Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

MOTION RECORD OF THE RECEIVER

March 15, 2024

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Lawyers for the Receiver, Grant Thornton Limited, in its capacity as the court-appointed receiver and

manager of Florentine Financial Corporation and A&H Asset Auctions Inc.

TO: THE SERVICE LIST

Court File No. CV-23-00003417-0000

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TAB 1

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ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

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Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

NOTICE OF MOTION

GRANT THORNTON LIMITED, in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of the assets, undertakings and properties (the "**Property**") of each of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and together with Florentine, the "**Debtors**") will make a motion before a Judge of the Superior Court of Justice, on April 2, 2024 at 10:00 a.m. (Eastern Time), or as soon after that time as the Motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario.

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

☐ In writing under subrule 37.12.1 (1) because it is made without notice;

☐ In writing as an opposed motion under subrule 37.12.1(4);

☐ In person;

☐ By telephone conference;

☒ By video conference;

THE MOTION IS FOR:

1. The Receiver makes a motion for an Order that, amongst other things:

   (a) if necessary, abridges the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with and/or validating service of same;

   (b) approving the First Report of the Receiver dated March 14, 2024 (the "**First Report**") and approving the actions of the Receiver described therein;

   (c) approving the fees and disbursements of the Receiver and its current legal counsel, Aird & Berlis LLP ("**A&B**"), and the Receiver's previous counsel, Minden Gross LLP ("**MG**");

   (d) approving the Devon Listing Agreement (as defined below and attached to the First Report) and ancillary relief in respect of same;

   (e) authorizing the Receiver to enter into a real estate listing agreement for the sale of the Dunbar Property (as defined below) and approving ancillary relief in respect of same;

   (f) increasing the Receiver's Borrowings Charge to $200,000 from $100,000 (as defined in the Receivership Order); and

   (g) such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

2. On November 23, 2023, the Ontario Superior Court granted an Order appointing the Receiver, without security, over all of the assets, undertakings and properties of the Debtors, including but not limited to all the lands and premises municipally described as: (i) 80 Devon

Road, Suite 3 Brampton, Ontario (the "**Devon Property**"), and (ii) 5649 Dunbar Street, Vancouver, British Columbia (the "**Dunbar Property**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and section 101 of the *Courts of Justice Act*, RSO 1990, c. C.43, as amended (the "**Receivership Order**");

The Listing Agreements

3. Pursuant to the Receivership Order, the Receiver is authorized to market the Property, including advertising, or soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver may deem appropriate;

4. The Receiver contacted three commercial realtors and asked them to provide listing proposals for the Devon Property. Each of the realtors attended the Devon Property and prepared listing proposals;

5. The Receiver evaluated the proposals given, and wishes to proceed with Cushman & Wakefield Brokerage pursuant to the terms of a listing agreement attached to the First Report (the "**Devon Listing Agreement**") with a listing price of $3,995,000. This price is within the range of an appraisal obtained by the Receiver and the three listing proposals;

6. The Receiver has obtained an appraisal of the Dunbar Property. The Receiver intends to obtain proposals to list the Dunbar Property for sale from three realtors specializing in commercial real estate in the Vancouver area;

7. Upon evaluating the proposals after they are given, the Receiver may wish to enter into a listing agreement at a price not less than the appraised value of the Dunbar Property (together with the Devon Listing Agreement, the “**Listing Agreements**”);

8. The proposed Listing Agreements represent a reasonable and commercially efficient process which allows a sufficient opportunity to optimize the Receiver’s ability of securing the best possible purchase price for the Property for the benefit of all stakeholders;

9. The Receiver believes that it is in the best interests of the Debtors’ stakeholders to promptly proceed with the Listing Agreements;

Ancillary Relief

10. Due to the increased costs to manage this receivership proceeding as was initially contemplated at the time the Receivership Order was granted, the Receiver is seeking an amendment of the Receiver’s Borrowings Charge to $200,000 from $100,000;

11. The Receiver, its counsel, A&B, and its prior counsel, MG, have accrued fees and expenses in their capacity as Receiver and counsel thereto, which fees and expenses require the approval of this Court pursuant to the Receivership Order;

12. The Receivership Order authorizes the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;

13. The Receivership Order authorizes the Receiver to, *inter alia*, sell, convey, transfer or assign the Property (as defined in the Receivership Order) or any part or parts thereof out of the ordinary course of business, subject to the terms of the Receivership Order;

14. The other grounds set out in the First Report;

15. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

16. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

17. Rules 1.04, 2.03, 3.02, 30 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

18. Such further and other grounds as counsel may advise and this court may permit.

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

19. The First Report, inclusive of the fee affidavits filed on behalf of the Receiver and its counsel; and

20. Such further and other material as counsel may submit and this Court may permit.

Date: March 15, 2024

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Lawyers for the Receiver

THE TORONTO-DOMINION BANK - and **FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.**

Applicant | Respondents

CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

NOTICE OF MOTION

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Lawyers for the Receiver

TAB 2

Court File No.: CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

THE TORONTO DOMINION BANK

Applicant

- and –

FLORENTINE FINANCIAL CORPORATION AND
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APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3. AS AMENDED AND UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO 1990, cC43, AS AMENDED

FIRST REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER AND MANAGER OF FLORENTINE FINANCIAL CORPORATION AND A&H ASSET AUCTIONS INC.

March 14, 2024

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, Ontario, M5H 3T4

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Grant Thornton

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5	Proposed form of listing agreement with Cushman and Wakefield
6	Letter to Ms. Hussain from the Receiver dated February 9, 2024
7	Letter to Ms. Hussain from the Receiver dated February 23, 2024
8	Interim Statement of Receipts and Disbursements dated March 12, 2024
9	Affidavit of Jacob Wiebe sworn March 13, 2024
10	Affidavit of Rachel Moses sworn March 14, 2024
11	Affidavit of Cristian Delfino sworn March 14, 2024

