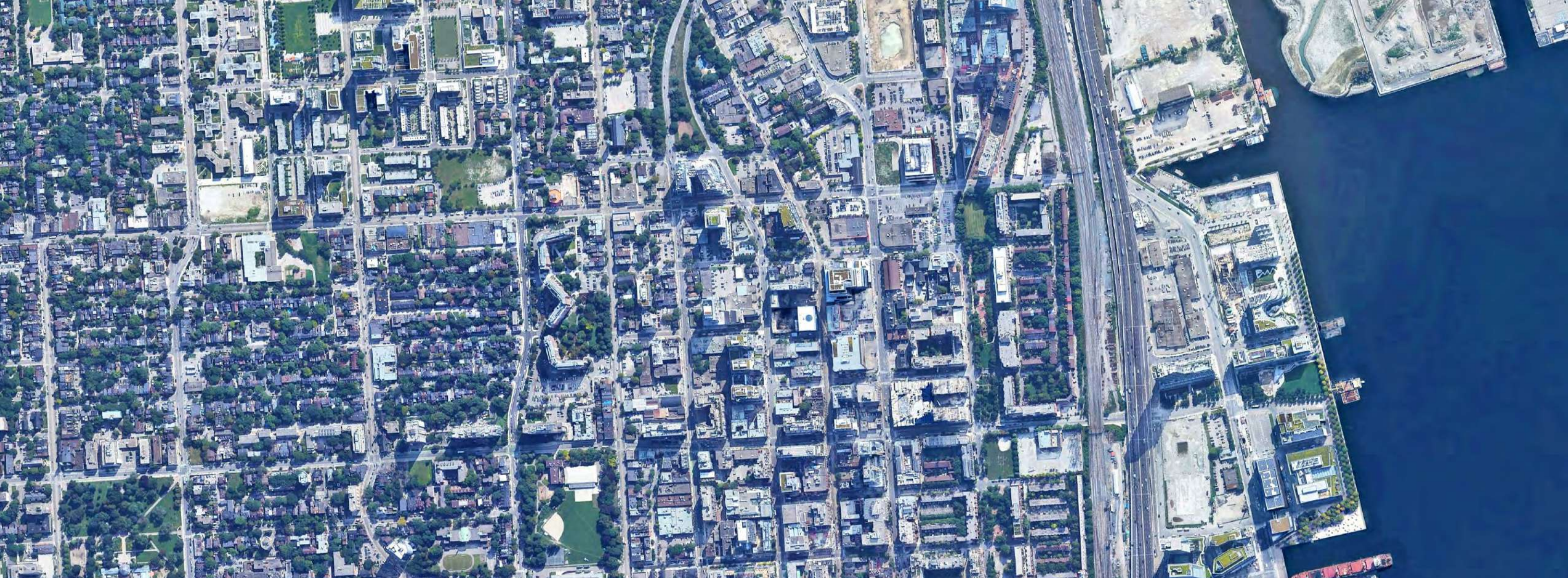
- Honours Bachelor of Commerce, Housing and Real Estate Management Co-op, University of Guelph

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131 Saramia Crescent, Vaughan	Industrial	\$5,750,000
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4431 Stouffville Road, Whitchurch-Stouffville	Long Term	\$2,680,000



Appendix C

SAMPLE MARKETING

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GROUP

TRANSPORTATION INFRASTRUCTURE

CONTINUED FROM PAGE 3

as development happens, and the city will be able to put this plan into place, and that could be 10 to 20 years from now," Anderson told *NRU*. "There is a proposal for a two-building, eight-storey development from Altree Developments at 1625 Military Trail, and when that's been developed, it will probably require the signals to go in at Military Trail and Highway 2A."

Anderson added that the removal of the Highland Creek Overpass will open up property

that can be redeveloped in the future. The staff report received by city council on May 5 notes that the removal of the Highland Creek Overpass and the adjacent ramps will release "significant amounts of surplus lands for development" and will support reinvestment in the community.

Presta said the primary concern from the community and local businesses has pertained to the proposed conversion of angled and

perpendicular parking into parallel parking at Old Kingston Road and Morrish Road. This has been proposed to accommodate additional space for streetscape enhancements and to improve the pedestrian experience in the area. Presta said a parking strategy was developed to address these concerns, and Anderson said changes to on-street parking configurations will likely only occur as the properties at the Old Kingston Road and Morrish intersection are redeveloped.

McKelvie said the planned transportation infrastructure improvements are a big change for a community that mainly consists of single-family homes, and she hopes that developers

investing in the area will respect the zoning established with the community through the Highland Creek Village Area Study.

"Going forward, we're hopeful that all new developments will meet with the existing zoning in the Highland Creek Village Area Study—there was significant community engagement in that plan," McKelvie told *NRU*. "I'm hopeful that all new development proposals will meet that vision that was established over many years of consultation with community."



OFFERS DUE: WEDNESDAY, MAY 19, 2021 BY 4:00 PM (EST)

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*Sales Representative **Broker / All offices are equal-opportunity CBRE Limited, Real Estate Brokerage 2021 - Land Services Group - LSG@CBRE.COM www.cbre.ca/mckg

Fifty & Sixty Four Merton Street

LANDMARK DEVELOPMENT OPPORTUNITY

CBRE's Land Services Group, on behalf of the City of Toronto, is pleased to offer for sale 50 & 64 Merton Street in Midtown Toronto. Situated on over 0.6 acres with 150 ft. of frontage along Merton Street, within one of the most coveted neighbourhoods in the City, the property provides a significant opportunity for high density, mixed-use development. Currently improved with two low-rise office buildings, the property is currently underutilized based on density and built form, and as such presents a prime opportunity for redevelopment. The site is located within the Merton Street Character Area, which allows heights up to 40 stories, with the greatest heights closest to Yonge Street.

The properties are being offered for sale together not individually, and a 2 year leaseback will be required for both.

[VIEW BROCHURE & CA](#)

OPT IN Keep up-to-date on all our land availability.



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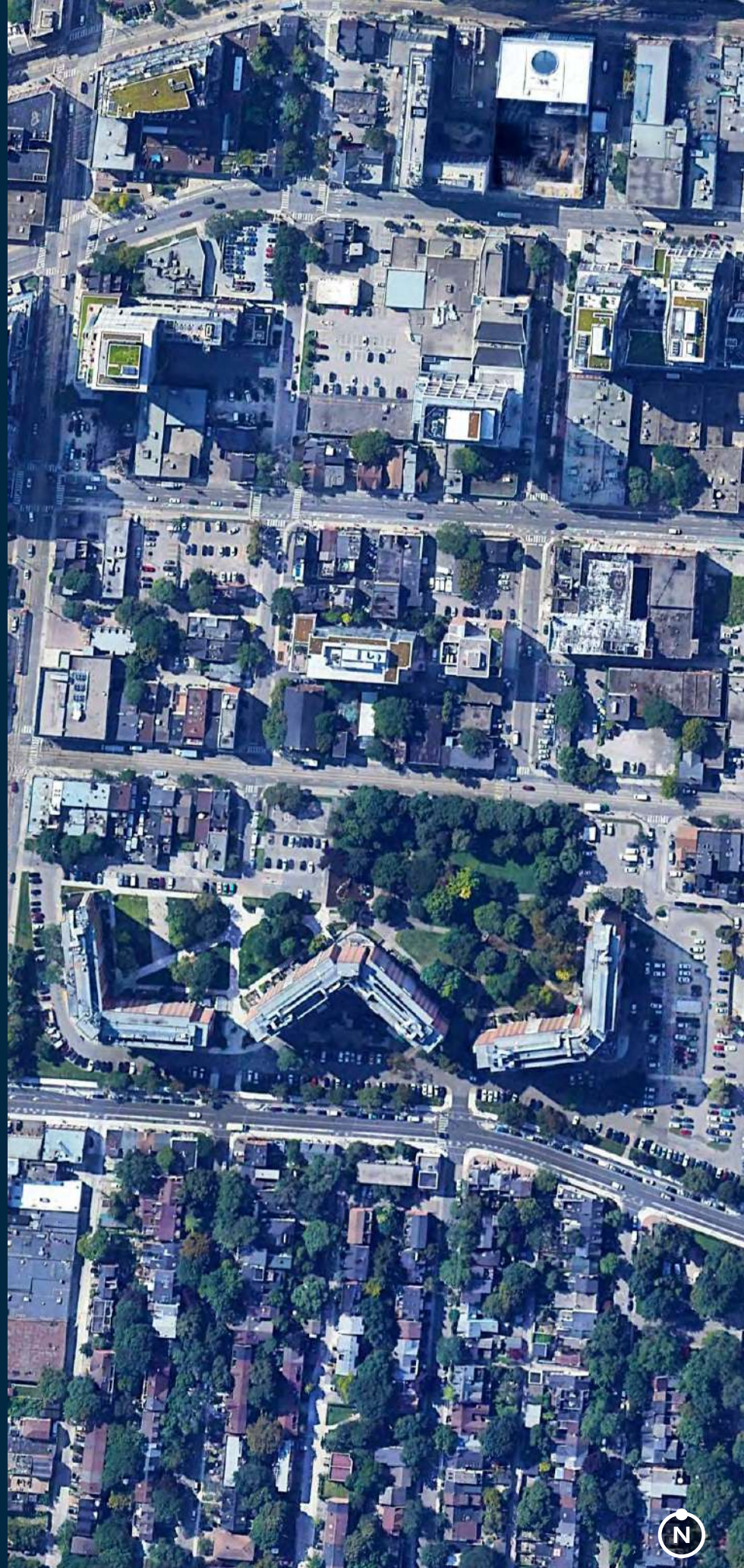
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***Sales Representative **Broker.**

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Colliers 301-311 Queen St E - Proposal for Real Estate Services



301-311 Queen Street East

Toronto, ON

September 7, 2023

Proposal for Real Estate Services

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Tim Bristow

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Randy Gladman

Managing Director, Strategy and
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Colliers

Accelerating success.

Executive Summary

September 7, 2023

It is our understanding that MNP is responsible for the disposition of 301, 305 & 311 ("301-311") Queen Street East (the "Subject Site") under a Receivership Sale Order. The real estate asset is currently an event space in the final stages of development approval and the intent is to dispose of the Subject Site to a credible buyer while maximizing value and mitigating risk. Contained herein is a thorough understanding of the merits of the Subject Site including positioning in the market, dual strategy options and valuations, and suggested business terms.

As you know Colliers has been engaged with the previous owner of the site for more than 3 years. Through this engagement, we have spoken with over 160 qualified buyers resulting in 17 written replies in the form of Purchase & Sale Agreements or formal expressions of interest in acquisition. We are uniquely qualified to sell this property due to the significant amount of effort invested over the last three years and the collaboration we have had with the development project consultants associated with the file.

Based on our analysis and discussions we see two potential paths forward, the first option being selling the Subject Site as a sole offering ("Option 1"), and the second and recommended approach being marketing it as a joint offering with the adjacent 317 Queen Street East ("Option 2"). In regard to Option 1, this is still a lucrative option as the vast majority of the development is contained within the Subject Site. However, we believe potential buyers would prefer Option 2, in which it would be sold in conjunction with the adjacent 317 Queen Street East as this option will provide them with more control and opportunities. With Option 1, buyers of your property would put themselves in a position to negotiate development rights associated with the Ontario Land Tribunal (OLT) order directly with Spergel and/or the future purchaser. However if the properties enter the market as a joint offering, it would result in a more attractive acquisition for developers when considering construction efficiencies, air rights, easements, potential for expanded building amenities, etc., given the additional value attributable to the density that cantilevers over the 317 Queen Street East, and given that existing approval rights rely on the 317 Queen Street East's involvement. We have determined the valuations for both options which contemplate a near term sale based on current market conditions are as follows:

- **Existing Development Potential Value-** [REDACTED] Value based on the current development value detailed on page 19, without Option 2.
- **Joint Offering Development Value-** [REDACTED]. This is the proportional value estimation is sold as a joint offering with 317 Queen Street East, subject to negotiations with Spergel for a percentage of overall development value detailed on page 19. Further discussions to be had with Spergel to articulate value. This does also not contemplate marketing the site with higher density potential which is recommended and will result in much higher value - shown on page 19.

In our opinion based upon the location and of the Subject Site, further density should be explored via a 3rd party planning firm prior to any marketing. Since the approval of the Subject Site higher height precedent has been established in the node well beyond the secondary plan and in particular for 42 Richmond Street East which was recently approved at 43 storeys (height allowed under secondary plan was 30 storeys). Given current market conditions additional height will result in significantly more value as shown on page 19. Furthermore, it should be exposed to the open market by a highly qualified team specializing in mixed-use high density redevelopment real estate and specifically a team with extensive knowledge of the Subject Site through our previous engagement over the past 24-36 months and other recent engagements in the immediate area, most notably 452 Richmond Street East. Colliers will re-engage with all previous bidders and canvass the market more widely given the recent change in status of the property.

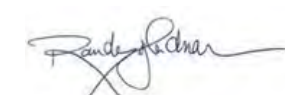
We are eager to work with you.



Steve Keyzer
Executive Vice President



Tim Bristow
Senior Vice President



Randy Gladman
Managing Director, Strategy and Consulting Group

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The Team

Consider us an extension of your team

Team Leads



Steve Keyzer*

Executive Vice President

Tim Bristow*

Senior Vice President

Randy Gladman

Managing Director, Strategy & Consulting

Team Support



Stephanie Plos*

Brokerage Projects Specialist

Ashira Saluja

Brokerage Projects Specialist

Corporate Support



Brian Rosen

Chief Executive Officer

Leadership



Dan Holmes

President, Brokerage Services



Robert Frost

Senior Managing Director, Investments

Analysis / Research



Roni Pachenko

Manager, Financial Analysis Team



Russell Wills

Senior Research Analyst

Marketing



Men Lee

Associate Director, Marketing Studio

Team Leads Professional Summary



Steve Keyzer

Executive Vice President

Steve is a key leader within the multifamily, redevelopment, and intensification vertical in the GTA. He acts on behalf of an ever-increasing number of private, corporate, institutional, and governmental urban real estate/landowners, as well as insolvency, bankruptcy, and restructuring firms to maximize the value of their properties. He brings certainty with a focused and diligent approach to process while establishing highest & best use for a given asset. He is able to guide property owners through the value maximization and/or redevelopment process to align value expectations for sale as well as Joint Venture projects.

Steve has extensive experience with high density transit-oriented development sites having transacted on numerous projects that are adjacent to or integrate transit.



Tim Bristow

Senior Vice President

Tim is regarded as a creative thinker and incredible real estate strategist. He leverages and matches his multidisciplinary experience with carefully selected specialists at Colliers to deliver unique and sound advice with optimal results. With over three decades of experience having represented the interests of Fortune 500 clients, landlords, and international investors in the Greater Toronto Area, as well as extensive experience acting on behalf of court appointed receivers and trustee's

Tim has completed over 2,600 transactions in his career at Colliers. He is a proven rainmaker and has earned a multitude of company and industry distinctions, including 4 NAIOP Rex Awards for outstanding achievement in multiple categories including Investment sales, office development and leasing



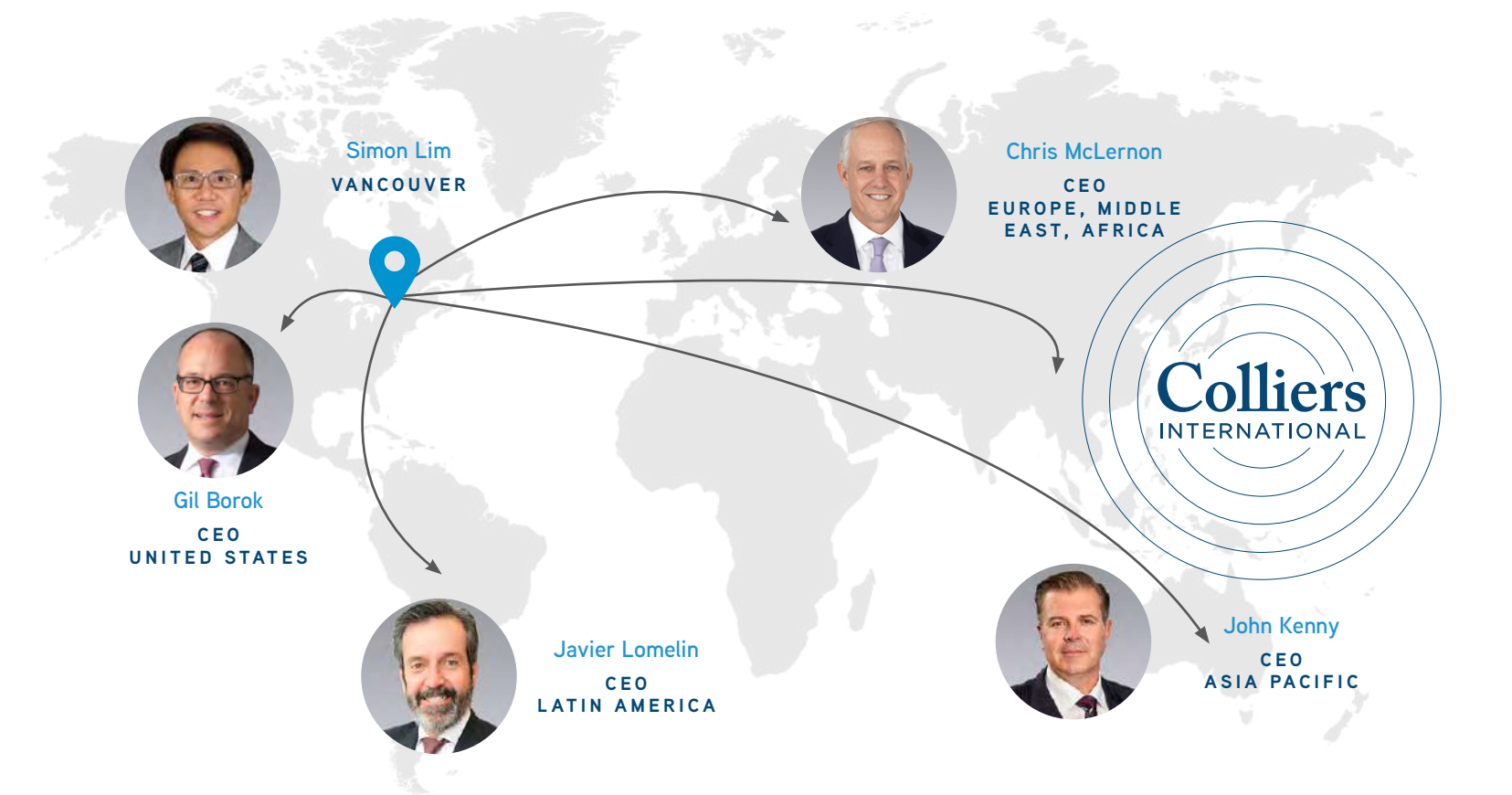
Randy Gladman

Managing Director, Strategy and Consulting Group

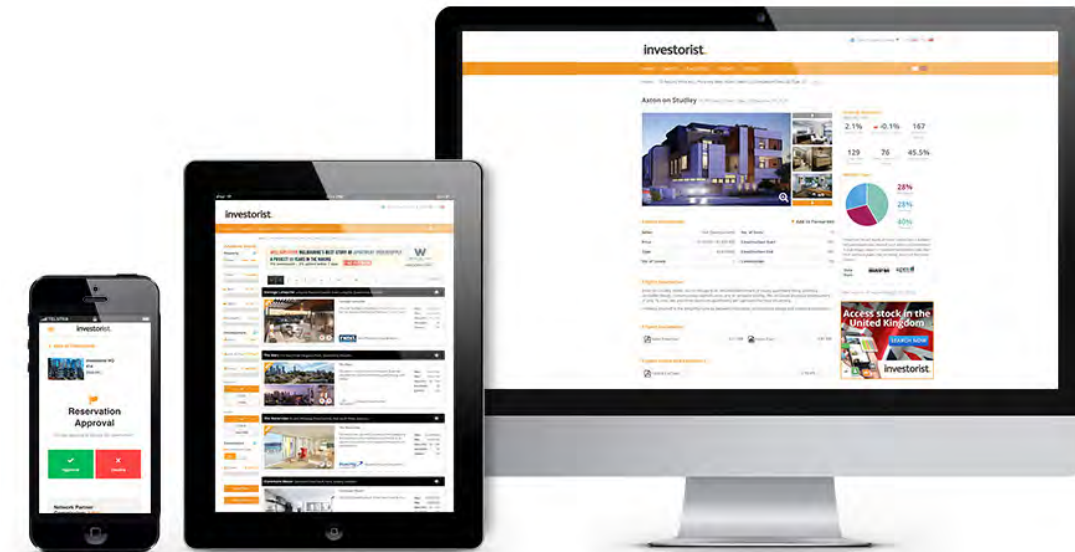
Randy Gladman has more than 17 years of experience in commercial real estate development, leading projects from initial acquisition through the design, approval, site servicing, construction, and disposition processes. In every project he undertakes, Randy focuses on ensuring project objectives are met in conformity with the client's strategic goals, thereby building a successful client relationship throughout the project lifecycle. Throughout his career, Randy has assembled and managed development design and approval teams made up of external consultants including civil engineers, planners, architects, surveyors, and lawyers. He is skilled in pursuing required entitlements, including official plan amendments, rezoning, site plan approvals, minor variances, and building permits, to ensure projects proceed to construction. Additionally, Randy has earned a reputation in the industry for fostering strong relationships with municipal staff, community stakeholders, and politicians to expedite project approvals.

Colliers, Global Reach

Direct access to foreign Investor / Developer Groups



1. Direct marketing to key Local, National, and International Colliers hubs.
2. Leverage PropTech Specializing in Foreign Investors



3. Tap Into Colliers' Global Capital Markets





Recent Team Receivership Dispositions

Under Contract



10747 Bayview Ave, Richmond Hill

- > 9.21 acres
- > 388,000 SF+ potential GFA
- > Approved Low Rise Development



Sold



Adelaide & Charlotte, Toronto

- > 0.32 acres
- > 328,000 SF potential GFA
- > 48 & 6-Storeys
- > Sale Price: \$90,000,000



Sold



Carriage Ridge & Hills Resort

- > 27.83 acres
- > 11 residential buildings
- > 491 Suites
- > Sale Price: \$60,000,000



Under Contract



452 Richmond St E, Toronto

- > 0.9 acres
- > 312,000 SF potential GFA
- > Mixed-Use Development

Sold



31 Finch Ave E, North York

- > 0.55 acres
- > 259,000 SF potential GFA
- > Mixed-Use Development
- > Sale Price: \$39,630,683

Sold



332-340 Queen Street E, Toronto

- > 1.44 acres
- > Portfolio of 8 properties
- > Office - Future High Density Potential
- > Sale Price: \$39,550,000

Sold

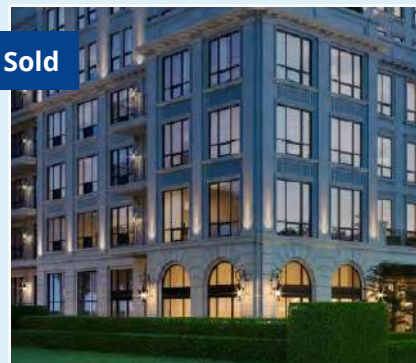


110-116 Avenue Rd, Toronto

- > 0.35 acres
- > 55,000 SF potential GFA
- > Mixed-Use Development
- > Sale Price: \$16,100,000

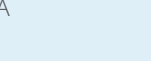


Sold



160-178, 186 Main St, Unionville

- > 1.37 acres
- > 36,000 SF potential GFA
- > Mixed-Use Heritage
- > Sale Price: \$14,100,000

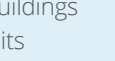


Sold



263 & 265 Dixon Road, Toronto

- > 10.12 acres
- > Two 15-storey apartment buildings containing a total of 352 units
- > Sale Price: \$141,000,000



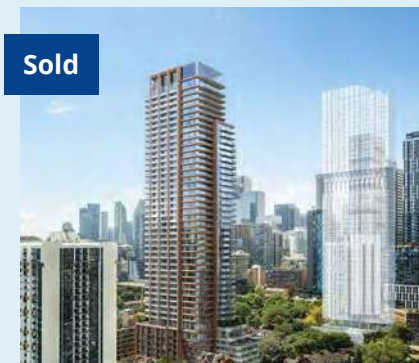
Sold



33-37 Maitland St, Toronto

- > 0.35 acres
- > 258,000 SF potential GFA
- > Apartment Neighbourhoods
- > Sale Price: \$35,000,000

Sold



214-230 Sherbourne St, Toronto

- > 0.69 acres
- > 269,000 SF potential GFA
- > 30-Storey High Rise Development
- > Sale Price: \$53,000,000

Sold



Eastern & Gilead, Toronto

- > 0.9 acres
- > 120,000 SF potential GFA
- > Mixed-Use Development
- > Sale Price: \$27,000,000



Property Overview

Civic Address 301-311 Queen Street East, Toronto

Legal Description

301 Queen Street E
PT LT 42 PL 7A TORONTO AS IN CA424766, S/T INTEREST IN CA424766 TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910 CITY OF TORONTO

305-311 Queen Street E
PT LT 41-42 PL 7A TORONTO AS IN CT118457 TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910 CITY OF TORONTO

Location Fronting on Queen Street East, west of Parliament Street

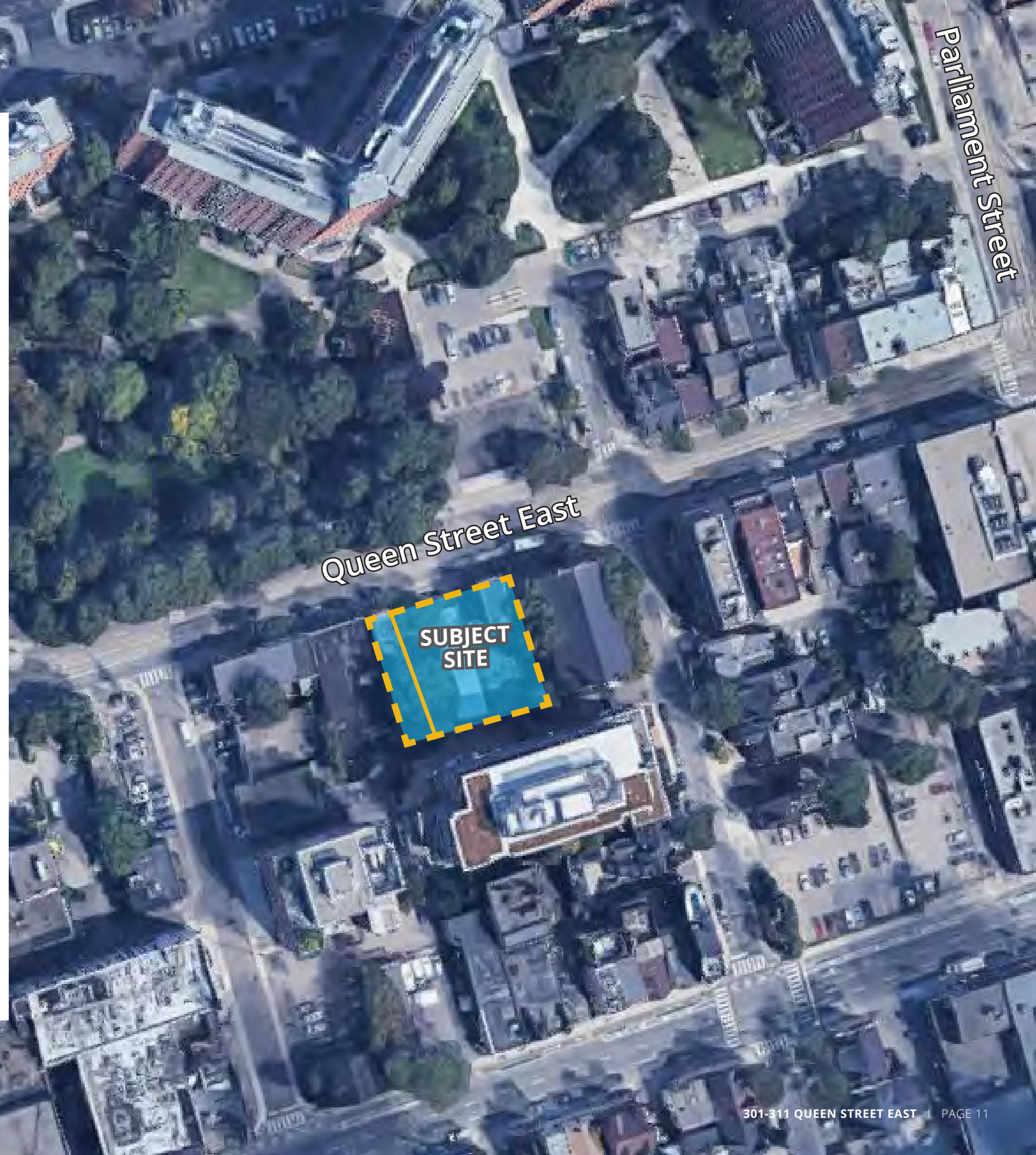
Site Area 11,152 SF

Current Status Event Space

Zoning Zoning By-Law Amendment approved

Official Plan Regeneration Areas

Secondary Plan King-Parliament & Downtown Plan



Parliament Street

Queen Street East

SUBJECT SITE

Runnymede Rd



Proposed Development Overview

Proposed Development

The proposed development is a 19 storey condominium with a 4 storey podium, fronting on Queen Street East. The main and second floor are set to be office and retail suites. The project is set to have 144 residential units, with a suite mix of 1 bedroom units (66), 1 bedroom + den units (21), 2 bedroom units (17), 2 bedroom + den units (20) and 3 bedroom units (20). This development also includes a 3 level underground car and bicycle parking lot.

The current zoning of the properties support a development of this size. The Floor Space Index (FSI) is 6.32, and 6.75 with 317 Queen Street E inclusion in the development. There will be a total GFA of 121,208 SF, with 10,072 SF being attributed to office and retail use, and the remaining is residential use.

The OLT approved concept contemplates the underground parking garage encroaching onto the 317 Queen Street E. Furthermore, floors 8-19 are shown to cantilever over 317 Queen Street E.



Project Statistics

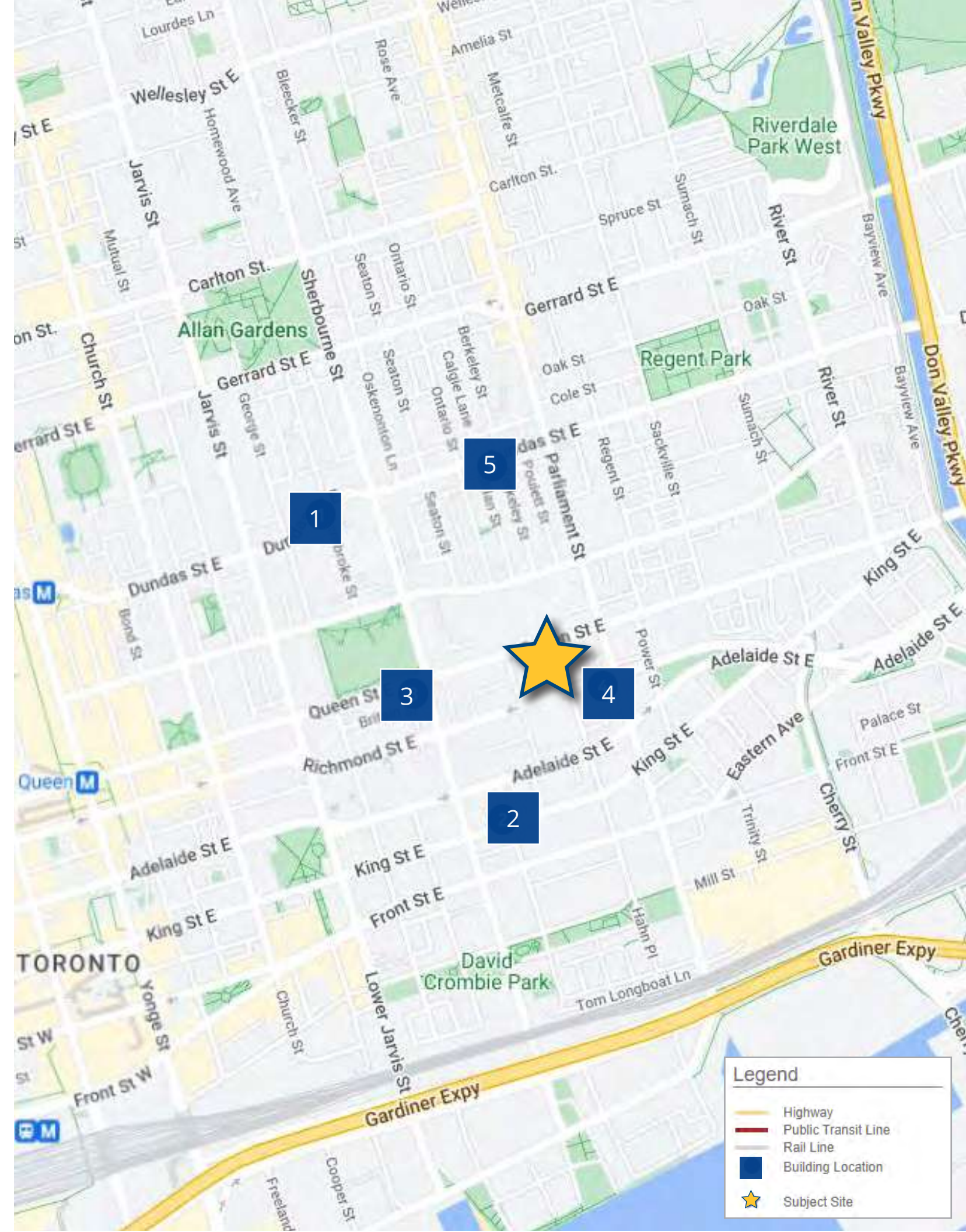
Building Height	19 storeys (82.35)
Total GFA (SF)	121,208
Site Area (SF)	11,152
FSI	6.32
No. of Units	144



Market Overview

Recent land sale comps within the vicinity

	Address / Buyer	Sale Date	Sale Price	Size (Acres)	Proposed GFA (SF)	FSI	Price Per SF Buildable
1	239 - 247, 255 Dundas Street East & 48 -50 Pembroke Street / Metropia	Feb - May 2022	\$25,107,721	0.315	447,359	32.6	\$56.00
2	236 - 250 King Street East / Emblem Developments	Sept 2021- Mar 2022	\$60,969,332	0.484	366,457	17.4	\$166.00
3	120, 134, 221 Sherbourne Street, & 225 Queen Street East / Dash Developments	Jul 2021	\$23,959,000	0.362	249,066	15.8	\$96.00
5	130-134 Parliament Street & 529 Richmond St E / Lamb Development	Feb 2021	\$19,150,000	0.293	TBD	TBD	TBD
6	401 Dundas Street East / Plazacorp	Aug 2020	\$8,000,000	0.320	73,044	5.2	\$110.00
Average:							\$107.00



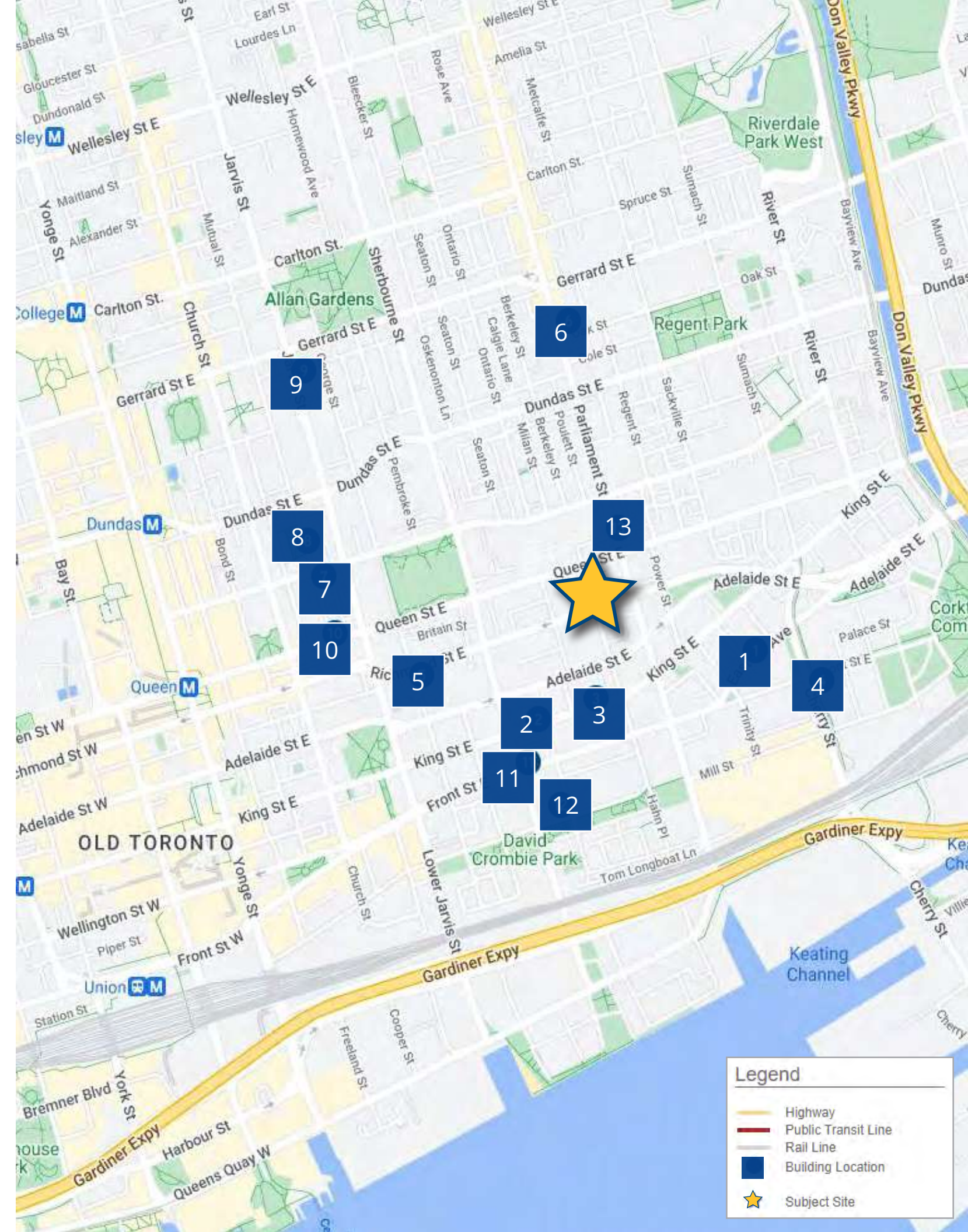
Legend

- Highway
- Public Transit Line
- Rail Line
- 1 Building Location
- ★ Subject Site

Development Overview

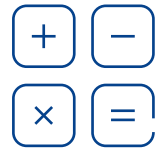
Residential condominium project revenue comps within the vicinity

	Address / Developer	Launch Date	Status	Storeys	Units	% Sold	Sold Price (PSF)
1	28 Eastern Ave / Alterra Developments	Jul 2020	U/C	12	379	100%	\$1,225
2	234-250 King St E, 162 Princess St / Emblem Developments	May 2023	Pre	43	509	19%	\$1,700
3	284 King St E / Lamb Development Corp	Mar 2021	U/C	32	219	96%	\$1,360
4	409 Front St E / Dream Unlimited, Kilmer Groups	Mar 2021	U/C	13	206	92%	\$1,263
5	121 George St / Alterra Developments, DiamondCorp	Apr 2022	U/C	40	516	94%	\$1,626
6	365 Parliament St / Daniels Corporation	Apr 2023	U/C	25	337	28%	\$1,355
7	81 Shuter St / The Sher Corporation / Hyde Park Homes	Jun 2018	U/C	32	234	97%	\$1,040
8	69 Mutual St / Dream Unlimited	Jan 2017	U/C	32	256	90%	\$778
9	319-323 Jarvis St / CentreCourt Developments	Apr 2021	U/C	46	595	100%	\$1,455
10	90 Queen St E / Parallax Corporation, Harlo Capital	Aug 2021	U/C	34	369	97%	\$1,403
11	176-178 Front St E, 33 Sherbourne St / Menkes, Core Development Group	Oct 2021	U/C	38	484	84%	\$1,489
12	60 Princess St & 135 Lower Sherbourne St / Pemberton Group	Feb 2017	U/C	29	961	100%	\$722
13	187 Parliament St / The Sher Corporation, Downing Street Group	Jun 2020	U/C	11	29	90%	\$1,108
						Average:	\$1,185



Legend

- Highway
- Public Transit Line
- Rail Line
- Building Location
- Subject Site



Project Valuation

In estimating the market value of the Property, Colliers used our recent experience in marketing mixed-use assets of similar scale as well as our industry-leading experience in selling medium to high density in the Greater Toronto Area.

Sale Price

Our recommendation is to go to the market unpriced with a deadline to submit offers.

What is a Reasonable Value Range?

- > Accurate value expectations are critical to a successful transaction
- > Value is determined by a combination of density and market pricing per buildable square foot
- > Educated valuations will typically congregate within a fairly tight range
- > Uneducated or "extreme" valuations (high or low) are often referred to as outliers and commonly caused by two factors:
 - Lack of effort to understand the asset prior to submitting an offer
 - Lack of intellect
- > The probability of transaction success with an uneducated or extreme value is low
- > Outliers will typically gravitate towards the mean
- > It is essential to manage expectations and mitigate risk through the entire process



Profit Analysis

Profit (Unlevered)	20%	25%
Price Per Buildable SF	\$150	\$125
GFA (SF)	130,000 (+/-)	130,000 (+/-)
Land Value	[REDACTED]	[REDACTED]
Attributable 317 Queen Street E Above Grade GFA (SF)	[REDACTED]	[REDACTED]
Proportional 317 Queen St E Value (% of Total Value)	[REDACTED]	[REDACTED]
Owing Amount to 317 Queen Street E	[REDACTED]	[REDACTED]
Residual Land Value	[REDACTED]	[REDACTED]
317 Queen St E As-Is Value	[REDACTED]	[REDACTED]
Joint Offering Value (No Owing Amount)	[REDACTED]	[REDACTED]
Amount Attributable to Subject Site	[REDACTED]	[REDACTED]

Additional Density Potential

Additional Floors	GFA	Value	
		20%	25%
5 Floors	[REDACTED]	[REDACTED]	[REDACTED]
10 Floors	[REDACTED]	[REDACTED]	[REDACTED]
15 Floors	[REDACTED]	[REDACTED]	[REDACTED]

NOTE: Colliers recommends hiring a third party planner to confirm additional density potential. Estimated cost is \$8,000-\$10,000

Conclusion

The above noted analysis is a simplified breakdown of a complex development pro-forma that is accepted by the most intellectual of developers and land investors throughout the Greater Toronto Area and Canada. Based on the above analysis which contemplates a near term sale and by aggressively pushing absorption and financial assumptions we believe a defensible value approximately **[REDACTED]**, after taking into consideration the portion that will be owed to 317 Queen Street E. If the Subject Site is sold jointly with 317 Queen Street E, we believe the Subject Site's value range will be **[REDACTED]**. Both value ranges are subject to significant change, dependent on planning reports that examine additional density potential, as recommended.




Target Market

Utilizing our combined 50 years of team experience and Colliers CRM database, we curate a unique list of qualified and probable buyer prospects that best align with the offering's attributes.


Upon completion of the target market list, they are further segmented based on their respective awareness and interest levels as the marketing plan progresses.

Our extensive targeted list consists of the best qualified companies or individuals from each of the buyer groups listed below.