INTRODUCTION

1. On November 23, 2023, pursuant to an application by the Toronto-Dominion Bank (the "**Bank**"), the Honourable Justice Daley of the Ontario Superior Court of Justice (the "**Court**") issued an Order (the "**Receivership Order**") appointing Grant Thornton Limited as Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and collectively with Florentine, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors including the real property owned by Florentine. A copy of the Receivership Order and related endorsement are attached hereto as **Appendix "1"**. The Bank is the primary secured creditor of the Debtors.
2. Florentine is a real estate holding company that holds an interest in two real properties: (i) an industrial commercial condominium unit with the municipal address 80 Devon Road, Unit 3, Brampton, ON (the "**Devon Property**"); and (ii) a plot of vacant land with the municipal address 5649 Dunbar Street, Vancouver, BC (the "**Dunbar Property**").
3. A&H provided liquidation services through public auctions for, among other things, precious gemstones held at the Devon Property. Based on the review of the information made available to the Receiver, A&H's assets include a 2011 Rolls Royce vehicle (the "**Rolls Royce**"). The vehicle is stored at Grand Touring Automobiles dealership ("**GTA**") located in Toronto, Ontario.
4. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Receiver, is contained in the affidavit of Amanda Bezner sworn on October 17, 2023 (the "**Bezner Affidavit**") in support of the Bank's application for the appointment of the Receiver. A copy of the Bezner Affidavit without exhibits is attached hereto as **Appendix "2"**.

PURPOSE OF THIS FIRST REPORT

5. The purpose of this first report of the Receiver (the "**First Report**") is to inform the Court of the Receiver's activities since the date of the Receivership Order and to obtain support of the Receiver's motion for an order of the Court, among other things:
   a. approving the actions and activities of the Receiver as described in this First Report;

b. authorizing the Receiver to enter into a real estate listing agreement with Cushman & Wakefield Brokerage ("**Cushman**") for the sale of the Devon Property;

c. authorizing the Receiver to enter into a real estate listing agreement for the sale of the Dunbar Property;

d. increasing the Receiver's Borrowings Charge to $200,000 from $100,000 (as defined in the Receivership Order); and

e. approving the Receiver's Interim Statement of Receipts and Disbursements and the fees and disbursements of the Receiver and its counsel.

TERMS OF REFERENCE

6. In preparing this First Report, the Receiver has relied upon unaudited, draft and/or other information provided by the principals of the Debtors, contractors, stakeholders and other third-party sources (collectively, the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards.

7. The First Report has been prepared for the use of this Court to provide general information and an update relating to this receivership proceeding (the "**Receivership Proceeding**") for the purpose of assisting the Court in making a determination as to whether to approve the relief sought. This First Report should not be relied on for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

8. Capitalized terms not defined in this First Report are as defined in the Receivership Order. All references to dollars are in Canadian currency unless otherwise noted.

9. Copies of materials filed in these Receivership Proceeding are available on the Receiver's Case Website at www.GrantThornton.ca/FlorentineFinancial.

ACTIONS OF THE RECEIVER

The Devon Property

Current Overview

10. The Receiver attended the Devon Property on November 27, 2023 and met with Sana Hussain ("**Ms. Hussain**"), one of the principals of the Debtors, for the purpose of performing an initial inspection and taking possession of the Debtors' property. At this initial attendance at the Devon Property, the Receiver provided Ms. Hussain with a physical copy of the Receivership Order, for her reference.

11. After taking possession, the Receiver performed the customary day one activities, including changing the locks at the Devon Property and arranging for utilities to be transferred to the Receiver.

12. The Devon Property is a condominium property overseen by Peel Condominium Corporation #346 (the "**Condo Corporation**"). Shortly after the Receivership Order was granted, the Receiver contacted the Condo Corporation and advised them of the Receivership Order. The Condo Corporation advised the Receiver that Florentine was in arrears with payments. The Receiver began making the required monthly maintenance fee payments and advised the Condo Corporation that a reconciliation of the arrears would need to be made, and, following the reconciliation, the proper amount owing would be paid from the proceeds of the sale of the Devon Property.

13. The Receiver learned that as a result of a leaking roof at the Devon Property, the Debtor's insurance company cancelled the insurance policy. The Receiver obtained insurance quotes from 2 insurance companies and obtained insurance coverage for the Devon Property effective January 9, 2024.

14. The Receiver noted that there was no heat at the Devon Property and, as the Receivership Order was granted shortly before winter, the Receiver made arrangements for an HVAC company to attend and make the repairs necessary to provide heat to the property.

Interactions with the Condo Corporation

15. The Receiver requested that the Condo Corporation provide a Status Certificate to the Receiver. On December 19, 2023, the Condo Corporation provided the Receiver a Status Certificate including, among other things, an invoice for amounts allegedly owing by Florentine to the Condo Corporation that totaled $311,096.17 as at October 31, 2023 (the

"**Condo Corporation Invoice**"). The Receiver has asked the Condo Corporation to provide a summary of the amounts claimed, however, this has not been provided to date. A copy of the Condo Corporation Invoice is attached at **Appendix "3"**. The Receiver has summarized the Condo Corporation Invoice based on the descriptions provided at each line item. A summary of amounts alleged owing is therefore as follows:

a. Condominium Fees - $85,742.87 (the "**Condominium Fees**");
b. Legal Fees - $160,254.94; and
c. Interest - $65,099.36.

16. The Condominium Fees, in part, are comprised of entries for the following amounts:

a. April 3, 2023 - $19,000.47; and
b. October 13, 2023 - $31,868.43.

17. The Receiver has received no further explanation from the Condo Corporation supporting the amounts set out in the Condo Corporation Invoice.

18. The roof of the Devon Property has been leaking for several years. At the outset of the receivership, the Receiver took time to evaluate whether: (i) it is in the economic benefit to the stakeholders as a group and in furtherance of the Receiver's mandate to repair the roof of the Devon Property, and (ii) whether requirements of the Condo Corporation are too onerous for the Receiver, rather than a purchaser of the Devon Property, to arrange for the repairs.

19. The Electrical Safety Authority ("**ESA**"), Fire Marshal and the City of Brampton have issued letters to Florentine and the Condo Corporation requiring that the roof be repaired and that certain repairs be made inside the Devon Property. Copies of the letters issued by the ESA, the Fire Marshal and the City of Brampton are attached at **Appendix "4"**. The Receiver spoke with the ESA and the Fire Marshal to better understand the nature of the required repairs. The Receiver has reviewed the required repairs with a contractor who has advised that once the leaking roof has been repaired, the ESA and Fire Marshal orders can quickly be addressed at little cost.

20. Historically, Florentine and the Condo Corporation had an acrimonious relationship. The Receiver understands the dispute with the Condo Corporation pertains to certain changes to the roof of the Devon Property made by Florentine. Some time prior to 2009, Florentine added two HVAC units to the roof of the Devon Property and installed numerous skylights. Florentine advised the Receiver that it obtained authorization for these changes from the

Condo Corporation but has been unable to provide any evidence of this authorization. The Condo Corporation advises that approval was never provided for these changes. The Condo Corporation has insisted that Florentine enter into an agreement with the Condo Corporation pursuant to section 98 of the *Condominium Act* (the "**Section 98 Agreement**") which would specify that Florentine is responsible for the repair and maintenance of the equipment and additions made to the roof of the building. It appears there have been negotiations with respect to the Section 98 Agreement however it has never been completed.

21. The Condo Corporation advises that before any repairs can be completed on the roof, a structural engineering report needs to be completed. This engineering report cannot be completed until Florentine obtains an engineering report on the interior structural stability of the roof (the "**Florentine Engineering Report**"). The Receiver has spoken with the engineer engaged by Florentine who advises that there are two roof beams that need to be reinforced. Florentine's engineer advises that they are owed approximately $10,000 by Florentine and they are not prepared to complete the Florentine Engineering Report until these arrears are paid.

22. The Condo Corporation further advises that once both engineering reports are finalized, the HVAC units on the roof will need to be removed to complete the repair. The Condo Corporation requires that Florentine pay the additional repair costs that will be incurred as a result of the roof changes made by Florentine.

23. The Receiver met with Condo Corporation and its counsel on January 26, 2024 to determine if an agreement could be reached to repair the roof. The Receiver advised that it was unable to enter into a Section 98 Agreement as it is not the unit owner and this could materially affect the Receiver's ability to sell the property. The Receiver suggested that it would advise all interested purchasers that a new owner would need to enter into a Section 98 Agreement with the Condo Corporation as a condition to any sale transaction.

24. The Receiver advised that if the Condo Corporation was agreeable to this plan then the Receiver was interested in working with the Condo Corporation to repair the roof. The Receiver asked that the Condo Corporation provide copies of the quotes that it has obtained for the roof repairs so the Receiver could determine the cost that would be incurred so that it could seek funding to complete the repair. These quotes have not been provided.

25. Subsequent to this discussion on February 13, 2024, the Receiver has received an email from the President of the Condo Corporation: (i) demanding that the Receiver provide the Florentine Engineering Report, and (ii) advising that repair cannot begin and no Section 98 Agreement will be agreed upon until the Condo Corporation's Structural Engineer can complete its report. The Condo Corporation also provided the Receiver with a Special Assessment against the Devon Property dated February 16, 2024 in the amount of $191,024.68 and demanded that it be paid by the Receiver within 10 days (the "**Special Assessment**"). The Special Assessment is summarized as follows:

    a. Estimated Structural engineering costs - $16,950.00
    b. Estimate for the removal of HVAC units - $22,887.44
    c. Estimate for roofing repair cost - $49,419.99
    d. Unpaid Legal costs incurred by Condo Corp. - $64,265.38
    e. Management fee arrears - $47,671.88

26. The Receiver understands that the president of the Condo Corporation is also the President of 715486 Ontario Limited, which is the entity charging $47,671.88 in the management fees. It is unclear at this time whether the amounts provided in the Special Assessment are duplicative of the amounts set out in the Condo Corporation Invoice.

27. The Receiver has certain concerns regarding the appropriateness of the Special Assessment, as it, among other things: (i) levies a special assessment solely against an owner of one of several condominium units, which appears to be offside the Condo Corporation's own by-laws, (ii) contains legal costs without a Court order authorizing those costs, and (iii) includes estimates for the structural engineering work and HVAC removal, neither of which have occurred.

28. It has become apparent that the Condo Corporation is not prepared to work out a solution with the Receiver to repair the roof prior to the sale of the Devon Property. As such, the Receiver intends to list the Devon Property for sale in its current condition.

Florentine Proposed Refinancing

29. Ms. Hussain has advised the Receiver that the prior principals of Florentine intend to obtain financing to repay the Bank in full and to bring a motion to discharge the Receiver. The Receiver has explained that in order to discharge the Receiver, she will need to demonstrate to the Court that: (i) sufficient funding has been secured to repay the Bank as well as any creditor claims ranking in priority to the Bank, (ii) all other creditors will be

paid in the ordinary course of operations, and (iii) the other creditors of Florentine are supportive of the Receiver's discharge. Florentine has not operated in several years and will be unable to operate until the roof of the Devon Property is repaired. In its current state, Florentine cannot operate and, therefore, has no cash flow with which to pay creditors in the ordinary course of operations.

30. The Receiver and its counsel spoke with counsel for a proposed refinancing lender on December 12, 2023. The Receiver explained the process of repaying the Bank and discharging the Receiver. The proposed lender advised that all conditions for refinancing were complete except that the roof needed to be repaired before funds could be advanced. The dispute with the Condo Corporation will therefore prevent this refinancing from occurring. The Receiver has not received any further correspondence from this proposed lender.

31. On February 21, 2024, Ms. Hussain again advised that Florentine secured refinancing and requested a payout statement. The Receiver reminded her of the requirements to obtain a discharge of the Receiver. The Receiver has not received any further communications from Ms. Hussain regarding refinancing.

32. The Receiver understands that Ms. Hussain has retained Miller Thomson LLP in order to payout the outstanding creditors of the Debtors and discharge the Receiver. The Receiver has advised counsel for Ms. Hussain that it is not opposed to this course of action, but that Ms. Hussain will need to provide evidence of financing.

Sale of the Devon Property

33. The Receiver contacted three commercial realtors and asked them to provide listing proposals for the Devon Property. Each of the realtors attended the Devon Property and prepared listing proposals.

34. The Receiver has obtained an appraisal (the "**Devon Appraisal**")[1], a Phase I Environmental Assessment and a Building Condition Report for the Devon Property.

35. The Receiver requests the Court authorize the Receiver to enter into a listing agreement with Cushman substantially in the form attached hereto at **Appendix "5"** with a listing price of $3,995,000. This price is within the range of the Devon Appraisal and the three listing proposals.

[1] A copy of the appraisal of the Devon Property will be made available to the Court upon request.

36. If a reasonable offer to purchase the Devon Property is obtained, the Receiver will seek Court authorization to complete the sale.

The Dunbar Property

37. The Receiver attended the Dunbar Property and verified that it is a parcel of vacant land between two buildings and is fenced off at both ends to prevent anyone accessing the property.