Colliers CRM+



450+
Advisors contributing market data daily



+175K
Buyers in Canada tracked



35
Dedicated data associates reviewing data daily

Local developers and buyers

- Existing relationships with City of Toronto staff and 3rd party
- Proven Greater Toronto Area (GTA) reputation and success

Investors, local and off-shore

- Meaningful capital capabilities
- Ability to pair capital with local execution partners/entities

Institutional

- Competitive cost of capital
- Domestic and international experience and reach



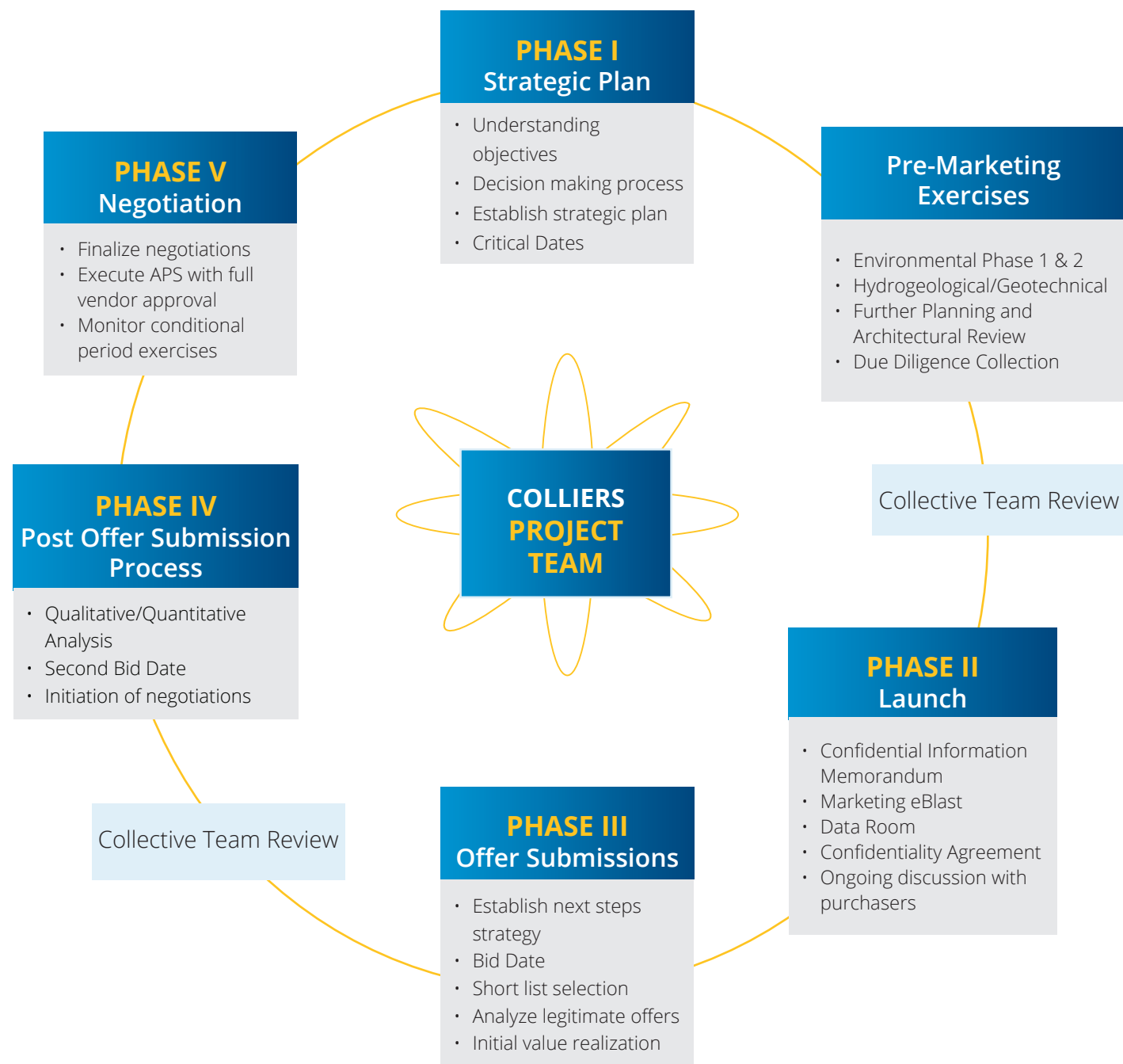
Potential Developer Buyers - Sample List





Strategy Approach

Offering Process



Tender Bid Process & Timing

Colliers provides a full service advisory team to guide you throughout the transaction process. Our methodology focuses on credibility, confidentiality and transparency. An organized and efficient approach to multiple offers through an unpriced offering and specified bid date ensures that the value of the Subject Site is maximized.

PRE-MARKETING PERIOD

- Formulate initial development scheme showing the possible redevelopment options
- Identify easements and/or site specific development restrictions
- Create ideal transaction structure to favour owner
- Environmental assessment(s) and remediation
- Recommendations for the preparation of the asset and lands for marketing
- Crafting of disposition strategy
- Finalize public relations and marketing strategies
- Create owner approved documentation
- Customize data room information on secure electronic platform for due diligence items

BID PERIOD

Round One Bid Date

- Collect all bids on either custom owner approved standardized documentation. All bids to be summarized in bid matrix for the ease of review and understanding
- Select short list of proponents based on ability to deliver on the project
- Create a final bid resubmission environment to allow short listed proponents the opportunity to improve their offer(s)

Round Two Bid Date

- Select proponent
- Finalize transaction

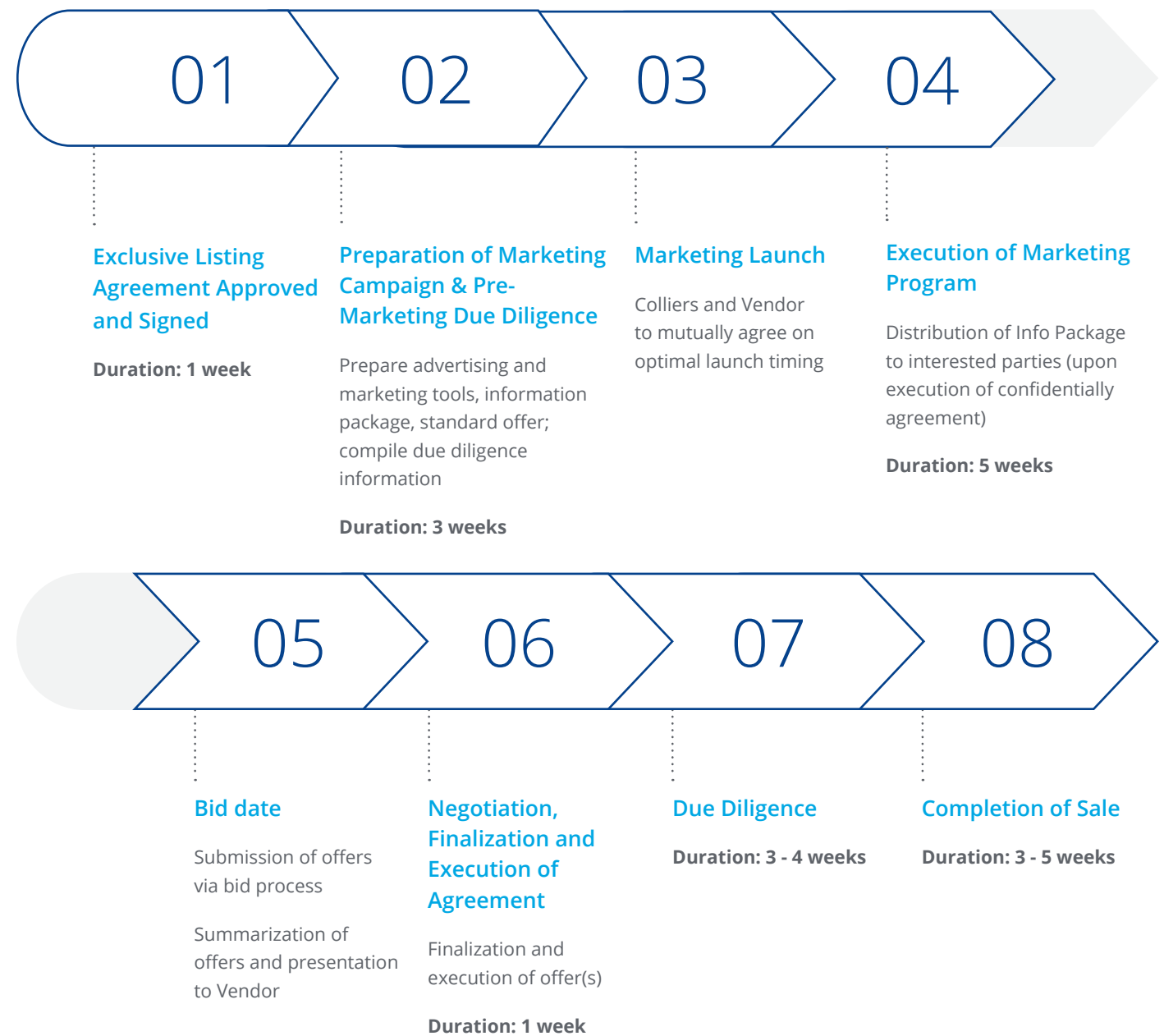
MARKETING PERIOD

- A transparent tender/bid process including the following:
 - Marketing period followed by a defined bid date
 - Confidential tender bid process with contact directly to development and investment community
 - Educate purchaser to level the playing field
 - Maximized leverage to obtain favourable terms
- Target ideal purchaser to:
 - > Maximize value
 - > Ensure transaction certainty
 - > Mitigate risk and false starts

Transaction Timeline

A straightforward process

Total value maximization timeline
16 -19 weeks



Business Terms

Accountability & Reporting

- Progress of the disposition activity;
- Response levels to marketing;
- Level of interest expressed by prospective purchasers within the target market;
- Companies contacted in target market and their accompanying feedback;
- Incoming inquiries, who and where they are coming from and how they are hearing about the opportunity; and
- Profile of the businesses that express serious interest.

Initial Listing Term

6 Months

Success Fee

[REDACTED]

Cooperation

Colliers will fully co-operate with any other registered real estate brokerage and offer a co-operating fee of [REDACTED] if an MLS listing is required by the receiver. For clarity the [REDACTED] is in addition to the Success Fee.

Expenses

Colliers will pay for the cost of design, implementation and distribution for all conventional marketing costs. Upon award of contract, Colliers will discuss additional proposed marketing initiatives and tactics with the Vendor.



Marketing Strategy

Our property marketing capability is second to none in our industry.



When you market your property with Colliers, we ensure it gets exposure via every possible medium – from print, to web, to mobile. We take your listing to where your targets are – so they get the information they need and you get the response you want.

Property Marketing Fundamentals



Collaborative Process



Professional Photography



Listing on ColliersCanada.com



Cold Calling



Local Broker Outreach



Direct Presentations



Project Tours



Property Brochure



Email Blasts

The #1 ranked CRE website in Canada with ~250,000 visitors per quarter and 30,000+ property searches per month



Strategic Marketing Tactics



Print Advertising

Advertising in trade and national publications



Direct Marketing

A direct mail campaign in your own backyard targeting owner/occupiers in the vicinity



Advertising in Asia

Coordinate with a third-party media agency who specializes in promoting real estate projects to Asian audience



Website Advertising

ColliersCanada.com is the #1 ranked CRE website in Canada receiving ~250,000 visitors per quarter and 30,000+ property searches per month



Display Advertising

Online banner ads that capture your target audience's attention and drive interest to the listing page



Custom Website

A custom branded website reinforces the brand and identity of the Project



Google Advertising

A digital awareness campaign about the building or property



Social Media Advertising

LinkedIn, Facebook, WeChat and Instagram campaigns generate interest and awareness

Marketing Tactics

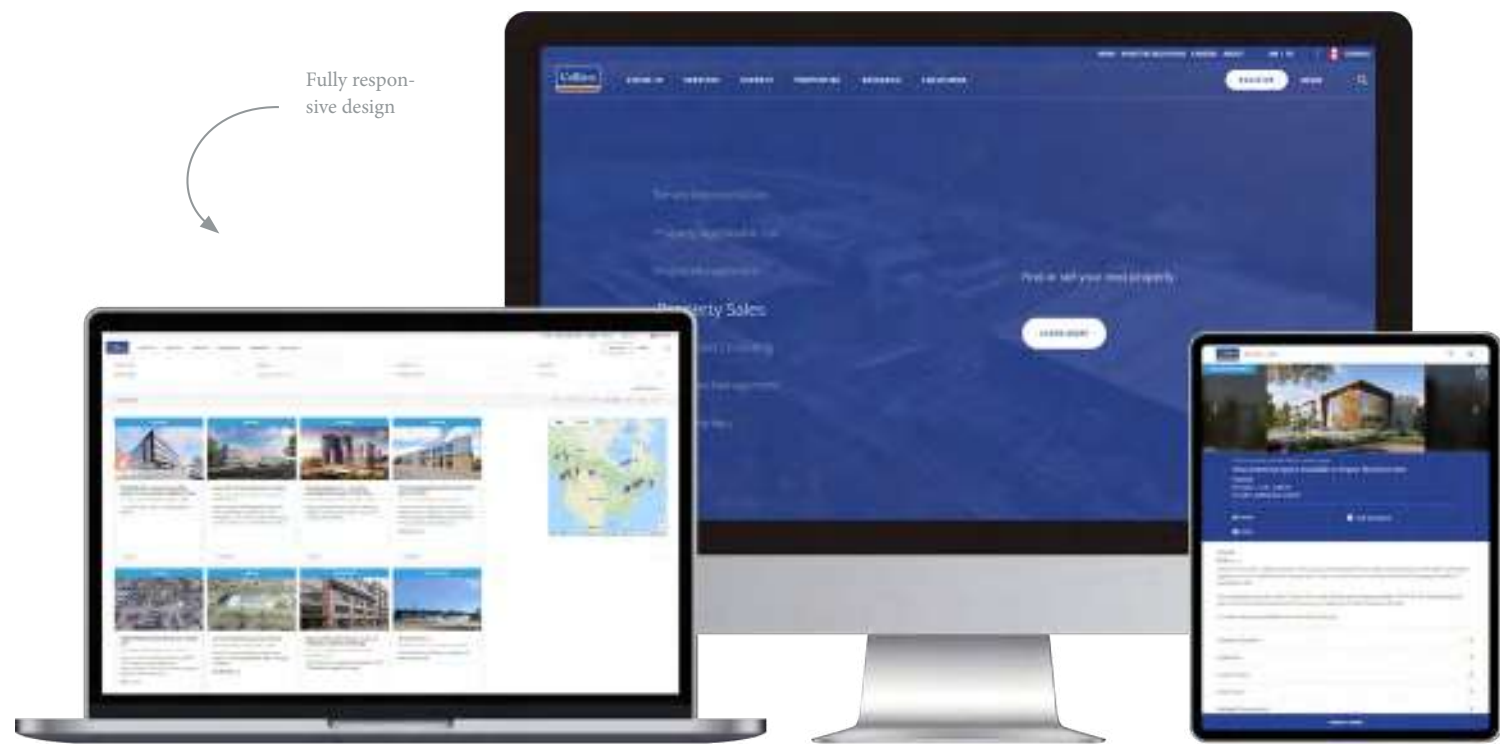
We develop bespoke marketing strategies to maximize interest and set your property apart from its competitive set.

Property marketing has changed. At Colliers, we're leading that change.

In today's world, generic is not enough. Buyers have access to an unprecedented amount of information and options - most of which are available at the click of a button. That's why we're turning up the volume on our design and strategic marketing solutions to ensure your project stands apart from the competition.

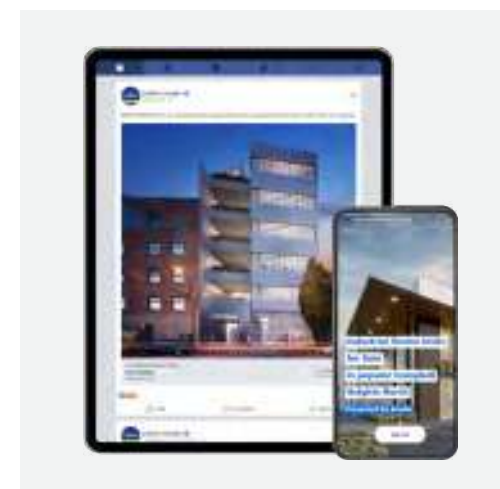
Our talented marketing, communications and design professionals are building custom marketing campaigns from the ground up. And guess what? It works. We are proud to represent some of Canada's biggest landlords and developers with award-winning, high-impact marketing campaigns that successfully position assets as clear winners among the sea of options available to tenants and buyers today.

Fully responsive design



10x winner at the International Property Awards

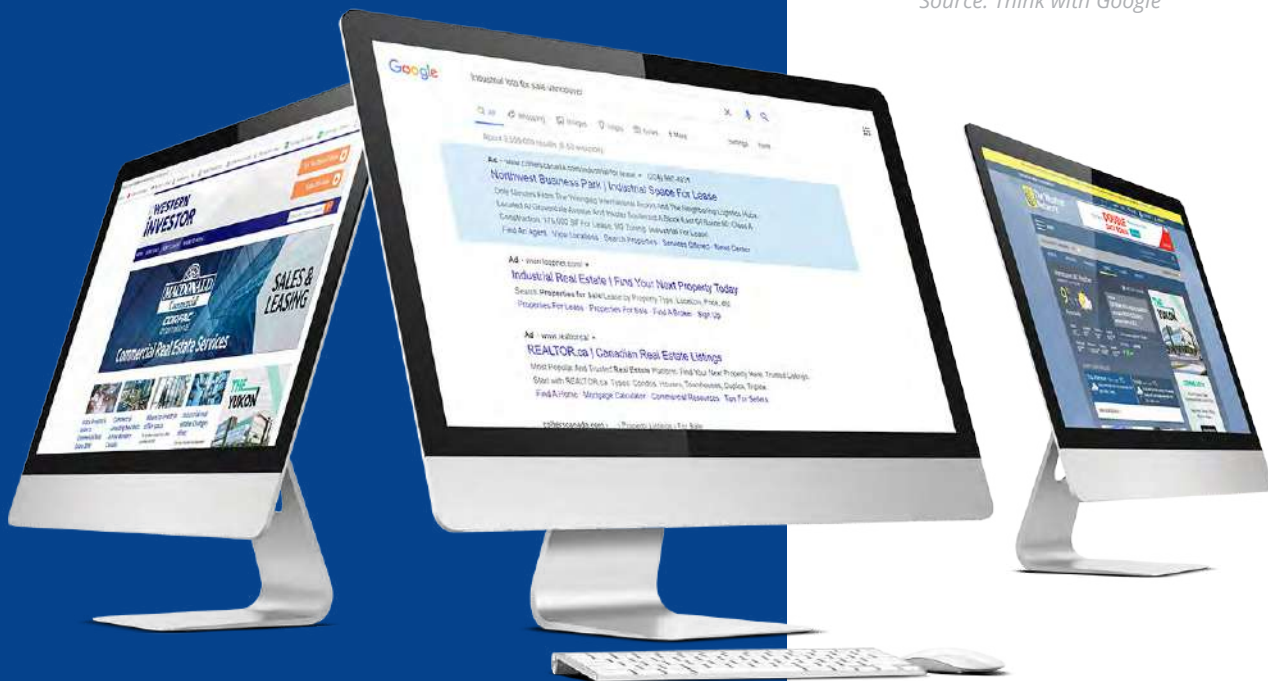
Our marketing teams consist of experts in project identity creation, property positioning, digital marketing and more, ensuring strategically crafted messaging for your project reaches your target markets.




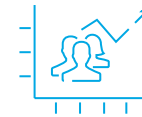


Digital Advertising

We put your property front and centre – for your prospects to see – and act on. The result? Increased exposure online, wider reach of potential buyers faster and the opportunity to generate more qualified leads for your property.

To successfully market and sell the Subject Site, it is critical to identify key purchaser profiles, allowing for a highly customized and targeted marketing campaign - and connectivity with even larger, untapped audiences. Leading with the project's key attributes, desirable location and nearby amenities, we tailor marketing packages for each target market.



The Key Benefits of Digital Campaigns

-  Reach a specific target audience beyond your existing contact list
-  Drive more qualified traffic to your specific property listing
-  Gain measurable results for your property listing through real-time analytics
-  Give your listing unprecedented exposure and stand out among your competition

89%

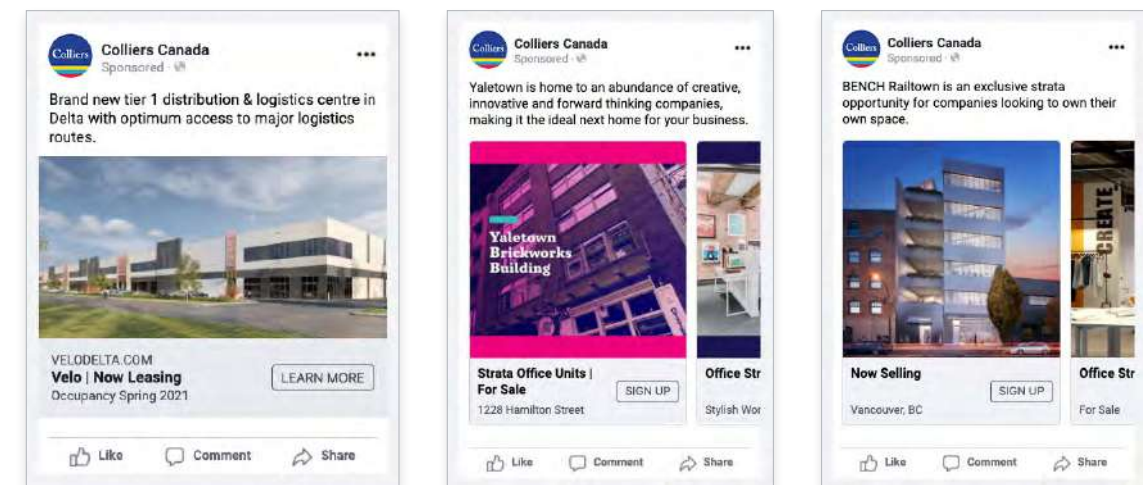
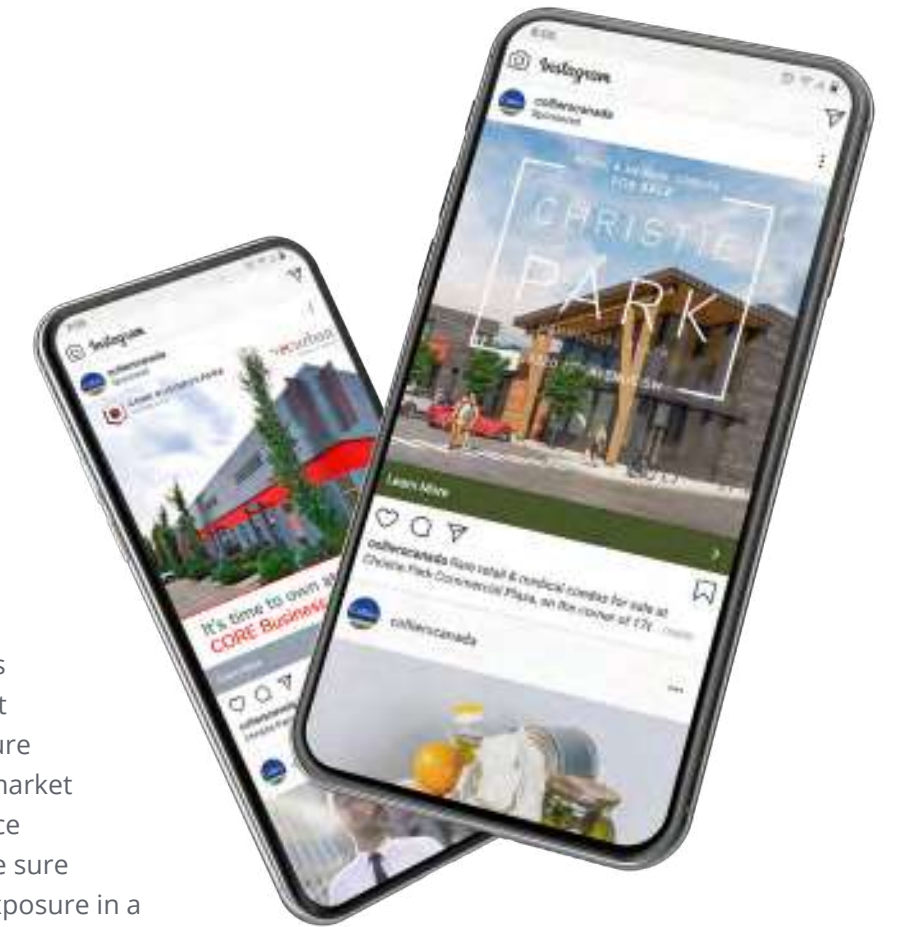
of B2B researchers use the Internet during the B2B research process.

Source: Think with Google

Social Campaigns

We create unique social campaigns so that your property stands out.

Creating unique, targeted social campaigns is a part of our digital marketing strategy at Colliers. We use targeted keywords to ensure your property gets in front of your target market first and foremost. Tracking ad performance through analytics and data is how we make sure your property receives maximum digital exposure in a strategic, thoughtful way.



Lead generation ads allow us to pinpoint high-interest users with audience selection and optimization. We make sure to find the leads that matter.



Why Colliers

Our integrated platform

Occupier Representation

Landlord Representation

Property Sales

Corporate Solutions

Project Management Services

Real Estate Management Services

Valuation & Advisory Services



The knowledge of the team

Our team brings unparalleled market knowledge and substantial previous successes in the area.



Unparalleled access to data

Colliers has a national and centralized Client Relationship Management (CRM+) database consisting of information on thousands of commercial properties across Canada.



Exceptional execution skills

Our talented marketing, communications and design professionals build custom marketing campaigns from the ground up.



Commitment to service excellence

At Colliers, "service" is more than just a word. Colliers' comprehensive client service program is designed to drive customer-focused service throughout our business.



An extension of your team

Our approach is collaborative, nimble and informed by uncommon knowledge. By aligning with your core business needs, we develop and execute customized real estate solutions to support your growth strategy.



Results and process-driven

From the first handshake to the last, we understand deal structure and manage the transaction process to minimize disruption, mitigate risk and mediate competing perspectives. You can count on us to stay in the deal, from conducting a great tour to delivering the signed agreement.

At Colliers, we are enterprising.

Our expert advice to property occupiers, owners and investors leads the industry into the future.

We invest in relationships to create enduring value. What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities. We attract and develop industry leaders, empowering them to think and act differently to drive exceptional results. What's more, our global reach maximizes the potential of property, wherever our clients do business.

At Colliers Canada, we provide a full suite of real estate solution services for commercial office, retail and industrial properties.



NASDAQ: CIGI

TSX: CIGI

Last updated: March 2023

\$13.7B

Transaction Value (USD)

483

Advisors

45

Offices

2,264

Professionals

67M

SF Managed



WEBSITE

www.collierscanada.com



FACEBOOK

www.facebook.com/collierscanada



TWITTER

@collierscanada



INSTAGRAM

@collierscanada

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Accelerating success.



LISTING PROPOSAL ADDENDUM

December 6, 2023

RE: Proposal for Real Estate Services: 301-311 Queen Street East, Toronto ON

DATED: September 7th, 2023

BETWEEN: MNP and COLLIERS MACAULAY NICOLLS INC., BROKERAGE

This Addendum hereby revises the above-referenced Proposal as follows:

Original Proposed Fee:

[REDACTED]

New Proposed Fee:

[REDACTED]

Additional Clarification of Marketing Plan:

Colliers would launch the project via its email marketing campaign direct to developers with the MLS launch two weeks after Colliers email-blast.

Thank you for providing us with the opportunity to amend our terms, in an effort to reach an agreement and work towards the successful sale of this property.

Sincerely,

Steve Keyzer
Executive Vice President,
Sales Representative
steve.keyzer@colliers.com
+1 416 643 3770

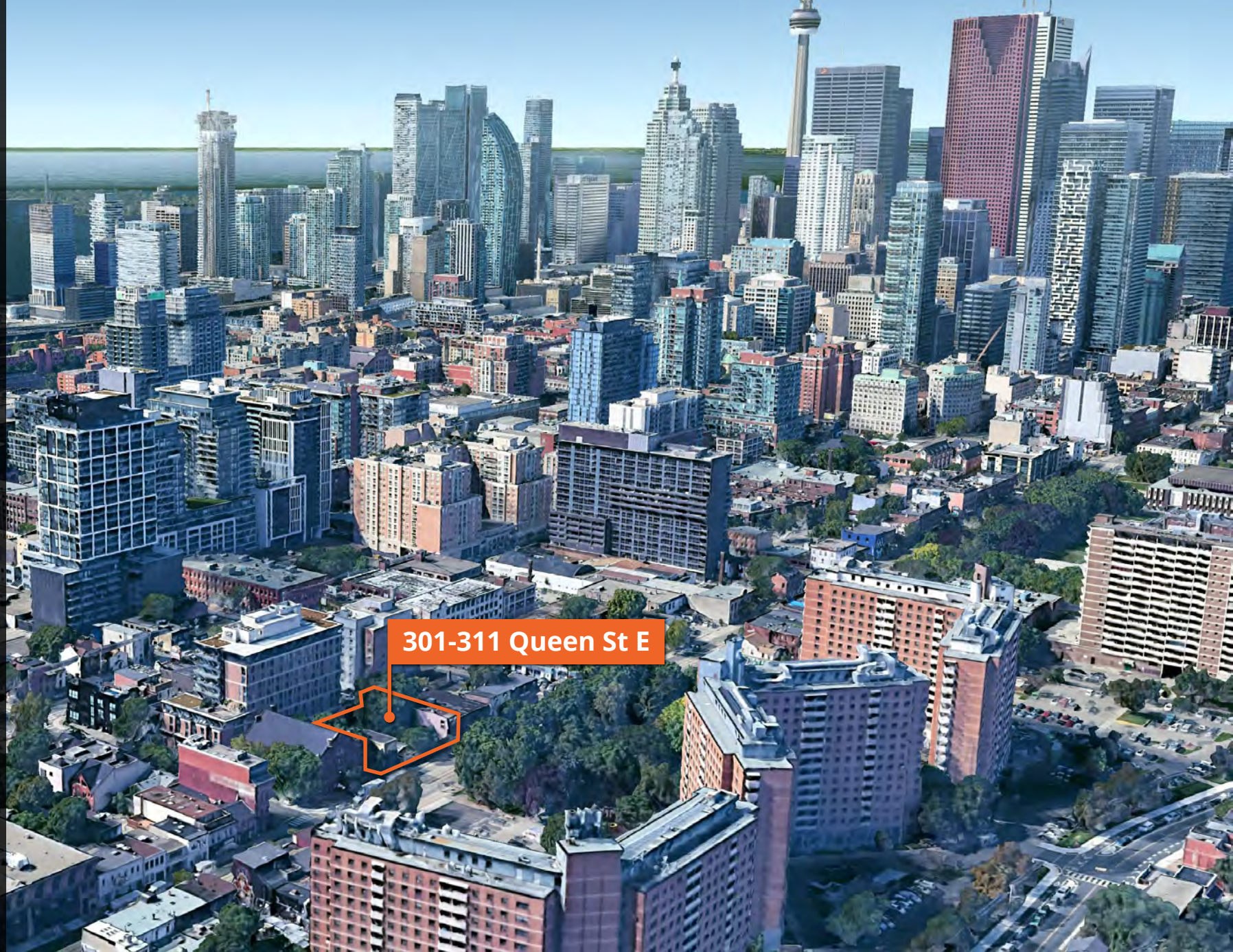
Tim Bristow
Senior Vice President,
Sales Representative
tim.bristow@colliers.com
+1 416 643 3408

Avison Young Professional Listing Services Proposal - 301-311 Queen St E – Dec 5

AVISON
YOUNG

Professional Listing
Services Proposal

301-311
Queen Street East
Toronto, Ontario



Presented to:

Deborah Hornbostel
Senior Vice President
Corporate Restructuring and Insolvency



Platinum member



Points of discussion

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Executive summary

We are pleased to provide MNP Ltd. with our Disposition Proposal for the 301-311 Queen Street East, Toronto.

Our recommendation is to list the Property upon an unpriced basis and review offers upon a set bid date. The Advisory Team suggests running a 5-6 week marketing program (if court timing permits) prior to setting a bid date to ensure the marketplace and interested parties have ample time to perform any pre-bid due diligence. ***The property's current LPA-approved development scheme includes various easements, etc., to be finalized over the rear laneway, as well as easements, Committee of Adjustment or similar arrangements to deal with potential encroachments of the new development under (or over) the neighbouring "Berkeley Church" property. This will require time on the part of potential bidders to properly review.***

Advisory Team

The Advisory Team will be led by Kelly Avison, AACI, and Ben Sykes, SIOR.

The advisory Team are both Principals/Owners and senior investment experts within the Avison Young organization, with decades of experience, including recent and relevant experience in selling infill development sites across the region. They are supported by exceptionally talented and experienced marketing teams, financial analysts, client services coordinators, and research experts. The Advisory Team has a great deal of experience and a solid track record of success completing distressed asset dispositions, including **4 active land/development listings**, and understand the added importance of accountability, oversight, and due process required throughout the sales process.

Market Context

Residential developers have had a challenging 2022 and 2023 YTD as they are faced with changing market dynamics. In the years leading up to 2022, developers benefited from soaring demand and residential/condominium prices which justified higher and higher land acquisition costs. Rising interest rates, construction material costs, and labour shortages have had a meaningful impact on their underwriting of these developments, which has had a proportionate impact on land pricing for these developments. The recent and dramatic rise in interest/financing rates along with a slowing economy and possible fears of a recession have weighed heavily upon the end consumer/buyer as well as builders/developers.

Valuation

Based upon our initial review of the Property, including its present land use "entitlements", we are of the opinion that the Property's overall market value would be in the range of :

[REDACTED]

(We recommend going to market on an unpriced basis, as every potential buyer will have their own individual perspective on the site's overall development potential/value)

The Advisory Team fully understands the increased importance for diligent and comprehensive reporting as a part of a process that has multiple stakeholders. MNP Ltd., will be provided with formal activity reports on a bi-weekly basis detailing all inquiries, tour activity, market feedback, and pending offers (or on an alternate schedule as needed).

We believe our proposal outlines a clear strategy that will result in a timely sale and maximized sale price for these assets. Thank you for your consideration of this proposal and we thank you for the opportunity to work with the MNP Team again!



Kelly Avison, AACI
Principal



Ben Sykes, SIOR
Principal

In this case, we recommend performing the following, or seeking out the following information, with the assistance of the Advisory Team:

- i. Download, or have web-links, to relevant zoning information via municipal websites
- ii. Gather any outstanding/required property-related documents (e.g. surveys, leases, licensing agreements, environmental reports, etc.)
- iii. Work with the Receiver's legal team on a standardized APS document.

The Advisory Team and Avison Young will undertake the following marketing initiatives if selected as the listing team:

1. Create a Data Room for buyers to access following execution of a CA that includes:
 - a) Any of the information collected as mentioned above; and
 - b) A standardized APS drafted by the Seller's lawyers with input from the Advisory Team;
2. Upload the offering to: MLS, LoopNet, Costar, Realtor.ca, a dedicated page on the AY website, and all other Internet platforms at our disposal;
3. Run two advertisements in the Globe & Mail's real estate section;
4. Bi-weekly email marketing blasts sent to Avison Young's database of active buyers and investors across Ontario & Canada;
5. Create a marketing brochure for the Property, and
6. Direct calling of active investors/buyers of within the Greater Toronto Area region.

Proposed remuneration & reporting

We propose the following fee structure for the Property: [REDACTED]

Avison Young to pay co-operating/MLS broker out of the total fee.



Advisory Team & Relevant Experience

Advisory team



Kelly Avison**, AACI, Principal

Kelly Avison has been in the commercial real estate business since 1990- all with Avison Young- and is a Principal of the organization. A designated AACI, Kelly brings exceptional valuation knowledge and sales expertise to bear on all assignments. Over the course of his career, Kelly has advised upon and completed transactions totalling several billions of dollars. In addition to his investment sales expertise, Kelly has extensive experience in marketing and advising upon Distressed Assets (Receivership, Power of Sale, etc.) and leads Avison Young's Distressed assets team in Ontario and Nationally. His area of expertise is the acquisition and disposition of investment properties, commercial and industrial (including portfolio) properties and development sites.

Direct 416.673.4030

Email kelly.avison@avisonyoung.com

**Broker



Ben Sykes*, SIOR, Principal

Ben Sykes is a land and investment real estate specialist with over 18 years of experience assisting both occupiers and owners across the GTA. Ben has represented a variety of businesses involved in the development community, investors, pension fund and REIT, manufacturing sector, supply chain and 3PL's, and distribution and logistics companies. Since 2020, Ben has transacted in excess of \$2.4B and completed over 200 transactions. In the past 12 months, Ben led the disposition of two of the highest valued GTA industrial transactions ever completed, including a \$312M 13-building income portfolio and a \$210M development site sale. Ben's team has a strong presence in the large-bay industrial leasing space, having recently completed over 2.6M sf of lease transactions and represent over 2.0M SF of new spec construction listings, including a 1.2M sf single-building and 310,000 sf last-mile facility. Ben's teammates, consisting of some of the industry's top brokers, transaction managers and marketing specialists, provide clients with real time market intelligence and professional service.

Direct 416.903.5340

Email ben.sykes@avisonyoung.com

*Sales Representative

Dedicated resources at your service



Relevant Team Experience

The Advisory Team of Kelly Avison and Ben Sykes have been involved in over 25 distressed asset sales and court appointed receivership proceedings over the past 5 years totaling in excess of \$160 Million. Their experience in the insolvency space is unmatched by their competition. These assignments have been across a range of asset classes and geographies. Despite each assignment being unique, Kelly Avison and Ben Sykes thoroughly understand the process and have experience providing the level of service, reporting, and oversight required to successfully navigate a court appointed sale. The below list of people is a sample of the power of sale and/or insolvency and restructuring professionals the Team has worked with, all of whom are available to attest to the professionalism, strength, efficacy of the service the team will provide to MNP Ltd.



The Avison
Young Team
has sold
\$2B+
in the past 12
months





City of Toronto Overview

City of Toronto Overview

With over 3 million residents, the City of Toronto is the fourth largest city in North America and the largest city in Canada. Toronto is home to approximately 3.03 million people of diverse cultural backgrounds, with a total of approximately 7.03 million people living within the Greater Toronto Area. The City's growth and development is reflected in population growth rate estimates, with Toronto's population projected to increase by 38.7% by 2046, to a population of 4.20 million people. The City of Toronto is committed to sustainable and long-term economic growth, recently announcing that it will be investing an estimated \$60 billion into 38 infrastructure projects.

Toronto was recently ranked as the ninth most livable city in the world by the Economist Intelligence Unit. With first-rate educational institutions, an excellent public education system, three major league sports franchises, award-winning museums, galleries, festivals, world class restaurants, access to the vast amounts of green space and outdoor activities, it is no wonder as to why people and businesses alike have chosen to call Toronto home.

6.1%

Unemployment Rate (July 2023)

63.2%

With a Postsecondary Degree (2022)

City of Toronto Demographics

Population (2022)	3,025,647
Population (2027 Projected)	3,223,968
Median Age (2022)	39.3
Median Age (2027 Projected)	40.4
Average Household Income (2022)	\$132,394
Average Household Income (2027 Projected)	\$160,342
Owned Dwellings (2022)	646,317
Owned Dwellings (2027 Projected)	699,838





Site Overview

Site overview

301-311 Queen Street East
Toronto, Ontario

Address	301 Queen Street East	311 Queen Street East	Total
Total Lot Size	0.038 acres 1,655 sf	0.218 acres 9,496 sf	0.256 acres 11,151 sf
Current Use	Office / Retail	Event Venue	-
Zoning	Commercial Residential	Commercial Residential	-
Official Plan	Regeneration Areas	Regeneration Areas	-

Comments

- Received LPAT approval for rezoning to permit the construction of a 19-storey, mixed-use building with 144 residential dwelling units, a total GFA of 129,518 sf, and 42 parking spaces situated throughout three levels of underground parking which is to be accessible from a private lane off of Berkeley Street. Note: part of the proposed development will encroach over/below parts of the neighbouring "Berkeley Church" property, which is owned by a related party.
- Currently "The Berkeley Fieldhouse", an event venue for weddings and corporate events
- Ideally situated beside Queen Street East and Parliament Street intersect
- Significant amount of "open space" in the middle of the two Properties
- Within close proximity to both TTC bus and streetcars



Land Use

301-311 Queen Street East

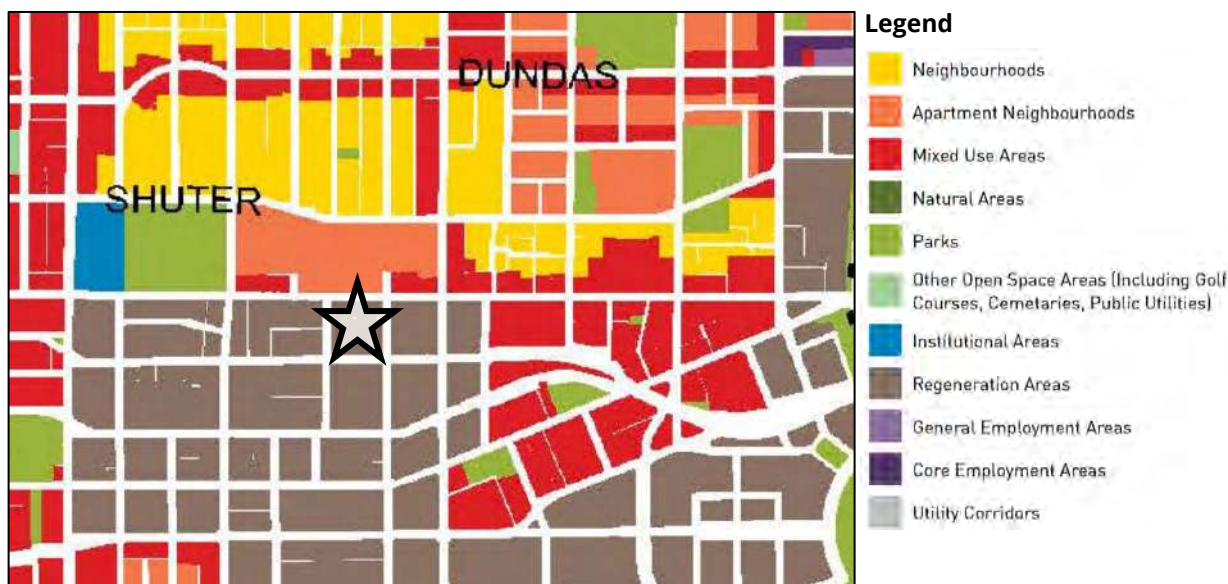
Official Plan

Regeneration Areas

Regeneration Areas open up unique areas of the City to a wide array of uses to help attract investment, re-use buildings, encourage new construction and bring life to the streets. These areas are key to the Plan's growth strategy, reintegrating areas of the City that are no longer in productive urban use due to shifts in the local or global economies. In Regeneration Areas, commercial, residential, live/work, institutional and light industrial uses can be mixed within the same block or even the same building. Not all Regeneration Areas will have the same mix of uses or development policies. Each will differ in terms of its existing built context, character of adjacent areas and market opportunities for revitalization. Regeneration Areas will need "tailor-made" strategies and frameworks for development, provided through a Secondary Plan. However, in every case Regeneration Areas represent a tremendous opportunity to unlock potential and help direct growth within the City.

Regeneration Areas will provide for a broad mix of commercial, residential, light industrial, parks and open space, institutional, live/work and utility uses in an urban form to:

- revitalize areas of the City that are largely vacant or underused;
- create new jobs and homes that use existing roads, transit, sewers, social services and other infrastructure and create and sustain well-paid, stable, safe and fulfilling employment opportunities for all Torontonians;
- restore, re-use and retain existing buildings that are economically adaptable for re-use, particularly heritage buildings and structures, through the use of incentives;
- achieve streetscape improvements and the extension of the open space network; and
- promote the environmental clean-up and re-use of contaminated lands.



Zoning

Commercial Residential - (H) CR 6.75 (c0.95; r5.8) SS2 (x782)

Permitted Uses

1) Commercial Uses

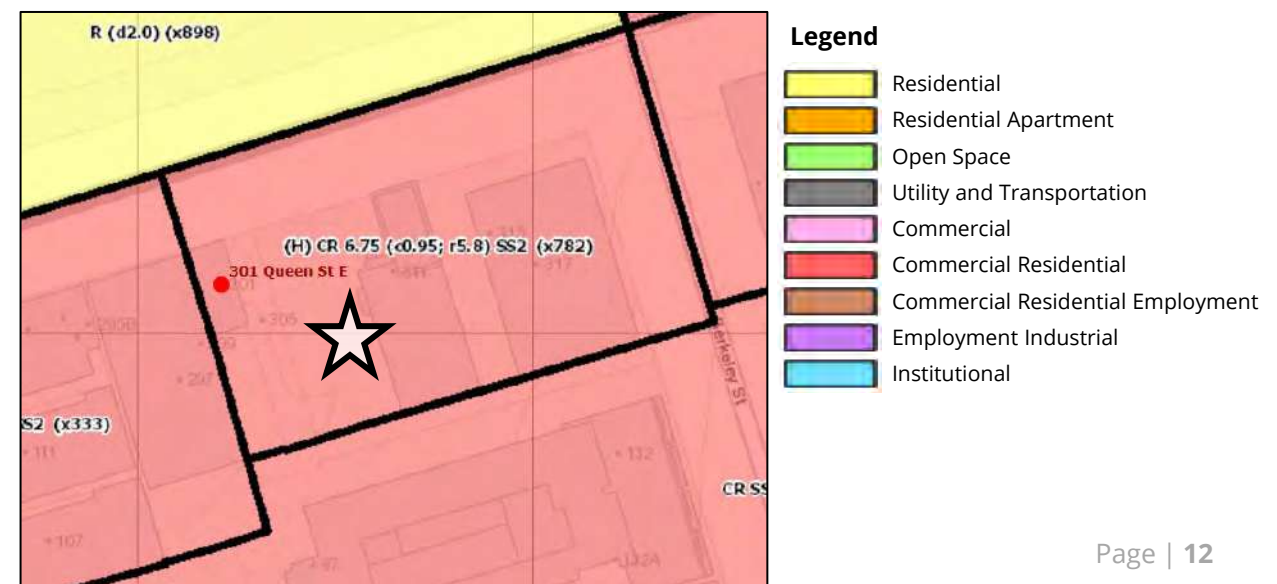
In the CR zone, the following uses are permitted under the letter "c" in the zone label referred to in regulation 40.5.1.10(3)(A)(i):

Ambulance Depot; Art Gallery; Artist Studio; Automated Banking Machine; Community Centre; Courts of Law; Education Use; Financial Institution; Fire Hall; Library; Massage Therapy; Medical Office; Museum; Office; Park; Passenger Terminal; Performing Arts Studio; Personal Service Shop; Pet Services; Police Station; Post-Secondary School; Production Studio; Religious Education Use; Software Development and Processing; Veterinary Hospital; Wellness Centre [By-law: 1198-2019]

2) Residential Uses

In the CR zone, the following uses are permitted under the letter "r" in the zone label referred to in regulation 40.5.1.10(3)(A)(i):

Dwelling Unit in a permitted building type in Clause 40.10.20.40; Hospice Care Home; Municipal Shelter; Nursing Home; Religious Residence; Residential Care Home; Respite Care Facility; Retirement Home; Student Residence [By-law: 545-2019]



Land Use

301-311 Queen Street East

Zoning By-law Site Specific Provision x782

Commercial Residential - (H) CR 6.75 (c0.95; r5.8) SS2 (x782)

Exception CR 782

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections:

Site Specific Provisions:

- (A) On 301-317 Queen Street East, if the requirements in Section 6 and 7 and Schedule A of By-law 1150-2022(OLT) are complied with, a **building** or **structure** may be constructed, used or enlarged in compliance with regulations (B) to (G) below;
- (B) Despite Regulations 40.5.40.10(1) and (2), the height of any **building** or **structure** is the distance between the Canadian geodetic Datum elevation of 84.71 metres and the elevation of the highest point of the **building** or **structure**;
- (C) Despite Regulations 40.10.40.10(3) and (7), the permitted maximum height of a **building** and **structure** is the number in metres following the letters "HT" and the permitted maximum **storeys** is the number following the letters "ST" in Diagram 3 of By-law 1150-2022(OLT); and
 - (i) for the purpose of this exception, a mechanical penthouse is not a **storey**;
- (D) Despite Regulation 40.10.40.40(1), the permitted maximum **gross floor area** on the **lot** is 12,200 square metres, of which:
 - (i) The permitted maximum **gross floor area** for residential uses is 10,600 square metres; and
 - (ii) The required minimum **gross floor area** for non-residential uses is 900 square metres;
 - (iii) The required minimum **gross floor area** of non-residential uses in the portion of the **building** labelled "existing heritage church" as shown on Diagram 3 of By-law 1150-2022(OLT) is 700 square metres;
- (E) Despite Regulations 40.5.40.60 (2)(B) and 40.10.40.60 (2)(B), 3(A), and 5(A), the following elements of a **building** or **structure** are permitted to encroach into the required minimum **building setbacks** as follows:
 - (i) Architectural features, balustrades, cornices, eaves, landscape features, light fixtures, ornamental elements, ventilation shafts, and window sills to a maximum 0.9 metres.
 - (ii) Stairs, stair enclosures, and wheel chair ramps, to a maximum of 1.8 metres;
- (F) Despite Regulations 40.5.40.10(5) functional elements, structure or parts of a building may cover more than 30 percent of the area of the roof measured horizontally;
- (G) Despite Regulation 200.5.10.1(1) and Table 200.5.10.1, parking spaces must be provided on the lot in accordance with the following:
 - (i) 42 parking spaces on a non-exclusive basis for both residential and non-residential uses.

Prevailing By-laws and Prevailing Sections: (None Apply)

[By-law: 1150-2022(OLT)]

Land Use

301-311 Queen Street East

Secondary Plan

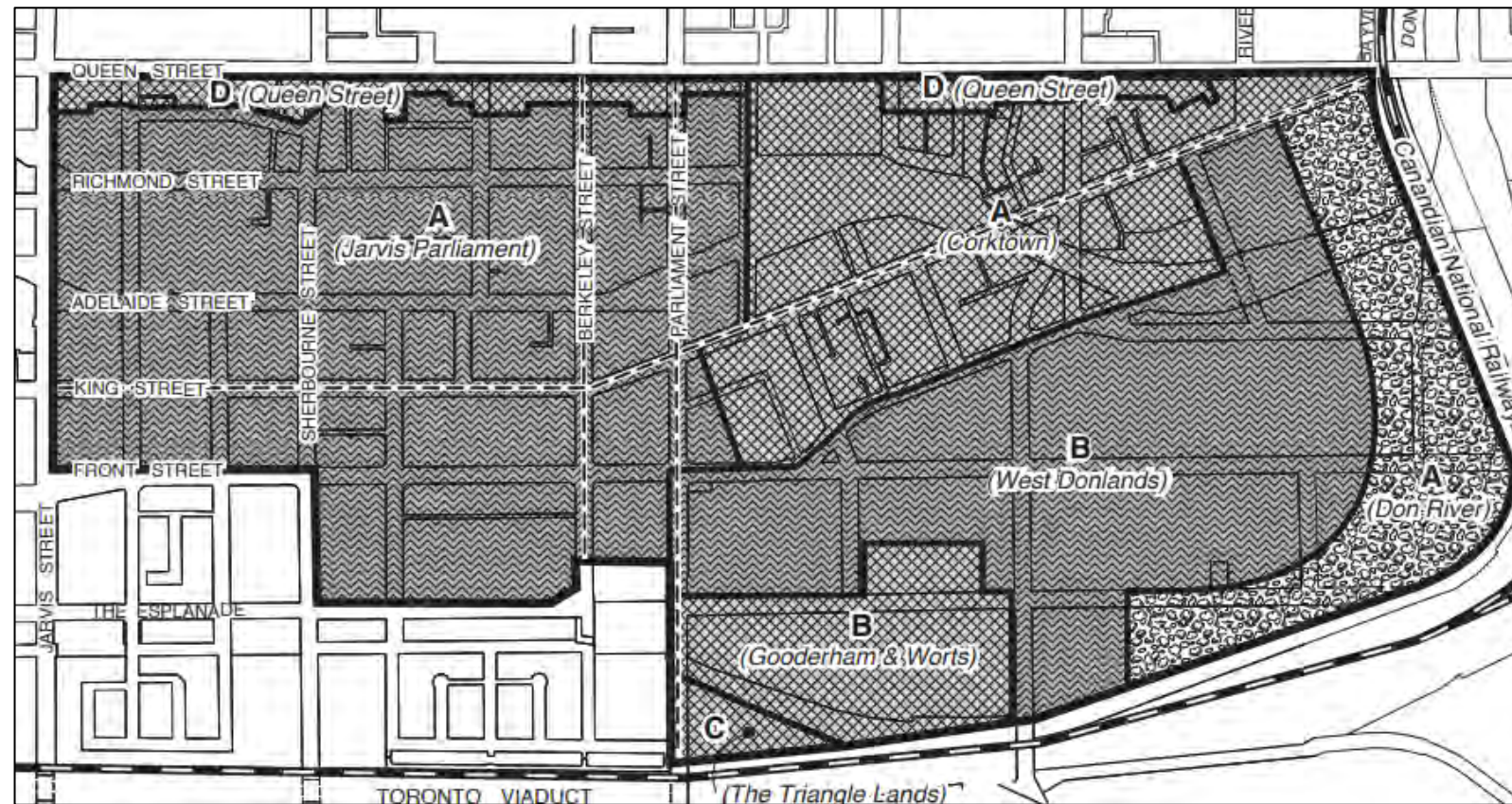
King-Parliament Secondary Plan Area – Mixed Use Area ‘D’ (Queen Street)

For each Regeneration Area a framework for new development will be set out in a Secondary Plan. Development should not proceed prior to approval of a Secondary Plan. 301-311 Queen Street East is designated as “Mixed Use Area ‘D’ within the King-Parliament Secondary Plan Area.

Mixed Use Area ‘D’ Policies

13.1 Mixed Use Area ‘D’ consists of a wide range of building types including houseform buildings on contiguous lots, older multiple storey industrial buildings and street related commercial residential buildings.

13.2 In Mixed Use Area ‘D’, commercial, residential, institutional or street-related retail and service uses alone or in combination are permitted.



King-Parliament Secondary Plan

MAP 15-1 Land Use Plan

- Secondary Plan Boundary
- ▨ Mixed Use Areas
- ▩ Regeneration Areas
- ▧ Parks and Open Space Areas
- - - Special Streets

LPAT Decision Summary

On February 5, 2021, the Local Planning Appeal Tribunal issued their decision, approving the appeal and the rezoning of 301-317 Queen Street East, subject to the satisfaction of several preconditions.

Development Overview

"The LPAT decision in this matter approved the requested rezoning to permit the construction of a 19-storey (65.0 metres including mechanical penthouse) mixed use building with an **overall gross floor area of 12,032.6 square metres consisting of 144 residential dwelling units, 752.7 square metres of office space, and 229.0 square metres of retail space.** The existing heritage designated Berkeley Church building, currently used as a private event space with a gross floor area of 772.0 square metres on the eastern portion of the site will be retained in-situ and will remain a separate building from the new building. **A total of 42 vehicular parking spaces will be provided,** to be within a 3-level underground garage with driveway access from a private lane off of Berkeley Street." - *LPAT Appeal - Request for Direction Report, May 28, 2021*

Berkely Church

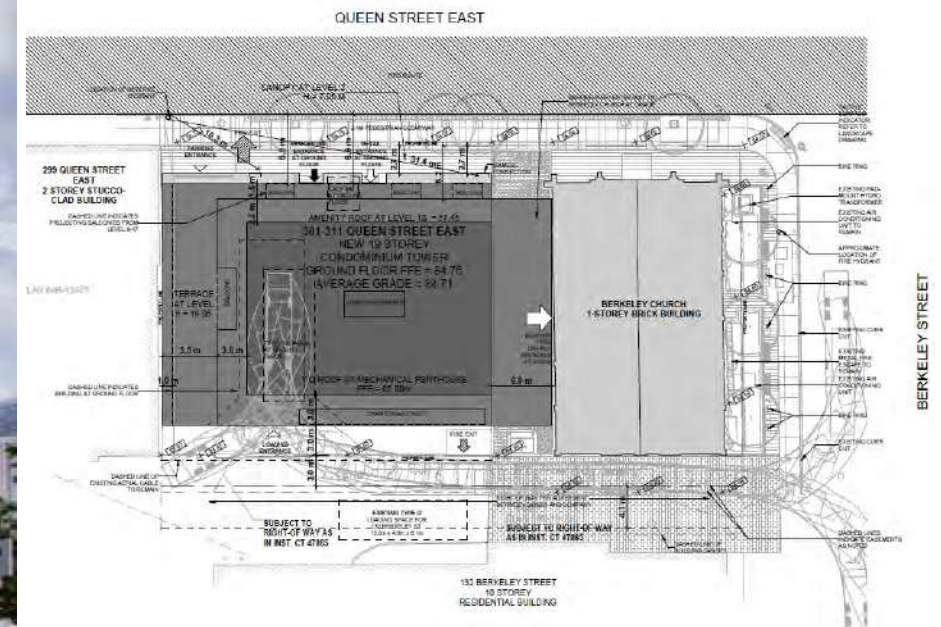
Berkely Church was decided to be of significant cultural value and the Tribunal decided that no modification of the church is to take place. As taken from the LPAT decision issued on February 5th, "after hearing the evidence, the Tribunal is satisfied that the Berkeley Church is a significant heritage building and that its conservation does serve the greater public realm. The Members presiding over this hearing would encourage the City to take into consideration the value to the public realm of the exterior restoration of the Berkeley Church, but the Tribunal will not determine the priorities of the City by directing allocation of the Section 37 contributions".

Total Site Area (301-311 Queen St E) = 11,151 sf

KEY DEVELOPMENT STATS

Storeys	19
Total GFA*	129,517.8 sf
Residential GFA	118,950.9 sf
Total Residential Units	144
Ground Floor Retail	2,464.9 sf
Office/Venue Space	8,101.9 sf
Parking	42
FSI	11.61x

*After GFA exclusions as per zoning by-law



A group of business professionals are seated around a long white conference table in a modern office setting. The room features large windows and a glass wall. The scene is viewed through the glass, with a dotted line visible on the left side. The text "Market Analysis & Valuation" is overlaid on the right side of the image.

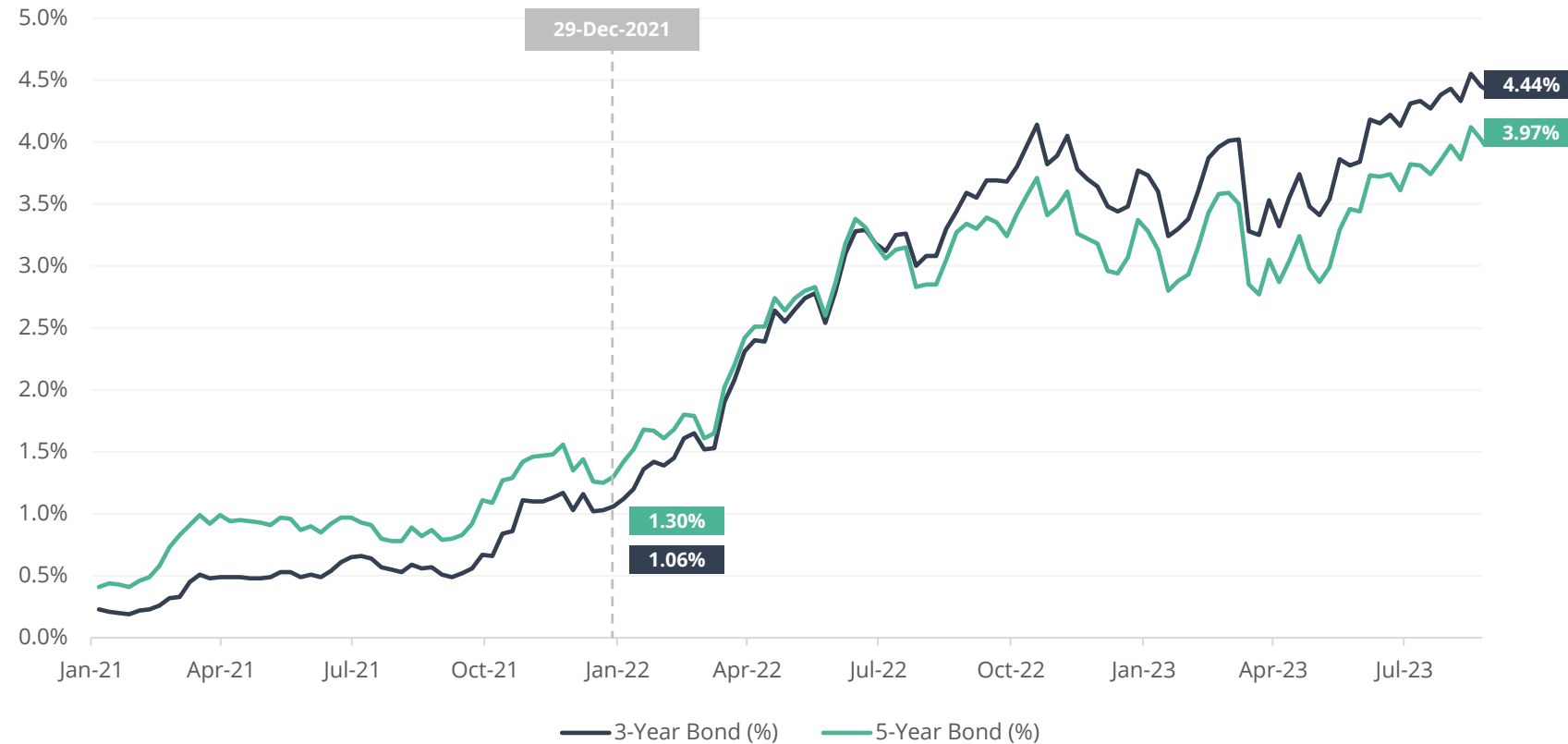
Market Analysis & Valuation

Debt Market Overview

Canadian Debt Capital Markets

- The Bank of Canada held its interest rate on September 6, 2023, maintaining its target overnight rate of 5.00%. This is the highest the overnight rate has been in over 22 years.
- Lenders have displayed an interest in deploying mortgage capital for high quality projects and strong borrowers. While mortgage capital is in abundance, most lenders have increased their due diligence considerably and, in some cases, lower loan amounts have resulted.
- Capital from a wide array of lenders remains strong for qualified assets.
- The Bank of Canada expects for CPI inflation to remain elevated in the near term before gradually declining to the 2% target by the end of 2024.
- The rapid increase in interest rates have caused some investors/buyers to hit the "pause button" on their purchasing, while they digest the overall financial impact.
- Typically, there is a 175-200 basis point spread between 5-yr bond yields and achievable mortgage rates.

Government Of Canada Benchmark Bond Yields



Comments from Bank of Canada latest interest rate announcement:

"Governing Council will continue to assess the dynamics of core inflation and the outlook for CPI inflation. In particular, we will be evaluating whether the evolution of excess demand, inflation expectations, wage growth and corporate pricing behavior are consistent with achieving the 2% inflation target. The Bank remains resolute in its commitment to restoring price stability for Canadians."

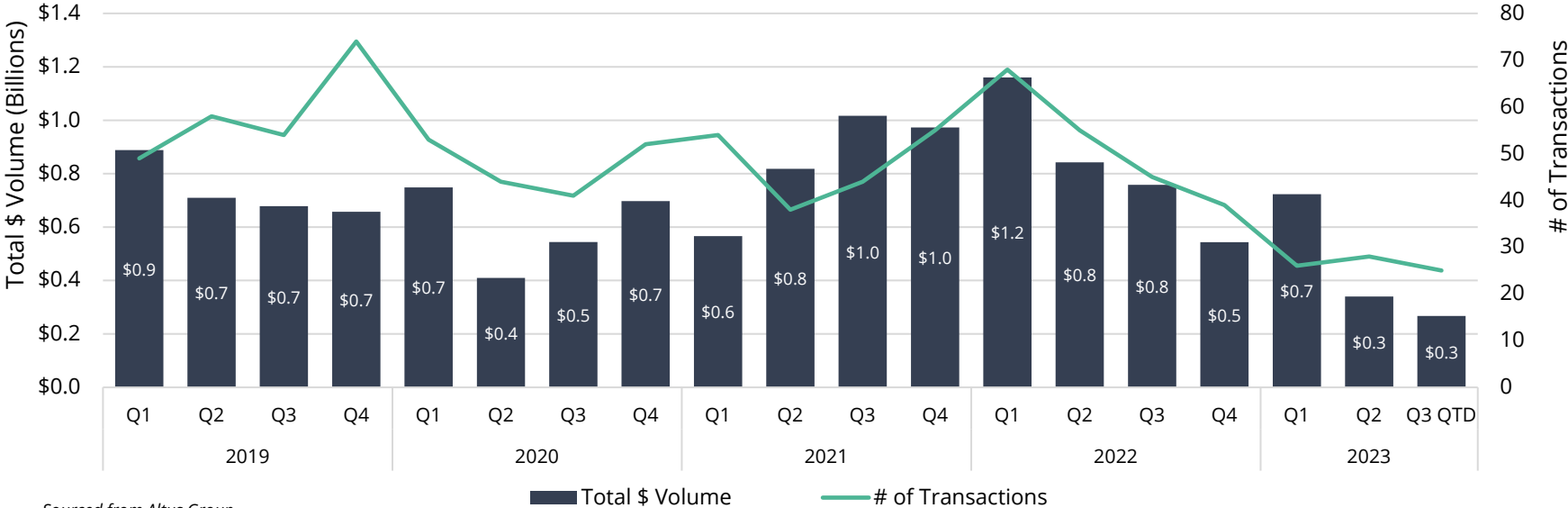
- BoC, September 6th, 2023.

Toronto Market Overview

Highlights

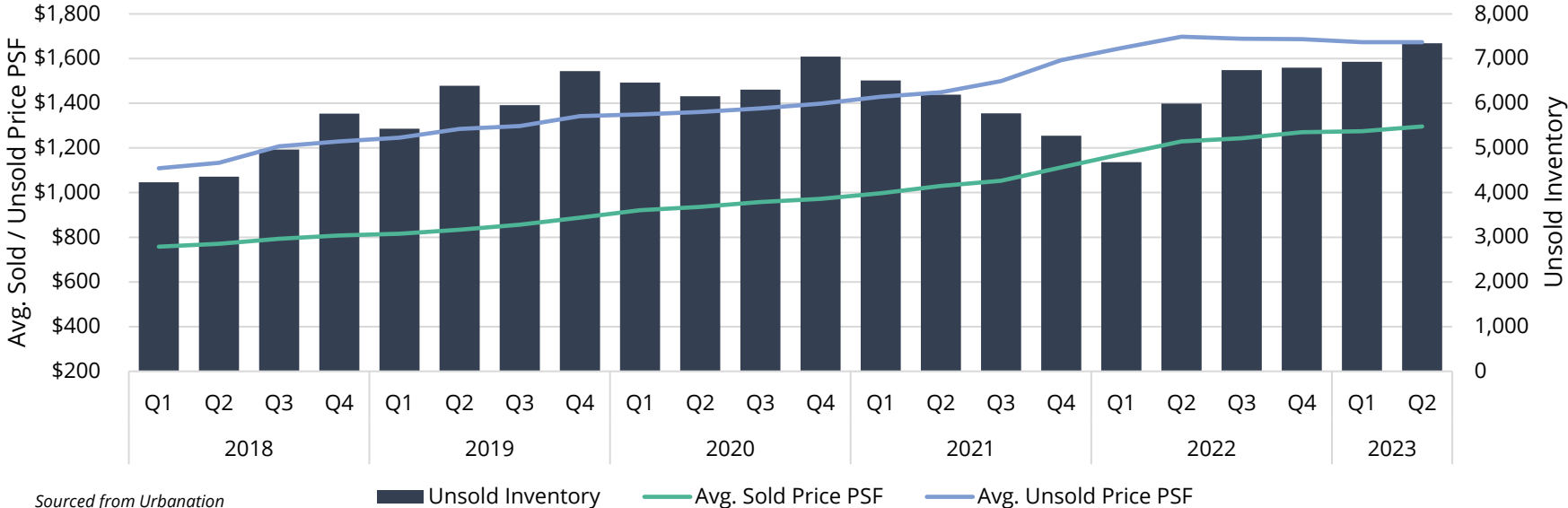
- Activity in the Greater Toronto Area's residential land real estate investment market remained strong during 2022 with total residential land sales of over \$7 billion, despite the impacts of rising interest rates and construction costs.
- However, Toronto's residential land market has seen a decreasing number of transactions and transaction dollar volume in the first three quarters of 2023, as investors wait for more stable and predictable financing rates.
- Despite the aforementioned, Toronto still suffers from a chronic lack of housing supply, which has led to significant price appreciation for residential properties, with the new sale condo market's average price per square foot having increased by over 41% since the beginning of 2020, increasing from \$921 to \$1,296 as of Q2 2023.
- Prices for unsold new condo units averaged \$1,673 psf in Q2 2023, representing a decrease of 1% YoY, as the number of unsold new condo units grew to 7,343, the most since Q4 2015
- There were 650 new condo sales in Q2 2023 compared to 2,316 sales in Q2 2022, a decrease of 72% YoY
- As of July 2023, the average condo apartment price in Toronto was \$753,520.
- Financing rates for a large majority of commercial assets have increased significantly since the beginning of 2022, with increases in the risk-free rate of return pushing investors to increase their expected returns on investment.

Toronto - Residential Land Investment Market Overview



Sourced from Altus Group

Toronto - New Condominium Avg. Sold PPSF

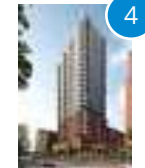


Sourced from Urbanation

Surrounding Developments

301-311 Queen Street East
Toronto, Ontario

Warehouse Lofts Toronto	Canary House Condos	Daniels on Parliament - North Tower	Daniels on Parliament - South Tower
187 Parliament Street Toronto	435 Front Street East Toronto	30 Dreamers Way Toronto	10 Oak Street Toronto



Developer

Sher Corporation & Downing Street Group

Dream & Kilmer Group

Daniels Corporation

Daniels Corporation

Asset Class

Apartment Condo

Apartment Condo

Apartment Condo

Apartment Condo

Opening Date

April 2020

March 2021

October 2022

April 2023

Occupancy Date

November 2024

January 2025

October 2025

December 2025

Number of Storeys

11

13

10

25

Number of Units

29

206

304

337

Number of Units Sold

26

189

220

96

% Sold

90%

92%

72%

28%

Unit Size

2B: 1,080 - 1,366 sf
2B+D: 961 - 1,674 sf

1B: 461 - 535 sf
1B+D: 491 - 614 sf
2B: 629 - 728 sf
2B+D: 803 sf
3B: 872 - 954 sf

1B: 502 - 604 sf
2B: 608-928 sf
3B: 895 - 1,039 sf

1B: 512 - 596 sf
1B+D: 592 - 647 sf
2B: 640 - 923 sf
2B+D: 870 sf
3B: 893 - 1,098 sf

Asking Price

2B: \$991 - \$1,354 psf
2B+D: \$1,157 - \$1,195 psf

1B: \$1,280 - \$1,508 psf
1B+D: \$1,303 - \$1,562 psf
2B: \$1,234 - \$1,390 psf
2B+D: \$1,116 - \$1,337 psf
3B: \$1,124 - \$1,206 psf

1B: \$1,270 - \$1,295 psf
2B: \$1,249 - \$1,280 psf
3B: \$1,196 - \$1,218 psf

1B: \$1,327 - \$1,404 psf
1B+D: \$1,355 - \$1,361 psf
2B: \$1,256 - \$1,313 psf
2B+D: \$1,313 - \$1,317 psf
3B: \$1,247 - \$1,298 psf

Parking

Extra
(\$75,000 per stall)

Extra*
(\$80,000 per stall)

Extra*
(\$65,000 per stall)

Extra*
(\$65,000 per stall)

Storage

TBD

Extra
(\$6,500 per storage)

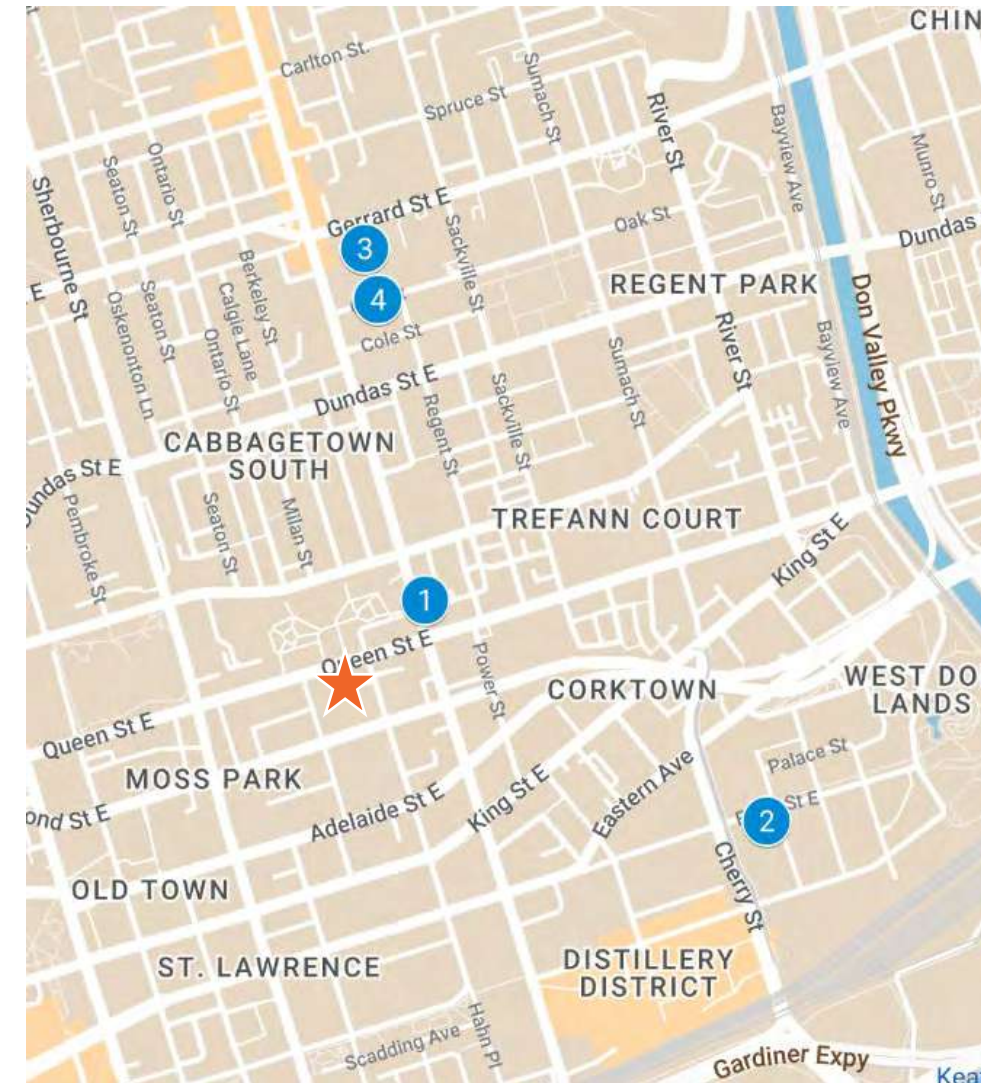
Extra
(\$7,500 per storage)

Extra
(\$6,500 per storage)

*For units greater than 680 sf

*For units greater than 650 sf

*Available for purchase for 2B+ units



Land Sales Comparables

301-311 Queen Street East
Toronto, Ontario

Transaction date	Address	Municipality	Price	Land area (acres)	Price/acre	PPSF buildable	Price per unit buildable	Purchaser	Vendor	Description
2023-03-16 / 2022-01-27	175 King Street East / 179-183 King Street East	Toronto	\$26,464,000	0.25	\$105,856,000	\$115	\$72,648	The Gupta Group	Jerelin Limited / Renaissance Realty Corporation / Relic Realty Ltd. / Private Investor	SPA, OPA & ZBA submitted in August 2022 to permit the development of a 33-storey 330-unit mixed-use building with GFA of 207,970 sf (in-circulation at the time of sale) Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-10-17 / 2022-10-03 / 2022-05-04	77 McGill Street / 396 Church Street / 73 McGill Street	Toronto	\$22,375,000	0.23	\$97,282,609	\$70	\$47,246	Podium Developments	Private Investors	SPA, OPA & ZBA submitted in November 2022 to permit the development of a 43-storey 463-unit residential condo with GFA of 312,132 sf (in-circulation at the time of sale) Neighbourhoods OP & Residential Zoning Classification
2022-08-16 / 2022-05-10	100 Lombard Street / 86 Lombard Street	Toronto	\$37,425,000	0.51	\$73,238,746	\$89	\$77,969	Forum Equity Partners & Slate Asset Management	Allied Properties REIT / Private Investor	SPA, OPA & ZBA submitted in August 2022 to permit the development of a 59-storey, 480-unit residential condo with GFA of 421,321 sf (in-circulation at the time of sale) Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-06-22	214 Sherbourne Street	Toronto	\$53,000,000	0.69	\$77,034,881	\$120	\$85,622	KingSett Capital	Private Investor	SPA, OPA & ZBA submitted in September 2022 to permit the development of a 45-storey, 619-unit residential condo with GFA of 443,430 sf (under review at the time of sale) Apartment Neighbourhoods OP & Residential Zoning Classification
2022-06-07	254 Church Street	Toronto	\$56,960,722	0.48	\$130,643,860	\$133	\$92,619	CentreCourt Developments Inc.	Lo Presti Holdings Limited	SPA, OPA & ZBA approved in May 2021 to permit the development of 52-storey, 615-unit mixed-use building with a GFA of 427,564 sf Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-05-24	490 Adelaide Street West	Toronto	\$12,600,000	0.12	\$106,779,660			Carlyle Communities	RTCB Holdings Ltd.	No pending development application at the time of sale Regeneration Areas OP & Commercial Residential Employment Zoning Classification
2022-05-16	399 Yonge Street	Toronto	\$63,250,000	0.22	\$287,500,002	\$110	\$76,389	Capital Developments	Halmont Properties Corporation	SPA, OPA & ZBA submitted in June 2022 to permit the development of a 76-storey, 828-unit residential condo with GFA of 576,967 sf (in-circulation at the time of sale) Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-05-13 / 2022-02-28	247 Dundas Street East / 255 Dundas Street East	Toronto	\$25,107,721	0.35	\$71,531,970	\$56	\$37,032	Metropia	Private Investors	SPA, OPA & ZBA submitted in March 2022 to permit the development of a 49-storey, 678-unit residential condo with GFA of 447,359 sf (in-circulation at the time of sale) Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-05-10	126 Parliament Street	Toronto	\$5,600,000	0.06	91,803,278			Lamb Development Corp.	Private Investor	No pending development application at the time of sale Regeneration Areas OP & Commercial Residential Employment Zoning Classification
2022-05-05	97 Trinity Street	Toronto	\$2,600,000	0.03	92,857,140			Private Investor	Private Investor	No pending development application at the time of sale Neighbourhoods OP & Residential Zoning Classification
2022-04-29	88 Isabella Street	Toronto	\$56,000,000	0.51	109,803,922	\$115	\$74,567	Capital Developments	CapREIT	SPA, OPA & ZBA submitted in April 2022 to permit the development of a 62-storey, 751-unit residential condo with a GFA of 478,863 sf (in-circulation at the time of sale) Neighbourhoods OP & Residential Zoning Classification
2022-04-12 / 2022-03-31 / 2022-02-24	67 Elm Street / 63 Elm Street / 65 Elm Street	Toronto	\$13,155,000	0.09	146,166,661			Lanterra Developments	Private Investors	No pending development application at the time of sale Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-04-08	540 King Street West Note: Allied owned the adjoining parcel, 544 King West since 2008, comprising 0.448 acres and appears to have coordinated site plan approvals with the owner of 540 King West prior to purchase	Toronto	\$25,000,000	0.28	89,605,730	\$110	\$263,158	Allied Properties REIT	Frala Dick Holdings Inc.	SPA, OPA & ZBA approved in December 2021 to permit the development of a 15-storey, 95-unit mixed-use building with a GFA of 225,619 sf Regeneration Areas OP & Commercial Residential Employment Zoning Classification
2022-03-29 / 2022-01-31	236 King Street East / 242 King Street East	Toronto	\$35,313,880	0.30	119,708,066	\$166	\$119,783	Emblem Developments	Private Investor / Leon's & Sons Investments Ltd.	SPA & ZBA submitted in December 2020 and October 2022 to permit the development 43-storey, 509-unit residential condo with a GFA of 366,457 sf (in-circulation at the time of sale) Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-03-16	10 Eastern Avenue	Toronto	\$23,500,000	0.91	25,767,544			The Pearl Group	Devjo Holdings Limited	No pending development application at the time of sale Mixed-Use Areas OP & Commercial Residential Zoning Classification
2022-03-10	252 Sherbourne Street	Toronto	\$3,198,000	0.09	34,760,869			Kaneff Group	Private Investor	No pending development application at the time of sale Neighbourhoods OP & Residential Zoning Classification

Value Range

301-311 Queen Street East
Toronto, Ontario

We have reviewed reported sale transactions of comparable redevelopment sites which are intended for higher density condominium buildings. We have summarized a number of trades on the previously noted chart to provide a range based upon price per acre, price per (residential) buildable unit, and/or price per overall buildable square feet.

Our review of various sales revealed a wide spectrum of land values per unit buildable, ranging from a low of approximately [REDACTED] per intended/approved residential unit [REDACTED] price per square foot). Our experience has shown that the unit values (price per residential unit and price per buildable SF of GFA) is greatly impacted upon the type of development, and how far along in the development/entitlement approval process the site has progressed (SPA approved versus initial application, etc.). In the case of the comparable sales, the majority did not have any re-zoning, ZBA, OPA, or SPA applications in place until well after their respective closing dates, which would likely take 2-3+ years to finalize. In addition, many of the comparable sales were intended for much larger developments (either # of units and/or height), which will also impact their overall values (price per BSF/uni). 301-311 Queen has the benefit of the LPAT decision, which would save potential buyers valuable time and money, and is a mid-sided development

Based upon comparable trades, and our recent experience, in our opinion, a unit value range of approximately [REDACTED] per residential unit is appropriate for the Subject Property, given the Property is to be a mixed-use high rise residential condominium. This equates to an overall value range of [REDACTED] (rounded), and which further equates to approximately \$ [REDACTED] per buildable square foot (based upon the approved GFA).

We have also attempted to reconstruct a very high level, cursory development proforma on the previous page to estimate the Residual Land Value, which is one of the valuation methods a knowledgeable developer would utilize to value the overall land component. Our mid-point valuation of the site utilizing this technique was in the range of [REDACTED] but it is important to note that any minor changes to our any of our assumptions (e.g., unit selling rate, hard costs, soft costs, developer's profit, etc.) can have a significant impact upon the residual (market) value of the land component. Likewise, varying the overall construction costs would have a meaningful impact upon the overall residual land value.

The Avison Young team have had very recent and relevant experience in marketing infill residential development site within the GTA on behalf of various Receiver-Clients, and a recurring "theme" generally appears, including:

- Knowledgeable and experienced developers heavily critique the intended development as the owners are, in many instances, not very experienced developers/builders and the existing "entitlements" or approvals (e.g. ZBA; SPA; OPA, etc.) or the overall design of the complex does not work well with the developer-buyer
- Potential buyers are being extremely cautious in their underwriting and acquisition programs, especially given the rapid rise in interest rates, and many groups have taken a "pencils down" approach in recent months, or are only submitting offers on properties that align with their key "core" development pipeline
- Properties that have unusual development aspects/characteristics (e.g. have "hair on them") typically have their overall pricing reduced by the marketplace

Value Range

301-311 Queen Street East
Toronto, Ontario

Based upon our various analyses, the Property had the following value ranges:

	GOOD	BETTER	BEST
Residual Land VALUE	████████	████████	████████
Value (based upon Price Per Buildable sf)	████	████	████
Value (based upon Price per Approved Unit)	████████	████████	████████

The overall market and economic conditions have been trending downwards over the last several months, and are expected to remain "flat", or possibly worsen, over the next few months. As such we have erred on the more conservative end of our value range and, in our opinion, the Property has an overall estimated market value between ██████████ (assuming there are no adverse environmental nor soil-bearing issues).

We would recommend going to market on an unpriced basis with a bid date to be established once market interest warrants (approximately 4-6 weeks).

Notes:

- 1) We have been given very limited information regarding the Property, and have assumed buildings thereon are in a proper state of repair, and will be sold vacant and unencumbered by any leases, licenses, and/or contracts. Upon formal engagement, we will prepare a more accurate and updated valuation of the assets once we have had an opportunity to fully inspect each.
- 2) The intended development requires/envision certain encroachments or concessions on the part of neighbouring property owner(s) - especially the "Berkeley Church" property located at 315-317 Queen Street East. Serious consideration should be given to market and/or sell these properties together in order to remove some potential development "hurdles".
- 3) The Property had previously been marketed for sale on the TRREB MLS system since at least 2020, and was most recently posted on MLS by Colliers / Harvey Kalles RE with an asking price of \$34.0 Million. We should confirm the Property is not being actively marketed for sale.



Disposition Strategy & Timeline

Disposition strategy

	Price	No Price	Bid Date	No Bid Date	Max Exposure	Min Exposure
PROS	<ul style="list-style-type: none"> - Prospects appreciate pricing guidelines - Potential to generate more offers 	<ul style="list-style-type: none"> - Eliminates risk of setting price ceiling - Ensures full market value is attained - Encourages all prospects to call and ask for the price guidance 	<ul style="list-style-type: none"> - Creates a competitive environment which encourages purchasers to stretch to gain control of the asset(s) 	<ul style="list-style-type: none"> - Purchasers appreciate no Bid Date since it tends to reduce a competitive offering environment 	<ul style="list-style-type: none"> - Ensures all qualified prospects are aware of the offering - Higher level of interest and prospective offers 	<ul style="list-style-type: none"> - Targeted approach to only qualified prospects - Creates an environment of exclusivity, which prospects appreciate
CONS	<ul style="list-style-type: none"> - Risk setting price ceiling - Risk of not having purchasers submit if the price is beyond what they can pay 	<ul style="list-style-type: none"> - Some purchasers are becoming frustrated with no pricing - Purchasers have no target/ guidance 	<ul style="list-style-type: none"> - Some purchasers are becoming deterred by bid dates - Risk of not receiving as much interest 	<ul style="list-style-type: none"> - The vendor could lose out on the benefits of the competitive offering process 	<ul style="list-style-type: none"> - Doesn't provide a discreet environment to sell as the majority of the market will be aware that the property(ies) is for sale 	<ul style="list-style-type: none"> - May miss one off buyer who is willing to pay the highest amount - Lower probability of creating a competitive offering process



Recommended strategy

Upon reviewing the pros and cons of the marketing strategies listed above, and considering that the Property will attract a variety of interest from different buyer pools, we would recommend implementing the following Marketing Strategy:

- 1. Pricing** - We recommend going to the market on an unpriced basis
- 2. Offers** - Offers to be reviewed upon a set bid date
- 3. Max Exposure** - List on MLS to cast the widest net to ensure all qualified buyers are aware of the offering
- 4. Timeline** - run a 4-6 week marketing program (if court timing permits) prior to the bid date.



Pre-marketing due diligence

Prior to marketing the property, with AY's assistance, we would advise that the following actions be undertaken:

- Prepare a Confidentiality Agreement
- Prepare Vendor's form of APS
- Download, or have web-links, to relevant documents
- Gather any outstanding/required property-related documents (e.g. surveys licensing agreements, leases, etc.)
- Determine if the neighbouring Berkeley Church property can be either marketed and/or ultimately sold along with 301-311 Queen Street East given the obvious synergies and development hurdles



Create marketing materials

With the pre-marketing due diligence resources, the Team will assemble the following:

- Detailed Marketing Brochure for the Property
- E-mail Template
- Marketing Postcard
- Prepare all social media and related marketing materials
- Due Diligence Materials uploaded into a Secure Password Protected Data Room



Avoiding a potential price adjustment

While prospective purchasers are encouraged to 'stretch' in order to gain control of the Property and carry out their due diligence, Avison Young is experienced in ensuring that candidates do not simply offer a high price in order to gain control of a Property, and subsequently return with a price adjustment following their own due diligence.

Avison Young's knowledge of the Property ensures a high level of due diligence prior to the sale process commencing. The accuracy of information presented in the Property's detailed package is essential to the formulation of a supportable bid by prospective purchasers.

Disposition timeline

Our strategy is to thoroughly understand the Property, assemble due diligence materials, prepare quality marketing materials and disseminate the information to as wide an audience as possible in order to maximize proceeds and minimize deal risk. We will accomplish this through a methodical sale process, the key components of which are outlined below.