38. The Receiver arranged for liability insurance coverage on the Dunbar Property.

39. The Receiver was contacted by counsel representing Amir Durrani (“**Durrani**”) and 3283313 Canada Inc. c.o.b. as Federal Auction Service (“**FAS**”). Counsel provided the Receiver with a Statement of Claim commenced by Durrani and FAS in which Durrani claims to have a 50% beneficial interest in Florentine and/or the Devon Property and Dunbar Property.

40. The Receiver and its counsel spoke with counsel for Durrani on February 8, 2024, at which time the Receiver advised of its appointment and that the Receiver intended to sell the Devon Property. Counsel for Durrani advised that he would seek instructions from his client and would advise the Receiver by February 22, 2024 if Durrani was agreeable to the Receiver selling the Dunbar Property and that Durrani could then make his claim against the sale proceeds. Counsel for Durrani has not provided any further communication indicating his client’s position on the Receiver’s proposed sale of the property.

Potential Sale of the Dunbar Property

41. The Receiver has obtained an appraisal of the Dunbar Property[2]. The Receiver proposes to obtain proposals to list the Dunbar Property for sale from three realtors specializing in commercial real estate in the Vancouver area (the “**Dunbar Realtors**”).

42. The Receiver requests that the Court authorize the Receiver to enter into a listing agreement with one of the Dunbar Realtors at a price not less than the appraised value. If a reasonable offer to purchase the Dunbar Property is obtained the Receiver will seek Court authorization to complete the sale.

[2] A copy of the appraisal of the Dunbar Property will be made available to the Court upon request.

The Rolls Royce

43. Ms. Hussain advised the Receiver that the Rolls Royce was in the possession of GTA. The Receiver notified GTA of the Receivership Proceeding and attended the dealership to inspect the Rolls Royce.

44. GTA advised that the Rolls Royce was not operational and required significant repairs and maintenance before it could be driven. GTA also advised that they had requested A&H to retrieve the vehicle in January 2021. A&H had not retrieved the vehicle. On January 25, 2021, GTA sent a letter to A&H advising that the Rolls Royce was accruing storage charges of $60 per day (the "**Storage Fee**"). GTA has not provided any acknowledgement by A&H accepting the Storage Fee.

45. GTA is claiming repair costs of $26,151.49 plus the Storage Fee of $76,614 in respect of storage from January 25, 2021 to February 29, 2024.

46. The Receiver is in the process of determining if the Storage Fee is enforceable and if it is economical to arrange for the sale of the Rolls Royce.

Other Actions of the Receiver

47. In addition to the actions described above the Receiver has conducted the following activities in the course of the receivership:

    a. prepared and sent the Notice and Statement of Receiver for each of the Debtors in accordance with sections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* to the Debtors, the Office of the Superintendent of Bankruptcy and all known creditors of the Debtors;

    b. responded to calls and inquiries from the creditors;

    c. performed regular inspections of the Devon Property;

    d. organized removal of personal property items by former contractors to the Debtors;

    e. engaged with Ms. Hussein regarding various administrative matters and putting her on notice to cease unauthorized actions taken by her on behalf of the Debtors contrary to the terms of the Receivership Order;

    f. registered the Receivership Order on title to the Dunbar Property and the Devon Property; and

g. arranged for Canada Revenue Agency to conduct a source deduction trust examination for A&H.

Other Matters

A&H Action

48. A&H commenced an action (Court File No. CV-15-540516) (the "**Action**") against the Better Business Bureau of Central Ontario ("**BBB**"), Canada Revenue Agency ("**CRA**") and numerous other parties (collectively, the "**Crown Defendants**") on November 13, 2015. In the Action, A&H sought damages in the amount of $16,500,000 for statements allegedly made by the BBB and the Crown Defendants which A&H claimed hurt its business. The Court dismissed the action on November 3, 2023 (the "**Dismissal Judgment**") and on February 9, 2024 the Court awarded costs to BBB and the Crown Defendants in the amounts of $87,122.55 and $150,416.00 respectively.

49. The Receiver was unaware of this action until it received a letter from counsel to the BBB on February 7, 2024 advising that, subsequent to the Receivership Order, Ms. Hussain filed an appeal of the Dismissal Order on behalf of A&H on December 4, 2023. The Receiver advised counsel for BBB that Ms. Hussain has no authority to act for A&H and that the Receiver had not authorized the appeal.

50. The Receiver sent a letter to Ms. Hussain dated February 9, 2024 advising that the prior principals of A&H have no authority to file the Notice of Appeal or to continue to take any steps regarding the appeal. The Letter to Ms. Hussain dated February 9, 2024 is attached hereto as **Appendix "6"**.

51. On February 21, 2024, Ms. Hussain sent a further letter to the Court advising that she is seeking to retain counsel to discharge the Receiver. The Receiver's counsel wrote to Ms. Hussain again on February 23, 2024 instructing her to cease her attempts to continue court proceedings in the name of A&H and to stop using the domain @assetauctions.ca in her email correspondence, as this domain is owned by A&H. The Letter to Ms. Hussain dated February 23, 2024 is attached hereto as **Appendix "7"**. As of the date of this First Report, the Receiver has not received a response from Ms. Hussain.

52. On March 11, 2024, the Receiver received correspondence from the Court of Appeal advising that in order to abandon the Action, the Receiver must go on record to serve and file a notice of abandonment with the Court. The Receiver does not wish to go on record

for this matter and intends to advise the Court that it takes no position with respect to the Court's disposition of the Appeal.

CRA Gemstones

53. On March 8, 2024, the Receiver received a letter from CRA in which CRA advised it had engaged a Bailiff to seize certain gemstones owned by a tax debtor. The Bailiff entered into an agreement with A&H whereby A&H was authorized to set the gemstones in jewelry and sell the jewelry. CRA advised that the last accounting A&H provided showed that A&H still had $1,744,927 of gemstones in its possession. CRA provided an inventory listing of these remaining gemstones.

54. The Receiver has inquired with Ms. Hussain as to the location of these gemstones. However, rather than responding directly, Ms. Hussain directed the Receiver to her counsel at Miller Thomson LLP.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

55. Attached hereto as **Appendix "8"** is the Receiver's Interim Statement of Receipts and Disbursements as at March 12, 2024 (the "**Interim SRD**").

Professional Fees and Disbursements

56. The Receiver and its counsel have maintained detailed records of their professional fees.

57. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.

58. The total fees and disbursements of the Receiver to February 29, 2024 amount to $76,465.33 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn March 13, 2024, a copy of which is attached hereto as **Appendix "9"**.

59. The total fees and disbursements of the Receiver's counsel, Minden Gross LLP, to December 15, 2023 amount to $7,718.71 inclusive of disbursements and HST and are more particularly described in the affidavit of Rachel Moses sworn March 14, 2024, a copy of which is attached hereto as **Appendix "10"**.

GrantThornton

60. In mid-December 2023, Aird & Berlis LLP replaced Minden Gross LLP as Receiver's counsel. The total fees and disbursements of Aird & Berlis LLP, to February 29, 2024 amount to $27,008.75 inclusive of disbursements and HST and are more particularly described in the affidavit of Cristian Delfino sworn March 14, 2024, a copy of which is attached hereto as **Appendix "11"**.

61. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

FUNDING OF THE RECEIVERSHIP

62. Paragraph 21 of the Receivership Order authorizes the Receiver to borrow up to $100,000 (the "**Borrowing Limit**") as it deems necessary for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by the Receivership Order, including interim expense.

63. The Receiver has borrowed $100,000 to fund the receivership as reported in the Interim SRD and hereby requests that the Court amend paragraph 21 of the Receivership Order to increase the Borrowing Limit to $200,000.

REQUEST OF THE COURT

64. Based on the foregoing the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 5 of this First Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED
In its capacity as Court appointed Receiver of
Florentine Financial Corporation and A&H Asset Auctions Inc.
and not in its personal or corporate capacity

Per:

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX “1”

COURT FILE NO.: CV-23-00003417-0000

SUPERIOR COURT OF JUSTICE – ONTARIO
7755 Hurontario Street, Brampton ON L6W 4T6

RE: THE TORONTO-DOMINION BANK

AND:

FLORENTINE FINANCIAL CORPORATION Et Al

BEFORE: Justice DALEY

COUNSEL: HOGAN, Timothy C. (thogan@harrisonpensa.com) for the applicant

HEARD: November 23, 2023, Video Conference

ENDORSEMENT

[1] No one opposing the application by the bank, an order shall issue in accordance with the draft order.

Dated: November 23, 2023

Daley J

Court File No. CV-23-00003417-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 23rd
	)	
JUSTICE DALEY	)	DAY OF NOVEMBER, 2023

THE TORONTO-DOMINION BANK

Applicant

\- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

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 Grant Thornton Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Florentine Financial Corporation and A&H Asset Auctions Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including the real property described at Schedule "A" hereto and owned by Florentine Financial Corporation (the "Real Property"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Amanda Bezner sworn October 17, 2023 and the Exhibits thereto, the Factum of the Applicant dated November 7, 2023, and on hearing the submissions of counsel for the Applicant as duly served as appears from the affidavits of service of Emma Benaway sworn October 20, 2023 and November 7, 2023 and of Isabelle Stacey sworn

November 15, 2023, and on reading the consent of Grant Thornton Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and 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, Grant Thornton Limited 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 Debtors, including the Real Property, and also including all proceeds thereof (collectively, 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 Debtor 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 $150,000; 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;

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

l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the 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, including but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 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 $100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.GrantThornton.ca/FlorentineFinancial'.

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.

Daley J.

Justice Daley, Ontario Superior Court of Justice

SCHEDULE "A"

REAL PROPERTY

UNIT 3, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 346; PT BLK 3 PL 43M680, PT 1 43R14084, MORE FULLY DESCRIBED IN SCHEDULE ‘A’ OF DECLARATION LT135495; CITY OF BRAMPTON (PIN 19346-0003 LT)

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "Receiver") of the assets, undertakings and properties Florentine Financial Corporation and A&H Asset Auctions Inc. acquired for, or used in relation to a business carried on by the Debtors, including the Real Property (as defined in the Appointment Order), and 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.

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.

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.

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

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.

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.

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__.

Grant Thornton Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ___________________________________

Name:
Title:

THE TORONTO-DOMINION BANK v. FLORENTINE FINANCIAL CORPORATION, et al.

Applicant Respondents

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON, ONTARIO

ORDER

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rdanter@harrisonpensa.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

APPENDIX “2”

Court File No.
CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN

THE TORONTO-DOMINION BANK

Applicant

-and-

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

AFFIDAVIT OF AMANDA BEZNER

(sworn October 17, 2023)

I, **AMANDA BEZNER**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Senior Account Manager for the Plaintiff, The Toronto-Dominion Bank, with the Applicant, The Toronto-Dominion Bank (the "**Bank**") and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

<u>The Respondents</u>

2. The Respondent, Florentine Financial Corporation ("**Florentine**") is a company incorporated pursuant to the laws of the Province of Ontario. Attached hereto to this my affidavit and marked as **Exhibit "A"** is a true copy of the Corporate Profile of Florentine.

3. The Respondent, A&H Asset Auctions Inc. ("**A&H**", A&H together with Florentine collectively, the "**Debtors**" or the "**Respondents**") is a company incorporated pursuant to the laws of the Province of Ontario. Attached hereto this my affidavit and marked as **Exhibit "B"** is a true copy of the Corporate Profile of A&H.

4. Florentine and A&H operate from premises owned by Florentine and located in the City of Brampton, Ontario, municipally known as 80 Devon Road, Unit 3, Brampton, Ontario, and legally described as:

   a. UNIT 3, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 346; PT BLK 3 PL 43M680, PT 1 43R14084, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT135495; CITY OF BRAMPTON (PIN 19346-0003 LT)

   (the "**Real Property**").

   Attached hereto to this my affidavit and marked as **Exhibit "C"** is a true copy of the parcel registry search results for the Real Property.

5. A&H ceased operating in the normal course at the onset of the COVID-19 Pandemic and has not resumed its operation. As a result, A&H has not operated for over three years.

6. Shanawaz Khan ("**Shanawaz**") is the sole principal of Florentine and A&H.

7. Florentine is liable to the Bank under the Financing (as defined below) and A&H is liable to the Bank under the A&H Guarantee (as defined below) which is held in support of the Financing.