2-3 Weeks | Pre-Marketing

Pre-Marketing Due Diligence

Review of available documents, including:

- Environmental, Soil Geotechnical, etc. Reports
- Licensing Agreements and Leases
- Site Survey(s)
- Property Tax Bills
- Walking tour of the Property
- Vendor Form of Agreement of Purchase and Sale
- Title Review
- Other Sub-Consultant Reports (to be determined)

Preliminary Discussions

- Pre-market conversation with targeted investors

Finalize Marketing Material

- Detailed Investment Summary
- Online Data Room
- Finalization of Due Diligence Documentation



4-6 Weeks | Marketing

Proven 3- Staged Marketing Process

- Stage 1: Personal Introduction to target prospects
- Stage 2: Mass Marketing introduction
- Stage 3: Detailed information to qualified prospects
- Proven Process
- Confidentiality Agreement
- Access to online data room
- AY Team to meet with buyers to discuss the offering

Bid-Date

- Creates competitive bidding environment
- Bids to be received and summarized at same time
- Keeps market focused on the opportunity
- Ensures Buyers feel process is fair, open and transparent



7-8 Weeks | Negotiation/Closing

Negotiating / Due Diligence [if any] (2-4 weeks)

- Review and Summarize all offers
- Determine Short List of Proponents (if applicable)
- Set final negotiation strategy, which may include second round bids
- Assist Buyers through due diligence process (if any)

Court Approval & Closing (~5 weeks)

- Transaction management
- Assist/guide Buyer through Closing process (e.g., Court approval, Vesting Order, and Closing)
- Ensure a successful closing





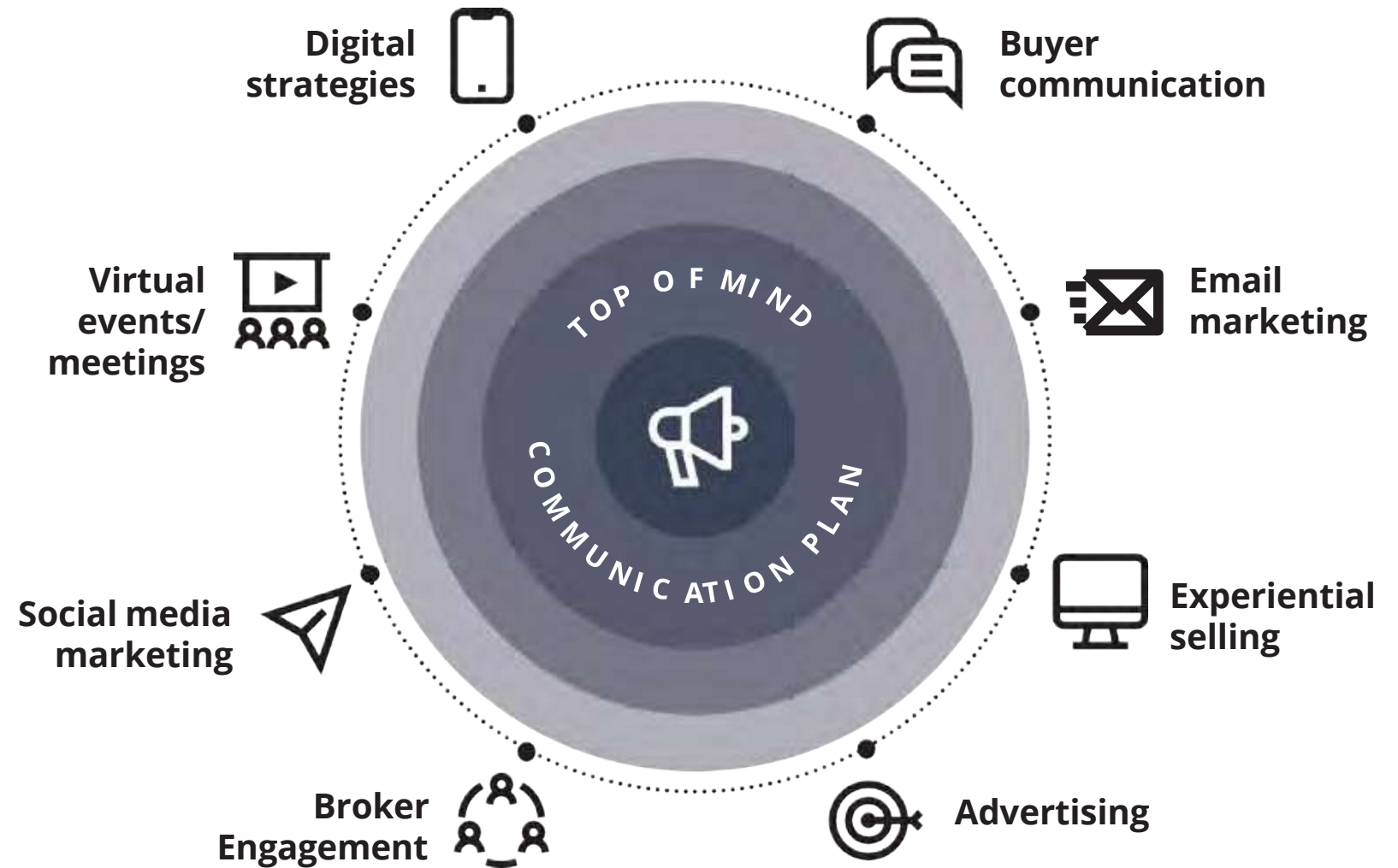
Marketing Strategy & Key Deliverables

Knowing our audience and delivering the right messaging

Our goal is to design and articulate a strategy which both maximizes the existing and potential value of the asset while mitigating additional risk or market exposure for the Receiver-Vendor, thereby establishing certainty with respect to monetization of the Property.

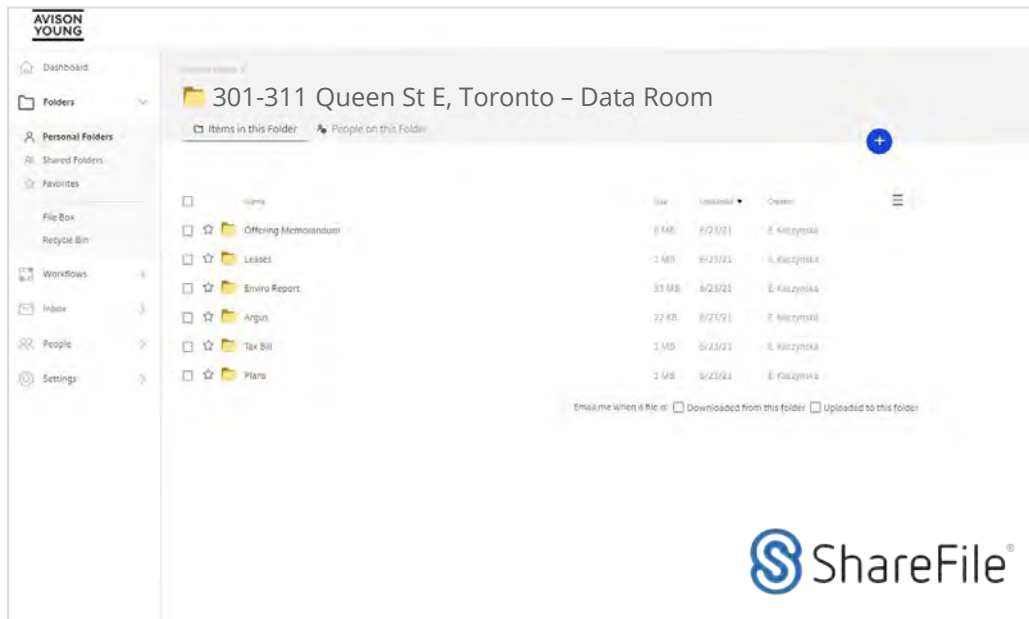
In order to achieve the highest possible value, our emphasis in marketing the asset will focus on:

1. How to best position the asset in order to maximize sale proceeds
2. Identify the target market
3. Create a competitive environment
4. Ensure transparency throughout the process

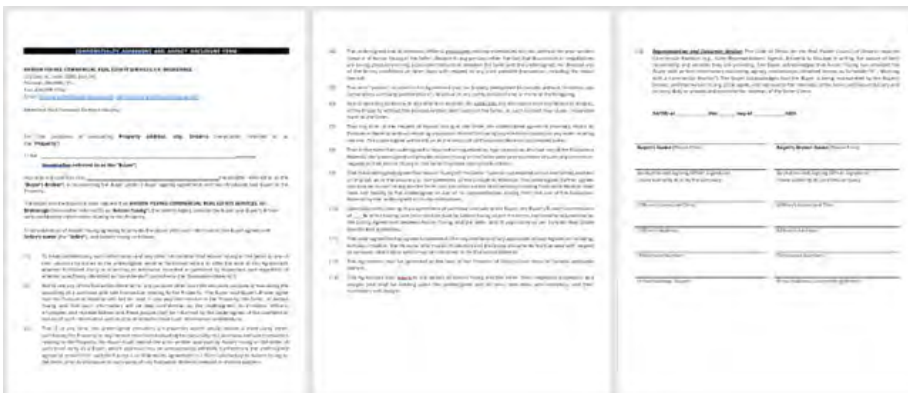


Print & Digital Marketing Tools

Confidential & Secured Data Room



Confidentiality Agreement



Brochure

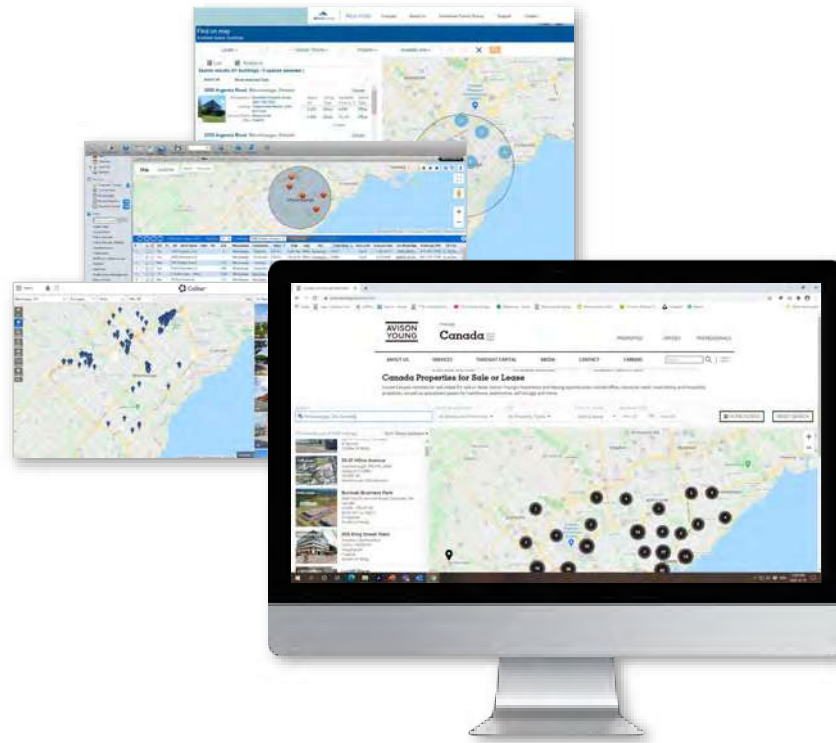


Database, Social Media, Email & Advertising

Listing databases

Online exposure on listing database platforms

- Property featured on multiple digital platforms (MLS, CoStar, LoopNet, Realtor.ca)
- Online listings on Avison Young website and central Buildout Listing Platform



Digital & print advertising

- Online promotion across all Tier 1 markets in Canada with Global & Mail website
- Exposure across national portfolio and regional webpages
- Online promotion in Business in Toronto webpages



38,000
page views per month



Email & social media marketing

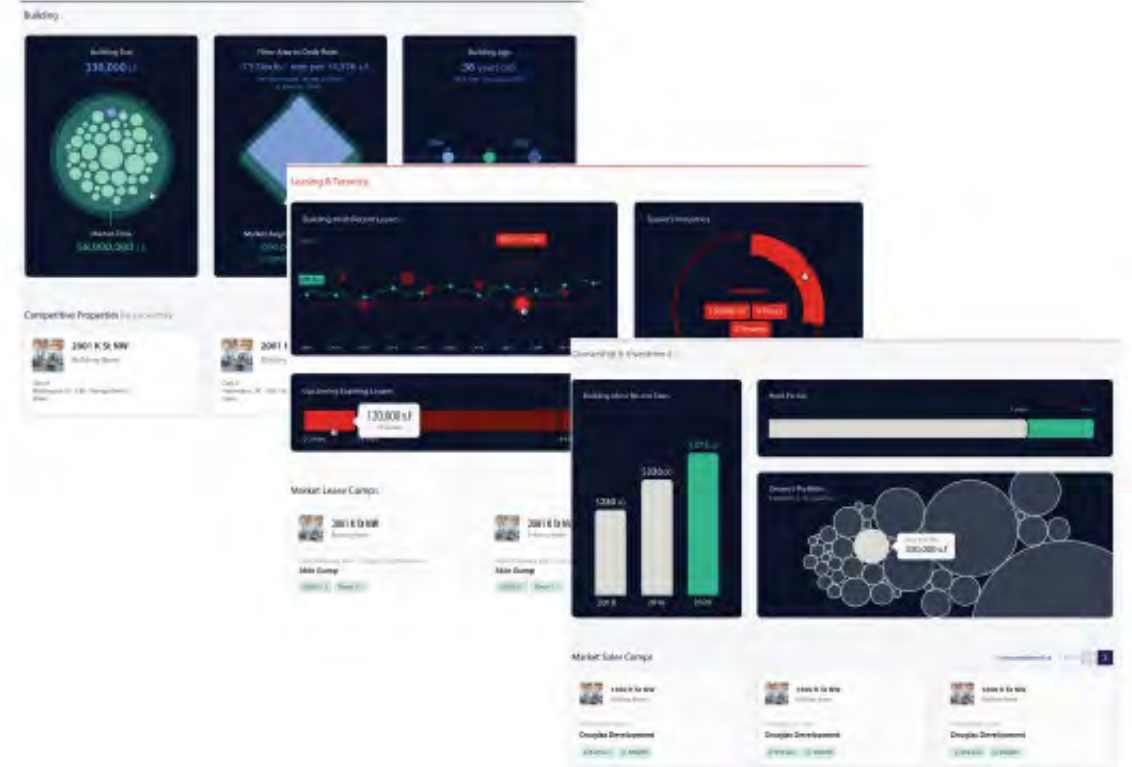
- Email distribution to all targeted potential purchasers
- Exposure on all Avison Young regional and broker social media channels



Demographic data & visualization

Avant by Avison Young

This entails using Avison Young's data Warehouse tool AVANT in order to target buyers. A data analytics program which will differentiate the opportunity and visually display key metrics Custom data engagement package tailored for interested prospects.





Potential Purchasers

Corporate Residential & Commercial Developer Clients

The advisory Team has worked with, or has established relationship with, the following major developers/builders who are active in the residential sector across the Province.



FIRST GULF



SORBARA
— group of companies —

TACC
DEVELOPMENTS



BentallGreenOak

BROCCOLINI



pri
mont



TRIDEL



Blackstone



Fernbrook
HOMES

GREAT GULF



Brookfield
Residential



COUNTRYWIDE



hullmark



Strategy & Business Terms

Strategy & business terms

Strategy

The sale of the asset will be maximized by targeting the most active and qualified buyers in the Region. Further, we will work closely with potential buyers, active Realtors and neighboring landowners to ensure maximum exposure. Given the Property's highest and best use being the LPAT approved high density residential development, we will target multiple buyer pools to ensure market saturation and exposure.

We suggest listing the asset **Unpriced**.

An aggressive marketing campaign will be utilized to raise awareness and get groups excited about the offering. Buyers to sign a Confidentiality Agreement to receive access to a secure data room which will include information on the offering, any sensitive information the Receiver wishes bidders to have. This ensures the buyer is offering on an "eyes wide open" basis which ensures they have minimal room, if any, to request a short due diligence period.

The team will run a 4-6-week marketing program prior to an established bid date to ensure potential bidders have enough time to perform any necessary pre-offer due diligence and investigations.



Listing period

Avison Young is committed to ensuring that the entire market sees the offering through maximum exposure using a 'no stone unturned' approach. The Team will prepare a detailed data room and start contacting purchasers immediately.

The listing will be posted on the Toronto Regional Real Estate Board (TRREB) for 5 months and 120 Holdover days.

Price

Listing Price: **Unpriced**

By going to market unpriced, we are asking buyers to arrive at their own pricing conclusions based on their assessment of the Property's current land uses and its potential re-development.



Proposed remuneration

██████ of purchase price, with an overall cap of ██████.

Avison Young to pay co-operating/MLS brokers ██████████ e.

Avison Young will be responsible for all marketing costs.

All fees are subject to HST as applicable.



Reporting & transparency of process

Avison Young will prepare progress updates including information on our marketing efforts, the number of initial target purchasers, and the level of response, however we are pleased to tailor this to your requirements and preferences.

Bi-weekly written progress reports;

Regular correspondence and in-person meetings to discuss prospective purchasers and market feedback;

Feedback from the prospects who have shown interest in the opportunity and/or who we have met with personally and/or have toured the asset;

Our insights into which prospects are likely to submit an offer;

Summary analysis of offers received; and

Our recommendations on how to proceed.

A close-up photograph of a person's hands typing on a laptop keyboard. The background is blurred, showing a computer monitor with some colorful elements. The text 'Distressed Sales Experience' is overlaid on a white rectangular box in the center of the image.

Distressed Sales Experience

Distressed Sales Experience



9160 BAYVIEW AVE, RICHMOND HILL **\$8,100,000 (2019) & \$10,000,000 (2020)**

Vendor: 9160 Bayview Inc.
Retained by BDO, the Advisory team listed and sold 9160 Bayview Avenue in Richmond Hill twice on behalf of the seller. The team found the buyer and had a conditional deal in place within two weeks of listing the property. The medical plaza was leased to 6 different tenants over 3 storeys with some vacant space in the lower level.



SUN PAC BLVD LAND, BRAMPTON **\$6,025,000**

Vendor: Msi SPERGEL Inc., as Court appointed Receiver
Avison Young was retained by Msi SPERGEL Inc. (Court-appointed Receiver) to market and sell the land on Sun Pac Boulevard in Brampton. The property is a 3 acre piece of undeveloped commercial land. The marketing process resulted in 4 offers and a sale price above asking.



168 OLD KENNEDY ROAD, MARKHAM **\$7,550,000**

Vendor: RSM Canada, as Court appointed Receiver
Avison Young was retained by RSM Canada as Court appointed Receiver to market and sell the land at 168 Old Kennedy Road in Markham. The property is a 1.5 acre piece of undeveloped, mixed use land. The marketing process resulted in 7 offers and the successful sale of the property.



237A & 237B ADVANCE BOULEVARD, BRAMPTON **\$5,100,000 & \$6,888,888**

Vendor: A. Farber & Partners Inc. as Court appointed Receiver
Avison Young was retained by A. Farber & Partners Inc. as Court appointed Receiver to market and sell 237A 237B Advance Boulevard in Brampton, Ontario. The properties are a 21,000 sf industrial building on 1.1 acre site and a 18,000 sf industrial building on a 0.85 acre site.



581 WELLINGTON STREET WEST, TORONTO **\$5,800,000**

Avison Young was retained by RSM Canada Limited to market and sell a 6,994 sf mixed-use property under partial renovation. Property garnered much interest and several offers were received, culminating in a fully unconditional offer being negotiated in a final round of bidding. Transaction closed in late 2019.



92 DAVIDSON STREET, BARRIE **\$3,275,000**

Vendor: Superior Court of Justice
Avison Young was retained by A. Farber & Partners Inc. via its receiver to market and sell 92 Davidson Street, located in Barrie, Ontario. The free standing industrial building and surplus land. Avison Young received multiple offers for the property, and successfully sold the property five months after going to market.



1450 GERRARD STREET EAST, TORONTO **\$2,305,000**

Vendor: RBC (Power of Sale)
Avison Young was retained by RBC (under power of sale) to market and sell 1450 Gerrard Street East in Toronto, Ontario. Multiple offers were generated by our marketing efforts, and an unconditional offer above our asking price was completed.



38 METROPOLITAN ROAD, TORONTO **\$7,200,000**

Vendor: RBC (Power of Sale)
Avison Young was retained by RBC (under power of sale) to market and sell 38 Metropolitan Rd in Toronto, Ontario. This was an extremely challenging assignment given part of the building was previously used as a commercial marijuana grow-op that caused extensive damage to the building. Our extensive experience and multifaceted marketing approach produced exceptional results including 17 offers.



25 LASKAY MILLS DRIVE **\$5,350,000**

Vendor: KSV Advisory Inc. (Court-appointed Receiver)
Avison Young was retained by KSV (Receiver) to market and sell 25 Laskay Mills Drive, a 75 acre site in King City, Ontario - a long-term potential redevelopment site that also contained a large, custom-designed 1970's vintage home, old farm house, and barns. The buyer intended to develop their own private family compound on the site. Our marketing process resulted in multiple offers, including the successful, unconditional offer.



57 MATTHEW STREET, MARMORA **\$1,400,000**

Vendor: Msi SPERGEL Inc., as Court appointed Receiver
Avison Young was retained by Msi SPERGEL Inc. via its receiver to market and sell 57 Matthew Street in Marmora, Ontario. The property is a 2,300 sf gas station and convenience store on a 1.35 acre site. The marketing process resulted in 4 offers and the successful sale of the property.

Distressed Sales Experience



2454 BAYVIEW AVENUE, TORONTO **\$7,900,000**

Vendor: Superior Court of Justice
Members of the Avison Young Capital Markets Team were retained by the Superior Court of Justice as a receiver to market and sell 2454 Bayview Avenue. The school was marketed unpriced with a specific bid date scheduled 4 weeks after taking the property to market. Avison Young received multiple offers and had a second round of bids. The property was successfully sold within the price expectations.



1491 WILSON AVENUE, 143-145 ARLINGTON AVENUE & 26 GULLIVER ROAD, TORONTO **\$20,378,000 (Total Price)**

Vendor: Private Family/Receiver
Members of the Avison Young Capital Markets Team retained by a receiver on behalf of a private family to market and sell three low rise apartment buildings. The properties were marketed unpriced as a portfolio and individually. The properties were marketed for 4 weeks with a set bid date. The three properties were sold to individual buyers within the pricing expectations.



6 MARCONI COURT, VAUGHAN **\$2,990,000**

Vendor: Bank of Montreal (Power of Sale)
Avison Young was retained by Rosen Goldberg Inc. as a receiver to market and sell 6 Marconi Court located in Caledon Ontario. The free standing industrial property was marketed priced with no specific bid date. 6 Marconi Court received multiple bids and was sold (firm) less than five months after going to market.



BLUE MOUNTAIN DEVELOPMENT LANDS, TOWN OF BLUE MOUNTAINS **\$2,200,000**

Vendor: HSBC (Power of Sale)
Avison Young was retained by HSBC via its receiver to market and sell 23 acres of land located in The Blue Mountains Ontario. The residential development land was originally part of "The Ridge Estates" subdivision and was comprised of 29 single lots. Avison Young received multiple offers for the property, and successfully sold the property to a local development company.



4231 SHEPPARD AVENUE EAST, UNIT C-1, TORONTO **\$250,000**

Vendor: Msi SPERGEL Inc., as Court appointed Receiver
Avison Young was retained by Msi SPERGEL Inc., as court-appointed receiver to market and sell 4231 Sheppard Avenue East, Unit C-1, a 960 sf commercial condo unit. The marketing process resulted in 5 offers and the successful sale of the property.

RSM PORTFOLIO

Members of the Avison Young Capital Markets Team were retained by the RSM Canada (court-appointed receiver) to market and sell five gas stations and/or car wash facilities around Ontario. The properties were marketed as a portfolio and individually. The properties were marketed for at least 4-5 weeks with a set bid date. All five of the properties were eventually sold to individual buyers, including some being unconditional offers.



SOLD & CLOSED \$3,700,000
5462 Dundas Street West, Toronto
Vendor: Superior Court of Justice
Single storey car wash facility.



SOLD & CLOSED \$2,500,000
5223 Dundas Street, Burlington
Vendor: Superior Court of Justice
Single storey car wash facility in state of partial construction.



SOLD & CLOSED \$2,500,000
591 & 595 Goderich Street, & 618 Gustavus Street, Port Elgin
Vendor: Superior Court of Justice
Vacant former Ultramar gas station, freestanding Tim Hortons pad, and 2-storey building (including 3-bedroom apartment).



SOLD & CLOSED \$850,000
633 Main Street West, Port Colborne
Vendor: Superior Court of Justice
Single storey car wash facility



SOLD & CLOSED \$1,300,000
274 Bayfield Road, Goderich
Vendor: Superior Court of Justice
Vacant former Ultramar gas station and automated car wash facility.

Distressed Sales Experience



664, 674, 692 ESSA ROAD & 320, 366 MAPLEVIEW DRIVE WEST, BARRIE
\$29,100,000

Vendor: MNP Ltd., as Court appointed Receiver
 Avison Young was retained by MNP Ltd. as a receiver to market and sell a 25.4 acre development site, situated at the prominent northeast corner of Essa Road and Mapleview Drive West in Barrie. Avison Young received multiple offers and had a second round of bids. The property received 41 signed CAs and multiple bids, which included unconditional offers – one of which was accepted. The property sold above the price expectations.



8604 & 8612 HWY 25 NORTH, MILTON
Aborted Sale

Vendor: Msi Spergel Inc., as Court appointed Receiver
 Avison Young was retained by msi Spergel Inc., as Court-appointed receiver, to market and sell an operating gas station, and abutting residential property, located in Milton. Multiple Offers were generated by the listing team, including final, second-round unconditional bids. Prior to receiving final court approval for the sale, the owner was able to refinance the property at the last minute which terminated the receivership and sale process.



88 MAIN ST W, GRIMSBY
\$3,000,000

Vendor: Msi Spergel Inc., as Court appointed Receiver
 Avison Young was retained by msi Spergel Inc., as Court-appointed receiver, to market and sell a (vacated) gas station and convenience store with on-site fast food uses, located in Grimsby. The property has generated strong interest with 25 parties signing CAs for further information.



21 AUGUSTA ST, HAMILTON
\$1,215,000

Vendor: Msi Spergel Inc., as Court appointed Receiver
 Avison Young was retained by msi Spergel Inc., as Court-appointed receiver, to market and sell a three-storey restaurant building in Hamilton. A successful marketing campaign generated plenty of interested parties and three offers.



59 ROY BLVD, BRANTFORD
\$6,000,000

Vendor: Msi Spergel Inc., as Court appointed Receiver
 Avison Young was retained by msi Spergel Inc., as Court-appointed receiver, to market and sell a 27,797 sf cannabis production facility. The marketing campaign generated 30 Cas and five offers and sold above initial valuation.



HARWOOD AVENUE LAND, AJAX, ON
Offers in hand and under review

Vendor: RSM Canada Limited, as Court appointed Receiver



5507-5509 DUNDAS ST W, TORONTO, ON
Offers in hand and under review

Vendor: BDO Canada Limited, as Court appointed Receiver



LAKEVIEW CORPORATE CENTRE, BARRIE, ON
Accepted APS in place; Court approval pending

Vendor: BDO Canada Limited, as Court appointed Receiver



203 HIGHWAY 60, HUNTSVILLE, ON
Bid Date September 14th

Vendor: Fuller Landau Group Inc., as Court appointed Receiver



1500 BIRCHMOUNT ROAD, TORONTO, ON
Bid Date October 18th

Vendor: Ernst & Young Inc., as Court appointed Receiver



0, 227, 235 KING ROAD, RICHMOND HILL, ON
Offers in hand and under review

Vendor: RSM Canada Limited, as Court appointed Receiver



Appendix

About Avison Young

Avison Young creates real economic, social, and environmental value, powered by people.

Avison Young is built on the belief that commercial real estate isn't just about the buildings and the square footage and the occupancies. At its best it's about spaces and places that improve lives and help businesses thrive for the employees, citizens and communities that make impact matter.

Our Services

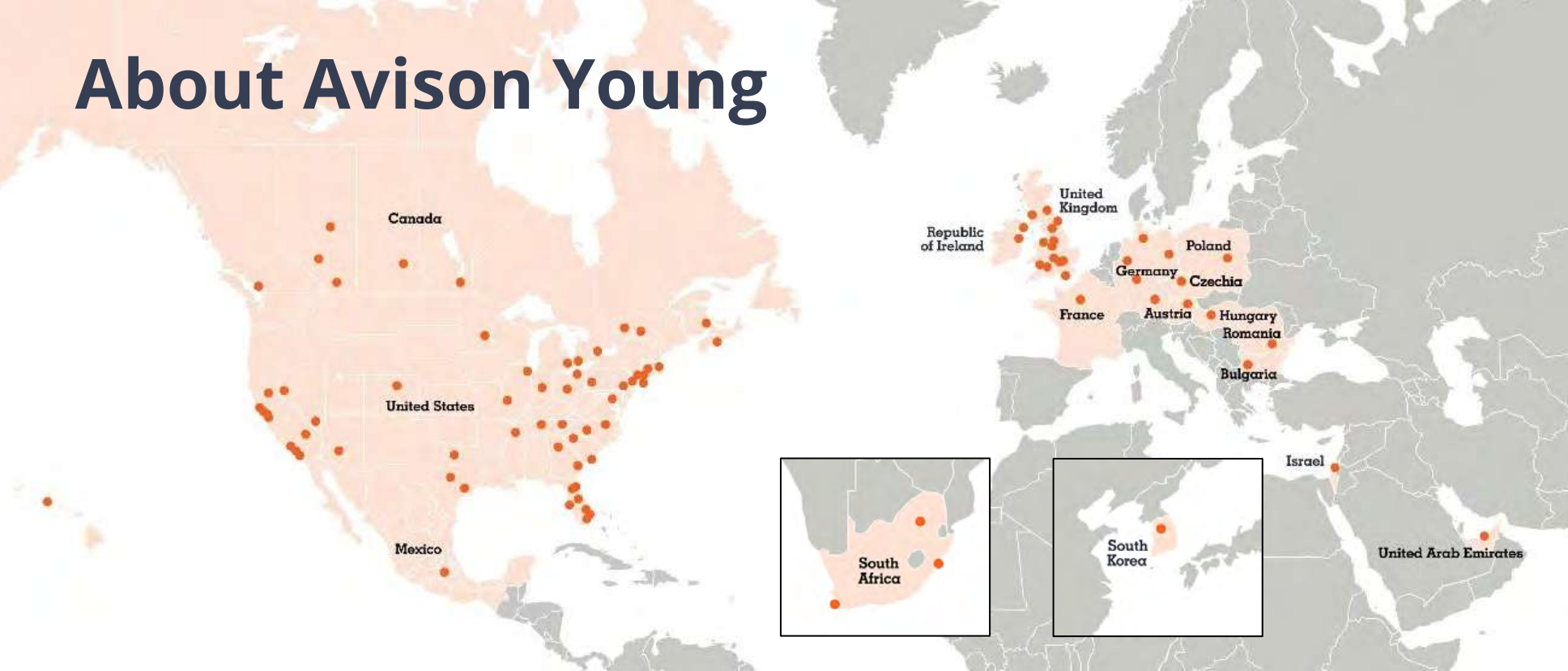


Owner/Investor Services

Occupier/Tenant Services

Owner & Occupier Services

About Avison Young



Our partnership, at work for you

As a growing and innovative challenger in global commercial real estate, Avison Young attracts the best talent in our industry. But being the best isn't just about having the best; it's also about how we work together. Our longstanding culture of collaboration, and the fact we're majority owned by a broad base of principals means our clients partner with an empowered owner who is invested in—and driven by—shared success for the long-term. Our unique ownership structure creates intelligent solutions that deliver an enhanced client experience and better results. The below image is a snapshot of how we're structured around our clients.



Founded in

1978

5,000

real estate
professionals

100+

offices

17

countries

283 msf

under property
management



Thank you.



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Ben Sykes, SIOR
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Platinum member

**AVISON
YOUNG**

APPENDIX E

DRAFT – SUBJECT TO REVISION

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the ● day of ●, 20●.

BETWEEN:

MNP Ltd., solely in its capacity as court-appointed Receiver of all of the property and assets of **James Gault Holdings Inc. (“Gault” and 1606077 Ontario Inc. (“160”)** (Gault and 160 being sometimes hereinafter referred to individually as a **“Company”** or collectively as the **“Companies”**)

and not in any other capacity and with no personal or corporate liability

(hereinafter called the **“Vendor”**)

OF THE FIRST PART

- and -

●

(hereinafter called the **“Purchaser”**)

OF THE SECOND PART

RECITALS:

Whereas:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (**the “Court”**) in court file CV-23-00700642-00CL (the **“Proceedings”**), dated the 8th day of August, 2023 (the **“Appointment Order”**), the Vendor was appointed as Receiver of all the assets, property and undertaking (the **“Assets”**) of the Companies.
- B. Pursuant to the Appointment Order, the Vendor is authorized to sell the Assets and apply for an order of the Court approving the sale of any or all of the Assets and vesting title to such Assets in the Purchaser.
- C. On ●, the Court made an order (the **“Marketing Process Order”**) approving, among other things, a marketing process (the **“Marketing Process”**) for the solicitation of offers (each, a **“Bid”**) for the purchase of the Purchased Real Property and related Purchased Assets, which Bid must include (among other things) a binding agreement of purchase and sale substantially in the form included in the Data Room.
- D. Subject to an order being issued by the Court approving the sale of the Purchased Assets (defined herein) and pursuant to the terms of this Agreement, the Purchaser has offered to purchase the Purchased Assets and the Vendor has accepted such an offer on the terms and conditions contained herein. The Purchaser acknowledges that the Vendor’s

DRAFT – SUBJECT TO REVISION

acceptance of such offer and execution of this Agreement are subject to the terms and conditions contained herein and approval of the Court of such actions.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual agreements in this Agreement, and for other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement:

“**160**” means 1606077 Ontario Inc.

“**160 Real Property**” means the lands and Building owned by 160 and known municipally as 305-311 Queen Street East Toronto, Ontario and more particularly described in Schedule F [Addenda1232373414](#);

“**317 Queen Street Property**” means the real property municipally known as 317 Queen Street East, Toronto, and legally described as denoted by PIN 21091-0082;

“**Acceptance Date**” means the date upon which this Agreement has been accepted by both parties;

“**Additional Consideration**” has the meaning set out in Schedule D hereto;

“**Adjustments**” means the adjustments to the Purchase Price made pursuant to Section 2.6 hereof;

“**Agreement**” means this agreement of purchase and sale resulting from the acceptance, by the Vendor, of the offer provided for in Section 6.15 and all Schedules attached hereto and the terms “hereof” and “hereto” refer to this Agreement as a whole and references to “**Section**” and “**subsection**” mean the relevant section or subsection of this Agreement unless the context specifically indicates otherwise;

“**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise), or Order, or any consent, exemption, approval or Authorization of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, either Company or to any of the Purchased Assets;

“**Appointment Order**” means the order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) dated the 8th day of August, 2023, appointing the Vendor as Receiver of all of the assets, property and undertaking of the Companies, including the Purchased Assets, pursuant to section 243 of the BIA and section 101 of the *Courts of Justice Act*, R.S.O 1990, c.C.43, as amended;

“**Approval Order**” means an order or orders of the Court in a form substantially in accordance with Schedule A authorizing and approving the Transaction contemplated under this Agreement (and which Order may, at the option of the Vendor, be combined, in one Order, with the Vesting Order);

DRAFT – SUBJECT TO REVISION

“Assignment of Contracts and Warranties” means the assignment and assumption agreement in respect of the Assumed Contracts and any Warranties, including an indemnity by the Purchaser in favour of the Vendor in respect of all obligations arising prior to or after the Closing Date in the form attached hereto as Schedule H;

“Assignment of KPSP Appeals” means the assignment of the exclusive right to request the Ontario Land Tribunal to allow the Purchaser to assume the KPSP Appeals.

“Assumed Contracts” means the Contracts that are legally assignable by the Vendor and which the Purchaser agrees to assume on Closing, as set out in Schedule I;

“Authorization” means any order, permit, approval, consent, waiver, licence, development agreement or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Authority having jurisdiction.

“BIA” means the *Bankruptcy and Insolvency Act* of Canada as the same may be amended from time to time;

“Building” means, collectively, the buildings and all other structures, fixtures, equipment and improvements located on either of the Lands, and which are the property of the Company that owns such Lands;

“Business Day” means a day other than a Saturday or Sunday, on which chartered banks are open for the transaction of domestic business in Toronto, Ontario;

“Chattels” means the chattels and equipment, if any, owned by the Companies located on, incorporated or situated in, on, around or upon any Building or upon the Lands, and includes all equipment, devices or any other chattels or other tangible personal property owned by the Companies and located on the Lands or in any Building and used exclusively in the operation and maintenance of the Purchased Real Property, excluding any chattels and equipment owned by persons other than the Companies;

“Claims” shall have the meaning ascribed thereto in the Vesting Order;

“Closing” means the completion of the sale to, and purchase by, the Purchaser of the Purchased Assets in accordance with the terms of this Agreement;

“Closing Date” means ten (10) Business Days after the Court grants the Approval Order and the Vesting Order or such other date as the parties hereto agree to in writing;

“Closing Document” means any document delivered at or subsequent to the Closing Time as provided in or pursuant to this Agreement;

“Closing Time” means 5:00 p.m. Toronto time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place;

“Collateral Charge” means a registrable first mortgage of the Purchased Property by the Purchaser in favour of the Vendor in the maximum principal amount of ● DOLLARS (\$●), collaterally securing the Purchaser’s obligations under the Density Increase Participation Agreement, incorporating standard charge terms no. 200033 and containing the additional terms set out in Schedule E to this Agreement.

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“Company” means either of (i) James Gault Holdings Inc. or (ii) 1606077 Ontario Inc. and **“Companies”** means James Gault Holdings Inc. and 1606077 Ontario Inc. collectively;

“Concert Real Property” means the real property known municipally as 132 Berkeley Street and legally described as denoted by PIN 21091-0091(LT) and PIN 21091-0004 (LT) to the south of the Purchased Real Property and the 317 Queen Street Property;

“Concert Settlement Agreement” means the agreement between James Gault Holdings, 1606077 Ontario Inc., 1175484 Ontario Inc. (**“117”**), Concert Real Estate Corporation and OPG132 Holdings Inc. (collectively **“Concert”**) relating to the Gault Real Property, the 160 Real Property, the 317 Queen Street Property and the Concert Real Property;

“Confidentiality Agreement” means the confidentiality agreement dated • delivered by the Purchaser in favour of the Vendor;

“Consent Certificates” means any certificates issued pursuant to section 53(42) of the Planning Act with respect to the conveyance of the Easements;

“Contracts” means the full benefit and advantage of any contracts, agreements and entitlements of the Companies related to the Purchased Real Property;

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

“Data Room” means the online virtual data room hosted by the Vendor’s Agent containing the Project Documents and other information pertaining to the Purchased Assets to which the Purchaser has been given access;

“Density Increase Participation Agreement” means the agreement to be executed and delivered on the Closing between the Vendor and the Purchaser in the form attached at Schedule D hereto;

“Deposit” means the deposit to be paid by the Purchaser pursuant to 2.4(a);

“DRA” has the meaning ascribed to it in Section 6.7;

“Easements” means, collectively, the easements affecting the Purchased Real Property, 317 Queen Street Real Property and Concert Real Property contemplated by the Concert Settlement Agreement to be conveyed by the owners of the respective servient lands as described in the Concert Settlement Agreement.

“Encumbrances” shall have the meaning ascribed to thereto in the Vesting Order;

“Excluded Assets” means all Assets except for the Purchased Assets – for greater certainty, all bank accounts of either Company and any cash on hand and cash equivalents at Closing shall not be included in the Purchased Assets;

“Gault” means James Gault Holdings Inc.

“Gault Real Property” means the lands and Building owned by Gault and known municipally as 301 Queen Street East, Toronto, Ontario and more particularly described in Schedule G;

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“**Governmental Authority**” means any domestic or foreign government whether federal, provincial, state or municipal and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;

“**HST Certificate and Indemnity**” means the HST Certificate and Indemnity in the form attached at Schedule J hereto;

“**including**” means “**including without limitation**” and the term “**including**” shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“**KPSP Appeals**” means the appeals by the Companies of the King Parliament Secondary Plan with respect to the Gault Real Property and the 160 Real Property in OLT Lead Case No. OLT-21-001024

“**Lands**” means, collectively and individually, the lands comprised in the 160 Real Property and the lands comprised in the Gault Real Property;

“**Letter of Credit**” means an irrevocable standby letter of credit issued in favour of the Vendor by a schedule I chartered Canadian bank in the principal amount of ● million dollars (\$●) collaterally securing the Purchaser’s obligations under the Density Increase Participation Agreement, with an initial term of one year, renewing automatically for successive one year terms, and providing that, in the event the issuing bank intends not to renew, the bank shall provide not less than thirty (30) days prior written notice of such intention to the Vendor allowing the full amount of the Letter of Credit to be drawn.

“**Notices of Decision**” means the notices of decision issued on June 3, 2022 by the Committee of Adjustment pursuant to section 53 of the *Planning Act* in respect of the Easements;

“**OLT**” means Ontario Land Tribunal;

“**OLT Order**” means the Order dated August 2, 2022 of the OLT approving a zoning by-law for the redevelopment of the Gault Real Property, the 160 Real Property and the 317 Queen Street Property with a contemplated 19-storey building of not more than 12,200 square metres in gross floor area pursuant to zoning By-Law 1150-2022 by order of the OLT issued August 2, 2022 in Tribunal File PL161267;

“**Order**” means any order (draft or otherwise), judgment, injunction, decree, award or writ of any court, tribunal, arbitrator, Governmental Authority, or other Person;

“**Other Party**” has the meaning ascribed to it in Section 6.8;

“**Parties**” means the Purchaser and the Vendor collectively, and “**Party**” means any one of them;

“**Permitted Encumbrances**” shall mean those encumbrances listed in Schedule D;

“**Person**” or “**person**” shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law;

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“Plans, Reports and Specifications”, means any plans, drawings, architect, planner or other consultant reports and any other reports and specifications relating to the redevelopment of the Purchased Real Property;

“Private Laneway” means the laneway adjacent to the Gault Real Property and the 160 Real Property and legally described as denoted by PIN 21091-0090 (LT);

“Project Documents” means the documents, information, reports and materials relating to the Purchase Assets which: (a) are in existence as of the Acceptance Date; (b) are in the possession and control of the Vendor as of the Acceptance Date; and (c) which have been made available to the Purchaser, by access to the Data Room or otherwise, for review and examination but excluding documents and instruments registered on title to the Purchased Real Property and other information available in the public domain. Without limiting the foregoing, the Project Documents include copies of the following:

- (a) copies of the Plans, Reports and Specifications;
- (b) copies of any building condition reports relating to the Purchased Real Property;
- (c) copies of any environmental reports relating to the Purchased Real Property;
- (d) copies of all property tax and water/sewer bills for 2022, 2023 and 2024 to date;
- (e) copies of any documentation relating to any realty tax appeals related to the Purchased Real Property;
- (f) operating, property and security manuals with respect to the Chattels, the Buildings and the fixtures and systems located within, on or under the Purchased Real Property;
- (g) copies of any Contracts;
- (h) a list of Chattels, if any;
- (i) copies of the Notices of Decision;
- (j) copies of Consent Certificates;
- (k) the Concert Settlement Agreement and other documents and agreements between the owners of the Concert Real Property and the Companies;
- (l) the OLT Order;
- (m) the Zoning By-Law;
- (n) ●; and
- (o) ●.

“Purchase Price” means the purchase price payable for the Purchased Assets pursuant to Section 2.2 and Section 2.3;

“Purchased Assets” means, subject to the terms hereof all of the interest of the Companies in the following:

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- (p) the Gault Real Property;
- (q) the 160 Real Property;
- (r) any Assumed Contracts and Warranties, if any;
- (s) Plans, Reports and Specifications, to the extent assignable;
- (t) any Chattels, if any;
- (u) any applications for any Authorizations relating to development of the Purchased Real Property, if any; and
- (v) the right to assume KPSP Appeals, if and to the extent the KPSP Appeals have not been dismissed, and to the extent assignable.

“Purchased Real Property” means, collectively, the 160 Real Property and the Gault Real Property;

“Purchaser’s Solicitors” means the firm of ●, or such other firm or firms of solicitors as are retained by the Purchaser from time to time and written notice of which is delivered to the Vendor;

“Realty Tax Refund” has the meaning ascribed to it in Section 2.9;

“Related Person” has the meaning in the BIA;

“Statement of Adjustments” means the statement to be prepared by the Vendor setting out the Adjustments and to be delivered as contemplated by Section 3.2.1(h);

“Transaction” means the transaction of purchase and sale contemplated pursuant to this Agreement;

“Vendor’s Agent” means ●;

“Vendor’s Solicitors” means the firm of Miller Thomson LLP, or such other firm or firms of solicitors as are retained by the Vendor from time to time and written notice of which is delivered to the Purchaser;

“Vesting Order” means an order or orders of the Court in a form substantially in accordance with Schedule C ordering that right, title and interest of the Vendor in the Purchased Assets be vested in the Purchaser free and clear of any right, title or interest of either Company or of any other Claims and Encumbrances, except for Permitted Encumbrances, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, by or of all Persons; and

“Warranties” means any existing warranties and guarantees, if any, for the initial construction or subsequent additions to or upgrading of the Lands or the Building and the systems therein.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended or to any restated or successor legislation of comparable effect.

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1.3 Headings

The division of this Agreement into articles, Sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of or between the Parties.

1.6 Amendment

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

1.7 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.8 Schedules

The following Schedules form part of this Agreement:

- Schedule A - Approval Order
- Schedule B - Permitted Encumbrances
- Schedule C - Vesting Order
- Schedule D - Density Increase Participation Agreement
- Schedule E - Collateral Charge
- Schedule F - 160 Real Property
- Schedule G - Gault Real Property
- Schedule H - Assignment of Contracts and Warranties
- Schedule I - Assumed Contracts

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Schedule J - HST Certificate and Indemnity

1.9 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in Ontario (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties exclude the application of the UN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act (Ontario) as amended, replaced or re-enacted from time to time.

1.10 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to Canadian dollars.

1.11 Third Party Beneficiaries

Nothing in this Agreement or in any Closing Document is intended expressly or by implication to, or shall, confer upon any Person other than the Parties, any rights or remedies of any kind.

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale of Purchased Assets

The Vendor shall sell, assign and transfer to the Purchaser and the Purchaser shall purchase the Purchased Assets on the Closing Date pursuant to the Vesting Order and the Purchaser shall pay the Purchase Price on the Closing Date, subject to the terms and conditions contained in this Agreement.