8. The Debtors did default under the terms of the Financing as follows:

a. The Condo Lien (as defined herein) was registered as against title to the Real Property;

b. Florentine has failed to pay municipal property taxes in relation to the Real Property resulting in municipal property tax arrears totaling $29,283.03 as of June 19, 2023 (the "**Property Tax Arrears**");

c. Florentine has failed to make payments as they have become due in relation to the Term Loan (as defined herein) pursuant to the Letter Agreement (as defined herein; and,

d. The Debtors have failed to keep current their respective corporate filings as required by the *Canada Business Corporations Act*.

e. The Debtors have failed to maintain a Debt Service Coverage of not less than 120%; and,

f. The Debtors have failed to maintain a Total Debt to Effective Net Worth at a maximum of 3.00:1.

(collectively, the "**Defaults**")

The Real Property

9. The Real Property consists of a condo unit, and is located in the City of Brampton, Ontario.

10. The Bank holds a first-priority charge over the Real Property, as evidenced by the Mortgage (as defined below), and subject to any priority charges created by the Property Tax Arrears.

11. There is a subsequent in time condo lien (the "**Condo Lien**") registered as against the Real Property in favour of Peel Condominium Corporation No. 346 ("**Peel Condo Corp 346**"). Peel Condo Corp 346 has been served with the within

Application.

<u>The Financing and The Bank's Security</u>

12. As of September 11, 2023, the Respondents are indebted to the Bank as follows, plus accruing interest and the Bank's continuing costs of enforcement (collectively, the "**Obligations**"):

    a. Florentine – the sum of $922,202.82, as detailed below

    b. A&H – the sum of $862,202.82, pursuant the A & H Guarantee as defined below.

13. The Obligations were incurred by the Respondents in respect of certain financing advanced to Florentine pursuant to the terms of a Letter Agreement dated December 17, 2020, as amended by an Amending Agreement dated January 24, 2023 (collectively, the "**Letter Agreement**"). Attached hereto to this my affidavit and marked as **Exhibit "D"** is a true copy of the documents comprising the Letter Agreement.

14. The credit facilities established by the Letter Agreement are:

    a. <u>Committed Reducing Term Facility</u>: provided to Florentine, with a credit limit of $900,000, upon which the sum of $831,864.22 plus interest in the amount of $13,182.07 is owing as at September 11, 2023 (the "**Term Loan**").

15. The Bank also provided a Canada Emergency Business Account Loan to Florentine in the amount of $60,000, upon which the sum of $60,000 is owing as at September 11, 2023 (the "**CEBA Loan**").

16. Florentine's bank account with the Bank bearing Account No. 5****** ***6 is in overdraft in the amount of $7,062.26, including interest, (the "**Overdraft**") as at September 11, 2023.

(13-15 collectively, the "**Financing**").

17. Terms and Conditions of the Financing include the following:

    a. That Florentine must not further encumber the Real Property without consent of the Bank; and,

    b. That Florentine must stay current on all property taxes owing in relation to the Real Property.

18. The Bank holds, *inter alia*, the following security over the property of the Respondents as security for the Financing:

    a. General Security Agreement from Florentine dated January 29, 2021 (the "**Florentine GSA**").;

    b. General Security Agreement from A&H dated January 29, 2021 (the "**A&H GSA**" and together with the Florentine GSA collectively, the "**GSAs**"). Attached hereto to this my affidavit and marked as **Exhibit "E"** is a true copy of the GSAs;

    c. The following Guarantees (collectively, the "**Guarantees**"):

        i. Guarantee dated January 29, 2021 from A&H, unlimited in sum (the "**A&H Guarantee**"); and,

        ii. Guarantee Dated January 29, 2021 from Shanawaz, unlimited in sum.

Attached hereto to this my affidavit and marked as **Exhibit "F"** are true copies of the Guarantees.

d. Charge/Mortgage of Land, in the original principal sum of $900,000, receipted as instrument number PR3778969 on February 8, 2021 and standard charge terms 8520 (the "**Mortgage**") over the Real Property. Attached hereto to this my affidavit and marked as **Exhibit "G"** is a true copy of the Mortgage.

(collectively, the "**Security**")

<u>The Bank's Security Interest in the Real Property</u>

19. The Bank's interest in the Real Property is secured by the Mortgage.

20. The Condo Lien is also registered against the Real Property, which is subsequent in priority to the Bank's Mortgage.

21. The Mortgage, *inter alia*, the following terms (emphasis added):

> ***1. Definitions***
>
> *…*
>
> *(g) <u>Indebtedness means all monies and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Chargor [158], as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Chargor or from other dealings or proceedings by which the Bank may become a creditor of the Chargor</u> including, without limitation, advances upon overdrawn accounts or upon bills of exchange, promissory notes or other obligations discounted for the Chargor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Chargor and all interest, damages and Costs, and all premiums of insurance upon the buildings, Fixtures and improvements now or hereafter brought or erected upon the said Property which may be paid by the Bank and Taxes.*
>
> ***2. Charge of Property***

The Chargor has, at the request of the Bank, agreed to give this Charge as a CONTINUING COLLATERAL SECURITY for payment to the Bank ON DEMAND of the Indebtedness, provided that such security be limited to the Principal Amount plus Costs with interest thereon at the Interest Rate. Interest at the Interest Rate is calculated and payable monthly, not in advance, before and after demand, default and judgment, with interest on overdue interest and on all other amounts charged to the Chargor hereunder at the Interest Rate. The Chargor:

i. if the Property is a freehold property, hereby charges the Property to the Bank; or

ii. if the Property is a leasehold interest, hereby charges and subleases the Property to the Bank for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Chargor in the lease;

to secure the repayment of the Indebtedness and the performance of all of the obligations of the Chargor contained herein. The Chargor hereby releases to the Bank all its claims upon the Property until the Chargor has repaid the Indebtedness and performed all of the obligations of the Chargor in the manner provided by this Charge.

2. Covenants of the Chargor

The Chargor hereby covenants with the Bank that:

3. The Chargor will ON DEMAND pay the Indebtedness and observe all provisos, conditions and agreements contained herein;

(b) The Chargor has a good title in fee simple to the Property (unless the Chargor is a lessee of the Property), save and except prior registered encumbrances;

I The Chargor has the right to charge the Property to the Bank;

(d) On default, the Bank shall have quiet possession of the Property, free from all encumbrances, save as aforesaid;

(e) Covenant 1.vii, deemed to be included in this Charge by subsection 7(1) of the Land Registration Reform Act, 1984 is hereby expressly varied by providing that the Chargor will, before or after default, execute such further assurances of the Property and do such other acts, at the Chargor's expense, as may be reasonably required;

…

(h) This Charge shall be void UPON REPAYMENT of the Indebtedness upon demand; or without demand, UPON PERMANENT REPAYMENT of the Indebtedness, with written notice to such effect to the Bank. The Chargor releases to the Bank all the Chargor's claims upon the Property subject to this paragraph; and

(i) The Chargor agrees to assign to the Bank forthwith upon the request of the Bank as additional security for payment of the Indebtedness and the performance of the covenants herein contained, any present or future lease which may be granted by the Chargor as to the whole or any portion of the Property and agrees to deliver to the Bank executed copies of all such leases at the written request of the Bank. The Chargor covenants to perform and comply with all lessor's covenants contained in any leases assigned by the Chargor to the Bank. Notwithstanding the assignment or assignments of any lease or leases by the Chargor to the Bank, it is nevertheless declared and agreed that none of

the rights or remedies of the Bank under this Charge shall be delayed or in any way hindered or prejudiced by such assignment or assignments or by any act of the Bank pursuant thereto.

<u>The Bank's Security Interest in the Personal Property of the Respondents</u>

22. The GSAs contain identical terms, and secure the following personal property of the Respondents:

> ***1. SECURITY INTEREST***
>
> *The Grantor [the Respondents] hereby grants to the Bank a security interest in, and assigns (other than with respect to trademarks), mortgages, charges, and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertakings of any kind hereinafter described below, in which the Grantor has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral")…*
>
> ***2. OBLIGATIONS SECURED***
>
> *The Security interest secures payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever or howsoever incurred, whether incurred before, at the time of or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from the dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").*

23. The Bank has registered Financing Statements as against each Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the "**PPSA**") to perfect its security interest in the personal property of the Respondents secured under the GSAs.

24. The Personal Property Security Registration System Search Results for the Respondents confirm that the Bank holds a perfected security interest in the personal property of the Respondents as secured by the GSAs. Attached hereto to this my affidavit and marked as **Exhibit "H"** and **Exhibit "I"** are true copies of

the Personal Property Security Registration System Search Results for each Respondent, current to August 29, 2023.

Demands

25. The Respondents are insolvent, and have Defaulted under the Financing, as set out above, which Defaults continue.

26. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to Florentine, both dated June 16, 2023, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "***BIA***"), (the "**Demand**"). The Bank also issued a demand for payment to Shanawaz and A&H, dated June 16, 2023 (the "**Guarantor Demand**") (collectively, the "**Demands**"). All statutory notice periods in relation to the Demands have expired. Attached hereto to this my affidavit and marked as **Exhibit "J"** is a true copy of the Demand. Attached hereto to this my affidavit and marked as **Exhibit "K"** is a true copy of the Guarantor Demand.

Correspondence with the Respondents and Forbearance

27. The Bank did engage Grant Thornton Limited ("**Grant Thornton**") as its agent to assist with collection of amounts owing to the Bank.

28. On July 27, 2023, Bank counsel did advise the Respondents and their counsel that the Demands had expired, and that the Bank would be willing to provide further forbearance on terms agreeable to the Bank. Attached hereto to this my affidavit and marked as **Exhibit** "**L**" is a true copy of the email dated July 27, 2023 from the Bank's counsel to the Respondents' counsel and attached forbearance agreement (the "**Forbearance Agreement**").

29. On July 31, 2023, Grant Thornton received correspondence from a mortgage broker on behalf of the Respondents seeking a payout figure to pay out the Indebtedness and discharge the Mortgage. Attached hereto to this my affidavit and marked as **Exhibit "M"** is a true copy of the email dated July 31, 2023 from the mortgage broker to Grant Thornton.

30. On August 1, 2023, Grant Thornton received correspondence from the Respondents informing that Florentine was waiting on offers for the refinancing of the Real Property and further that the Respondents would be selling a Rolls Royce to pay the arrears on the Mortgage and outstanding property taxes owing in relation to the Real Property. Attached hereto to this my affidavit and marked as **Exhibit "N"** is a true copy of the email dated August 1, 2023 from the Respondents to Grant Thornton.

31. On August 16, 2023, Grant Thornton was copied on an email from a mortgage broker advising that Florentine management was not returning their calls and as a result the mortgage broker was cancelling their commitment dated July 27, 2023. Attached hereto and marked as **Exhibit "O"** is a true copy of the email dated August 16, 2023.

32. On August 16, 2023, following a lack of correspondence from the Respondents and failure of the Respondents to provide a signed copy of the Forbearance Agreement, the Bank's counsel did advise the Respondents and their counsel that should the terms of the Forbearance Agreement not be concluded on or before August 18, 2023, the Bank would proceed with an application seeking to appoint Grant Thornton as Receiver. Attached hereto to this my affidavit and marked as **Exhibit "P"** is a true copy of the correspondence issued to the Respondents.

33. On August 22, 2023, counsel for the Bank received correspondence from counsel for the Respondents (the "**August 22 Letter**") which identified issues at the Real Property including repairs that are reportedly required, including to the roof, at the Real Property which Peel Condo Corp 346 has refused to undertake, as well as ongoing litigation between the property manager at the Real Property, Peel Condo Corp 346 and the Respondents. Attached hereto to this my affidavit and marked as **Exhibit "Q"** is a true copy of the August 22 Letter.

34. The August 22 Letter further confirmed the Respondents' intention to sell a Rolls Royce and use the proceeds of said sale to pay the arrears on the Mortgage and outstanding property taxes owing in relation to the Real Property as well as referencing a property in BC and the impediment in selling it.

35. The August 22 Letter further stated that the Respondents were willing to enter into the Forbearance Agreement however not in its current form. No further comments were provided with respect to proposed changes to the Forbearance Agreement.

36. In response to the August 22 Letter, counsel for the Bank advised that the Defaults remained uncured, and the terms of the Forbearance Agreement had been refused and that as a result, the Bank would apply to the Court seeking an Order appointing Grant Thornton as Receiver of the property of the Respondents. Attached hereto to this my affidavit and marked as **Exhibit "R"** is a true copy of email correspondence dated August 25, 2023 sent to counsel for the Respondents.

<u>The Appointment of a Receiver</u>

37. The Obligations due pursuant to the Demand and Guarantor Demand have not been paid. The ten (10) day period under section 244 of the *BIA* has expired.