2.2 Purchaser Acknowledgements and Agreements

The Purchaser acknowledges and agrees as follows:

- (a) the Project Documents have been made available for review by the Purchaser and its representatives;
- (b) the Vendor does not guarantee title to the Purchased Assets and the Vendor shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets except those in its possession, which have already been reviewed by the Purchaser, and the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters;
- (c) on Closing, title to the Purchased Assets shall be subject to the Permitted Encumbrances.
- (d) the Purchaser has had reasonable access to the Purchased Real Property and other Purchased Assets and conducted its own investigations and inspections of the Purchased Assets and that the Purchaser is responsible to conduct its own

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inspections and investigations of all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets;

- (e) the Purchaser has relied entirely upon its own investigation and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Assets entirely on an “as is, where is” basis as at the date hereof and as at the Closing Date at the Purchaser’s own risk and peril;
- (f) the Purchaser will accept the Purchased Assets in their state, condition and location on Closing and that the Purchaser hereby acknowledges that the Vendor has made no express or implied agreement, representations, warranties, statements or promises of any kind whatsoever, legal or conventional, as to the title, condition, area, square footage, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, outstanding work orders, deficiency notices, compliance requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations, the existence, validity, terms and conditions of any licences, permits, consents or other regulatory approvals relating to or in any way connected with the Purchased Real Property or the existence of zoning or building entitlements affecting the Purchased Real Property, the status or suitability of planning processes, appeals, rights or requirements, any environmental matter, contamination or condition (including without limitation, any remediation, containment, restoration and/or any other works related to any environmental matter, contamination, or condition, on, in, abutting, above or below the Purchased Real Property) or any other aspect or characteristic of the Property or other Purchased Assets whatsoever, or as to the compliance with any Applicable Laws affecting the Transaction, save and except as are expressly contained in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) (including sections 13, 14 and 15) do not apply to the sale of the Purchased Assets and have been waived by the Purchaser, and the Vendor, their affiliates (as defined in the *Ontario Business Corporations Act*), managers, partners, general partner, trustees, shareholders, directors, officers, employees and agents of each and any of them, and each and any of their respective heirs, successors, personal representatives, executors, trustees, successors and assigns, and all such Persons are hereby fully, finally and irrevocably released accordingly;
- (g) except as expressly set out in this Agreement, no adjustment shall be allowed to the Purchaser for any changes in condition, quality or quantity of the Purchased Assets to and including the Closing Date. Except as specifically contemplated and provided for in this Agreement, the Purchaser acknowledges that the Vendor is not required to inspect, or provide any inspection, of the Purchased Assets or any parts thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets. Nothing contained herein shall require the Vendor, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets.
- (h) any and all information relating to the Purchased Assets (including any Project Documents or any information memorandum given by the Vendor, either Company, or any other person to the Purchaser) was delivered to the Purchaser solely for the Purchaser’s convenience and there is no representation or warranty

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of any kind whatsoever made by the Vendor nor either of the Companies or any other person with respect to the accuracy or completeness of any such information. Without limiting the foregoing, it is agreed that the Vendor does not represent or warrant the accuracy and/or inaccuracy and/or the completeness or incompleteness of any such information and shall not have any liability to the Purchaser as a result of any errors or omissions in such information or any use that may be made of the information by the Purchaser. The Purchaser acknowledges and agrees that the Purchaser is solely responsible for the verification of any Project Documents or other information provided hereunder.

- (i) there is no representation whatsoever as to the presence or absence of hazardous substances on, within or under any of the Gault Real Property and/or the 160 Real Property including urea formaldehyde foam insulation and any “contaminant” within the meaning of the *Environmental Protection Act*. There is no representation or warranty, statement or promise concerning:
 - (i) the presence or absence of contaminants on, in or about the Purchased Assets;
 - (ii) the discharge of contaminants from, on, or in relation to the Purchased Assets;
 - (iii) the existence, state, nature, identity, extent or effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act* (Ontario) in relation to the Purchased Assets;
 - (iv) the existence, state, nature, kind, identity, extent or effect of any liability on the Purchaser to fulfill any obligations with respect to the environmental condition or quality of the Purchased Assets.

The Purchaser acknowledges and agrees that it accepts each Purchased Real Property and the other Purchased Assets subject to its environmental condition and any contamination, and acknowledges that the Purchaser will have no recourse against the Vendor for any such existing environmental condition or contamination;

- (j) the descriptions of any of the Purchased Assets contained in this Agreement and/or in the Schedules appended hereto are for the purposes of identification only and the Vendor is not liable for any error or omission in such Schedules, nor shall any such descriptions constitute or be deemed to be representations or warranties of the Vendor;
- (k) it shall be the Purchaser’s sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not either Company or the Vendor) to carry out the terms of this Agreement.
- (l) the Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.

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- (m) without limiting any of the foregoing or anything else contained herein, the Purchaser further acknowledges and agrees as follows:
 - (i) the Purchaser has reviewed the OLT Order and City of Toronto Zoning By-law No. 1150-2022 (OLT) and acknowledges the terms of each such document;
 - (ii) any acquisition by the Purchaser of any rights in and to the whole or any part (including any air and/or subsurface rights) in and to the 317 Queen Street Property is subject to the Purchaser entering into an agreement of purchase and sale with the vendor of the 317 Queen Street Property;
 - (iii) that the Vendor has full discretion to complete this Agreement with the Purchaser in the absence of the Purchaser entering into an agreement of purchase and sale with the vendor of the 317 Queen Street Property;
 - (iv) notwithstanding that the Company may have previously sought development approvals in respect of the Lands from applicable Governmental Authorities in conjunction and coordination with the owner of the 317 Queen Street Property, the Vendor is under no obligation whatsoever to market or sell the Purchased Assets in conjunction with a sale by the vendor of the 317 Queen Street Property, and the Vendor specifically reserves the right to sell the Purchased Assets independently of the 317 Queen Street Property;
 - (v) the Purchaser has reviewed the Concert Settlement Agreement and acknowledges and agrees that the Vendor has no liability whatsoever under or in respect of the Concert Settlement Agreement, including but not limited to any obligations relating to easements, restrictions, shared facilities or other cost-sharing agreement or any other agreement, instrument, approval or other delivery that may affect the Purchased Real Property in whole or in part, nor any liability in connection with any default or breach of or non-compliance with any of the terms of the Concert Settlement Agreement, nor any liability in the event that the Concert Settlement Agreement is not existing, valid or enforceable;
 - (vi) the Purchaser has reviewed the Notices of Decision and the Consent Certificates and acknowledges and agrees that the Vendor has no liability or obligation whatsoever under or in respect thereof;
 - (vii) the Purchaser acknowledges that it has satisfied itself with respect to any interests affecting the Private Laneway;
 - (viii) any acquisition by the Purchaser of any rights in and to any part of the Concert Real Property is subject to the Purchaser entering into an appropriate agreement with the owners of the Concert Real Property; and
 - (ix) the obligation of the Purchaser to complete the Transaction on the Closing Date is not subject to any condition relating to any of the foregoing matters nor any other condition whatsoever except as expressly set out in Section 5.1 of this Agreement.

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- (n) The Purchaser acknowledges and agrees that this Section 2.2 shall survive and not merge on Closing.

2.3 Purchase Price

The purchase price for the Purchased Assets (not including all applicable taxes, for which the Purchaser shall also be liable in accordance with Section 2.6) shall be ● Dollars (\$●), and the Purchase Price shall be allocated among the Purchased Assets as follows):

160 Real Property	\$
Gault Real Property	\$
●	\$
All other Purchased Assets	\$

2.4 Payment of Purchase Price

The Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) the sum of CDN \$●, which is equal to ten per cent (10%) of the Purchase Price, shall be paid by delivery of certified funds or bank draft payable to the Vendor “in Trust,” with the submission of this Agreement by the Purchaser to the Vendor and held by the Vendor, without interest, as a deposit (the “**Deposit**”) which shall be dealt with in accordance with Section 2.5; and
- (b) the balance of the Purchase Price shall be delivered to the Vendor at Closing payable in cash, by delivery of a certified cheque or bank draft or by wire transfer.

2.5 Deposit

- (a) The Deposit shall be paid by the Purchaser and held in escrow by the Vendor, until the Closing Time, at which time the Deposit shall be applied on account of the Purchase Price or as otherwise provided for in this Agreement.
- (b) If this Agreement:
 - (i) is terminated or the Closing otherwise fails to occur for any reason other than a breach by the Purchaser of its obligations under this Agreement, then the Purchaser shall be entitled to the return of the Deposit without interest within three (3) Business Days, the Purchaser shall have no recourse against the Receiver and this Agreement shall become null and void;
 - (ii) is terminated or the Closing otherwise fails to occur as a result of the breach of the Purchaser of its obligations under this Agreement, then the Vendor shall be entitled to retain the Deposit as liquidated damages, and shall be entitled to pursue all of its other rights and remedies against the Purchaser.

2.6 Adjustments

- (a) The Vendor shall endeavour to prepare and deliver to the Purchaser at least two (2) Business Days prior to the Closing Date, the Statement of Adjustments with all adjustments made as of the Closing Date. The Statement of Adjustments shall

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have annexed to it complete details of the calculations used by the Vendor to arrive at all of the debits and credits thereon. Except as aforesaid, no adjustments shall be allowed to the Purchaser for changes in the Purchased Assets from the time of acceptance of this Agreement up to and including the Closing Date. If the final cost or amount of any item that is to be adjusted cannot be determined at Closing, then the adjustment for such item shall be made at Closing on the basis of the cost or amount as estimated by the Vendor, acting reasonably, as of the Closing Date on the basis of the best evidence available at Closing as to what the final adjustment should be. The estimated adjustments as determined in accordance with this Agreement, shall, for all purposes, be a final adjustment or final adjustments and the Vendor shall be under no obligation to re-adjust any item on the Statement of Adjustments after Closing, save and except for any increase to the Purchase Price resulting from the Purchaser paying any Additional Consideration to the Vendor pursuant to the Density Increase Participation Agreement. The Closing Date shall be for the Purchaser's account both as to revenue and as to expenses.

- (b) The Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes and utilities and agrees that the Vendor, at its option, shall be entitled to make adjustment on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears. The Purchaser further covenants and agrees to deliver an irrevocable direction to the applicable Governmental Authority authorizing it to pay to the Vendor any realty tax rebate (together with interest thereon) obtained by the Vendor for the period prior to Closing, provided that in the event the Governmental Authority does not deliver such rebate directly to the Vendor, the Purchaser hereby irrevocably undertakes to deliver same to the Vendor upon either receipt or readjustment of same. This Section 2.6(b) shall survive Closing.

2.7 Density Increase Price Escalation Provision

Notwithstanding any other provision herein, it is expressly acknowledged and agreed that the Purchase Price shall be increased, and the Purchaser shall pay any Additional Consideration owing to the Vendor, in accordance with the Density Increase Participation Agreement. The Purchaser shall deliver to the Vendor on Closing as security therefor either the Collateral Charge or, at the Purchaser's option, the Letter of Credit.

2.8 Taxes

The Purchaser shall be liable for and shall pay, in addition to the Purchase Price, all federal and provincial sales taxes, land transfer taxes and any other taxes or duties payable in connection with the conveyance and transfer of the right, title and interest, if any, of the Vendor in and to the Purchased Assets (collectively, the "**Taxes**") to the Purchaser and the Purchaser undertakes and agrees to pay all such Taxes on Closing, subject to the Purchaser's right to deliver the HST Certificate and Indemnity, and provided that the Vendor and the Purchaser agree that the appropriate elections with respect to the payment of Taxes shall be made. The Purchaser shall indemnify and agrees to hold and save the Vendor harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Vendor as a result of the failure of the Purchaser to pay any of the Taxes exigible in connection with the Transaction.

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2.9 Realty Tax Refunds and Appeals

The Purchaser shall account to the Vendor for any realty tax refunds, credits, abatements or reductions received by the Purchaser (each being a “**Realty Tax Refund**”), to the extent such credits, abatements or reductions are attributable to reassessments or reductions of realty taxes for any period prior to the Closing Date. The Vendor may (but shall not be obligated to) continue any appeals with respect to any realty taxes or assessments for periods prior to the ● taxation year and shall be entitled to all Realty Tax Refunds in respect thereof in accordance with this provision. If the Vendor elects not to continue to pursue any such appeal, the Purchaser may (but shall not be obligated to) assume carriage thereof. If the Vendor has not, prior to the Closing Date, commenced an appeal for any such taxation year, the Purchaser may do so after Closing at its own expense if permitted by applicable law, provided that any increase in realty taxes resulting from appeals assumed or commenced by the Purchaser pursuant to this subsection shall, as between the Vendor and the Purchaser, be solely for the Purchaser’s account. The party having carriage of any such appeal or reassessment of realty taxes shall advise the other party of the status of any such appeal or reassessment as developments occur or upon request. No such appeal or reassessment shall be settled or compromised by the party having carriage without the prior consent of the other party, such consent not to be unreasonably withheld or delayed, if the other party would be adversely affected in any way by the outcome of the appeal or reassessment. The Vendor and the Purchaser shall jointly direct the relevant municipality to pay any Realty Tax Refunds or other amounts arising from any such appeals or reassessments of realty taxes for calendar years including and prior to ● to the Vendor and the Purchaser (as follows) who shall release and distribute such Realty Tax Refunds or other amounts firstly to the Vendor and Purchaser for reimbursement of their respective out of pocket costs (including any fee payable to any consultant) incurred in connection with such appeals, and any balance shall be paid to the Vendor. This Section 2.9 shall not merge upon but shall survive Closing.

2.10 Assumption of Liabilities

- (a) The Purchaser shall not assume and shall not be responsible for any liabilities or obligations of the Vendor or either of the Companies other than as contemplated herein (and in such latter case only, the Purchaser shall assume, and pay for, and discharge and perform all such liabilities and obligations).
- (b) The Purchaser acknowledges and agrees that it shall assume as of the Closing Date and shall pay for, and discharge and perform, the liabilities and obligations under and in connection with Permitted Encumbrances, the Assumed Contracts, any Warranties, any Authorizations and any limitations and restrictions on the use or application of any of the Purchased Assets, except only to the extent that any such liabilities and obligations are expunged and discharged by the Vesting Order.

2.11 Capacity of the Receiver

The Vendor is entering into this Agreement solely in its capacity as the Receiver of the Assets pursuant to the Appointment Order, and not in its personal or any other capacity, and the Vendor and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement or otherwise in connection with this Agreement or the Transaction. Any claim against the Vendor shall be limited to and only enforceable against the Assets then held by or available to it in its said capacity as Receiver of the Assets and shall not apply to its personal property and asset held by it in

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any other capacity. The term “Vendor” as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Real Property.

**ARTICLE 3
CLOSING**

3.1 Time and Place of Closing

The Closing shall take place at the Closing Time at the offices of the Vendor’s Solicitors, 40 King Street West, Scotia Plaza, Suite 5800, Toronto, Ontario, or at such other place as may be agreed upon by the Vendor and the Purchaser, subject to Section 6.8 hereof.

3.2 The Closing

3.2.1 Vendor’s Deliveries

On or before the Closing Date, the Vendor shall execute (where applicable) and deliver to the Purchaser or the Purchaser’s Solicitors the following:

- (a) the Receiver’s Certificate in the form appended as Schedule “A” to the Vesting Order;
- (b) the Approval Order and the Vesting Order;
- (c) a bill of sale to convey, assign and transfer the Chattels (if any), Plans, Reports and Specifications and rights to assume the KPSP Appeals to the Purchaser;
- (d) a Transfer/Deed with respect to each of:
 - (i) the Gault Real Property
 - (ii) the 160 Real Property;
- (e) the Density Increase Participation Agreement;
- (f) the Assignment of Contracts and Warranties executed by the Vendor, if applicable;
- (g) the certificate with respect to the Vendor’s representations and warranties referred to in Section 5.1.1;
- (h) the Statement of Adjustments, which the Vendor shall deliver to the Purchaser at least five Business Days prior to the Closing Date with all back-up calculations;
- (i) all master keys (and duplicate keys, if any), together with all combinations as may be applicable, for all locks in the Building which are in the Vendor’s possession or in the possession of its property manager, if any;
- (j) a direction directing that the balance of the Purchase Price; and
- (k) any other documents required by this Agreement.

3.2.2 Purchaser’s Deliveries

On the Closing Date, the Purchaser shall deliver to the Vendor or the Vendor’s Solicitors the following:

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- (a) payment of the balance of the Purchase Price in accordance with Article 2;
- (b) if applicable, a direction to Vendor with respect to the transfer of title to any of the Purchased Assets;
- (c) the Density Increase Participation Agreement and either the Collateral Charge or, if applicable, the Letter of Credit;
- (d) the Assignment of Contracts and Warranties executed by the Purchaser;
- (e) the certificate with respect to the Purchaser's representations and warranties referred to in Section 4.1;
- (f) the HST certificate and indemnity referred to in Section 3.2.3;
- (g) an acknowledgement of the Purchaser with respect to the matters set out in Section 2.2; and
- (h) any other documents required by this Agreement.

3.2.3 With respect to harmonized sales tax (“**HST**”) payable pursuant to the Excise Tax Act (Canada) (the “**Act**”), the parties covenant and agree that, if on Closing, the Purchaser is a registrant for purposes of the Act, then, to the extent provided under the Act:

- (a) the Vendor shall not collect HST from the Purchaser in respect of the Transaction and the Purchaser shall file returns and remit such HST to the applicable Authorities, when and to the extent required by the Act;
- (b) the Purchaser shall indemnify the Vendor and hold the Vendor harmless from any liability under the Act arising because of breach of the obligations of the Purchaser set out in this Section 3.2.3 or arising under the Act, together with all losses, costs and expenses resulting from such breach; and
- (c) the Purchaser shall provide a certificate and indemnity in the form set out in Schedule J on Closing confirming its HST registration number under the Act,

failing which, the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to the Transaction and the Vendor shall remit such HST to the applicable Authorities in accordance with the Act. The obligations of the Purchaser and the Vendor under this Section 3.2.3 shall not merge on, and shall survive, Closing. **[Notwithstanding the foregoing, the Purchaser shall pay, and the Vendor shall collect, on Closing any HST exigible on ●, and the price allocated to ● is as set out in Section 2.3.]**

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES**

4.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

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- (a) The Vendor has been appointed Receiver of the Companies pursuant to the Appointment Order.
- (b) The Vendor has done no act to dispose of or encumber any of the Purchased Assets.
- (c) The Vendor is not a non-resident person of Canada within the meaning of the *Income Tax Act* (Canada).
- (d) The Vendor: (i) has duly executed this Agreement and (ii) has, or will have after obtaining the Approval Order and the Vesting Order, all necessary power, authority and capacity to enter into this Agreement and the Closing Documents to which it is a party and to carry out its obligations under this Agreement and the Closing Documents to which it is or will be party to in connection with the Transaction and to perform its obligations hereunder and thereunder.
- (e) There are no outstanding options, agreements of purchase and sale or other agreements or commitments obligating the Vendor to sell any of the Purchased Assets other than this Agreement.
- (f) This Agreement has been, and each Closing Document to which the Vendor is a party will on Closing be, duly executed and delivered by the Vendor, and this Agreement constitutes, and each Closing Document to which the Vendor is a party will, on Closing, constitute, a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement:

- (a) The Purchaser is a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation. No proceedings have been taken or authorized by the Purchaser or, to the best of the Purchaser's knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.
- (b) The Purchaser has all necessary power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and the Closing Documents to which it is a party. The Purchaser has taken all corporate action necessary to authorize the execution and delivery of, and the observance and performance of, its covenants and obligations under this Agreement and the Closing Documents to which it is or shall be a party.
- (c) This Agreement has been, and each Closing Document to which the Purchaser is a party will on Closing be, duly executed and delivered by the Purchaser, and this Agreement constitutes, and each Closing Document to which the Purchaser is a party will, on Closing, constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.
- (d) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

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- (e) The Purchaser is an HST registrant under the Excise Tax Act (Canada).
- (f) Neither the execution and delivery of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under the constating documents or by-laws of the Purchaser or any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound.

4.3 Interpretation

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to, or inference from, any other statement made in a representation and warranty of such Party.

4.4 Commission

Each Party represents and warrants to each other Party that no other Party will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby because of any action taken by, or agreement or understanding reached by, that Party.

4.5 Survival Provisions

All representations, warranties, statements, covenants and agreements made by the Purchaser in this Agreement or any Closing Document shall survive the Closing indefinitely.

**ARTICLE 5
CONDITIONS PRECEDENT**

5.1 Conditions of Closing

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions precedent set out below in Section 5.1.1 through Section 5.1.5 inclusive, has been satisfied in full at or before the Closing Time.

5.1.1 Accuracy of Representations and Performance of Covenants

At the Closing Time, all of the representations and warranties of each of the Purchaser and the Vendor made in or pursuant to this Agreement shall be true and correct as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the appeal of any court order referred to herein. At the Closing Time, each of the Purchaser and the Vendor shall have observed or performed in all respects all of the obligations, covenants and agreements which it must perform at or before the Closing Time. Each of the Purchaser and the Vendor shall have received immediately prior to the Closing Time a certificate from the other certifying, to the best of its knowledge, information and belief (after due enquiry) that the conditions in this Section 5.1.1 to be satisfied by it have been satisfied.

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5.1.2 Consents, Authorizations and Registrations

All consents, approvals, Orders and authorizations of any Person or Governmental Authority (or registrations, declarations, filings or recordings with any of them), required for the Closing (other than routine post-closing notifications or filings), if any, shall have been obtained or made on or before the Closing Time.

5.1.3 Litigation

No Order shall have been entered that prohibits or restricts the Closing. Neither of the Parties, nor any of their respective directors, officers, employees, or agents, shall be a defendant or third party to or threatened with any litigation or proceedings, before any court or Governmental Authority which, in the opinion of either the Purchaser or the Vendor, acting reasonably, could prevent or restrict that Party from performing any of its obligations in this Agreement or any Closing Document, including the appeal or any threatened appeal of the Vesting Order or the Approval Order.

5.1.4 Receipt of Closing Documentation

All documentation relating to the sale and purchase of the Purchased Assets and such other Closing Documents relating to the due authorization and completion of the sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser and the Vendor of their obligations under this Agreement shall be satisfactory to each of the Purchaser, the Vendor and their respective counsel, as applicable. Each of the Purchaser and the Vendor shall have received copies of the Closing Documents and all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to each of the Purchaser, the Vendor and their respective counsel.

5.1.5 Orders

The Vendor shall have obtained the Vesting Order and the Approval Order. The Vendor shall not have received notice of appeal in respect of the Approval Order or the Vesting Order.

5.2 Waiver

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 5 which is for its benefit. No waiver by a Party or any condition, in whole or in part, shall operate as a waiver of any other condition.

5.3 Failure to Satisfy Conditions

If any condition set forth in Section 5.1 is not satisfied at the Closing Time, or if it becomes apparent that any such condition can not be satisfied at the Closing Time, the Party entitled to the benefit of such condition (the “**First Party**”) may terminate this Agreement by notice in writing to the other Party and in such event, unless the other Party can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the First Party or have not been satisfied by reason of a default by the First Party hereunder, the Parties shall be released from all obligations hereunder.

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5.4 Treatment of Project Documents

If, for any reason, the Transaction is not completed, the Purchaser shall, forthwith upon request, return to the Vendor or destroy all of the Project Documents and any other files and information made available to the Purchaser, other than electronic files which the Purchaser agrees to keep confidential.

**ARTICLE 6
GENERAL**

6.1 Non-Disclosure of Transaction

In accordance with the Confidentiality Agreement, the Purchaser agrees that (without the express written consent of the Vendor) it will not, and will cause its officers, directors, employees, representatives and advisors not to, disclose or permit to be disclosed to any Person, any information relating to the Purchase Price or any of the other terms of this Agreement, other than to the equity holders of the Purchaser and Persons solicited by the Purchaser to provide financing in connection with the Transaction (and the Purchaser shall ensure, for the benefit of the Vendor, that such parties shall treat all such information in the strictest confidence and the Purchaser shall indemnify the Vendor in that regard).

6.2 Risk of Loss

Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor, and shall thereafter be at the Purchaser's risk. Pending Closing, the Vendor will hold all insurance policies and any proceeds derived therefrom and related to the Purchased Assets in trust for the parties as their respective interests may appear and, in the event of loss or damage to the Purchased Assets occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise howsoever, the amount of such insurance proceeds paid or payable to the Vendor with respect thereto shall be applied in reduction of the Purchase Price and the transfer of the Purchased Assets to the Purchaser shall proceed in the manner described herein and without any reduction or adjustment to the Purchase Price or any other change in terms of this Agreement.

6.3 Expenses

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing any aspect of the Transaction contemplated by this Agreement, whether or not the Closing occurs, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

6.4 Time

Time is of the essence of each provision of this Agreement.

6.5 Planning Act

This Agreement is subject to compliance with the subdivision control provision of the *Planning Act* (Ontario), and this Agreement shall be effective to create an interest in the Purchased Real Property only if such provisions are complied with on or prior to the Closing Date.

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6.6 Solicitors as Agents

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor, and any tender of Closing Documents and the balance of the Purchase Price due on Closing may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

6.7 Electronic Registration

The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement substantially in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any successor version thereto, as the same may be amended by the agreement of both the Vendor's Solicitors and the Purchaser's Solicitors (the "**DRA**"), together with the requirement that the registering solicitor shall be obliged to provide the non-registering solicitor with evidence of the completion of registrations of electronic documents in the electronic registration system (the "**System**") upon the registration of the electronic documents promptly upon completion thereof. It is understood and agreed that the DRA shall outline or establish the procedures and timing for completing the Transaction, and shall be executed by both the Vendor's Solicitors and the Purchaser's Solicitors and exchanged between such solicitors (such that each solicitor has a copy of the DRA duly executed by both solicitors) by no later than one Business Day before the Closing Date. The delivery and exchange of the Closing Documents and funds, and the release thereof to the Vendor and the Purchaser, as the case may be, shall be governed by the DRA, pursuant to which the solicitor receiving any Closing Documents and/or funds will be required to hold them in escrow and will not be entitled to release them except in strict accordance with the provisions of the DRA.

6.8 Tender of Documents

Any tender of documents and money pursuant to this Agreement may be made on the Vendor or on the Purchaser or their respective solicitors, and money may be tendered by wire transfer. Notwithstanding the foregoing sentence, as the System is operative and mandatory for the Purchased Real Property, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (the "**Tendering Party**") upon the other party (the "**Other Party**") when the Tendering Party's solicitor has: (i) delivered electronically executed copies of all Closing Documents, keys, if any, and funds, if any, to the Other Party's solicitor in accordance with the provisions of this Agreement and the DRA; (ii) advised the Other Party's solicitor, in writing, that the Tendering Party is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and (iii) completed all steps required by the System in order to complete the Transaction that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Other Party's solicitor, including electronically signing the Transfer for completeness but not for release until all deliveries required hereunder have been delivered in accordance with the terms hereof) all without the necessity of personally attending upon the Other Party or the Other Party's solicitor with the aforementioned documents and without any requirement to have an independent witness evidence the foregoing.

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6.9 Notices

Any notice, demand or other communication (in this Section, a “notice”) required or permitted to be given or made hereunder shall be given in writing and addressed as follows:

(a) In the case of a notice to the Vendor, addressed to it at:

MNP Ltd., in its capacity as the Court appointed Receiver of all of the property and assets of James Gault Holdings Inc. and 1606077 Ontario Inc.
1 Adelaide Street East
Suite 1900
Toronto, Ontario
M5C 2V9

Attention: Deborah Hornbostel, Senior Vice President
Tel.: (416) 515-3885
Email: Deborah.horbostel@mnp.ca

and with a further copy to the Vendor’s Solicitors at:

Miller Thomson LLP
Barristers & Solicitors
40 King Street
Suite 5800
Toronto, ON M5H 3S1

Attention: Jeffrey C. Carhart
Tel.: (416) 595-8516
Email: jcarhart@millerthomson.com

and

Attention: David C.K. Tang
Tel.: (416) 597-6047
Email: dtang@millerthomson.com

(b) In the case of the Purchaser:

●

Attention: ●
Tel.: ●
Email: ●

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and with a further copy to the Purchaser's Solicitors at:

●

Attention: ●

Tel.: ●

Email:

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by email with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

6.10 Public Announcements / Confidentiality of Agreement

Before the Closing Date, no Party shall make any public statement or issue any press release concerning the transactions contemplated by this Agreement except as may be necessary, in the opinion of counsel to the Party making such disclosure, to comply with the requirements of all Applicable Law or in connection with the obtaining of Orders necessary for the performance of this Agreement. If any such public statement or release is so required, the Party making such disclosure shall consult with the other Parties prior to making such statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such statement or release which is satisfactory to all Parties. This Section **Error! Reference source not found.** shall not apply to the report to be made by the Vendor to the Court in connection with seeking the Approval Order and the Vesting Order. The Parties expressly acknowledge and agree that the Vendor shall seek a Sealing Order from the Court with respect to this Agreement and the Purchase Price such that certain of the terms of this Agreement shall not become public until after Closing has been fully contemplated.

6.11 Assignment

- (a) The Purchaser may not assign any or all rights or benefits under this Agreement to any Person without the Vendor's written consent;
- (b) Except as provided in Section 6.11(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

6.12 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and each Closing Document.

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6.13 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

6.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

6.15 Irrevocable Offer

This Agreement shall constitute an irrevocable offer to purchase by the Purchaser which will be open for acceptance by the Vendor until 5:00 p.m. (Eastern Time) on the ● day of ●, 20●. If this Agreement has not been fully accepted in accordance with its terms by 5:00 p.m. (Eastern Time) on the ● day of ●, 20●, such offer shall be null and void and the Purchaser shall have no obligation to the Vendor and vice versa.

IN WITNESS WHEREOF this Agreement has been executed by the Purchaser on the ● day of ●, 20●

[COMPANY NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation

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IN WITNESS WHEREOF this Agreement has been executed by MNP Ltd., solely in its capacity as the Court appointed Receiver of James Gault Holdings Inc. and 1606077 Ontario Inc. and not in any other capacity on the ● day of ●, 20●.

MNP LTD., solely in its capacity as the Court appointed Receiver of James Gault Holdings Inc. and 1606077 Ontario Inc. and not in any other capacity and with no personal or corporate liability

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation

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**SCHEDULE A
APPROVAL ORDER**

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**SCHEDULE B
PERMITTED ENCUMBRANCES**

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**SCHEDULE C
VESTING ORDER**

**SCHEDULE D
TERMS OF DENSITY INCREASE PARTICIPATION AGREEMENT**

The Density Increase Participation Agreement shall contain the following terms and conditions:

1. The following terms shall have the meanings hereinafter ascribed to them:
 - (a) **“Additional Consideration”** means an amount calculated as follows:

Additional Density (in square metres) × (\$● per square foot).
 - (b) **“Additional Density”** means the maximum gross floor area permitted on the Subject Real Property in excess of the Base GFA.
 - (c) **“Base GFA”** means 8,806 square metres.
 - (d) **“Gross Floor Area”** means the Gross Floor Area for residential uses within the meaning of City of Toronto Zoning By-law No. 1150-2022.
 - (e) **“Upzoning Event”** means a final and binding zoning by-law or minor variance that is not subject to appeal which results in the total maximum Gross Floor Area permitted on the Subject Real Property being greater than the Base GFA. For greater certainty, such proceedings shall be deemed to be final and binding notwithstanding that the site plan approval or decision or by-law requires agreements to be entered into with the City of Toronto or other governmental authority.
2. To the extent that an Upzoning Event has occurred to create Additional Density, the Purchaser shall pay to the Vendor the Additional Consideration within thirty (30) days following the date of the Upzoning Event. An Upzoning Event is deemed to be final and binding notwithstanding the fact that the lands may be subject to a holding symbol and additional conditions.
3. The Purchaser shall regularly keep the Vendor informed as to the status of any Planning Act or *Ontario Heritage Act* applications initiated by or on behalf of the Purchaser (including but not limited to any zoning by-law amendment or minor variance applications) or any actions initiated by the City of Toronto or any other government body to amend development approvals for the Subject Real Property [or the MSI Property] (including but not limited to any zoning by-law amendment) within ● days of such application being made or notice being received.
4. No payment on account of Additional Consideration shall result in the merger of the Purchaser’s obligation to make further payments in the event of a subsequent Upzoning Event.
5. Any non-payment by the Purchaser of amounts owing under the Density Increase Participation Agreement shall bear interest from the due date to the date of payment in full at the annual interest rate of fifteen per cent (15%) calculated and compounded monthly.
6. The Additional Consideration, including interest thereon owing to the Vendor from time to time, shall be collaterally secured by the Collateral Charge or, at the option of the Purchaser, by the Letter of Credit. In the event the issuer of the Letter of Credit delivers

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notice to the Vendor or the Vendor otherwise becomes aware that the issuer does not intend to renew the Letter of Credit, the Vendor shall be entitled to draw upon the Letter of Credit the full amount then secured thereby.

7. The obligations under the Density Increase Participation Agreement shall survive Closing and shall be binding upon the Purchaser and its successors and assigns for a period expiring on the earlier of (i) twenty (20) years following the Closing Date, (ii) the date of registration of a condominium corporation or corporations on the Purchased Real Property such that the entire Purchased Property is subject to a Plan or Plans of Condominium, and (iii) “if the development is a rental building, occupancy of more than the greater of 80% of the rental units or 80% of the floor area of the building. The Purchaser shall cause any purchaser or mortgagee of all or part of the Lands (other than individual condominium unit purchasers or their lenders, or any governmental or quasi-governmental conveyances) to acknowledge the provisions of the Density Increase Participation Agreement and to confirm its agreement in writing with the Vendor to be bound by the Density Increase Participation Agreement as if it were the original Purchaser and to pay Additional Consideration.
8. Any dispute as to the calculation of Additional Consideration shall be resolved by arbitration in accordance with arbitration provisions to be more particularly set out in the Density Increase Participation Agreement.
9. In the event that the Purchaser purchases the 317 Queen Street Property prior to, on or within twenty (20) years following the Closing Date, the Purchaser shall deliver written notice of the acquisition of the 317 Queen Street Property or any part thereof within five (5) Business Days following completion thereof and upon completion of such acquisition the following terms of the Density Increase Participation Agreement shall be deemed to be amended as set out below automatically, without the necessity of any further action by the Vendor or the Purchaser. Failure by the Purchaser to deliver notice of acquisition of the 317 Queen Street Property or any part thereof as contemplated herein shall not affect the obligations of the Purchaser under the Density Increase Participation Agreement, as so amended.

“1. The following terms shall have the meanings hereinafter ascribed to them:

- (a) **“Additional Density”** means the maximum gross floor area permitted on the Subject Real Property and the whole or any part of the 317 Queen Street Property acquired by the Purchaser in excess of the Base GFA.
- (b) **“Base GFA”** means 10,600 square metres.
- (c) **“Upzoning Event”** means a final and binding zoning by-law or minor variance that is not subject to appeal which results in the total maximum Gross Floor Area permitted on the Subject Real Property and the 317 Queen Street Property being greater than the Base GFA. For greater certainty, such proceedings shall be deemed to be final and binding notwithstanding that the site plan approval or decision or by-law requires agreements to be entered into with the City of Toronto or other governmental authority.

“2. To the extent that an Upzoning Event has occurred to create Additional Density, the Purchaser shall pay the Additional Consideration within thirty (30) days following the date of the Upzoning Event to the Vendor and the owner of the MSI Property in their respective proportions based upon where the Additional Density is located. An Upzoning Event is

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deemed to be final and binding notwithstanding the fact that the lands may be subject to a holding symbol and additional conditions.

“3. The Purchaser shall regularly keep the Vendor informed as to the status of any Planning Act or *Ontario Heritage Act* applications initiated by or on behalf of the Purchaser (including but not limited to any zoning by-law amendment or minor variance applications) or any actions initiated by the City of Toronto or any other government body to amend development approvals for the Subject Real Property or the 317 Queen Street Property (including but not limited to any zoning by-law amendment) within ● days of such application being made or notice being received.”

**SCHEDULE E
COLLATERAL CHARGE**

The Collateral Charge shall contain provisions relating to the following matters:

- (a) the chargor may apply to bring the charged lands under the *Land Titles Act* (Ontario) and/or *Condominium Act* (Ontario) and/or apply for plan(s) of subdivision under the *Planning Act* (Ontario) and the chargee will consent to any and all requisite applications with respect thereto;
- (b) the chargor may commence and complete servicing and/or construction thereon without being deemed to have committed waste;
- (c) provided the chargor is not in default under the Collateral Charge, the chargee shall execute and deliver, without any principal repayment and without any interest repayment hereunder and without any fee or charge, other than actual and reasonable out-of-pocket legal fees and disbursements incurred by the chargee, all consents and acknowledgments that may be reasonably required by the chargor to re-zone and/or subdivide the Purchased Property to permit the development thereof, or to register the Purchased Property under the Land Titles System pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended, and/or any other legislation as well as any consents and acknowledgments required by the chargor in connection with the entering into of any condominium agreement, site plan agreement, engineering agreement, development agreement or similar agreement with any governmental authorities and/or any public or private utilities, and the chargee shall also consent to (and postpone this Collateral Charge in favour of) any easements now or hereafter granted to any such governmental authorities and/or to any public or private utility authorities in respect of the provision of services to the Purchased Property or other lands, including but not limited to easements in connection with the installation, maintenance and/or repair or relocation of storm and sanitary sewers, gas, telephone, television, hydro-electric and water services and/or similar services (together with any easements for access and egress purposes in favour of any property adjacent to the Purchased Property), provided that the chargee shall not be responsible for any financial or other obligations incurred in connection therewith, and further provided that the charger shall pay any reasonable legal fees and disbursements incurred by the chargee in connection therewith;
- (d) provided the chargor is not in default under the Collateral Charge, the chargee shall execute and deliver, without any principal repayment, and without any interest repayment hereunder and without any fee or charge, other than actual and reasonable out-of-pocket legal fees and disbursements incurred by the chargee, such partial discharges of this Collateral Charge as may be reasonably required in connection with the giving of any road widenings, one foot reserves, daylight corners, park dedications, or other land contribution(s) to any governmental authorities, required as part of the development approval process in respect of the Purchased Property, provided that the charger shall pay any reasonable legal fees and disbursements incurred by the chargee in connection therewith;
- (e) this Collateral Charge may not be assigned by the chargee or the chargor without the express prior written consent of the other party, except that the chargee shall have the right to assign this Collateral Charge to (i) any affiliate, as such term is defined in the *Business Corporations Act* (Ontario) or its successor legislation, (ii) the City of Toronto, or (iii) to any agency, board or corporation of the City of Toronto;

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- (f) the chargee shall not be required to postpone and subordinate the Collateral Charge to any mortgage or mortgages granted by the Purchaser against the security of the Purchased Property except that the chargee agrees to postpone and subordinate, without any fee or charge other than actual and reasonable out-of-pocket legal fees and disbursements incurred by the chargee, the Collateral Charge to (i) any financing in connection with the acquisition of the Purchased Property, (ii) any bona fide construction financing, and (iii) any charge in connection with security for a Tarion deposit bond and/or any excess condominium deposit insurance (“**ECDI**”) provider, provided that (A) the loan to value ratio of the total financing secured pursuant to (i) and (ii) above does not exceed **[seventy-five percent (75%)]** of the sum of (I) the then current fair market value of the Purchased Property and (II) the reasonably expected hard and soft costs associated with the development of the Purchased Property (both as determined to the satisfaction of the lender of the financing secured pursuant to (ii) above and the chargee, acting reasonably), and (B) the amount secured pursuant to (iii) above does not exceed one hundred percent (100%) of any unit purchasers’ deposits in respect of which such Tarion or ECDI security has been obtained, satisfactory evidence of all of which shall be provided by the chargor to the chargee;
- (g) the chargee agrees, upon request, to enter a subordination and standstill agreement in favour of any lender providing the chargor’s construction financing contemplated in (f) above, which agreement shall permit the chargee to receive any amounts owing to it under the Collateral Charge so long as the chargor is not in default under such construction financing, shall provide for the chargee to execute such other documents, agreements and assurances as may be reasonably requested by such construction lender with respect to such subordination and standstill agreement, and shall otherwise be on such reasonable commercial terms for such agreements as are acceptable to the chargee and to the chargor’s construction lender, each acting reasonably.
- (h) the chargor shall pay any reasonable legal fees incurred by the chargee in dealing with requests from the chargor relating to the Collateral Charge following registration, and the chargee may require that such fees be paid in advance prior to executing any documents required by the chargor;
- (i) the Collateral Charge shall be collateral to, and secure all of the chargor’s obligations under, the Density Increase Participation Agreement, with the intent that a default under the Density Increase Participation Agreement shall constitute a default under the Collateral Charge, entitling the chargee to exercise any and all remedies available thereunder or at law;
- (j) provided the chargor is not in default under the Density Increase Participation Agreement or the Collateral Charge and subject to compliance with the *Planning Act* (Ontario) at the chargor’s expense (if applicable), the Collateral Charge shall be discharged by the chargee, without any principal or interest repayment and without any fee or charge, other than actual out-of-pocket legal fees and disbursements incurred by the chargee, from that portion of the charged lands in respect of which a condominium plan under the *Condominium Act* (Ontario) has been registered, and in such event the principal amount secured by the Collateral Charge shall be automatically partially reduced in the same proportion that the Gross Floor Area allocated to or permitted for such portion of the charged lands so discharged bears to the aggregate permitted Gross Floor Area for all the charged lands. Without limiting the generality of the foregoing, provided the chargor is not in default under the Density Increase Participation Agreement or the Collateral Charge, the chargee acknowledges and agrees that the chargor will be required to provide clear title to all arms-length purchasers of any residential units within any registered

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condominium plan and agrees to grant partial discharges for any portions of the charged lands required to be conveyed as and when necessary, and in particular shall provide in escrow to the chargor's solicitors registrable partial discharges of the Collateral Charge in respect of any such residential units no later than five (5) days prior to any scheduled closing or closings in respect of such residential units as shown on a closing list which will be provided by the chargor to the chargee no later than thirty (30) days before the scheduled closings. The chargor and chargee agree that the draft discharges to the extent possible will be prepared in bulk. The chargor shall be responsible for any reasonable out-of-pocket legal fees and disbursements incurred by the chargee in respect of such discharges; and

- (k) the principal amount secured by the Collateral Charge shall be automatically partially reduced by the amount of any Additional Consideration paid by the chargor to the chargee at the time such payments are paid to the chargee. The Collateral Charge shall be deemed to have matured on that date which is twenty (20) years following the date of registration against the charged lands, on or after which date the chargor shall be entitled to request, subject to payment of any Additional Consideration then owing to the chargee under the Density Increase Participation Agreement, a complete and registerable discharge of the Collateral Charge, and upon receipt of payment of any such Additional Consideration, or upon determination that no Additional Consideration is due and owing, the chargee shall execute and deliver a registrable discharge of the Collateral Charge and the chargor shall pay the chargee's reasonable out-of-pocket legal fees and disbursements incurred in the preparation and registration of such discharge;
- (l) paragraphs 7, 14, 18 and 23 of Standard Charge Terms No. 200033 shall be deleted from the Collateral Charge;
- (m) notwithstanding any provision of the Collateral Charge to the contrary, the chargor shall be entitled, upon delivery to the chargee of a Letter of Credit, as defined in (n) below, to a complete discharge of the Collateral Charge, the intent being that such Letter of Credit shall stand as replacement or substitute security for the chargor's obligations under the Density Increase Participation Agreement; and
- (n) Letter of Credit means an irrevocable standby letter of credit issued in favour of the chargee by a Schedule I chartered Canadian bank in the principal amount equal to the then outstanding principal amount of the Collateral Charge, collaterally securing the chargor's obligations under the Density Increase Participation Agreement, with an initial term of one year, renewing automatically for successive one year terms, and providing that, in the event the issuing bank intends not to renew, the bank shall provide not less than thirty (30) days prior written notice of such intention to the chargee allowing the full amount of the Letter of Credit to be drawn.

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**SCHEDULE F
160 REAL PROPERTY**

PT LT 41-42 PL 7A TORONTO AS IN CT118457; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, being all of PIN 21091-0081 (LT).

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**SCHEDULE G
GAULT REAL PROPERTY**

PT LT 42 PL 7A TORONTO AS IN CA424766, S/T INTEREST IN CA424766; TOGETHER WITH AN EASEMENT OVER LOTS 40-42 PLAN 7A TORONTO, EXCEPT CT47865, CA424766, CT118457, CT463889, CA400212 AS IN AT5769910; CITY OF TORONTO, being all of PIN 21091-0080 (LT).

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**SCHEDULE H
FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND WARRANTIES**

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**SCHEDULE I
ASSUMED CONTRACTS**

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**SCHEDULE J
HST CERTIFICATE AND INDEMNITY**

APPENDIX F

NON-DISCLOSURE AGREEMENT

TO: MNP Ltd, in its capacity as Court-Appointed Receiver (the “Receiver”) of the assets, undertakings, and property of 1606077 Ontario Inc. and James Gault Holdings Inc. (the “Companies” and each a “Company”)

Re: 301 Queen Street East Toronto, Ontario and 305-311 Queen Street East, Toronto, Ontario (collectively, the “Property”)

AND TO: Any Broker engaged by the Receiver (the “Broker”)

I am either a lawyer or real estate agent/broker representing a prospective purchaser, or I am a prospective purchaser of the above-noted Property.

MNP Ltd. was appointed as Receiver over all assets, undertakings and property of the Company by order of the Ontario Superior Court of Justice, Commercial List, made August 8, 2023, (the “**Receivership Order**”). In the course of carrying out duties set out in the Receivership Order, the Receiver or the Broker may furnish to us certain information concerning the Property in anticipation of a transaction involving the purchase and sale of the Property and related assets of the Companies (a “**Transaction**”) that is non-public, confidential or proprietary in nature. In consideration of such information being furnished to me/us and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), we covenant and agree as follows:

Definitions

As used herein, the following terms have the following meanings:

1. “**Representatives**” means our affiliates, subsidiaries and related entities, our directors, officers, employees, agents, representatives, financial advisors, solicitors, accountants, and professional consultants, and those of our affiliates, subsidiaries and related entities, and any other person who receives any Confidential Information from any of them.
2. “**Confidential information**” shall mean and include any and all data, business records, reports, records, supplier information, leases, studies, specifications, materials, documentation and information regarding the Property and other assets of the Companies related to the Property or in any way relating to a Transaction, disclosed to us at any time by the Receiver, the Broker or any other agent or representative of the Receiver, whether orally, electronically or in writing or otherwise, or gathered by inspection. The term “**Confidential Information**” does not include information: (i) which was publicly known, or which we are able to demonstrate was otherwise known to us on a non-confidential basis, at the time of disclosure; (ii) which subsequently becomes publicly known through no act or omission by me/us or our Representatives; or (iii) which otherwise becomes known to us, other than through disclosure: (a) by the Receiver or the

Broker; or (b) from a source known, to the best of our knowledge, to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

3. **“Business Day”** means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

Terms

1. We acknowledge that the Confidential Information contains sensitive business information about the Property and remains a valuable asset of the Companies, and is and at all times shall remain, the exclusive property of the Companies. All applicable intellectual property rights in the Confidential Information are and will remain the exclusive property of the Companies.
2. We agree that we will hold in confidence and not disclose the Confidential Information, except: (a) as may be required by law or pursuant to any regulatory or supervisory examination (in which case the provisions hereof relating to disclosure required by legal process shall apply); and (b) to our Representatives, who need to know such information in connection with any proposed Transaction and who agree to be bound by this agreement to the same extent as if they were parties hereto.
3. We agree that we will advise each of our Representatives of this agreement and of its terms, and request that each of them acknowledge in writing they agree to be bound by such terms. We shall be responsible for any breach of this agreement by us or our Representatives, and we agree, at our sole expense, to take all reasonable measures to restrain the foregoing parties from prohibited or unauthorized disclosure or use of the Confidential Information. We shall also indemnify and hold harmless the Receiver, the Broker, the Companies and their respective affiliates, directors, partners, officers, employees, agents, professional advisors, solicitors, or consultants, from any damage, cost, expense, loss, claim or other liability whatsoever relating to a breach of this agreement by us or our Representatives.
4. Except with the prior written consent of the Receiver, we will not, and will not permit any of our Representatives to directly or indirectly:
 - a. Use any of the Confidential Information other than for the purpose of preparing an Offer (an **“Offer”**) to Purchase the Property and related assets of the Companies (and we agree that no other right or license, whether expressed or implied, in the Confidential Information is granted to us or our Representatives); or,
 - b. Disclose to any person, other than in accordance with this agreement:
 - i. Any Confidential Information;

- ii. That we have requested or have received the Confidential Information;
 - iii. That we are evaluating or considering a Transaction; or,
 - iv. The contents or results of any discussions in respect of a Transaction that we may have with the Receiver or the Broker.
5. If we or any person to whom we have provided any Confidential Information in accordance with this agreement is required, pursuant to any legal process, to disclose any of the Confidential Information, then prior to any such disclosure we will promptly provide the Receiver with written notice of such requirement to the extent legally permissible, and at the request of the Receiver will co-operate with the Receiver in seeking a protective order or other appropriate remedy or assurance that confidential treatment will be afforded to the Confidential Information. If such protective order or other appropriate remedy is not obtained, we will only disclose or permit our Representatives to disclose information that is legally required to be disclosed pursuant to a written opinion from our legal counsel addressed to the Receiver.
6. We agree that money damages would not be a sufficient remedy for any breach of this agreement. In the event of a breach or threatened breach of this agreement, the Receiver shall be entitled to equitable relief, including injunction restraining any such breach or specific performance, in addition to any other rights or remedies that it may have and we agree not to oppose such injunction, specific performance or other equitable relief application.
7. We will immediately confirm upon delivery of any Offer to the Receiver or Broker, or upon notice from the Receiver and/or Broker that the time within which such an offer is to be made has expired, or at such earlier time as the Receiver or the Broker may request, that the Confidential Information in our possession has been returned or destroyed, at the Receiver's option, including copies of documents and extracts of Confidential Information produced by us or our Representatives, and we further agree that we will return to the Receiver or cause to be destroyed all other documents in our possession or control or in the possession or control of our Representatives containing or based, in whole or in part, on Confidential Information (except to the extent retention of such Confidential Information is required by us to comply with internal record retention policies, sound banking and credit practices or our customary audit requirements, in respect of which we will remain bound under this agreement). If the Receiver requires destruction of the Confidential Information, we shall provide written certification of such destruction by an authorized officer that supervised the destruction. In the event that the Receiver brings an action to enforce our obligations hereunder, we shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.
8. If no agreement to Offer is finalized with you, we acknowledge that our officers, employees, professional consultants and representatives will continue to be bound to hold the Confidential Information in confidence for a period of three years after discussions are terminated and the Confidential Information together with any copies thereof will be returned to the Receiver immediately on request in accordance with section 7 hereof.

9. We understand and acknowledge that the Receiver (including its Representatives) does not make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement when, as and if one is executed (and subject to such limitations and restrictions as may be specified in such agreement), shall have any legal effect. We agree that the Receiver shall not have any liability relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. . We also acknowledge that the Receiver reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive sales agreement with respect to the Property without prior notice to us or any other prospective purchaser. We further understand and acknowledge that MNP Ltd. is acting solely in its capacity as Receiver and has no liability in relation to any matters detailed herein.
10. Any documents or information (whether confidential or otherwise) made available to us for the purpose of evaluating the Confidential Information do not and will not constitute an offer or invitation or form the basis of any contract and no interest, licence or any right in respect of the Confidential Information, other than expressly as set out herein, is granted to us under this agreement, by implication or otherwise. Nothing in this agreement or otherwise obligates the Receiver to make any Confidential Information or disclosure available to us and the Receiver shall be entitled at any time to decline to provide or to continue to provide any Confidential Information to us.
11. The Receiver is not under any obligation to reimburse any costs and expenses which we or our Representatives may incur in connection with the discussions relating to a contemplated Transaction does not or the review of Confidential Information save as may be expressly agreed in writing.
12. Any notice required or permitted to be given under this Agreement shall be given by letter addressed Private and Confidential and sent to:

(i) in the case of the Receiver, as follows:

MNP Ltd.
1900 – 1 Adelaide Street East
Toronto, Ontario M5C 2V9
Attn: Deborah Hornbostel

(ii) in the case of the undersigned, as follows:

and personally delivered to such addresses. Any notice personally delivered as aforesaid shall be deemed to have been received on the date of delivery. Either of us may change our address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and we irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
14. It is understood and agreed that no failure or delay by the Receiver in exercising any right, power or privilege under this agreement will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege arising hereunder or under law, equity or otherwise. If any provision of this agreement is determined to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions of this agreement will not in any way be affected or impaired thereby.
15. We agree that we may not assign this Agreement nor any of its rights hereunder, whether in whole or in part.
16. In the event of a transaction being successfully completed we confirm that we and our officers, employees, professional consultants and agents are not acting on behalf of the Receiver or the Companies in such a manner as to give rise to any valid claim against the Receiver or the Companies for broker's or finder's fee or similar compensation.
17. The agreement shall enure to the benefit of and be binding upon the respective parties hereto and their successors and permitted assigns.
18. In the event of a Transaction being successfully completed we confirm that we and our officers, employees, professional consultants and agents are not acting on behalf of the Receiver or the Companies in such a manner as to give rise to any valid claim against the Receiver or the Companies for broker's or finder's fee or similar compensation.

DATED at _____, Ontario, this _____ day of _____, 2023.

APPENDIX G

**In The Matter Of The Receiverships Of
James Gault Holdings Ind & 1606077 Ontario Inc.**

**Interim Statement of Receipts & Disbursements
As At December 31, 2023**

Receipts

Advance From Secured Creditor	\$ 98,000.00
HST Refund	20,713.41
Recoverable Expenses	678.00
Interest Earned	212.85
Total Receipts	<u>119,604.26</u>

Disbursements

Property Taxes	77,497.59
Appraisal Fees	15,324.00
Insurance	9,092.52
Repairs, Maintenance and Site Inspections	3,676.48
HST Paid On Disbursements	2,795.51
Utilities and Alarm Monitoring	1,948.11
Mail Redirection	364.00
Filing Fees	150.60
	<u>110,848.81</u>

Net Receipts

\$ 8,755.45

APPENDIX H

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

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

BETWEEN

EQUITABLE BANK

Applicant

- and -

JAMES GAULT HOLDINGS INC. AND 1606077 ONTARIO INC.

Respondents

AFFIDAVIT OF DEBORAH HORNBOSTEL

(Sworn January 4, 2024)

I, **DEBORAH HORNBOSTEL**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice President with MNP Ltd. ("**MNP**"), the Court Appointed Receiver of James Gault Holdings Inc. and 1606077 Ontario Inc. and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. By Order of the Honourable Justice Cavanagh dated August 8, 2023, MNP was appointed as Receiver of the assets, undertakings and properties of the Respondents.

3. In connection with the receivership of the Respondents, fees of \$117,390.70 plus applicable HST of \$15,260.79 were incurred by MNP at its standard rates in effect at the date of its appointment to and including November 30, 2023, as provided for in MNP's summary of time charges and related detailed time dockets which provide a fair and accurate description of the services provided, appended hereto as **Exhibit "A"** to this my Affidavit. A total of 186.8 hours was expended at an effective hourly rate of \$628.43.

4. I verily believe that the hourly rates charged for the services performed are fair and reasonable in the circumstances.

5. I make this affidavit in support of a motion for, *inter alia*, approval of the MNP's fees incurred, as detailed herein, and for no other or improper purpose.

SWORN before me at the City of
Toronto, in the Province of Ontario
this 4th day of January, 2024.



Commissioner for Taking Affidavits
Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2026.

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Deborah Hornbostel CPA, CA, LIT, CIRP, CFE

**Exhibit "A" of the Affidavit of
Deborah Hornbostel
Sworn before me on this 4th day of January, 2024**



A Commissioner, Etc.

Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2026.

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
26-May-2023	Chahna Nathwani	.20	Conflict check
30-May-2023	Chahna Nathwani	.30	Set up MPM account, Opened new engagement code for recording activities
30-May-2023	Deborah Hornbostel	.20	Execute Consent to Act and send to Wojtek Jaskiewicz
06-Jun-2023	Chahna Nathwani	.20	Discussion with Deborah on website link, created a webpage
06-Jun-2023	Deborah Hornbostel	.70	Review and amend draft receivership order and provide to W. Jaskiewicz, email to J. Carhart for conflict check, arrange for website link, subsequent emails from J Carhart, update EQ team and query timing of security review
13-Jun-2023	Deborah Hornbostel	.30	mtg with J. Carhart and M. Fahiem
19-Jun-2023	Deborah Hornbostel	.70	Review Application Record, email to J. Chau and W. J. Jaskiewicz, review responses, review financial statements and court updates, reply
04-Jul-2023	Deborah Hornbostel	.20	Review and respond to email from W. Jaskiewicz
28-Jul-2023	Deborah Hornbostel	.30	Review responding affidavit of Douglas Wheler, email to J. Chau
31-Jul-2023	Deborah Hornbostel	.30	Email to J. Chau to confirm TD's receivership appointment as active, call to Katie at TD, email to EQ to request insurance status and policies.
01-Aug-2023	Deborah Hornbostel	.50	Emails with WFs team and MT team, email exchange with Y. Lai of EQ re insurance policy status
03-Aug-2023	Sheldon Title	.50	call with Henechowicz and Lem, review of Colliers brochure
03-Aug-2023	Matthew Lem	.90	Review correspondence and court materials; research on properties; discussion with S. Title; discussion with K. Furfaro re D. Wheler and Colliers involvement
03-Aug-2023	Deborah Hornbostel	.30	Review debtor's factum and circulate to team
04-Aug-2023	Sheldon Title	.70	emails with Henechowicz/Hornbostel on PR's factum; calls with Lem on planning considerations
04-Aug-2023	Matthew Lem	2.10	Review of court materials; various discussions with S. Title; discussions with T. Bristow of Colliers; discussions with J. Chau; prepare email to J. Chau re court hearing and arguments for same;
04-Aug-2023	Deborah Hornbostel	.50	Review K. Avison appraisal, review email from M. Lem to J. Chau, email exchange with J. Chau,
05-Aug-2023	Sheldon Title	.20	emails exchanged with Matt Lem on responses re: EQ appointment
05-Aug-2023	Matthew Lem	.70	Follow-up email to J. Chau re arguments for hearing; discussion with S. Title re same;
05-Aug-2023	Deborah Hornbostel	.20	review further email from M. Lem and response from P. Cho
08-Aug-2023	Matthew Lem	3.20	Review correspondence from WeirFoulds; coordinate locksmith; discussion with Colliers re listing and entitlement analysis; discussion with CBRE re listing proposal; update discussion with D. Hornbostel; attend to taking possession of premises; various discussions with P. Cho, J. Chau and J. Larry re Order and contact details for D. Wheler; discussion with D. Wheler; call with Bell Canada re alarm system;

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
09-Aug-2023	Matthew Lem	.30	Various correspondence from CBRE and Colliers; correspondence with Spergel re coordinate a call to discuss cooperating;
09-Aug-2023	Akhil Kapoor	2.40	1) Call with Matt re new file, insurance to be verified, accountant to be contacted , books and records to be obtained, utilities to be contacted, 245-246 report to be prepared among others 2) Contacting insurance company via call and email and enquiring about insurance 3) Trying to contact the accountant and leaving voice mails 4) Glancing through the application record and court order 5) Providing update to Matt re insurance, accountant among others
09-Aug-2023	Chahna Nathwani	.40	Documents uploaded on Case website and sent confirmation to M. Lem
10-Aug-2023	Matthew Lem	1.20	Conference call with Colliers, then MSI Spergel, together with D. Hornbostel
10-Aug-2023	Akhil Kapoor	1.10	1) Call with Colliers re background information since they were involved with the company for selling the property for a couple of years 2) Call with Mukul re discussion whether to advertise combined or separately to sell the properties and a lot of other interlinked matters
10-Aug-2023	Deborah Hornbostel	1.20	Call with Colliers team, call with Mukul of Spergel
11-Aug-2023	Akhil Kapoor	1.70	1) Contacting insurance company for an update and updating Matt and Deborah about it 2) Contacting Paula (Spergel) via call and email and discussion about utilities, insurance, books and records, creditors, accountant's contact, alarm system list of events at Field house due to interlinked nature of our receivership companies with Spergel receivership of event management company 3) Updating Deborah and Matt about conversation with Paula, commencing work on 245 report and next steps 4) Receiving accountant's contact and emailing him to enquire about books and records, utilities, creditor information among others (response awaited) 5) Email comm with Paula re confirming my contact details for alarm system and confirming that none of the deposits received by Berkley were forwarded to MNP receivership companies so they are not to be considered in creditors information for our report.
11-Aug-2023	Deborah Hornbostel	1.90	Detailed review of Avison Young appraisal and court filed documents re TD receivership, meeting with M Muchanda and P. Harnett of Third Eye, update call with J. Chau, discussion with M Lem, instructions to AK re contacting Spergel team, call with K. Avison to request listing proposal, review update from AK re conversation with Spergel and respond
14-Aug-2023	Matthew Lem	1.00	Review correspondence from WeirFoulds and Miller Thomson; respond to email from A. Kapoor; discussion with D. Hornbostel; review correspondence and memo from Colliers; review previous listing agreement received from Colliers; discussion with D. Hornbostel; discussion with T. Hogan.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
14-Aug-2023	Akhil Kapoor	3.10	1) Multiple calls and emails with Paula re Alarm systems and my contact details to be added, insurance, accountant (Don) to be contacted, also enquiring about deposits and why they will be listed in 1871 Berkley list and not our receivership companies, updates from her during the day re insurance broker, alarm system set up among others 2) Calls and emails with Don Wong, the accountant, re books and records, financials of James Gault and 1606077, utilities, alarm systems, insurance policy- status and upcoming payment, alarm codes to enter the building, 3rd party assets in the building, hydro invoices and property tax statements in the building, a brief about debtors and creditors among others 3) Receipt of multiple emails and information from Don (to be reviewed and saved tomorrow) 4) Emails and calls with Matt and Deborah re insurance, alarm status among others 5) Brief update on Colliers listing proposal and commissions and glancing through their previous listing agreement and proposal submitted to us
14-Aug-2023	Chahna Nathwani	.90	reviewed application record and prepared notice and statement of receiver, forwarded to A. Kapoor
14-Aug-2023	Deborah Hornbostel	2.20	Review email updates from AK re alarms and insurance etc., review listing proposal memo from T. Bristow, email to him for further info, teleconference with him re proposed fee, review his email response, discussion with M Lem, teleconference with J. Carhart, update from Akhil re insurance and alarms, review insurance policy
15-Aug-2023	Matthew Lem	2.00	Attend site with EQ Bank and D. Hornbostel; review of records.
15-Aug-2023	Akhil Kapoor	3.20	1) Glancing through all the invoices and statements shared by Don Wong (accountant) re hydro, bell, Enbridge, exclusive fire alarm, 3rd party assets, property taxes, T2 summaries among others for the 2 companies, coordinating Don's visit to 301 Q St East with Deborah and Matt 2) Multiple emails and calls during the day with Don re above and other matters and seeking clarifications 3) Discussion with Chahna re draft 245 report structure and all utilities etc. to be called for transfer of account to MNP name, noting monthly charges among others 4) Receipt of income statement and BS (to be reviewed tomorrow) 5) Follow up with insurance broker (call and email) and sending them application record and other docs for their perusal, requesting them to advise about premium obligations for the 2 receivership companies as the previous policy was a combined one for 6 companies (monthly payment due on Aug 24 2023)
15-Aug-2023	Akhil Kapoor	1.20	1) Preparing the draft 245 report (based on an earlier version prepared by Chahna), glancing through the financials and letting Deborah know about the chequing accounts, balance receivables and secured creditors and sharing with Deborah for review and comments. 2) Discussion with Matt re alarm codes, company who manages it, list of cancelled events (followed up with Paula), door lock at 201 Q St and following up with Don Wong for it

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
15-Aug-2023	Chahna Nathwani	.70	Teams call with A. Kapoor on discussion with properties and vendors, updated documents on case website and sent confirmation email to Deborah
15-Aug-2023	Deborah Hornbostel	2.70	VM to Tim Bristow, update emails from A. K re documents and alarm codes, attend site with EQ team and ML and meet with Don for accounting info and access, review memo from J. Carhart and his real estate colleague, receipt of entered Court Order, review application record and arrange for website posting, review draft 245 notice,
16-Aug-2023	Matthew Lem	.10	Update discussion with D. Hornbostel; review correspondence.
16-Aug-2023	Akhil Kapoor	2.10	1) Discussion with Deborah re 245 notice, chequing accounts. 2) Discussion with Don re additional information on updating of TB and BS, receivables, secured creditors, chequing accounts, My CRA access, T2 returns, prepaid insurance among others
16-Aug-2023	Deborah Hornbostel	4.90	Review land registry and PPSA searches, review balance sheets provided by Don, email to Akhil re issues of concern with assets and liabilities, teleconference with Tim Bristow, email to him with Court Order to request access to data room and turnover of documents, review various emails and documents from P. Azzarillo re o/s development agreements and related expenses, email to R. Lebow re reciprocal laneway, review appraisals, email to EQ to request appraisals and alert them to costs re reciprocal laneway rights, discussion with K. Avison re listing proposal and valuation and turnover of appraisals, follow up with AK re accounting info provided by Don, draft 245/246 notice
17-Aug-2023	Akhil Kapoor	1.00	1) Brief discussion re finalization of 245 report and inclusion of unsecured creditors in schedule A 2) Follow up with Paula for list of cancelled events 3) Discussion with Insurance broker re following up for the premium bifurcation, update on policy 4)
17-Aug-2023	Chahna Nathwani	.30	Reviewed invoices submitted by the company and prepared unsecured creditor list and forwarded to A. Kapoor
17-Aug-2023	Chahna Nathwani	1.10	Revised notice as per Deborah's comments and mailed to all creditors, efiled report with OSB
17-Aug-2023	Deborah Hornbostel	1.60	Tel call with Tim Bristow re Concert agreement, email to Adrian Kozak, teleconference with Randy Lebow, review memo and creditor info from Don Wong, review and amend creditor list, approve NOR, teleconference with R. Tuzzi re site security, instructions to AK re insurance, arrange mtg with MT for tomorrow, review email from Kelly Avison
18-Aug-2023	Matthew Lem	1.20	Planning and strategy discussion with J. Carhart and D. Tang of Miller Thomson, together with D. Hornbostel
18-Aug-2023	Akhil Kapoor	.80	1) Email comm with Kat Calderon (insurance broker) re update on the policy, missing details in the revised doc shared, estimate on timing of the premium, weekly visits required among others (waiting for their response) 2) Discussion with Paula and receipt of list of

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			cancelled events along with other internet and pest control service contacts 3) Updating Matt and Deborah about the above list, additional invoices available and advising Chahna to contact Abell Pest Service also
18-Aug-2023	Deborah Hornbostel	3.90	Review email from Y. Lai re property tax searches, review statements and payment receipts and respond to provide correct balance due and payable, email to request funding for same and operating expenses, forward Concert laneway documents to team for discussion, mtg with J.Carhatt and D. Tang and ML to discuss current planning issues and go forward strategy, call with J. Chau, review email from Wojtek re property taxes, email to explain timing of amounts payable, review and forward emails from P Azzarello to MT, review email from Mor Levy of AY, email to Mike of CBRE to request listing proposal
21-Aug-2023	Akhil Kapoor	1.30	1) Discussion with Deborah re coordinating a visit to the building with Paula (Spergel) on Wednesday, reviewing books and records and other items to be found there and making a plan to vacate the property before we commence the sale process 2) Discussion with Deborah and Don (accountant) re the bank statement and other disbursements records for the last 2 years and how to find them 3) Discussion with Paula re purpose of visit this week and coordinating the same 4) Discussion with Deborah re insurance policy, status, adding MNP and EQ as loss payee and additional insured 5) Follow up with insurance company and advising them to add few details in policy, provide us premium calculation among others
21-Aug-2023	Deborah Hornbostel	2.20	Download EQ security docs from MT, review Certificate of Insurance and instructions to AK for adjustments to it, policy coverages and site visits, teleconference with Mukul, instructions to AK to meet with Paula of Spergel to review onsite records, email to M. Czestockowski re proposal, email update to J.Carhart and D. Tang to update on plans, update from AK re banking records and Spergel meeting re records, review laneway agreements and correspondence. Receipt and review of Certificates from OSB
22-Aug-2023	Akhil Kapoor	.50	1) Email comm with Paula re coordinating a visit on Wed/Thurs, update on pest control services among others 2) Discussion with Deborah re keys to the building, alarm codes among others
22-Aug-2023	Chahna Nathwani	.40	Call with TD Bank on opening new joint account, prepared forms and sent it to Deborah for approval, forwarded signed forms to TD bank
22-Aug-2023	Deborah Hornbostel	2.00	Tel call from J. Chau, voicemail to Robert Solnick of Altus, review email from D. Tang and authorize work to be undertaken, respond to emails from T. Bristow re marketing proposal process, meeting with J. Carhart and D. Tang, review email from J. Carhart re APS, review and approve bank account opening forms
23-Aug-2023	Akhil Kapoor	.20	1) Brief discussion with Chahna re status of calls with the utilities and others and scheduling a status update call tomorrow 2)

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Discussion with Paula re scheduling a meeting at 301 Q St east for tomorrow
23-Aug-2023	Chahna Nathwani	.50	called TD bank to see the joint account opening process, prepared TD forms and forwarded to D. Hornbostel for review and approval, sent forms to TD bank for opening joint account
23-Aug-2023	Deborah Hornbostel	1.60	Email to J. Chau to update on progress to date, review email from him re Receiver's certificate rate and property taxes, prepare summary of taxes schedule to explain balance payable, review responding email from J. Chau and provide him with the tax summary statements confirming last payment made
24-Aug-2023	Akhil Kapoor	2.60	1) Coordinating with Paula (Spergel) and visited the 301, 305 buildings along with the Church, meeting Pest Control person and requesting him for a quote for our building, reviewing the materials kept in the office (some drawers) with Paula, identifying documents kept in names of different companies among others. 2) Email comm with Kat Calderon (insurance) and requesting for an update on our new policy, premium, shared court order and highlighted specific clause that insurance cannot be cancelled among others 3) Brief discussion with Deborah during the day about the file, building visit and various matters 4) Detailed call with Bell (alarm company), adding my contact details for both buildings among others
24-Aug-2023	Chahna Nathwani	.10	Sent wire directions to D. Hornbostel for EQ Bank
24-Aug-2023	Deborah Hornbostel	1.00	Emails with R. Solnick of Altus, email from Y Lai re Receiver's certificate, prepare and issue, discussion with AK re site visit and f/u matters
25-Aug-2023	Deborah Hornbostel	.20	Voicemail/email exchange with Alex Manefski of Altus, email to A. Kapoor re insurance renewal clause in Order
28-Aug-2023	Akhil Kapoor	.30	1) Email comm with Insurance agent re confirmation about our policy, update from her on her communication with Douglas, her communication with Intact and expected timelines this week for the revised policy. 2) Updating Deborah about the communications with the insurance company 3) Discussion with Chahna re communication with utilities (to be continued)
28-Aug-2023	Deborah Hornbostel	.90	Respond by phone and email to email from Y Lai re Receiver Certificate wording, review email from J. Carhart, review emails from insurance broker and A. Kapoor citing RO terms etc., call to Alex of Altus to discuss air rights valuation, provide him with documentation on the project
29-Aug-2023	Akhil Kapoor	.20	1) Follow up with Paula re any update from Pest Control company and their contact details 2) Discussion re status of insurance and next steps
29-Aug-2023	Deborah Hornbostel	.90	Respond to email from T. Bristow to provide court order, email to D. Tang re valuator alternative, call to R. Purdy of Colliers for valuation proposal, emails/call with Matthew Bruchkowsky re valuation, update D. Tang

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30-Aug-2023	Akhil Kapoor	.90	1) Discussion with Pest Control company re we cannot do 1 year contracts and we need to continue the same service model which was followed prior to receivership without any increase in charges as per the Court order 2) Discussion with Deborah re site visits to be done next week and to contact Rocco tomorrow (their estimated charges) 3) Emails with Paula re Pest Control and how they are going ahead 4) Discussion re alcohol inventory to be counted and noted next week
30-Aug-2023	Deborah Hornbostel	1.40	Email to Y Lai re o/s funds transfer, review email from D. Tang re appraisal/er, receipt and review of valuation proposal from Altus, emails from M Bruchkowsky re valuations, respond and request proposal, mtg with J Carhart, various instructions to A Kapoor re inventory and site inspections, confirm receipt of EQ advance, amend Receiver Certificate and send to Y Lai to confirm receipt, review and respond to S. Keyzer of Colliers' email, prepare documentation for property tax payment processing, fwd to C. Nathwani
31-Aug-2023	Akhil Kapoor	.60	1) Discussion with Pest Control company re their charges and services, term of contract, contact details, invoicing details among others 2) Discussion with Rocco re scheduling a meeting with them to see if they can do weekly visits at 301 Q St building
31-Aug-2023	Chahna Nathwani	2.50	Preparing Ascend file, added banking information, prepared cheque requisitions for payments, processed cheques in Ascend for signing, went to bank to pay property tax
31-Aug-2023	Deborah Hornbostel	.70	Receipt and review of Collier's valuation proposal, review and approve disbursements re property taxes, fwd to J. Carhart for review, email from J. Larry requesting mtg, coordinate, locate survey and scan same, vm from J. Carhart, mtg with him and J. Larry, review email from J.Carhart to D Tang summarizing the meeting
01-Sep-2023	Akhil Kapoor	.60	1) Email communication and discussion with insurance broker and Deborah re update from Intact about insurance exclusion due to vacant building, glancing through the policy and to try to obtain quotes from other insurance brokers (commencing with First Brook) 2) Discussion with Pest control company re their monthly charges, negotiating no charge for August as service was not provided, agreeing on a 6 month contract after discussion with Deborah about it, confirming with Pest control that the charges will continue same as pre receivership without any changes.
01-Sep-2023	Deborah Hornbostel	4.20	Update call with J. Chau, review email from D. Tang re valuation proposals, email to M. Bruchkowsky for clarification, mtg with D. Tang and J. Carhart to discuss valuation needs, reconvene with M. Bruchkowsky and then separately, review emails from D. Tang re scope of valuation and concert agreement, comments from J. Carhart, review email from A. Kapoor re insurance issues, review policy on hand, email to broker for current policy, call to her to discuss coverages and Intact position re vacancy waiver, email to M

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Nitsotolis for assistance with coverage, email update to A. Kapoor and request him to obtain FCA quote, email to M Bruchkowsky for amended proposal with detailed scope and supporting documentation, query and approve pest control contract
05-Sep-2023	Akhil Kapoor	2.10	1) Email communication with First Brook regarding quotation for insurance at the Queen St properties. Receipt of forms from them and discussion with Deborah (to be continued) 2) Discussion, coordination and meeting Zubin (Pest Control) and Rocco at 301, 305 buildings, reviewing the property in detail including possible areas which are prone to theft/illegal entry, finding spots which require additional locks, discussion regarding site visits, their charges, key handovers, among others 3) Detailed discussion with Deborah re concerns on availability of insurance, alcohol inventory and how to secure it with Rocco's help, site visits to be coordinated to ensure pest control are also accompanied by us or Rocco. 4) Invoice for lock change done on the date of receivership, discussion and advising Chahna to pay it
05-Sep-2023	Deborah Hornbostel	1.70	Review and approve Lock It initial invoice, email to A Kapoor re coordination of pest control and site visits, review and respond to emails from J. Carhart re valuation and Concert, locate and provide info to M. Nitsoltolis re properties for insurance quotes, review and respond to email from E. Rowe of CBRE re leases, review draft LOE from Colliers and forward to MT team for review, review related comments from J. Carhartt and D. Tang and email to M. Burchkowsky with amendment requests, update from A. Kapoor re pest control and site visits, provide instructions, email from J Carhart re his discussion with J Larry and mtg next week
06-Sep-2023	Akhil Kapoor	.80	1) Confirming ABELL Pest for service by filling their online form, acknowledging terms and charges (after discussing with Deborah) 2) Email comm and call with Rocco for their weekly visits and discussion on charges 2) Discussion with Paula re Bell alarm system and enquiring if they found Alcohol invoices
06-Sep-2023	Deborah Hornbostel	.60	Review revised LOE from Colliers Valuation, fwd to MT team for review, f/u email to M. Nitsotolis re insurance, review responding email from J. Carhart re LOE, review and respond to email from S. Keyzer re forthcoming proposal, review response from M. Nitsotlis, review and respond to emails from J Carhart
07-Sep-2023	Akhil Kapoor	.40	1) Email comm with Rocco and Deborah re finalization of their charges and number of visits per week, also discussed if they can coordinate their visit with Pest Control guy 2) Confirmation re hand over of keys to Zubin and Rocco
07-Sep-2023	Deborah Hornbostel	1.10	Tel call from W. Rueger of CRA to review status of account filings, email to her to request opening of RT2 accounts, call to K. Calderon re insurance to request her to contact Totten, review detailed email from J Carhart re J Larry conversation and respond. further related

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			emails. Review and respond to emails from R. Tuzzi and A. Kapoor re site visits, locks and pest control
08-Sep-2023	Akhil Kapoor	.70	1) Email communication with Deborah re insurance, site visit requirements, finally able to obtain insurance through a provider 2) Discussion with Paula (Spergel) about their insurance coverage and requirements and other matters 3) Call with Zubin (pest control guy) and Rocco re next week visits and coordinating the same.
08-Sep-2023	Deborah Hornbostel	4.90	Follow ups with insurance brokers for regular coverage, prepare Firstbrook Cassie insurance survey form and vacancy form and submit for quote, review emails from J. Carhart and J. Penley's changes re comments on Colliers LOE, call from Adriana of FCA to discuss coverages, tc with K. Avison re building values and listing proposal, tc with J. Chau re proposed coverage amounts, amend and submit survey form to FCA, review listing proposal from Colliers, email to EQ bank to advise of insurance coverage being sought, update from CBRE re listing proposal status, receipt of quote from FCA, request amendment with lower values, tc with M. Nitsotolis, review options, update EQ on insurance quotes, email to M. Nitsotolis to proceed with binding coverage, email to FCA and K. Calderone to advise of acceptance of other insurance, email to M Bruchowsky to provide requested LOE changes, review email from D. Tang re Concert agreement, instructions to Akhil re reduction in site visits
10-Sep-2023	Deborah Hornbostel	.50	Review Colliers listing proposal, confirm receipt and queries to them, fwd to J. Carhart with update
11-Sep-2023	Akhil Kapoor	.30	1) Email comm with Rocco and Zubin re setting up their meeting and updating Deborah about it 2) Call with a couple of creditors re their unpaid balance and advising them to send emails 3) Call with a prospective purchaser and advising Deborah about it
11-Sep-2023	Deborah Hornbostel	2.40	Email exchange with M. Nitsotolis re insurance coverage and premiums, emails from T. Bristow re expecting information documents and respond, email from J. Carhart, email from S. Keyser and respond, review of MiT invoice, email to J. Carhart re security review status and his meeting request, tc from Y. Lai, mtg with J Carhart and D Tang re various issues, review and respond to emails from J. Carhart
13-Sep-2023	Akhil Kapoor	.20	1) Update from Rocco re visit to the Queen St East and how the pest control operation was conducted. 2) Call with Bell team about receivership proceedings and their unpaid invoices
13-Sep-2023	Deborah Hornbostel	.80	Review various emails from J. Carhart, review listing proposal from CBRE and forward to J.Carhart and D Tang
14-Sep-2023	Deborah Hornbostel	.90	Attend meeting with MT team, J. Larry, R. Lebow and A. Heisey, email exchange with J Carhart, instructions to CN re Ascend account and insurance premium payments, email from M. Nitsotolis for copy of policy coverages

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15-Sep-2023	Deborah Hornbostel	2.20	Follow up with K. Avison re listing proposal, mtg with J. Carhart and D. Tang, review and finalize Collier's valuation letter of engagement and send to M Bruchkowsky, review email from M Nitsoltolis, email to him to provide company names for policy and provide court order
18-Sep-2023	Deborah Hornbostel	.40	Review and log CRA HST correspondence and MT invoice, f/u to CN re insurance cheques
19-Sep-2023	Akhil Kapoor	.60	1) Receiving various emails from Bell on the o/s invoices pre and post bankruptcy and advising Chahna about them 2) Email comm with a creditor who had installed music system and to inform Deborah that we need to coordinate a time to return them 3) Email comm with Rocco re update on site visits this week.
19-Sep-2023	Deborah Hornbostel	.20	Emails with A. Kapoor re Bell Cda and third party items onsite
20-Sep-2023	Chahna Nathwani	.90	Updated Ascend file as per D. Hornbostel's email, prepared various cheque requisitions for disbursements, processed cheques in Ascend for esign, printed and mailed with back ups
20-Sep-2023	Deborah Hornbostel	2.80	Review of Avison Young marketing proposal, prepare summary of all three marketing proposals, email both to J. Carhart, email to M Muchanda for timing plan for discussions, review and approve various cheque requisitions
21-Sep-2023	Akhil Kapoor	.80	1) Discussion with Rocco re site visits this week and how did they go, only 1 service by Abell Pest so far. 2) Discussion with Deborah re reduction in visits required from Rocco and planning to send Upasana for the visits. Also discussed 3rd party assets and to contact Paula next week as it is their responsibility to arrange pick up of 3rd party assets. 3) Brief discussion about winterization of property and removal of water from pipes to avoid freezing.
21-Sep-2023	Deborah Hornbostel	.90	Review and respond to email from M Muchanda, review email from Solotech and provide instructions to Akhil for f/u with Berkley receiver, emails with him re winterization and site visit plans
25-Sep-2023	Akhil Kapoor	.10	Email comm with Abell Pest re their invoice (response awaited) and with Rocco about his site visit
25-Sep-2023	Deborah Hornbostel	.20	Receipt and review of CRA claim re 1606077 Ontario
26-Sep-2023	Deborah Hornbostel	.20	Review and respond to emails from Tim Bristow and J. Carhart
27-Sep-2023	Akhil Kapoor	.60	1) Email comm with Solotech re their cameras to be removed and to coordinate with Paula tomorrow about that. Requesting them to advise about the time required to remove their equipment 2) Call with Rocco re winterization of property and to request him to check the heating system and pipes next week. Also discussed Abell has provided only one service till now and to discuss with them to modify their invoice.
27-Sep-2023	Deborah Hornbostel	.30	Review email from J. Carhart, review email from Matthew of Collers re easement query, forward to D. Tang for response, review same
28-Sep-2023	Upasana Nayak	1.50	Called utility companies to obtain o/s invoices for 301, 311 and 315 Queen St properties. Directed to send emails to each utility

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			companies with court order of receivership to gain authorization over account.
28-Sep-2023	Akhil Kapoor	1.20	1) Call and emails with Melanie from Solotech regarding their proposed pick up of sound equipment, approximate time required (3 hours), affidavit to be shared and cost of 3rd party service provider who will visit the location during pick up time to be passed on to them 2) Discussion with Paula regarding their proposed visit on Oct 4 for Solotech and possibly doing an inventory count 3) Discussion with Rocco regarding visiting the premises on Oct 4 (Wed) instead of Oct 2, to advise them about Solotech and requesting their time, the cost of which is proposed to be passed on to Solotech. 4) Emails and calls with Deborah to discuss the above matters. 5) Advising Upasana to contact the utilities for their invoices.
28-Sep-2023	Deborah Hornbostel	.40	Review email from D. Tang and respond to email from Matthew of Colliers re easements, instructions to Akhil re Sohal asset removal
29-Sep-2023	Akhil Kapoor	.50	1) Discussion with Rocco and Melanie and their accountant (Solotech) about the proposed charges and timings and to finalize the arrangement next week. 2) Discussion with Upasana re calling the utilities and Bell 3) Updating Deborah about the above.
02-Oct-2023	Akhil Kapoor	1.00	1) Multiple discussions with Rocco and Melanie re Solotech's proposed visit at 311 Queen St East to pick up their equipment, coordinating the time and charges for visit 2) Discussion with Deborah and advising Chahna to prepare an invoice to be issued to Solotech tomorrow 3) Advising Upasana to prepare affidavit and release letter (to be discussed) 4) Connecting and coordinating Oct 4 visit 5) Follow up with Paula (Spergel) to check if they are doing inventory count for alcohol tomorrow.
02-Oct-2023	Deborah Hornbostel	.50	High level review of MT memo, review and respond to email from J Carhart re email to Wojtek wrt Concert Agreement and Equitable, review update from Akhil re 3rd party equipment removal plans and related costs
03-Oct-2023	Upasana Nayak	.20	Completed affidavit of reclaiming property
03-Oct-2023	Akhil Kapoor	1.00	1) Discussion with Paula re tomorrow's visit, their intention to do inventory count for alcohol and the pick up by another supplier, their validity of claim among others 2) Informing Rocco about Spergel's new updates and the proposed visit tomorrow 3) Arranging Solotech's signatures for the affidavit and the release 4) Advising Chahna to prepare and share the invoice with Solotech for payment of \$300 plus tax for tomorrow's visit
03-Oct-2023	Deborah Hornbostel	.30	Tel call from S. Keyser of Colliers
04-Oct-2023	Matthew Lem	1.10	Review memo prepared by Miller Thompson; attend virtual meeting with J. Carhart and D. Tang of Miller Thompson, together with D. Hornbostel.
04-Oct-2023	Upasana Nayak	.30	Preparing the draft release letter for third party goods

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04-Oct-2023	Upasana Nayak	.20	Follow up with rogers for utility invoices needed. Received Aug and Sept invoices. Saved to file.
04-Oct-2023	Akhil Kapoor	.80	1) Discussion with Rocco during the morning about his visit to facilitate suppliers pick up goods, release letter fire alarm and its resolution, following up with Solotech for payment among others 2) Discussion with Upasana, advising her to call utilities (to speak tomorrow to discuss updates) and to save the signed affidavit received from Solotech. 3) Updating Deborah about Paula's email to release certain goods without proper 30 day goods claim but we are allowing the release as the agreement was with Berkley events and Spergel is responsible for that. Other updates relating to the pickup and inventory count (alcohol) by Spergel
04-Oct-2023	Chahna Nathwani	.90	Teams call with A. Kapoor on 311 Queen fire pane, calls with fire company on inspection schedules, calls with Racco (present on site) on site visit of technician, updated email sent to Deborah and Akhil
04-Oct-2023	Deborah Hornbostel	2.70	Review invoices from beverage supplier and email to Akhil re it, detailed review of David Tang's memorandum, updates re fire alarm malfunction and correction status, meeting with David Tang and J. Carhart of Miller Thomson and M Lem to discuss issues and go forward plans, respond to email from Yvone Lai re status
05-Oct-2023	Upasana Nayak	.20	Prepared cheque requisitions to pay Rogers invoices
05-Oct-2023	Akhil Kapoor	.10	Call with Melanie re status of funds to be received from them and confirmation that they have picked up all their equipment
05-Oct-2023	Deborah Hornbostel	.30	Email from M Nitsotolis of St. Andrews insurance advising non receipt of premium cheques, verify mailing details and bank clearing status, respond
06-Oct-2023	Akhil Kapoor	.20	1) Discussion with Zubin re pest control services to be resumed, coordination with Rocco among others 2) Email comm with Melanie (Solotech) re extra hours on the day of pick up
06-Oct-2023	Chahna Nathwani	.30	Email sent to Reception desk on sending the receipt of cheques, called Michael N. (St. Andrews) re: insurance cheques and payment, email sent to D. Hornbostel on updates of the cheques
06-Oct-2023	Deborah Hornbostel	.30	Obtain and forward courier receipt to St. Andrews, review email from J. Carhart
11-Oct-2023	Upasana Nayak	.40	Call with Akhil to determine which utility/service providers need to be called to receive updated invoices. Looking through files to see which invoices we have received, and which utility companies need to be followed up with.
12-Oct-2023	Upasana Nayak	.70	Confirmed that Toronto Hydro was emailed about the receivership on Oct 10th. I will follow up on Oct 13th if we have not received invoices. Received Bell invoices from Akhil. Prepared cheque requisition to pay monthly charges starting Aug 8th. Prepared relating cheque in ascend.
12-Oct-2023	Akhil Kapoor	.50	1) Melanie follow up and email with their accountant for payment of our invoice 2) Discussion with Upasana re invoices received/not

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			received, current status 3) Discussion with Rocco re their visit and pest control visit yesterday
13-Oct-2023	Matthew Lem	.60	Preparation of preliminary sale options waterfall. review of materials re same.
13-Oct-2023	Akhil Kapoor	.30	1) Discussion with Upasana re update on calls with Bell, Hydro among others 2) Discussion with Pest control company re service performed on Friday, Oct 13
17-Oct-2023	Upasana Nayak	.10	Received email from Rogers inquiring about ongoing services needed for 315 Queen St. I have forwarded the email to Akhil to forward it to the correct receiver.
17-Oct-2023	Akhil Kapoor	.10	Discussion with Upasana re invoices received from Rogers which do not relate to Field House or 301 Q St East and sharing details with Paula (Spergel).
17-Oct-2023	Deborah Hornbostel	1.50	Review various emails from Colliers, Miler Thomson, review MT's October 11 memorandum, quick look at Collier's appraisal and D. Tang's initial comments thereon, tc with J Carhart, sign cheque for Smart home monitoring
18-Oct-2023	Matthew Lem	1.40	Call J. Carhart and D. Tang of Miller Thomson, together with D. Hornbostel re review issues with appraisal and next steps.
18-Oct-2023	Akhil Kapoor	.20	1)Receipt of invoice from Rocco for Sep visits and discussion with Deborah about them. Also discussed pest control visits during the month and to modify visits going forward. 2) Discussion with Upasana re her query on a service provider
18-Oct-2023	Deborah Hornbostel	2.00	Review M. Lems draft waterfall scenarios and emails from J. Carhartt, attend meeting to discuss various strategies and issues with MT team, receipt and review of Colliers invoice and Lock-it surveillance invoice
19-Oct-2023	Akhil Kapoor	.30	1)Enquiring with Rocco about winterisation program and seeking his response. Also discussed with Paula from Spergel about a few ongoing matters. 2)Discussion with Deborah re requirement for mail redirection and if any mails were found at the premises. Email comm with Rocco about it and advising Upasana to do the mail redirection.
19-Oct-2023	Deborah Hornbostel	.70	Tel call from Tim Bristow of Colliers, update MT team re potential purchaser for the Church property, review response from D. Tang re implications, review property tax assessments wrt UHT implications, email to G. Bazien for clarification due to partial residential classification, email to Akhil re mail redirection status and pick up
20-Oct-2023	Akhil Kapoor	.10	Email comm with Rocco re commencing winterization process, locked mailbox among others (to be continued on Monday)
20-Oct-2023	Deborah Hornbostel	.50	Review memos from both D. Tang and J Carhart re conversations with P. Quinn re Concert Agreement and M. Longo of the of the City of Toronto
23-Oct-2023	Akhil Kapoor	.80	1) Email communication with Rocco re their proposed plan to visit on Wednesday along with the HVAC contractor and requesting him

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			to advise if he is available on Friday to visit the premises again and also to change locks of mailbox to receive the mails received so far. 2) Emails with Deborah re mailbox at the premises and to access mails, mail redirection status and update on realtor's proposed visit on Friday, Oct 27 at 9.15 as they wish to see the field house. 3) Discussion with Upasana re mail redirection, charges, scope, duration of service among others
23-Oct-2023	Deborah Hornbostel	.40	Review voice mail from W. Rueger of CRA, save same, review various emails from D Tang and J Carhart
24-Oct-2023	Akhil Kapoor	1.20	1) Call with BELL team about the o/s invoices, asking them to share invoices via email and discussion re receivership proceedings 2) Discussion with Rocco re mailbox lock to be broken to get mails and coordinating with Upasana to pick it tomorrow from Rocco when they visit. Also discussed his availability for Friday and proposed visit by HVAC contractor tomorrow 3) Discussion with Deborah about the tour request by realtor and email comm with Tim from Colliers about the visit and connecting him with Rocco who can visit the premises at 9.30 am on Friday to facilitate the visit. 4) discussion with Upasana re status of excel tracker (in progress). 5) Updating Deborah about mailbox break tomorrow, mail redirection approval among others
24-Oct-2023	Deborah Hornbostel	.90	Review issues raised by D. Tang re the Colliers appraisal, respond to J. Carhart re approach to take with Colliers, review email from J Cau and provide update, updates from Akhil re mail redirection and retrieval of current mail, provide instructions re Colliers site request for visit
25-Oct-2023	Upasana Nayak	1.20	Coordinate pick up of mail from 305 Queen Street E location. Received call from Rocco that Geoff will contact me when there is mail to be picked up. Geoff was on site with mail to be picked up. Travelled to site to pick up mail.
25-Oct-2023	Akhil Kapoor	.60	1) Discussion with Geoff, Upasana re pick up of keys and discussion re the mails received (Enbridge and others) 2) Discussion with Upasana re revised charges for mail redirection and giving her a go ahead to do that, finalizing the addresses and addressed to and enabling her to complete the mail redirection. 3) Discussion with a Prospective purchaser (PP) and sharing Colliers opportunity document with them
25-Oct-2023	Deborah Hornbostel	.80	Review amended memorandum draft from MT to Colliers, finalize and email to M Bruchkowsky along with supplemental documents, review confirmation email from Rocco re Friday visit, approve mail redirection
26-Oct-2023	Upasana Nayak	1.00	1) Called Enbridge to put a hold on the two accounts for 301 and 311 queen st to ensure there are no service disruptions, as we are waiting for the Enbridge bankruptcy department to send us pro rata invoices. Also left a voicemail with the bankruptcy department to call me back and set up the accounts. 2) Emailed Bell regarding the

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			notice received at 301 Queen St. Notified them of the receivership and asked for pro rata invoices. 3) Followed up with Akhil regarding the bell invoices for 311 Queen St, as the mailing address is 315 Queen St and we want to ensure that the invoices are not missed. 4) Followed up with Rogers as we still have not received invoices for 301 Queen St
26-Oct-2023	Akhil Kapoor	1.20	1) Call with Rocco re winterization of property and its possibility as it would require high powered machine to remove water from pipes spread across taps in kitchen and washroom and it may be risky as it is a old building. 2) Discussion with Deborah re the above matters and status of HVAC contractor review of rooftop units (one is working and the other not working resulting in no heat on main floor) 3) Email comm with a tent supplier re their tents at the premises, sharing blank affidavit to be filled by them, requesting for timelines for pick up among others. 4) Discussion with Upasana re Bell invoices not received yet and to contact them as they have not emailed yet 5) Discussion with Paula and Upasana re certain matters incl. utility accounts 6) Activating mail redirection and payment of required charges
26-Oct-2023	Deborah Hornbostel	1.90	Email from Akhil re winterization and broken HVAC, discussion with Rocco re same, review mail from premises and CRA, instructions to and updates from Upasana re Enbridge disconnection notices, review email from J. Chau re professional fee projections, discussion with him, review accounts and provide responding email and funding request, email from M. Bruchkowsky of Colliers requesting meeting, email to MT team for timing and City mtg status update, respond to email from Emelie of CBRE re proposal, review vm from Ejima of CRA re 1606077 HST account. finalize meeting arrangements with Colliers and provide timing for City meeting
27-Oct-2023	Upasana Nayak	1.10	1) Send an email to rogers requesting post-receivership invoices for Berkeley Events, as we still have not received them. 2) Enbridge called to respond to vm. I confirmed that there is a hold on both accounts for 301 and 311 Queen St. There should be no risk of disconnection or late fees incurred on the accounts. They will try to set up the accounts as soon as they can. 3) Sent an email to Paula to clarify that they should send us any mail received for Berkeley Events and Fieldhouse, and we will forward any mail received for Berkeley Church. 4) Followed up with Bell regarding the invoice required for 311 Queen St E and informed them of the receivership. 5) Prepare cheque requisition and entry in ascend for reimbursement to Akhil regarding key duplication expenses. 6)Prepared cheque requisition for Toronto Hydro and entered entry into Ascend. Will send to Deborah for approval and signature before mailing cheque.
27-Oct-2023	Akhil Kapoor	.60	1) Discussion with Upasana on utilities, their invoices, confirmation from Paula (Spergel) that they have not received anything among

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			others 2) Email comm with Ashleigh from tent company, sharing and receipt of signed affidavit from her along with the rental agreement - discussed with Upasana and to be dealt with on Monday 3) Discussion with Deborah re winterization of property and her call with Rocco 4) Brief discussion re her call with CRA, pending HST returns for both the companies, glancing through the email (to be dealt with on Monday) 5) Follow up with Solotech for payment
27-Oct-2023	Chahna Nathwani	.10	Follow up with Solotech re: bill payment
27-Oct-2023	Deborah Hornbostel	.60	Return call to Ejima of CRA re 1606077, email to Akhil to summarize CRA o/a returns to be filed, discuss with him, review and approve disbursements
30-Oct-2023	Akhil Kapoor	.60	1)Brief discussion re quotation from Rocco about the AC unit repair (\$2k) and approving it 2)Revising the letter prepared by Upasana for mail redirection and advising her to get it signed from Deborah. 3)Confirmation of payment from Solotech 4) Discussion re filing of pre receivership HST returns by Nov 14 5) Confirmation re Abell service today for pest control
30-Oct-2023	Deborah Hornbostel	2.90	Tel call from Ejima of CRA re o/s HST returns, email update to Akhil for deadline filing date, tc from J Carhartt regarding previous bankruptcies of the debtors in 2014, attend meeting with Colliers Appraisal team and D Tang and D. Carhart, subsequent discussion with MT, review email from Upasana re Cda Post, review and sign letter re address change, receipt of quote from Mechanical re HVAC repair, fwd to EQ bank to advise, email to Rocco to approve quote repair, review and approve hydro account bills, sign cheque
31-Oct-2023	Upasana Nayak	.20	Replied to Toronto hydro regarding the amount paid and to allocate how much to each account. I mentioned we paid in full as per the invoices we received. Followed up with Bell since we have not received invoices yet.
31-Oct-2023	Deborah Hornbostel	.90	Tel call with T. Bristow, email to update J Carhart on that conversation, email to R. Ferguson to request property tax assessment review
01-Nov-2023	Upasana Nayak	.30	Prepare payment for Toronto hydro and update tracker.
01-Nov-2023	Akhil Kapoor	.20	1)Discussion re mail redirection and expenses to be paid (to discuss HST returns to be filed tomorrow)
01-Nov-2023	Deborah Hornbostel	.30	Review and approve new hydro bills, email to Rocco to review hydro usage at 301, review email from T. Hogan
02-Nov-2023	Upasana Nayak	.20	Respond to email from Enbridge bankruptcies, clarifying the difference in name on the appointment order vs the operating name on the invoices. Look through files to find supporting documentation
02-Nov-2023	Akhil Kapoor	.50	1)Discussion with Zubin re invoices received and noticing discrepancies and explaining to modify September invoice. 2)Discussion re receipt of Bell invoice and advising Upasana about it 3)Email comm with Ashleigh from tent company to resubmit their

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			affidavit was not correct and advising her about the tentative costs to remove their tent (to recover cost to be incurred for Rocco's visit proposed on Nov 21)
02-Nov-2023	Chahna Nathwani	.10	Login to TD to track the wire, updated Ascend file, sent email to A. Kapoor with confirmation
02-Nov-2023	Deborah Hornbostel	.10	Update from Rocco re hydro
06-Nov-2023	Akhil Kapoor	.40	1) Discussion re tent company's affidavit and request to remove tent and discussion with Rocco about it for the purpose of coordinating a visit next week 2) Discussion with Upasana re commencing work on HST returns
06-Nov-2023	Deborah Hornbostel	1.20	Receipt and filing of RT2 filing code/CRA correspondence, review initial property tax assessment from Robyn Ferguson and respond, review new invoice from J. Carhart to October 31 and general update, prepare updated summary of funding needs and email to J.Chau to request funds, respond to J Carhart
07-Nov-2023	Upasana Nayak	1.10	1) Saved bell alarm invoices received for 301 Queen St. Prepared cheque requisition and prepared payment in ascend. Sent to Deborah for approval. 2) Looking through documents received from Don Wong, the accountant, to determine which returns need to be filed and if RC342s require filing.
07-Nov-2023	Akhil Kapoor	1.00	1)Coordinating with Rocco and Tent company regarding scheduling their visit on Monday, Nov 13 for removal and pick up of the tent and advising Upasana to issue an invoice of \$300 plus HST to recover the costs. Reviewing the invoice and adding up the wire transfer instructions 2)Discussion with Chahna and Upasana regarding commencing work on filing HST returns, reviewing the emails received from the accountant (DON WONG) to ensure we are going through all the emails, also saving the emails from Don and advising Upasana to review them before filing NIL/other pre receivership returns.
07-Nov-2023	Deborah Hornbostel	.20	Email exchange with Robyn Ferguson, review and approve disbursement
08-Nov-2023	Matthew Lem	1.40	Call with the City of Toronto, together with Miller Thomson; follow-up with call with the Miller Thomson.
08-Nov-2023	Upasana Nayak	1.50	1) Prepare invoice for third party asset - Regal Tent - from 311 Queen premises. Save associated proof of rental agreement in folder. Send invoice along with wire details. 2) Go through emails and information provided by Don Wong. Look at notices from CRA to determine the best method to file returns.
08-Nov-2023	Deborah Hornbostel	1.50	Meeting with MT team and City of Toronto team, f/u meeting with MT team to discuss go forward plans
09-Nov-2023	Upasana Nayak	1.50	1) Prepare cheque requisition to reimburse Akhil for mail redirection costs. Prepare payment in ascend and send to Deborah for approval. 2) Prepare excel schedule to calculate HST/GST returns for pre-receivership periods still outstanding. Draft RC342 for James Gault.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Look into filing T2 for 1606077 Ontario Inc. Sent email to Akhil with my calculations and clarifications I need before filing the returns.
09-Nov-2023	Deborah Hornbostel	.40	Tel call from D Tang and J Carhart re King Parliament Secondary Plan appeal status continuance, review and approve disbursements
10-Nov-2023	Upasana Nayak	1.50	1) Email Michelle from Regal tent as a reminder to pay the invoice sent before pickup on Monday. 2) Call with Akhil to look over and discuss T2 and HST returns that need to be filed pre-receivership. Akhil provided items that need to be worked on and I will revert with updates before sending to Deborah for approval. 3) Email City of Toronto's utility and tax department to inform them of the receivership and to request updating the mailing address. 4) Corrected the calculations for HST returns and send to Akhil for review. 5) Filed NIL HST returns
10-Nov-2023	Akhil Kapoor	1.80	1) Discussion with Rocco re Monday's visit and advising about the tent company visit for 2-3 hours. 2) Communicating with the tent company, reminding them about the payment for their visit (\$339) and confirming receipt of this payment. 3) Coordinating tent company's visit and sharing Rocco's contact details 4) Discussion with Upasana re pre receivership HST returns to be filled, reviewing the returns for James Gault and the number company, reviewing the financials, advising her to file nil returns (as only expenses were insurance expenses) after Deborah's approval. 5) Advising her about RC342 forms, preparing the language for nil information and sharing with Deborah for review 6) Brief discussion re HST cancellation notice and sharing it with Deborah.
10-Nov-2023	Deborah Hornbostel	1.60	Tel call from K Avison, meeting with Robyn Ferguson and Darcy Walker re property tax assessment appeal, prepare notes and provide requested info for engagement, f/u with team re HST filings and notice to City of Toronto, review draft HST returns for pre-bankruptcy period and income statements and balances sheets, provide instructions, review and amend RC342 draft forward to Upasana
13-Nov-2023	Akhil Kapoor	.50	1) Discussion with Rocco re further expenses to be incurred at the building on account of additional repairs required for the heater (\$1500) over and above the existing budget of \$2k and advising him to share detailed report 2) Discussion re tent removal and status of the same.
13-Nov-2023	Deborah Hornbostel	.10	Update re HVAC repair
14-Nov-2023	Upasana Nayak	.30	Prepared RC342s for all years from 2014-2023 as per Deborah's approved copy, with only change being the time period. Faxed all years' forms to CRA.
14-Nov-2023	Chahna Nathwani	.10	Received call from Karen S.
14-Nov-2023	Deborah Hornbostel	.50	Review quote for additional required HVAC work and email from Rocco with explanation, discussion with him and approve additional work, update from Upasana re CRA filings, review email from J

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Carhart re his meeting with J Larry, respond and query appraisal status
15-Nov-2023	Lisa Visconti	.20	BANK REC
15-Nov-2023	Akhil Kapoor	.50	1) Discussion with Rocco about the overall expenses to be incurred for repair of AC units and approval from Deborah for \$3.6k 2) Receipt of Abell invoice for Oct'23 and requesting Deborah for approval 3) Discussion with Rocco re tent removal company. 4) Discussion with Deborah re status of the file, sale process among others 5) Discussion with Upasana re expense tracker
15-Nov-2023	Deborah Hornbostel	.30	Review of invoice from Lock it, email to AK to confirm third party recoveries, forward invoice for payment processing, review and respond to email from J Carhart re appraisal finalization, review and approve pest control invoice, review email from D. Tang and respond
16-Nov-2023	Akhil Kapoor	.20	1) Reviewing the listing proposal of Colliers on their website and sharing with Deborah to inform her that the listing is active. 2) Collection from Tent company and confirmation by Chahna
16-Nov-2023	Chahna Nathwani	.40	Prepared cheque req for Lock it Key & Security Inc. invoices, forwarded to D. Hornbostel for approval, processed cheque in Ascend for signing, printed and mailed
16-Nov-2023	Deborah Hornbostel	1.00	Review Collier's website listing, email to advise J Carhart of it, review and respond to Jeff's emails, tc from W Reuger of CRA re RC342 submissions, amend and refile for years ending Sept 30 2015-2022 via email, review email update from J Carhart, approve draft email to Colliers and arrangements for tomorrow's meeting, review and approve disbursement
17-Nov-2023	Akhil Kapoor	.20	Discussion with Rocco re site visit this week and pest control visit this week and final invoices for their inspection services last month and AC units repair services
17-Nov-2023	Deborah Hornbostel	1.70	Meetings with J. Carhart and D. Tang and then with adjacent property receiver team and debrief meeting, email to J Chau to request meeting
20-Nov-2023	Akhil Kapoor	.10	1)Brief discussion with Deborah re CRA's letter demanding back up of ITCs claimed (as they have rejected ITC of 15k) and planning to respond to them (to continue tomorrow). 2)Advising Upasana to go through the folder to find any ITC information.
20-Nov-2023	Deborah Hornbostel	.60	Review email from J Carhart re MSI meeting notes, prepare folder of meeting note summaries, review correspondence from CRA, email to AK wrt RT1 request for supporting ITC documentation
21-Nov-2023	Sheldon Title	.30	call with Les Wittlin
21-Nov-2023	Upasana Nayak	.10	Looked for documentation in folders received from debtor/accountant, to support ITC claim for periods 2017-2022. There was no supporting documentation. Relayed information to Akhil via email.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
21-Nov-2023	Akhil Kapoor	.10	Discussion re missing information for ITC, folder review and determining that we don't have the information required by CRA
21-Nov-2023	Deborah Hornbostel	3.30	Voicemail from W. Rueger of CRA, email her RC342 for 2015, arrange meeting with J. Chau, review amended appraisal from Colliers, calls with D. Tang and J. Carhart on it and go forward strategy, prepare memo to file, review engagement letter from R. Ferguson wrt property tax appeal, email to J Carhart to advise of proceeding plans and request thoughts
22-Nov-2023	Deborah Hornbostel	.30	Tel call from L Whittlin re two potential purchasers
23-Nov-2023	Akhil Kapoor	.30	1)Email comm with Don Wong re-checking if they have information about ITC claimed in the pre-receivership period. 2)Advising Upasana to pay the pest control invoice for Oct-23. 3) Discussion with Deborah regarding EQ Bank's CEO visit to the premises next week
23-Nov-2023	Deborah Hornbostel	2.30	Tc with R. Tuzzi to arrange site meeting for next week, confirm meeting with EQ, attend meeting at Miller Thomson with EQ and counsel
27-Nov-2023	Akhil Kapoor	.20	1) Discussion with Deborah re tasks this week- alcohol inventory listing (to check with Paula, to check with City for water services and how to cancel, Bell Wi-Fi and alarm, fire alarm, notice to be sent to owner to take their docs, terminate pest control among others
27-Nov-2023	Deborah Hornbostel	2.70	Email exchanges with J. Carhart re next meeting and update on disclaiming of KPSP appeal agreement, attend site visit with Andrew, Darren and Jackson of EQ Bank, meeting with R. Tuzzi re site issues, instructions to Akhil on various site matters to follow up, email to J Carhart re D. Wheeler personal property, tc with him re same and upcoming meeting, review his draft email to J Larry and provide comments, further comments exchanged
28-Nov-2023	Upasana Nayak	.20	Look into Bell invoices paid and look for fire alarm provider in the files.
28-Nov-2023	Akhil Kapoor	.50	1) Discussion with Deborah and advising cancellation of pest control services with immediate effect. 2) Discussion re invoices received and to be paid. 3) Follow up with Don Wong re ITC information 4) Discussion with Upasana re HST returns to be filed.
28-Nov-2023	Deborah Hornbostel	.20	Respond to email from E. Rowe of CBRE, review email from T. Bristow requesting access to property, email to R. Tuzzi for availability
29-Nov-2023	Akhil Kapoor	.50	1) Discussion with Upasana re Bell invoices and to verify if they provide alarm service too, also discussed about City's water services and to check the process of switching off the water supply to ensure we do not have to heat it. Lastly discussed about the fire alarm services, whether they are paid for and to inform them about receivership 2) Email comm with Paula re requesting them for an update on inventory listing of alcohol listing, what is their plan of

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			action, whether to sell/return/dispose of them and related matters 3) Confirmation of cancellation of contract of pest control.
29-Nov-2023	Deborah Hornbostel	.70	Arrangements for access to the fieldhouse per request from T. Bristow's LA group, review email from J Carhart and respond re property tax engagement
30-Nov-2023	Deborah Hornbostel	.40	Email exchanges with J Carhart and T. Bristow re various issues

SUMMARY OF TIME CHARGES

Professional	Average Hourly Rate (CAD \$)	Working Hours	Total (CAD\$)
Deborah Hornbostel	779.92	94.80	73,936.00
Matthew Lem	685	17.20	11,782.00
Sheldon Title	780	1.70	1,326.00
Akhil Kapoor	495	48.70	24,106.50
Chahna Nathwani	263.33	10.40	2,738.60
Lisa Visconti	177	.20	35.40
Upasana Nayak	251.17	13.80	3,466.20
TOTAL		186.80	\$117,390.70

APPENDIX I

Court File No. CV-23-00700642-00CL

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

B E T W E E N:

EQUITABLE BANK

Applicant

and

JAMES GAULT HOLDINGS INC. and 1606077 ONTARIO INC.

Respondents

**AFFIDAVIT OF SHALLON GARRAFA
(Sworn January 3, 2024)**

I, SHALLON GARRAFA, of the City of Niagara Falls, in the Regional Municipality of Niagara, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an assistant with the law firm Miller Thomson LLP (“**MT**”), lawyers for MNP Ltd. (“**MNP**”) in its capacity as Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of those assets, undertakings and properties of James Gault Holdings Inc. (“**Gault**”) and 1606077 Ontario Inc. (“**160**” and collectively, with Gault, the “**Debtors**”), and as such, have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as **Exhibit “A”** are true copies of the detailed invoices (the “**Invoices**”) issued to MNP by MT for fees and disbursements incurred by MT in the course of the receivership to and including November 30, 2023 (the “**Appointment Period**”). The total fees charged by MT during the Appointment Period were \$250,142.00, plus Disbursements in the amount of \$1,264.51, plus Harmonized Sales Tax (HST) in the amount of \$32,682.85 for a total of \$284,067.19.

3. The Invoices are a fair and accurate description of the services provided and the amounts charged by MT.
4. Attached hereto as **Exhibit “B”** is a schedule summarizing the Invoices in Exhibit “A”, the total billable hours charged, the total fees charged and the average hourly rate. The average hourly rate during the Appointment Period was \$810.57.
5. Attached hereto and marked as **Exhibit “C”** is a schedule summarizing the billing rates, and year of call for each lawyer and Law Clerk that has completed work on this file during the Appointment Period.
6. To the best of my knowledge, the rates charged by MT throughout the course of the Appointment Period is comparable to those charged by other law firms in Toronto for the provision of similar services.
7. I make the affidavit in support of a motion by the Receiver for, among other things, approval of the fees and disbursements of the Receiver’s counsel.

SWORN by Shallon Garrafa of the City of Niagara Falls, in the Regional Municipality of Niagara, before me at the City of Mississauga, in the Province of Ontario, on January 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927320446B742A...

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:

Shallon Garrafa

D1902925F2D4412...

SHALLON GARRAFA

This is Exhibit "A" referred to in the Affidavit of Shallon Garrafa sworn by Shallon Garrafa of the City of Niagara Falls, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on January 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A027328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

Account Summary and Remittance Form

September 18, 2023

Invoice Number 3920076

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, Senior Vice-President

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Fees:	\$39,409.50
Disbursements:	\$638.56
Ontario HST 13% (R119440766)	\$5,193.95
Total Amount Due	\$45,242.01



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

September 18, 2023

Invoice Number 3920076

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, Senior Vice-President

To Professional Services Rendered in connection with the following matter(s) including:

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Date	Initials	Description	Hours
06/13/2023	MF	Meeting with MNP re: new receivership file; review of J. Carhart email following up to call with MNP;	0.40
08/01/2023	JCC	Correspondence with Deborah Hornbostel, Matthew Lem, Wojtek Jaskiewicz, Philip Cho regarding receivership application;	0.40
08/02/2023	JCC	Correspondence with Deborah Hornbostel, Matthew Lem, Wojtek Jaskiewicz, Monica Faheim regarding August 8 hearing for Order appointing Receiver;	0.50
08/07/2023	JCC	Correspondence with Wojtek Jaskiewicz, Philip Cho, Monica Faheim regarding August 8 hearing;	0.10
08/08/2023	JCC	Correspondence with Monica Faheim, Matthew Lem, Jackson Chau regarding order appointing Receiver;	0.30
08/14/2023	JCC	Correspondence with Wojtek Jaskiewicz and Matthew Lem regarding Berkeley Event properties; correspondence and discussion with Deborah Hornbostel regarding Berkeley properties;	1.80
08/15/2023	MF	Review detailed notes from J Carhart re call with MNP; Review receivership order and emails with W Jaskiewicz;	0.70



Date	Initials	Description	Hours
08/15/2023	SLM	Discuss new matter from D. Tang regarding review of Berkeley properties development applications;	0.20
08/15/2023	JCC	Correspondence and discussion with David Tang regarding development and planning issues associated with Berkeley property; correspondence with Deborah Hornbostel regarding Berkeley property; correspondence with Wojtek Jaskiewicz regarding MNP appointment;	1.20
08/15/2023	DT	Various emails with J. Carhart; discussion with J. Carhart; instructions to S. Luna-Martinez on research into current development processes and approvals; draft email to J. Carhart on discussions and preliminary thoughts on the marketing strategy given development rights and obligations;	1.40
08/16/2023	JCC	Correspondence with Deborah Hornbostel and David Tang regarding property; meeting with David Tang and additional correspondence regarding planning considerations;	1.70
08/16/2023	MF	Emails from J Carhart re case and review of articles re Berkley properties; review of J Carhart security opinion precedent;	0.70
08/16/2023	SLM	Discussion with D. Tang items to be pulled from title; request title search; obtain copy of all development applications available; obtain related OLT decisions; commence review all of the material;	1.80
08/16/2023	RA	Obtaining copies of block maps	0.20
08/16/2023	DT	Various emails with D. Hornbostel, J. Carhart and M. Faheim; instructions to S. Luna-Martinez; review court application record and materials; review OLT decisions and application materials; consider implications; discussion with J. Carhart; email to J. Carhart and M. Faheim clarifying discussion points from J. Carhart;	1.50
08/17/2023	MF	Call with J Carhart and D Tang re file and next steps; emails with J Carhart and D Tang; arrange for call with A Plastina;	1.00
08/17/2023	SLM	Continue review of material; prepare discussion package; discuss all of the findings with D. Tang;	2.00

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.



Date	Initials	Description	Hours
08/17/2023	JCC	Correspondence with David Tang re Berkeley property; correspondence with Monica Faheim regarding security review; conference with David Tang and Monica Faheim regarding planning / development issues concerning Berkeley property; correspondence with Deborah Hornbostel, Matthew Lem regarding Berkeley property;	1.20
08/17/2023	DT	Meeting with J. Carhart; video conference with M. Faheim and J. Carhart; review of various planning documentation with S. Luna-Martinez; prepare thoughts on process and prepare for meeting with D. Hornbostel and J. Carhart;	1.90
08/18/2023	SLM	Upload all relevant OPA and ZBA documents from research for our records;	0.50
08/18/2023	MF	Call with J Carhart and A Plastina re security opinion preparation and questions re file; order searches; circulate precedent opinion to A Plastina for review; emails with MNP re questions re title insurance and record book; emails with J Chau re necessary searches for security opinion; Review J Carhart precedent security opinion and consider same; review of application record following call with J Carhart;	1.40
08/18/2023	JC	Conduct corporate and PPSA searches against James Gault Holdings Inc. and 1606077 Ontario Inc.; conduct PPSA search against Berkeley Events; obtain parcel register for 301 Queen Street East, Toronto;	0.50
08/18/2023	JCC	Correspondence with Deborah Hornbostel; discussion with David Tang, Deborah Hornbostel, Matthew Lem; correspondence with Wojtek Jaskiewicz and Deborah Hornbostel regarding property taxes; discussion and correspondence with Amanda Plastina, Monica Faheim, Deborah Hornbostel, Wojtek Jaskiewicz regarding title insurance policy coverage and property record book;	2.70
08/18/2023	DT	Prepare and attend for meeting with D. Hornbostel, M. Lem and J. Carhart; various follow up emails; review of documents; dictate summary of next steps and memorandum of instruction to S. Luna-Martinez and clerks;	1.90

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Date	Initials	Description	Hours
08/19/2023	JCC	Correspondence with Wojtek Jaskiewicz regarding Equitable Bank security;	0.10
08/20/2023	MF	Review searches and consider structure of security opinion; review precedent MNP security opinion from J Carhart; prepare notes on security opinion for receiver re debtor mortgage security;	0.70
08/20/2023	JCC	Correspondence with David Tang regarding Equitable Bank security package and real estate sale process;	0.90
08/21/2023	JCC	Correspondence with David Tang and Deborah Hornbostel regarding Berkeley real estate;	0.80
08/21/2023	SCL	Attend at the Business and Personal Property Branch, pick-up PPSA certificates for James Gault Holdings Inc. et al *3, scan and provide same to Jessie Chau;	0.30
08/22/2023	MF	Review of record book received from EQ re security package; Emails from J Carhart re same; Emails with J Carhart and D Tang; Review various settlement agreements and correspondence / attachments from J Carhart re same; review of Record Book contents for preparation of security opinion; call with J Carhart re same; complete security opinion and circulate to J Carhart;	2.00
08/22/2023	JC	Review and summary PPSA searches obtained against James Gault Holdings Inc. and 1606077 Ontario Inc.;	0.60
08/22/2023	MF	Call with J Carhart and D Tang re file and next required steps regarding various issues in receivership;	1.00
08/22/2023	HC	Obtain Ontario Bank Act, Bankruptcy Court, Execution, Federal CCAA and Federal Bankruptcy and Insolvency Reports against James Gault Holdings Inc. and 1606077 Ontario Inc.;	1.00
08/22/2023	PW	Receive and review instructions; search by Instrument; obtain copies of a number of PINs and PIN Map; provide copies of all to M. McLaren, as requested.	0.40
08/22/2023	JCC	Correspondence with Monica Faheim regarding security review; discussions with David Tang/ Monica Faheim and Deborah Hornbostel regarding status of	2.60

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Date	Initials	Description	Hours
		title to property from a development perspective, including secondary plans and Concert Settlement Agreement; correspondence with Deborah Hornbostel and David Tang regarding Agreement of Purchase and Sale;	
08/23/2023	JCC	Correspondence with Jessica Penley regarding opinion concerning real estate security;	0.20
08/23/2023	DT	Discussions with J. Carhart; numerous in and amongst J. Carhart and J. Penley etc. on title and other matters; review PIN documentation and forward to J. Penley for title searching;	0.40
08/24/2023	JP	Conference with J. Carhart and D. Tang regarding opinion concerning Equitable Bank security and considerations for standard form agreement of purchase and sale; attend to title documents;	1.20
08/24/2023	JCC	Discussion with David Tang and Jessie Penley regarding opinion concerning Equitable Bank security and standard Agreement of Purchase and Sale;	0.90
08/24/2023	DT	Video conference with J. Penley and J. Carhart to discuss and provide details of zoning and development analysis after review of title documents and other materials; discussion of background required title searches and information; discussion of preparation of APS for assets including properties and various issues of interest; review title and provide commentary and highlight various documentation to MT team;	1.70
08/25/2023	SLM	Correspond with city on KPSP status; consult OLT site for information on status of appeal; commence memo on queen street policy area boundary review;	1.80
08/26/2023	JCC	Review and revise Asset Purchase Agreement; correspondence with Deborah Hornbostel, Matthew Lem, David Tang, Jessica Penley;	1.60
08/28/2023	JCC	Correspondence with David Tang and Jessica Penley regarding Asset Purchase Agreement;	0.20
08/28/2023	DT	Review various emails from J. Carhart;	0.30
08/29/2023	SLM	Continue to work on summary memo; finalize memo and forward to D. Tang for review;	1.90

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AVOCATS | LAWYERS

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Invoice 3920076

Date	Initials	Description	Hours
08/29/2023	JCC	Correspondence with Jessica Penley regarding title insurance policy; correspondence with Deborah Hornbostel, David Tang, Jessica Penley regarding Corridor property and air rights valuation;	0.60
08/29/2023	DT	Various emails with D. Hornbostel; discussion with J. Carhart; provide commentary on appraisal issues; emails regarding title matters;	0.80
08/30/2023	SLM	Telephone call with D Tang to discuss memo and findings;	0.60
08/30/2023	JCC	Discussion with David Tang, Jessica Penley regarding valuation of air rights and sale process; correspondence with Deborah Hornbostel regarding valuation of air rights;	0.80
08/30/2023	DT	Review Altus proposal; video conference with J. Carhart and J. Penley; compile relevant land use documents with title documentation and draft narrative of land use permissions, potential for redevelopment or tweaks to existing approvals; current status of approvals; options for sale of various components of debtors' lands and impact on approvals and necessary potential additional approvals or steps;	3.50
08/31/2023	JCC	Correspondence with Deborah Hornbostel and David Tang and discussion with David Tang regarding Colliers and Altus proposals; discussion with Deborah Hornbostel, Jeff Larry; memo to David Tang, Deborah Hornbostel regarding sale plan and discussion with Jeff Larry;	1.30
Total Hours			54.20
Our Fee:			39,409.50



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Invoice 3920076

TK ID	Initials	Name	Title	Rate	Hours	Amount
00977	DT	D. Tang	Partner	\$990.00	13.40	\$13,266.00
10032	HC	H. Coulter	Law Clerk	\$270.00	1.00	\$270.00
01510	JC	J. Chau	Paraprofessional	\$400.00	1.10	\$440.00
00615	JCC	J. Carhart	Partner	\$925.00	19.90	\$18,407.50
01113	JP	J. Penley	Partner	\$650.00	1.20	\$780.00
02853	MF	M. Faheim	Associate	\$463.99	7.90	\$3,665.50
02560	PW	P. Watson	Legal Assistant	\$180.00	0.40	\$72.00
05721	RA	R. Armstrong	Paraprofessional	\$225.00	0.20	\$45.00
00241	SCL	S. Solutions Corp.	MT, Clerk	\$145.00	0.30	\$43.50
09057	SLM	S. Luna-Martinez	Land Use Planner	\$275.00	8.80	\$2,420.00

Taxable Disbursements

Land Registry Office Searches	362.30	
Corporate Profile Search/Report	18.30	
Sheriff's Certificates / Accounts	34.30	
Online Searches - Teranet	10.00	
Bankruptcy Search (Industry Canada)	34.40	
PPSA Search - Ontario	16.00	
Bankruptcy Search - OnCorp Fee	34.30	
Bank Act Search- OnCorp Fee	34.30	
Total Taxable Disbursements	543.90	\$543.90

Non-Taxable Disbursements

Other Non Taxable Charges	94.66	
Total Non-Taxable Disbursements	94.66	\$94.66

Total Fees and Disbursements

\$40,048.06

Ontario HST 13% (R119440766)

On Fees		\$5,123.24
On Disbursements		\$70.71

Total Amount Due

\$45,242.01



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Account Summary and Remittance Form

September 30, 2023

Invoice Number 3926502

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Fees:	\$45,399.50
Disbursements:	\$37.50
Ontario HST 13%(R119440766)	\$5,906.82
Total Amount Due	\$51,343.82



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MILLERTHOMSON.COM

September 30, 2023

Invoice Number 3926502

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

To Professional Services Rendered in connection with the following matter(s) including:

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Date	Initials	Description	Hours
08/21/2023	DT	Various emails with J. Carhart and D. Hornbostel; discussion with J. Carhart; review summary from J. Carhart; discussion of Laneway Agreement; provide Altus appraisal contact information;	1.10
08/22/2023	DT	Video conference between J. Carhart and M. Faheim; video conference between J. Carhart, D. Hornbostel; review and prepare description of the existing development approval scenarios and various other matter in preparation of determining what appropriate next steps are and after review of Official Plan, Zoning By-laws, OLT decisions, Committee of Adjustment documentation and agreements with Concert and all appropriate drawings;	3.90
08/25/2023	DT	Emails with J. Carhart regarding Queen Street East properties;	0.20
08/31/2023	DT	Review, consider and provide comments and prepare summary table with respect to appraisal proposals with pros and cons; discussion with J. Carhart;	1.10
09/01/2023	JCC	Correspondence to Deborah Hornbostel regarding listing agreement proposals; discussion with Deborah	1.80



Date	Initials	Description	Hours
		Hornbostel, David Tang re sales process; correspondence and discussion with Matthew Bruchkowsky (Colliers), Deborah Hornbostel, David Tang re valuation issues; further correspondence with David Tang regarding reference plans and agreements affecting the property;	
09/05/2023	JCC	Correspondence and discussion with David Tang regarding valuation process and correspondence with Deborah Hornbostel regarding valuation process; correspondence and discussion with Jeff Larry (Paliare Roland); further correspondence with Deborah Hornbostel regarding Colliers valuation agreement and meeting with Jeff Larry and Randy Lebow;	1.40
09/06/2023	JCC	Review and revise memo by David Tang regarding properties and correspondence to David Tang and Jessica Penley; correspondence with Deborah Hornbostel re draft Colliers valuation agreement; discussion with Jessica Penley regarding Colliers valuation agreement; correspondence with Jeff Larry, Deborah Hornbostel, Jessica Penley re valuation report;	2.20
09/07/2023	JCC	Correspondence with Randy Lebow regarding meeting; correspondence with Jessie Penley regarding valuation; correspondence and discussions with Jeff Larry regarding Valuation; correspondence with Deborah Hornbostel, David Tang regarding valuation;	1.80
09/07/2023	JP	Attend to comments to Colliers letter of engagement; attend to correspondence;	1.20
09/08/2023	MF	Review email chain from J Carhart re new issue and matter involving Colliers; Call from J Carhart re issue and next steps for research re listing agent;	0.60
09/08/2023	JCC	Correspondence with Deborah Hornbostel regarding Colliers valuation agreement; correspondence with David Tang, Jessica Penley regarding Colliers agreements; correspondence and discussion with Monica Faheim regarding valuation agreement;	1.20
09/10/2023	MF	Email correspondence with J Carhart and consider	0.80

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Date	Initials	Description	Hours
		research issue re approval of listing agreement by receiver; case law search re same;	
09/11/2023	MF	Call with J Carhart and A Iqbal; Review of Appointment Order in context of listing agent; review case law re approval of listing and valuation agreement and review emails from J Carhart, D Tang and J Penley re status and next steps;	1.60
09/11/2023	JCC	Correspondence and discussion with Monica Faheim, Asim Iqbal regarding retention of valuator; discussion with David Tang and Jessie Penley regarding valuation and review of Equitable Bank security; discussion with Deborah Hornbostel and David Tang regarding properties; correspondence with Jeff Larry, Randy Lebow regarding meeting; correspondence with Jessica Penley, Monica Faheim regarding review of agreements;	3.20
09/11/2023	JP	Attend to correspondence and conference with J. Carhart and D. Tang regarding real property issues, issues related to Concert settlement agreement, upcoming meetings and next steps;	1.10
09/12/2023	JCC	Correspondence with Deborah Hornbostel regarding valuation and discussion with Jeff Larry and Randy Lebow; correspondence with Randy Lebow, Jeff Larry, Alan Heisey regarding Queen Street East properties; discussion with David Tang, Wojtek Jaskiewicz and memo to David Tang, Deborah Hornbostel regarding Equitable security and Queen Street East properties; further correspondence with Deborah Hornbostel and David Tang re Queen Street properties;	1.20
09/12/2023	JP	Attend to document review and consider issues;	1.20
09/13/2023	MF	Summary email from J Carhart re recent discussions with MNP and next steps; Review and consider various emails internally among J Carhart, J Penley and D Tang;	0.80
09/13/2023	JCC	Correspondence with Deborah Hornbostel/ Jeff Larry / Randy Lebow and Alan Heisey regarding meeting regarding Queen Street properties; discussion with David Tang re Concert settlement agreement and	1.70

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Date	Initials	Description	Hours
		reporting memo re properties to MNP; correspondence to Deborah Hornbostel regarding reporting memo regarding properties; correspondence with Wojtek Jaskiewicz regarding Queen Street properties; correspondence with Jessica Penley regarding listing agreements and security review and Concert Settlement Agreement;	
09/13/2023	JP	Consider issues relating to real property and Concert settlement agreement; attend to correspondence and discussions with J. Carhart, D. Tang regarding same;	2.00
09/14/2023	SLM	Obtain copy of final zoning by-law for Queen St Property and upload for our records; forward copy of same to D. Tang;	0.30
09/14/2023	GF	Confer with J Carhart re security opinion issue and specific performance; review emails re same	0.30
09/14/2023	JCC	Video conference with Jeff Larry, Randy Lebow, Alan Heisey, David Tang, Deborah Hornbostel; correspondence with Deborah Hornbostel regarding Concert Agreement; discussion with David Tang and memo to David Tang regarding discussion with Jeff Larry, Randy Lebow, Alan Heisey; correspondence and discussions with Wojtek Jaskiewicz, David Tang and Gavin Finlayson regarding Concert Agreement;	2.40
09/15/2023	SLM	Respond to D. Tang regarding consent decision dates for all three applications; forward notices for the first two applications; search for the third application; request from city a copy of decision for the last application; obtain and upload for our records; forward copy of third decision to D. Tang;	0.60
09/15/2023	JCC	Correspondence with Wojtek Jaskiewicz regarding Master Title insurance policy; correspondence with Gavin Finlayson regarding specific performance analysis re Concert Agreement; correspondence with David Tang and discussion with Deborah Hornbostel and David Tang regarding conference with Jeff Larry, Randy Lebow, Alan Heisey; correspondence with Jessica Penley, Monica Faheim, David Tang regarding Colliers Valuation agreement;	2.50

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Date	Initials	Description	Hours
09/18/2023	GF	Emails with J Carhart; review settlement agreement and consider security provision issue; confer with J Carhart re security issue	1.20
09/18/2023	JCC	Correspondence with Deborah Hornbostel, David Tang, Jessica Penley, Monica Faheim regarding Colliers Valuation Agreement; discussion with Gavin Finlayson regarding Concert Agreement;	0.50
09/19/2023	GF	Draft email re security interest and Concert agreement to J Carhart and D Tang; emails with same re security interest issue; review documents and memo from D tang	1.70
09/19/2023	JCC	Correspondence with Gavin Finlayson, David Tang, Jessica Penley regarding Concert Agreement and Equitable Bank mortgage;	1.20
09/19/2023	JP	Further consider issues relating to security and Concert Agreement;	0.40
09/20/2023	JCC	Correspondence with Deborah Hornbostel, Jessica Penley, Monica Faheim regarding listing proposals; correspondence with David Tang, Jessica Penley regarding reports to MNP; correspondence with Monica Faheim regarding receivership considerations;	1.40
09/21/2023	MF	Correspondence from J Carhart re Appointment Order review in light of concert settlement agreement and disclaimer; Review D Tang research memo; Research re disclaimer of concert settlement agreement; Research and review Appointment Order re question of provide information to Receiver re records related to concert settlement agreement; Summary email to J Carhart, D Tang and J Penley;	2.40
09/21/2023	JCC	Correspondence with Monica Faheim, David Tang and Jessica Faheim regarding Concert Settlement Agreement;	0.20
09/22/2023	JCC	Discussion with David Tang and correspondence with David Tang, Jessica Penley, Monica Faheim regarding Concert Settlement Agreement and Listing Agreements;	0.30
09/25/2023	MF	Review mark-up of D Tang memo circulated by J	1.60

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Invoice 3926502

Date	Initials	Description	Hours
		Carhart; Meeting with J Carhart, J Penley and D Tang re various matters and required revisions to memo and next steps; Follow up meeting with D Tang re memo and required changes;	
09/25/2023	JCC	Correspondence and discussion with David Tang, Jessica Penley, Monica Faheim regarding reporting memo to MNP concerning the real properties and listing agreements;	1.20
09/25/2023	JP	Attend conference with J. Carhart, D. Tang, M. Faheim regarding memorandum to MNP regarding real property-related matters, listing agreements;	0.90
09/26/2023	MF	Revisions to D. Tang memo based on discussion with J Carhart and D Tang, and circulate updated memo to group;	1.40
09/26/2023	MF	Review D Tang comments to draft and J Carhart concerns; Emails re same; Incorporate comments, update draft and circulate to team;	1.00
09/26/2023	JCC	Correspondence with Deborah Hornbostel regarding reporting memo; review and revise reporting memo and correspondence with David Tang and Monica Faheim regarding properties;	1.60
09/26/2023	JP	Attend to correspondence; review and consider issues in draft memorandum regarding site development options; high-level review related file material in connection with same; attend to comments on draft memo;	2.90
09/27/2023	MF	List enclosures for D Tang from memo; emails with J Carhart; review updated memo from J Penley and emails re same; compile enclosures and email to MNP re same; Emails with D Tang;	0.60
09/27/2023	JCC	Correspondence with Jessica Penley and Deborah Hornbostel regarding properties;	0.60
	Total Hours		57.30

Our Fee:**45,399.50**



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Invoice 3926502

TK ID	Initials	Name	Title	Rate	Hours	Amount
00977	DT	D. Tang	Partner	\$990.00	6.30	\$6,237.00
01208	GF	G. Finlayson	Partner	\$990.00	3.20	\$3,168.00
00615	JCC	J. Carhart	Partner	\$925.00	26.40	\$24,420.00
01113	JP	J. Penley	Partner	\$650.00	9.70	\$6,305.00
02853	MF	M. Faheim	Associate	\$465.00	10.80	\$5,022.00
09057	SLM	S. Luna-Martinez	Land Use Planner	\$275.00	0.90	\$247.50

Taxable Disbursements

Land Registry Office Searches

37.50

Total Taxable Disbursements

 37.50

\$37.50

Total Fees and Disbursements**\$45,437.00****Ontario HST 13%(R119440766)**

On Fees

\$5,901.94

On Disbursements

\$4.88

Total Amount Due

\$51,343.82

E.&O.E.



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Account Summary and Remittance Form

October 31, 2023

Invoice Number 3936128

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Fees:	\$85,451.00
Disbursements:	\$12.00
Ontario HST 13%(R119440766)	\$11,110.19
Total Amount Due	<u><u>\$96,573.19</u></u>



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October 31, 2023

Invoice Number 3936128

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

To Professional Services Rendered in connection with the following matter(s) including:

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Date	Initials	Description	Hours
09/01/2023	DT	Telephone calls with J. Carhart; various emails and video conference with D. Hornbostel and J. Carhart to discuss retainer of appraiser; telephone discussion with Colliers appraiser, D. Hornbostel and J. Carhart to discuss retainer; draft scope of appraiser retainer with options and provide additional information and further correspondence regarding easement and agreements with Concert;	3.80
09/05/2023	DT	Discussion with J. Carhart on various matters; revise and forward development status issues memorandum for property to J. Carhart and J. Penley; review of appraisal proposal and provide comments; emails with D. Hornbostel and J. Carhart;	1.60
09/06/2023	DT	Various emails on appraisals and title matters; review appraisal retainer comments; review of debtor's counsel comments on appraisal;	0.50
09/07/2023	DT	Numerous emails with J. Carhart, D. Hornbostel and J. Penley, and review of appraisal retainer and discussions with Debtors' counsel all on revisions to the retainer and the issue of use of Colliers;	0.60
09/08/2023	DT	Review update from J. Carhart; emails with D.	0.60



Date	Initials	Description	Hours
		Hornbostel and J. Carhart; follow up emails and J. Carhart and D. Hornbostel comments; provide final comments on Settlement Agreement being provided to Colliers;	
09/11/2023	DT	Various video conferences with J. Carhart, J. Penley and D. Hornbostel; review of Colliers listing proposal; review various documents related to equitables, knowledge of and whether agreement providing for it to be bound by Settlement Agreement entered into; discussions with J. Penley; revise memorandum; review J. Carhart's summary of discussion with D. Hornbostel; provide various suggestions for appraisers; various discussions about valuation with J. Carhart and J. Penley; discussion with J. Carhart regarding meeting with J. Larry and R. Lebow; review Receivership Order; discussions about potentially adding in discussion with A. Heisey; various emails in and amongst J. Carhart and D. Hornbostel regarding valuations;	4.30
09/12/2023	DT	Numerous emails with R. Lebow, J. Larry and J. Carhart on discussions; email with D. Hornbostel;	0.20
09/13/2023	DT	Various emails from A. Heisey; call from A. Heisey; various emails from former counsel setting out outstanding accounts receivables; emails with J. Carhart, J. Penley and M. Faheim setting out Settlement Agreement, Issues Listing Agreements and discussion about bonusing options; instructions to S. Luna-Martinez to obtain finalized ZBA; various emails from J. Carhart; correspond with W. Jaskiewicz; various emails in and amongst J. Penley, J. Carhart and W. Jaskiewicz; review email from D. Hornbostel with CBRE Listing Proposal and comments from J. Carhart;	1.50
09/14/2023	DT	Video conference amongst J. Carhart and W. Jaskiewicz; telephone call from R. Lebow; review J. Carhart summary of call with J. Larry, R. Lebow and A. Heisey; review email to G. Finlayson on enforcement of Concert Settlement Agreement provisions; discussion with MT team regarding getting information from W. Jaskiewicz for review; review S. Luna-Martinez memorandum on final	1.80

Please return the Account Summary and Remittance Form with your payment.

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Date	Initials	Description	Hours
		zoning by-law and the details for the consents obtained and approval dates; determine that certificate is not available and one decision missing; instructions to S. Luna-Martinez to find missing decision;	
09/15/2023	DT	Video conference with J. Carhart and D. Hornbostel; review further documentation on notices of decision; provide various documents to G. Finlayson; various emails in and amongst J. Carhart and J. Penley; review missing Notice of Decision; further emails with J. Carhart;	1.00
09/18/2023	DT	Emails from J. Carhart;	0.10
09/19/2023	DT	Revise and finalize draft memorandum and forward to J. Carhart; review G. Finlayson's analysis of Concert Settlement Agreement; review J. Carhart comments and further queries; respond to J. Carhart's queries; review further comments from all other parties;	1.50
09/20/2023	DT	Review various revisions and queries from J. Carhart; review ongoing discussion with J. Penley and M. Faheim; consider further additional correspondence from J. Carhart;	0.40
09/21/2023	DT	Review of Appointment Order; consider M. Faheim's analysis and J. Carhart analysis;	0.30
09/25/2023	DT	Video conference with J. Carhart, J. Penley and M. Faheim to discuss strategies and appropriate documentation;	0.90
09/26/2023	DT	Review revisions to memorandum from M. Faheim; various emails in and amongst J. Penley, J. Carhart, M. Faheim and D. Hornbostel; review J. Carhart suggestions and revisions; provide further comments and notes to memorandum;	1.00
09/27/2023	DT	Review comments from J. Penley; review further revisions from J. Carhart, review attachments, compile attachments and forward; review D. Hornbostel email and query from M. Bruchkowsky and respond; finalize reporting memo;	0.90
09/28/2023	DT	Emails with D. Hornbostel;	0.10

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Date	Initials	Description	Hours
10/01/2023	JCC	Correspondence to Wojtek Jaskiewicz, David Tang, Jessica Penley and Gavin Finlayson regarding Concert Settlement Agreement and Title Insurance Policy;	0.40
10/02/2023	SLM	Monitor correspondence regarding request for easements land area information;	0.20
10/02/2023	JCC	Correspondence with Deborah Hornbostel and Wojtek Jaskiewicz regarding Concert Settlement Agreement and Title Insurance Policy; correspondence with Jessica Penley and Monica Faheim regarding proposed listing agreements;	0.50
10/02/2023	GF	Review draft email on Settlement Agreement from J Carhart; confer with J Carhart	0.20
10/02/2023	DT	Review J. Carhart's email and messaging to W. Jaskiewicz and D. Hornbostel response; numerous emails between D. Hornbostel, J. Carhart and W. Jaskiewicz; telephone call with J. Carhart; review further updates;	0.40
10/03/2023	DT	Various emails from J. Carhart; discussion with J. Carhart by telephone; review various memoranda on approaches going forward from J. Carhart;	0.50
10/03/2023	JP	Attend to correspondence;	0.20
10/03/2023	MF	Email correspondence with J Carhart; review of listing agreement and APS from J Carhart and emails re same;	0.70
10/03/2023	JCC	Correspondence with Jessica Penley, Monica Faheim regarding Listing Agreements; correspondence with Deborah Hornbostel regarding Properties; discussion with David Tang, Asim Iqbal and memo regarding marketing considerations;	1.60
10/04/2023	JCC	Discussion and correspondence with David Tang regarding structure of marketing process and options; discussion and correspondence with Monica Faheim regarding listing agreements; discussion with Deborah Hornbostel, Matthew Lem, David Tang regarding marketing considerations and next steps; correspondence with David Tang regarding next steps;	3.20

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Date	Initials	Description	Hours
10/04/2023	AI	Call with J. Carhart re: receivership and sale process issues; review and consider emails from J. Carhart and D. Tang re sale process issues and updates;	1.00
10/04/2023	MF	Email correspondence with J Carhart; review of listing agreement and APS from J Carhart and emails re same; Call with J Carhart re same; Review email from J Carhart re update on call with MNP and discussions with D Tang;	2.00
10/04/2023	DT	Strategy discussion with J. Carhart; draft outline of next steps; various emails with M. Faheim and J. Carhart; video conference with D. Hornbostel and M. Lem of MNP;	1.70
10/05/2023	DT	Review various emails in and amongst J. Carhart, provide revisions to letters to counsel and counsel for Concert requesting information and documentation; discussion with J. Carhart regarding timing of various elements of requests, propose potential call to planning law counsel prior to P. Quinn; telephone call with J. Carhart;	1.20
10/05/2023	MF	Emails with D Tang; Draft email for P Quinn requesting information/records based on terms of receivership order; Review draft from D Tang; various emails from J Carhart and D Tang re letters to be prepared	1.00
10/05/2023	JCC	Correspondence and memo with David Tang and Monica Faheim regarding requests for information and sequences of sales program;	1.20
10/06/2023	JCC	Correspondence with Deborah Hornbostel regarding properties; prepare memo regarding timeline steps concerning marketing of the properties;	1.20
10/06/2023	DT	Review J. Carhart's email;	0.10
10/08/2023	MF	Review email correspondence and prepare three draft letters (Concert, Peter Quinn and Overland LLP) and circulate draft letters to D Tang and J Carhart for review;	1.00
10/09/2023	JCC	Correspondence with Monica Faheim regarding letters to Concert companies;	0.20

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Date	Initials	Description	Hours
10/10/2023	MF	Revisions to draft letters for J Carhart review; review emails among D Tang and J Carhart; emails among D Tang, J Carhart re strategy for information request;	1.00
10/10/2023	JCC	Correspondence with David Tang re timeline memo and review and revise timeline memo; discussion with Wojtek Jaskiewicz regarding Concert Settlement Agreement; further correspondence with David Tang regarding Concert Settlement Agreement;	1.40
10/10/2023	DT	Respond to J. Carhart emails; revise memorandum; review M. Faheim draft letters and comment;	0.30
10/11/2023	DT	Meet with J. Carhart to go over various matters; revisions to letters and suggestions on contact information for Concert executives;	1.50
10/11/2023	JCC	Meeting with David Tang and review and revise timeline memo and correspondence to Concert representatives; Correspondence with Matthew Lem;	2.40
10/12/2023	JCC	Correspondence with Matthew Lem and David Tang regarding letters to Concert representatives;	0.30
10/12/2023	DT	Emails from A. Iqbal; coordination with J. Carhart all regarding letters and telephone calls to Concert counsel;	0.30
10/13/2023	JCC	Correspondence with David Tang regarding communications with Concert representatives; correspondence with Deborah Hornbostel regarding Colliers appraisal; correspondence with Concert, Peter Quinn, Overland; correspondence with Jeff Larry, MNP;	1.60
10/13/2023	DT	Numerous correspondence in and amongst D. Tang, J. Carhart, J. Larry, C. Tanzola, P. Quinn and M. Cara; telephone calls with Overland LLP; review emails from D. Hornbostel and Colliers appraisal; provide preliminary comments to D. Hornbostel, M. Lem and J. Carhart; provide update of communications with C. Tanzola to J. Carhart;	1.50
10/14/2023	JCC	Correspondence with David Tang regarding position of Overland;	0.10

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Date	Initials	Description	Hours
10/15/2023	JCC	Review Colliers appraisal report; correspondence with David Tang regarding Colliers appraisal report;	1.20
10/16/2023	JCC	Correspondence with David Tang and conference call with David Tang, Michael Cara (Overland), Chris Tanzola (Overland); correspondence with Michael Cara regarding Committee of Adjustment decisions; report to Deborah Hornbostel and Matthew Lem regarding discussion with Overland;	1.60
10/16/2023	DT	Various emails in and amongst J. Carhart; telephone call with J. Carhart; telephone call with M. Cara, C. Tanzola and J. Carhart on Concert's interest and Settlement Agreement; further discussion with J. Carhart; review report from J. Carhart to MNP; review email from M. Cara attaching notices of decision for all three consents together with certificates of officials; confirm the dates of certificates request from M. Cara; confirmation of three consents constitute all obligations for conveyances of real property and discussion and documentation of amendment or waivers of the Concert Settlement Agreement provisions;	1.50
10/17/2023	JCC	Correspondence with Jeff Larry; correspondence and discussions with Deborah Hornbostel, Jessica Penley regarding security opinion; discussion with Deborah Hornbostel regarding Colliers opinion;	1.40
10/17/2023	DT	Various emails in and amongst J. Carhart, R. Lebow and J. Penley;	0.20
10/18/2023	DT	Prepare for and video and attend video conference with M. Lem, D. Hornbostel and J. Carhart to discuss various matters including appraisal, meetings with counsel for Concert properties, setting up meeting with City and obtaining instructions for meeting and appraisal issues; dictate memorandum on appraisal issues; telephone call with M. Longo at City to seek meeting;	2.60
10/18/2023	JCC	Correspondence with Wojtek Jaskiewicz, Jackson Chau, Deborah Hornbostel, Matthew Lem regarding Section 37 Agreement and tax arrears pertaining to Church property; conference call with Deborah	2.40

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Date	Initials	Description	Hours
		Hornbostel, Matthew Lem, David Tang regarding property, including Colliers Appraisal, section 37 Agreement; further correspondence with Wojtek Jaskiewicz and further correspondence with Jeff Larry regarding properties subject to MNP receivership;	
10/19/2023	JCC	Correspondence with Wojtek Jaskiewicz, Deborah Hornbostel, Matthew Lem, David Tang, Monica Faheim regarding Tax Arrears attributable to Church property;	0.40
10/19/2023	DT	Review various emails in and amongst J. Carhart, MNP and other counsel for other parties; review internal summary and instructions from J. Carhart and provide commentary; review email from D. Hornbostel commenting on R. Bristow of Colliers showing of Church property alone; consider implications on strategy and circulate comments;	0.60
10/20/2023	DT	Review email from P. Quinn and forward to D. Hornbostel, M. Lem and J. Carhart; telephone call and emails with M. Longo and report to team; lengthy telephone call with J. Carhart;	1.90
10/20/2023	JCC	Correspondence with Peter Quinn and David Tang regarding Concert Settlement Agreement; discussion with David Tang and correspondence to Deborah Hornbostel and Matthew Lem regarding Concert Settlement Agreement; discussion with Peter Quinn and David Tang regarding Concert Settlement Agreement; report to Deborah Hornbostel and Matthew Lem regarding discussion with Peter Quinn; correspondence with David Tang, Deborah Hornbostel, Matthew Lem regarding Colliers appraisal;	2.80
10/21/2023	JCC	Correspondence with Tim Hogan, Deborah Hornbostel, Monica Faheim, Wojtek Jaskiewicz regarding application record concerning motion to appoint Receiver; correspondence with Jessica Penley regarding security opinion; correspondence with David Tang regarding sales process;	0.70
10/21/2023	DT	Emails from T. Hogan; review email from D. Hornbostel indicating that Colliers is showing church	0.50

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Date	Initials	Description	Hours
		property to entertainment industry and potential purchaser, consider implications of that in discussions with City of Toronto; review J. Penley's email all regarding opinion matters;	
10/21/2023	JP	Review and revise draft security opinion; review and consider due diligence in connection with same;	3.50
10/22/2023	JCC	Correspondence with Jessica Penley, Monica Faheim regarding security opinion; correspondence with Tim Hogan, Wojtek Jaskiewicz regarding application to appoint Receiver;	0.40
10/22/2023	MF	Review security opinion circulated by J Penley and email from J Penley regarding same; review assumptions and notes and email with J Carhart;	0.80
10/23/2023	JCC	Review security opinion and discussion and correspondence with Monica Faheim regarding security opinion; correspondence with Jessica Penley, Monica Faheim, Gavin Finlayson, David Tang regarding Concert Settlement Agreement; correspondence with David Tang, Peter Quinn regarding development;	2.20
10/23/2023	MF	Call with J Carhart regarding security opinion concerns and other questions; Notes regarding changes to make to schedules and updating schedules; review various emails from J Carhart re same and emails with J Penley;	0.60
10/23/2023	GF	Emails with J Carhart and J Penley re security opinion and updated security opinion;	0.50
10/23/2023	DT	Emails from P. Quinn; various emails amongst J. Penley and J. Carhart regarding opinion;	0.30
10/23/2023	JP	Consider and attend to issues in connection with draft opinion, including Concert Settlement Agreement;	0.50
10/24/2023	GF	Emails with J Carhart and J Penley re Concert agreement and security opinion; review materials re Concert Settlement Agreement	1.20
10/24/2023	DT	Numerous emails amongst G. Finlayson, J. Carhart and J. Penley to discuss how opinion regarding security deals with Concert Settlement Agreement;	0.40

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Date	Initials	Description	Hours
		review emails regarding Colliers memo with D. Hornbostel;	
10/24/2023	JCC	Correspondence with Gavin Finlayson, David Tang regarding finalization of security opinion; correspondence with Deborah Hornbostel regarding Colliers Appraisal;	1.20
10/25/2023	JCC	Correspondence with Jessica Penley, Gavin Finlayson regarding finalization of security opinion; review and revise memo regarding Colliers appraisal; correspondence with Deborah Hornbostel regarding Colliers appraisal;	1.60
10/25/2023	MF	Review various correspondence and emails with J Carhart / G Finlayson regarding opinion letter and issues involving Concert Settlement Agreement, required language and emails from D Tang; review of updated language in opinion letter;	0.70
10/25/2023	GF	Call with J Penley to discuss wording of assumption in security opinion re Concert Settlement Agreement and equitable doctrine of specific performance; edit security opinion; emails with D tenant, J Penley and J Carhart re same	0.60
10/25/2023	DT	Numerous emails in and amongst J. Carhart, G. Finlayson and J. Penley on scope and drafting of opinion on security; final revisions to memorandum commenting on appraisal and have forwarded to J. Carhart and client;	0.90
10/25/2023	JP	Consider qualification to opinion relating to Concert Settlement Agreement and attend to correspondence regarding same; attend to update to draft opinion to reflect same;	0.60
10/26/2023	DT	Various emails with D. Hornbostel and review of J. Penley's email regarding appraisal; follow up and report on City meeting with M. Longo;	0.30
10/26/2023	JCC	Correspondence with Jessica Penley, David Tang regarding security opinion; correspondence with Deborah Hornbostel regarding Colliers Appraisal;	0.40
10/29/2023	GF	Confer with J Carhart re security opinion issues; review emails from MT team re Concert Settlement	0.40

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Date	Initials	Description	Hours
		Agreement; review security opinion language	
10/29/2023	JP	Attend to correspondence regarding opinion matters; attend to revisions to draft opinion;	0.80
10/29/2023	JCC	Correspondence with Jessica Penley, Gavin Finlayson regarding opinion;	0.30
10/30/2023	GF	Review final form of security agreement and qualifications thereto; emails with J carhart re 2014 bankruptcy and impact on security opinion	1.00
10/30/2023	HC	Obtain further information on the bankruptcy filing against 1606077 ONTARIO INC. for BIA Estate Numbers 31-457661 and 31-459630.; Discuss results on bankruptcy filings and corporate information for 1606077 Ontario Inc. and James Gault Holdings Inc. with M. Faheim.;	1.00
10/30/2023	MF	Email correspondence with J Carhart re various issues involving previous bankruptcy of debtors and emails to Law clerks to review corporate history and instructions to pull bankruptcy file; various emails from J Carhart re same; emails with J Chau and H Coulter; emails with J Penley and review of record book re issues involving prior receivership proceeding;	1.30
10/30/2023	JP	Attend to review of bankruptcy-related issues; attend to correspondence;	0.70
10/30/2023	JCC	Review draft opinion and application record and correspondence regarding 2014 bankruptcy proceeding; conference call with Colliers (Matt Brunchkowsky and Samuel Linds) regarding appraisal; discussion and correspondence with Jessica Penley regarding 2014 bankruptcy proceeding; correspondence with Deborah Hornbostel, Tim Hogan regarding meeting with City of Toronto;	3.80
10/31/2023	MF	Review various emails and summarize information regarding 2014 proceeding for J Carhart / email re same; emails with law clerk regarding pulling 2014 case file; emails with J Carhart and G Finlayson re same and required additions to security opinion	1.40

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Invoice 3936128

Date	Initials	Description	Hours
		assumptions;	
10/31/2023	GF	Emails with J Carhart and J Penley re preceding bankruptcy and security opinion revisions	0.20
10/31/2023	JCC	Correspondence with Tim Hogan regarding Berkeley properties; correspondence with Monica Faheim regarding 2014 Bankruptcy proceedings involving debtor companies; correspondence with Deborah Hornbostel regarding properties; memo to David Tang regarding discussion with Colliers;	2.20
Total Hours			97.60

Our Fee: 85,451.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
01177	AI	A. Iqbal	Partner	\$720.00	1.00	\$720.00
00977	DT	D. Tang	Partner	\$990.00	37.80	\$37,422.00
01208	GF	G. Finlayson	Partner	\$990.00	4.10	\$4,059.00
10032	HC	H. Coulter	Law Clerk	\$270.00	1.00	\$270.00
00615	JCC	J. Carhart	Partner	\$925.00	36.70	\$33,947.50
01113	JP	J. Penley	Partner	\$650.00	6.30	\$4,095.00
02853	MF	M. Faheim	Associate	\$465.00	10.50	\$4,882.50
09057	SLM	S. Luna-Martinez	Land Use Planner	\$275.00	0.20	\$55.00

Taxable Disbursements

Land Registry Office Searches	12.00	
Total Taxable Disbursements	12.00	\$12.00

Total Fees and Disbursements \$85,463.00

Ontario HST 13%(R119440766)

On Fees	\$11,108.63
On Disbursements	\$1.56



Total Amount Due

\$96,573.19

E.&O.E.



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F 416.595.8695

MILLERTHOMSON.COM

Account Summary and Remittance Form

November 30, 2023

Invoice Number 3949041

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Fees:	\$79,882.00
Disbursements:	\$576.45
Ontario HST 13%(R119440766)	\$10,449.72
Total Amount Due	<u><u>\$90,908.17</u></u>



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F 416.595.8695

MILLERTHOMSON.COM

November 30, 2023

Invoice Number 3949041

MNP Ltd.
1 Adelaide Street East
Suite 1900
Toronto, ON M5C 2V9

Attention: Deborah Hornbostel, CPA, CA, CIRP, LIT, CFE, SENIOR VICE-PRESIDENT

To Professional Services Rendered in connection with the following matter(s) including:

Re: James Gault Holdings Inc. and 1606077 Ontario Inc.
Our File No. 0278336.0001

Date	Initials	Description	Hours
10/29/2023	DT	Review draft Opinion and provide further commentary and revisions with respect to qualification regarding Concert Settlement Agreement and Concert Side Agreement to J. Penley;	0.40
10/30/2023	DT	Various emails in and amongst Miller Thomson staff regarding opinion and bankruptcy insolvency from 2014; provide comments on insolvency after review of title documents; prepare for and attend video conference with D. Hornbostel and Colliers appraisal staff and J. Carhart; further discussions with D. Hornbostel and J. Carhart;	2.70
10/31/2023	DT	Arrangements for meeting with M. Longo, A. Teixeira and K. Bailey with MNP; review and provide comments to J. Carhart's summary of meeting with Colliers; various emails following up on 2014 bankruptcy proceeding; emails in and amongst H. Pensa, MSI and J. Carhart;	0.50
11/01/2023	JCC	Correspondence with Monica Faheim regarding security opinion regarding 2014 bankruptcy proceedings; correspondence to Deborah	0.90



Date	Initials	Description	Hours
		Hornbostel regarding discussion with Colliers;	
11/01/2023	MF	Revisions to security opinion based on discussion re prior receivership proceedings and circulate clean and blackline to group; emails with J Carhart re comments on opinion and revisions thereto;	0.80
11/01/2023	GF	Review amend security opinion re bankruptcy; consider and revise same; emails with M Faheim and J Carhart	0.20
11/02/2023	MF	Revisions to security opinion and re-circulate; Call with G Finlayson; additional revisions to security opinion and recirculate to group;	0.80
11/02/2023	SCL	Receive instructions; Conduct bankruptcy search and obtain copies from Trustee; Report to you.	0.50
11/02/2023	JCC	Review and revise security opinion and correspondence with Monica Faheim regarding security opinion;	0.70
11/03/2023	JCC	Correspondence with Monica Faheim and Jessica Penley regarding finalization of opinion;	0.20
11/03/2023	MF	Final review of draft security opinion to be finalized;	0.50
11/06/2023	HC	Obtain Ontario Certificates of Status and Corporate Profile Reports for James Gault Holdings Inc. and 1606077 Ontario Inc.;	0.40
11/06/2023	JC	Conduct PPSA (certified & verbal), Bank Act (ON), bankruptcy, CCAA and execution (Toronto) searches against James Gault Holdings Inc., 1606077 Ontario Inc. and Douglas Wheler;	1.20
11/06/2023	MF	Various emails re final opinion; review final searches and emails with J Carhart and J Penley; Emails regarding final searches and confirmation re revisions to opinion;	0.80
11/06/2023	JC	Conduct corporate search against Bright Lights Events Inc.;	0.10
11/06/2023	JP	Review revised draft opinion and consider issues; attend to updated searches and review of same; attend to revisions to opinion; attend to correspondence;	5.50

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11/06/2023	JCC	Correspondence with Jessica Penley, Deborah Hornbostel regarding finalization of security opinion;	0.30
11/06/2023	DT	Emails with J. Carhart; various follow up emails with D. Hornbostel and J. Carhart	0.10
11/06/2023	SCL	Receive instructions; Conduct bankruptcy search (x3) and report to you.	0.60
11/07/2023	JP	Attend to further consideration of issues relating to the security and the draft security opinion; conference with J. Carhart regarding same; attend to revisions to draft opinion; attend to correspondence regarding issues;	5.80
11/07/2023	JCC	Correspondence and discussion with Jessica Penley regarding finalization of opinion;	1.80
11/07/2023	SCL	Attend at the Business and Personal Property Branch, pick-up PPSA certificates for James Gault Holdings Inc. et al *3, scan and provide same to Jessie Chau;	0.30
11/07/2023	GF	Review emails from J Carhart re finalization of security opinion	0.10
11/08/2023	GF	Review emails from J Penley re revisions to security opinion; review revised security opinion	0.20
11/08/2023	SP	Review email correspondence; conference with D. Reynolds and B. Muchalov re: same;	0.40
11/08/2023	DR	Review correspondence from J. Penley regarding PPSA matters; conference with S. Parekh regarding PPSA matters;	0.20
11/08/2023	JP	Conference with J. Carhart and B. Muchalov regarding PPSA matters; further conference with J. Carhart regarding remaining comments to draft opinion and attend to same;	1.10
11/08/2023	JCC	Correspondence with Jeff Larry; discussion with David Tang, Deborah Hornbostel, Matthew Lem and representatives of the City of Toronto regarding property; discussions and correspondence with Jessica Penley and Boris Muchalov regarding security opinion; correspondence to Deborah Hornbostel and Matthew Lem regarding security	2.40

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Date	Initials	Description	Hours
		opinion;	
11/08/2023	BM	Communications with J. Penley and J. Carhart re PPSA issues;	0.80
11/08/2023	DT	Video conference with City of Toronto's M. Longo, A. Teixeira and K. Bailey with D. Hornbostel, M. Lem and J. Carhart; further discussions with J. Carhart and D. Hornbostel on results of discussion; finalize and forward notes on meeting to J. Carhart; discussion with J. Carhart; emails regarding meetings with J. Larry;	1.90
11/09/2023	JCC	Discussion with David Tang and Deborah Hornbostel regarding appeal process with respect to King - Parliament Secondary Plan; correspondence with Tim Hogan regarding meeting with MSI representatives;	0.90
11/09/2023	DT	Email to J. Carhart and T. Hogan;	0.10
11/14/2023	DT	Numerous emails in and amongst J. Larry, J. Carhart and T. Hogan;	0.20
11/14/2023	JCC	Correspondence and discussion with Jeff Larry and memo to Deborah Hornbostel regarding properties; correspondence with Tim Hogan, Deborah Hornbostel regarding meeting with MSI; correspondence with Deborah Hornbostel regarding Colliers appraisal;	0.90
11/15/2023	JCC	Correspondence with Deborah Hornbostel, David Tang regarding Colliers appraisal;	0.30
11/15/2023	DT	Emails with D. Hornbostel regarding outstanding decision regarding exposure period in Colliers valuation;	0.10
11/16/2023	JCC	Correspondence with Deborah Hornbostel regarding Colliers listing; correspondence and discussion with David Tang, Jessica Penley regarding standard Agreement of Purchase & Sale and Colliers Appraisal; correspondence with Matt Bruchkowsky regarding Colliers appraisal; correspondence with Deborah Hornbostel, Matthew Lem regarding meeting with MSI;	1.60

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Date	Initials	Description	Hours
11/16/2023	JP	Attend to correspondence regarding Colliers marketing; discussions with J. Carhart and D. Tang regarding same, upcoming meeting with MNP and MSI, issues related to draft form of agreement of purchase and sale;	1.10
11/16/2023	DT	Numerous emails in and amongst J. Carhart, D. Hornbostel with M. Bruchkowsky regarding both MSI meeting and Colliers matters; Microsoft Teams meetings (x 2) with J. Carhart and J. Penley to discuss next steps including strategy for discussion with MSI and structuring of sales agreement, marketing etc.;	1.20
11/17/2023	JCC	Correspondence with Deborah Hornbostel, David Tang regarding discussion with MSI and Harrison Pensa; correspondence with Samuel Linds (Colliers), David Tang regarding Colliers; discussion with representatives of Harrison Pensa and MSI; further discussion with Deborah Hornbostel and David Tang regarding properties;	1.80
11/17/2023	DT	Video conferences with J. Carhart and D. Hornbostel in preparation for meeting with MSI; video conference with T. Hogan, J. Carhart, M. Mukul, D. Hornbostel and C. Hamber; follow up discussion;	2.20
11/19/2023	JCC	Correspondence to David Tang and Deborah Hornbostel regarding discussion with MSI and Harrison Pensa;	0.90
11/19/2023	DT	Emails from J. Carhart and with J. Penley;	0.20
11/20/2023	JCC	Correspondence with David Tang regarding Ministerial Zoning Orders; correspondence to David Tang, Deborah Hornbostel regarding discussion with Colliers; discussion with David Tang, Matthew Brunchkowsky, Samuel Linds (Collier); correspondence with Deborah Hornbostel regarding property; 1.6	1.60
11/20/2023	DT	Video conference with J. Carhart, M. Bruchkowsky and S. Linds to discuss approach to appraisal; various revisions etc.; emails with J. Carhart regarding MZOs and describe why they are likely not a feasible possibility for this site; provide details of	2.00

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Date	Initials	Description	Hours
		2023 MZO approvals and why and how to respond to debtor's allegations and MNP should pursue MZO; review and revise J. Carhart's notes on discussions with MSI's M. Manchanda, H. Pensa, T. Hogan and C. Hamber;	
11/21/2023	JCC	Review correspondence from Matt Bruchkowsky (Colliers) regarding appraisal; correspondence and discussion with Deborah Hornbostel and David Tang regarding Colliers appraisal; correspondence with Deborah Hornbostel, David Tang regarding property tax issues;	1.60
11/21/2023	DT	Meetings with J. Carhart and D. Hornbostel to discuss next steps and potential meeting and various other matters; obtain redline of Appraisal Report and circulate; go over revised valuation from Colliers; discussion of meeting with J. Chau of Equitable Bank; review proposal from MNP to review property tax valuations and provide comments to J. Carhart on quantity and approach to the appeal;	2.40
11/22/2023	JCC	Correspondence with Deborah Hornbostel regarding meeting with Equitable Bank; correspondence with David Tang, Asim Iqbal regarding real property tax appeal process and overall marketing process;	0.90
11/22/2023	DT	Emails with J. Carhart on property tax appeal matters and discussion regarding potential conflict concerns; discussions regarding meeting with Equitable Bank; prepare for motion;	1.80
11/23/2023	GF	Confer with J Carhart re appeal settlement disclaimer issue; review email re same and consider good faith obligation	0.30
11/23/2023	JCC	Meeting with Deborah Hornbostel, Jackson Chau, Wojtek Jaskiewicz, David Tang; correspondence and discussion with Gavin Finlayson regarding Appeal Agreement regarding King - Parliament Secondary Plan;	2.80
11/23/2023	DT	Emails and telephone calls with J., Carhart; prepare for and attend meeting with Equitable Bank, their	2.10

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Date	Initials	Description	Hours
		counsel, D. Hornbostel and J. Carhart to go over status of our receivership potential options, issues and other opportunities; review J. Carhart's emails to A. Iqbal and G. Finlayson regarding potential for retaining appeal of King Parliament Secondary Plan matters;	
11/24/2023	GF	Review documents connected to unopposed adjournment; consider disclaimer issue and case law; review motion for adjournment; prepare for and call with J Carhart and D Tang re unopposed adjournment issue and appeal; instruct associate on research; emails with library re research	3.20
11/24/2023	PC	Call with G. Finlayson; preliminary research re disclaimer in receivership	1.20
11/24/2023	JCC	Review jurisprudence and correspondence to Gavin Finlayson regarding Receivers disclaiming contracts; conference call with David Tang and Gavin Finlayson regarding appeal of King - Parliament Secondary Plan;	1.60
11/24/2023	DT	Video conference meeting with J. Carhart and G. Finlayson to discuss legal options to disclaim or resist potential request by City to withdraw or dismiss appeal of King-Spadina Secondary Plan filed by debtors currently subject to Procedural Order for adjournment and withdrawal and/or dismissal upon site specific zoning being recognized by King Parliament by-laws;	1.70
11/26/2023	GF	Draft memo regarding adjournment on terms and appeal of municipal planning decision; review materials re disclaimer	1.10
11/27/2023	GF	Emails with J Carhart re appeal of planing decision and communications with receiver; review and revise memo to MNP	0.90
11/27/2023	DT	Emails with J. Carhart and D. Hornbostel regarding meeting with MSI;	0.10
11/27/2023	JCC	Correspondence with Deborah Hornbostel, Tim Hogan to set up meeting with MSI; correspondence with Deborah Hornbostel, Jessica Penley regarding template Agreement of Purchase and Sale;	1.20

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Date	Initials	Description	Hours
		correspondence with Deborah Hornbostel regarding abandoned items on premises;	
11/27/2023	JP	Review file material including, in particular, memorandum relating to development entitlements and Concert Settlement Agreement, and consider same in connection with draft template agreement of purchase and sale; attend to correspondence; attend to revisions to draft template APS;	5.20
11/28/2023	MF	Review emails from J Carhart regarding status of MNP /Gault receivership and real property tax assessment materials, issues concerning Colliers and other matters; review of Receivership Order; review of case law regarding receiver's powers; case law review and precedent receivers reports in context of sale process approval;	2.00
11/28/2023	GF	Draft and revise memo to MNP re appeals issue	1.00
11/28/2023	JCC	Correspondence with Jeff Larry, Deborah Hornbostel regarding removal of records; discussion with Jessica Penley, David Tang regarding template Agreement of Purchase & Sale; discussion with Asim Iqbal regarding property tax reassessment;	1.30
11/28/2023	JP	Further consider issues and attend to revisions to draft template agreement of purchase and sale; conference with J. Carhart and D. Tang regarding same;	2.30
11/28/2023	DT	Video meeting with J. Penley and J. Carhart to go over template form or APS provisions;	0.90
11/29/2023	GF	Review and revise memo to MNP re appeal rights connected to property and disclaimer	2.10
11/29/2023	MF	Email to J Carhart and A Iqbal re findings on issues requested and raised in email correspondence;	0.80
11/29/2023	JCC	Correspondence with Monica Faheim, Deborah Hornbostel regarding property tax re-assessment and property listing; correspondence with Gavin Finlayson regarding appeal of King-Parliament Secondary Plan; message to Tim Bristow (Colliers);	0.60
11/29/2023	JP	Further consider issues and attend to further revisions to draft template agreement of purchase	6.50

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Date	Initials	Description	Hours
		and sale;	
11/30/2023	JP	Conference with J. Carhart regarding issues in connection with appraisals and listing agreements;	0.20
11/30/2023	PC	Review legal research re disclaimer of non-monetary obligations;	4.20
11/30/2023	DT	Various emails with J. Carhart and D. Hornbostel;	0.40
11/30/2023	JCC	Correspondence with Deborah Hornbostel regarding property tax assessment; review draft memo and correspondence with Gavin Finlayson regarding King-Parliament Secondary Plan; correspondence with Deborah Hornbostel and discussion with Jessica Penley regarding listing agreement; correspondence with Jessica Penley and correspondence with Deborah Hornbostel regarding template Agreement of Purchase and Sale; call with Tim Bristow (Colliers);	1.80
Total Hours			99.50

Our Fee: 79,882.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
00950	BM	B. Muchalov	Partner	\$770.00	0.80	\$616.00
02257	DR	D. Reynolds	Partner	\$720.00	0.20	\$144.00
00977	DT	D. Tang	Partner	\$990.00	21.00	\$20,790.00
01208	GF	G. Finlayson	Partner	\$990.00	9.10	\$9,009.00
10032	HC	H. Coulter	Law Clerk	\$270.00	0.40	\$108.00
01510	JC	J. Chau	Paraprofessional	\$400.00	1.30	\$520.00
00615	JCC	J. Carhart	Partner	\$925.00	26.10	\$24,142.50
01113	JP	J. Penley	Partner	\$650.00	27.70	\$18,005.00
02853	MF	M. Faheim	Associate	\$465.00	5.70	\$2,650.50
01241	PC	P. Corney	Partner	\$640.00	5.40	\$3,456.00
00241	SCL	S. Solutions Corp.	MT, Clerk	\$145.00	1.40	\$203.00
02410	SP	S. Parekh	Counsel	\$595.00	0.40	\$238.00

Taxable Disbursements



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Invoice 3949041

Land Registry Office Searches	203.55	
Process Server Fees	60.00	
Electronic Registration Search / Fee	60.00	
Corporate Profile Search/Report	27.45	
Certificate of Status/Compliance	18.30	
Bank Act Search (CSRS) - Ontario	42.00	
Bankruptcy Search (Industry Canada)	24.00	
PPSA Search - Ontario	48.00	
Bankruptcy Search - OnCorp Fee	17.15	
Total Taxable Disbursements	<u>500.45</u>	\$500.45
Non-Taxable Disbursements		
Other Non Taxable Charges	76.00	
Total Non-Taxable Disbursements	<u>76.00</u>	\$76.00
Total Fees and Disbursements		\$80,458.45
Ontario HST 13%(R119440766)		
On Fees		\$10,384.66
On Disbursements		\$65.06
Total Amount Due		<u><u>\$90,908.17</u></u>
E.&O.E.		

This is Exhibit "B" referred to in the Affidavit of Shallon Garrafa sworn by Shallon Garrafa of the City of Niagara Falls, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on January 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A027328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

EXHIBIT “B”**SUMMARY OF FEES****Calculation of Average Hourly Billing Rates of
Miller Thomson LLP for the Appointment Period**

Bill #	Bill Date	Fees	Disb.	HST	Hours	Hourly Rate	Total Billed
3920076	09/18/2023	\$39,409.50	\$638.56	\$5,206.25	54.2	\$727.11	\$45,242.01
3926502	09/30/2023	\$45,399.50	\$37.50	\$5,906.81	57.3	\$792.31	\$51,343.82
3936128	10/31/2023	\$85,451.00	\$12.00	\$11,110.19	97.6	\$875.52	\$96,573.19
3949041	11/30/2023	\$79,882.00	\$576.45	\$10,459.60	99.5	\$802.83	\$90,908.17
	Total	\$250,142.00	\$1,264.51	\$32,682.85	308.6	\$810.57	\$284,067.19

This is Exhibit "C" referred to in the Affidavit of Shallon Garrafa sworn by Shallon Garrafa of the City of Niagara Falls, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on January 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927326446B742A...
Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

EXHIBIT “C”**Billing Rates of Miller Thomson LLP for the Appointment Period**

Timekeeper	Rate	Year of Call
Armstrong, Rebecca	\$225.00	Law Clark
Carhart, Jeffrey	\$925.00	1984
Chau, Jessie	\$400.00	Law Clark
Corney, Patrick	\$640.00	2014
Coulter, Hayley	\$270.00	Law Clark
Faheim, Monica	\$445.00	2021
Finlayson, Gavin	\$990.00	2001
Iqbal, Asim	\$720.00	2012
Luna-Martinez, Sandra	\$275.00	Law Clerk
Muchalov, Boris	\$770.00	1999
Parekh, Shaun	\$595.00	2015
Penley, Jessica	\$650.00	2006
Reynolds, David	\$720.00	2011
Tang, David	\$990.00	1990
Watson, Patti	\$180.00	Law Clark

EQUITABLE BANK
Applicant

and **JAMES GAULT HOLDINGS INC.** et al.
Respondents

Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Toronto

AFFIDAVIT OF FEES

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Monica Faheim (LSO#:82213R)
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mfaheim@millerthomson.com

Lawyers for the Receiver, MNP Ltd.

TAB 3

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

THE HONOURABLE) TUESDAY, THE 16TH
)
JUSTICE CONWAY) DAY OF JANUARY, 2024

B E T W E E N:

(Court Seal)

EQUITABLE BANK

Applicant

and

JAMES GAULT HOLDINGS INC. and 1606077 ONTARIO INC.

Respondents

**ORDER
(Sale Process Approval)**

THIS MOTION, made by MNP Ltd., the court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties of James Gault Holdings Inc. (“**Gault**”) and 1606077 Ontario Inc. (“**160**” and collectively, with Gault, the “**Debtors**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* for an order, among other things, approving a sale process, was heard this day by judicial teleconference via Zoom;

ON READING the Order of Justice Cavanagh dated August 8, 2023 (the “**Appointment Order**”), the Notice of Motion dated January 5, 2024, and the first report of the Receiver dated January 5, 2024 and the appendices thereto (the “**First Report**”), and on hearing the submissions

of counsel for the Receiver and counsel for such other parties in attendance at the hearing, all properly served, as it appears from the affidavit of service, 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 as necessary so that this Motion is properly returnable today and hereby dispenses with further service thereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the First Report or the Appointment Order, as applicable.

SALE PROCESS

3. **THIS COURT ORDERS** that the Sale Process, as defined and described in the First Report is hereby approved, including, without limitation, the draft template Agreement of Purchase and Sale and draft Non-Disclosure Agreement attached as Appendices “E” and “F” to the First Report respectively, in each case with such amendments as the Receiver may deem necessary and appropriate.

4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to execute a listing agreement (the “**Listing Agreement**”) between the Receiver and Colliers International (“**Colliers**”) and to take such steps as it deems necessary or advisable to carry out the terms of the Listing Agreement.

5. **THIS COURT ORDERS** that the Receiver is authorized and directed to carry out the Sale Process and to take such steps and to execute such documentation as the Receiver considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction under the Sale Process.

6. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, employees, advisers, agents, counsel and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or willful misconduct of the Receiver, as determined by this Court.

BORROWING CHARGE

7. **THIS COURT ORDERS** that Receiver's Borrowings Charge (as defined in paragraph 21 of the Appointment Order) be increased from a principal amount of \$500,000 to a principal amount of \$900,000, and the Receiver's Borrowings Charge hereby applies and extends to any increased borrowings of the Receiver.

REPORT AND ACTIVITIES OF THE RECEIVER

8. **THIS COURT ORDERS** that the First Report and the activities of the Receiver, as set out in the First Report, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

FEE APPROVAL AND STATEMENT OF RECEIPTS AND DISBURSEMENTS

9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, in the total amount of \$132,651.49 including HST as set out in the Affidavit of Deborah Hornbostel sworn January 4, 2024 and attached as Appendix “H” to the First Report, are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s counsel, Miller Thomson LLP, in the total amount of \$281,738.26 including HST, as set out in the Affidavit of Shallon Garrafa, sworn January 3, 2024 and attached as Appendix “I” to the First Report, are hereby approved.

11. **THIS COURT ORDERS** that the Interim Statement of Receipts and Disbursements as at December 31, 2023 be and is hereby approved.

SEALING

12. **THIS COURT ORDERS** that the Confidential Appendices to the First Report shall be sealed and kept confidential pending the closing of a transaction in respect of the Real Property, or until further Order of the Court.

PIPEDA

13. **THIS COURT ORDERS** that that, pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada), the Receiver and its Assistants are hereby authorized and permitted to disclose and deliver for review personal information of identifiable individuals to prospective purchasers or bidders for the Property and their advisors,

but only to the extent desirable or required to carry out the Sale Process and to negotiate or attempt to complete a transaction pursuant to the Sale Process (a “**Transaction**”). Each prospective purchaser or bidder (and their respective advisors) to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Receiver. The purchaser(s) of any of the Property shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) to which any such purchaser is a party, shall be entitled to use the personal information provided to it that is related to the Property acquired pursuant to the Sale Process in a manner that is in all material respects identical to the prior use of such information by the Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

GENERAL

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, 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, to grant

representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that the Receiver may apply to this Court to amend, vary or supplement this Order, or for advice and directions with respect to the discharge of its powers and duties under this Order, or under the Sale Process, at any time during the term of the Sale Process.

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

(Signature of judge, officer or registrar)

RCP-E 59A (September 1, 2020)

EQUITABLE BANK
Applicant

and **JAMES GAULT HOLDINGS INC.** et al.
Respondents

Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Toronto

ORDER
(Approving Sale Process)

MILLER THOMSON LLP

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mfaheim@millerthomson.com

Lawyers for the Receiver, MNP Ltd.

EQUITABLE BANK
Applicant

and **JAMES GAULT HOLDINGS INC.** et al.
Respondents

Court File No. CV-23-00700642-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

MOTION RECORD

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Lawyers for the Receiver, MNP Ltd.