38. The Bank is in a position to appoint a receiver over the assets and property of the Respondents as secured by the Bank's Security, pursuant to section 243 of the *BIA*.

The Real Property

39. The Mortgage grants the Bank the power to appoint a Receiver over the Real Property as a result of the Defaults, and state, in part (emphasis added):

> ***8. Appointment of Receiver***
>
> *If the Chargor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Chargor to the Bank then the Bank may in writing, appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this Charge includes a receiver and manager. The following provisions shall apply to this paragraph:*
>
> *(a) The receiver so appointed is conclusively the agent of the Chargor and the Chargor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be responsible in any way for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected;*
>
> *(b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such;*
>
> *(c) All monies received by the receiver, after providing for payment and charges ranking prior to this Charge and for all applicable Costs shall be applied in or towards satisfaction of the remaining Indebtedness;*
>
> *(d) The receiver so appointed shall have power to:*
>
> > *(i) take possession of the Property, collect rents and profits and realize upon additional or collateral security granted by the Chargor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Chargor or otherwise;*
> >
> > *(ii) carry on or concur in carrying on the business which the Chargor is conducting on and from the Property and for that purpose may borrow money on the security of the Property in priority to this Charge; and*
> >
> > *(iii) lease all or any portion of the Property and for this purpose execute contracts in the name of the Chargor which said contracts shall be binding upon the Chargor;*
>
> *(e) The rights and powers conferred herein are supplemental to and not in substitution for any rights which the Bank may have from time to time.*

40. The Respondents are in Default of the Financing, and the loans advanced

thereunder are due and payable in full. The Bank is entitled to seek the appointment of a Receiver over the property of the Respondents, including the Real Property as a result thereof, and the terms of the Mortgage, provide the Bank with the power to appoint a Receiver over the Real Property.

Personal Property

41. Paragraph 12 of the GSAs grant the Bank the right to appoint a Receiver over the personal property of each of the Respondents secured thereunder as a result of the Defaults, as follows:

> ***12. REMEDIES***
>
> *(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:*
>
> *(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").*
>
> *(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.*
>
> *(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.*

42. The Respondents are in Default of the terms of the Financing, and the

Obligations are due and payable in full.

43. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all of the personal property of the Respondents as secured by the GSAs.

The Bank's Position

44. The terms of the Security authorize the Bank to appoint a Receiver over all personal property of the Respondents, and of the Real Property, as a result of the Defaults.

45. The Obligations due pursuant to the Demands have not been paid. The Respondents are insolvent and are in Default of the Financing. The notice periods under the BIA have expired, and the Bank is unwilling to provide the Respondents with any further credit.

46. A&H ceased operations in the normal course at the onset of the COVID-19 Pandemic and has not resumed operations. As a result, the business which funded payment of the Financing is not operating.

47. The Bank is in a position to appoint a Receiver over the personal property of the Respondents and of the Real Property, as secured by the Mortgage, pursuant to section 243 of the *BIA*.

48. The Respondents have failed to provide the Bank with a signed Forbearance Agreement which would govern terms of forbearance from the Bank.

49. Despite the clear terms of the Financing, Florentine has allowed the Real Property to be further encumbered pursuant to the Condo Lien, each of which

may impact the value of the Mortgage. There are Property Tax Arrears owing on the Real Property. The Appointment of a Receiver is necessary in order to (i) address the priorities of the various encumbrances on the Real Property, and (ii) conclude a sale of the Real Property, and to apply the proceeds of such sale to the Obligations.

50. The appointment of a Receiver will also be necessary to address payment or resolution of the Property Tax Arrears. Further, a Receiver is necessary to ensure that such amounts do not continue to increase.

51. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Respondents, and the interests of the Bank, as secured creditor, and other stakeholders.

52. The Bank proposes that Grant Thornton be appointed as Receiver, without security, of the Real Property, as secured by the Mortgage, and over all personal property of the Respondents as secured by the GSAs.

53. Grant Thornton has consented to act as Receiver should this Honourable Court so appoint it.

54. This affidavit is made in support of the within application for the appointment of Grant Thornton as Receiver, without security, over all of the assets, undertakings, and properties of the Respondents, including the Real Property, and for no other improper purpose.

***Sworn* or *Affirmed* before me:** ☐ in person OR ☒ by video conference

by Amanda Bezner of the City of Toronto in the Province of Ontario, before me at the City of London in the Province of Ontario, on October 17, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

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

DocuSigned by:
93810FB7C36A4F1...

Signature of Commissioner (or as may be)

DocuSigned by:
Amanda Bezner
6CB3EC0DD99F48B...

AMANDA BEZNER

APPENDIX “3”

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

C

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2013-12-31	Balance forward		0.00
2014-01-01	INV #FeeJan2014. Due 2014-01-01. --- Condo Fee $1,000.00 --- Note : On 5th March 2015, Unit # 3 deposited $5,000 in Scotia Bank General Account of PCC346. Allocated as follows: $1,000 applied for March 2015 Condo Fee and balance amount of $4,000 applied for the oldest defaulted months of : Jan 2014, $1,000 Monthly Condo Fee Feb 2014, $1,000 Monthly Condo Fee Mar 2014, $1,000 Monthly Condo Fee Apr 2014, $1,000 Monthly Condo Fee	1,000.00	1,000.00
2014-01-31	INV #Int-Jan2014. Due 2014-01-31. --- Interest $15.00 --- Defaulted Jan 2014 Condo Fee - Late Payment received on March 5, 2015. Interest as per Bylaw to debit every month during the default period. Lien rights expired as Unit 3 itself was the incharge of PCC346.	15.00	1,015.00
2014-02-01	INV #FeeFeb2014. Due 2014-02-01. --- Condo Fee $1,000.00 --- Note : On 5th March 2015, Unit # 3 deposited $5,000 in Scotia Bank General Account of PCC346. Allocated as follows: $1,000 applied for March 2015 Condo Fee and balance amount of $4,000 applied for the oldest defaulted months of : Jan 2014, $1,000 Monthly Condo Fee Feb 2014, $1,000 Monthly Condo Fee Mar 2014, $1,000 Monthly Condo Fee Apr 2014, $1,000 Monthly Condo Fee	1,000.00	2,015.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2014-02-28	INV #Int-Feb2014. Due 2014-02-28. --- Interest $30.23 --- Defaulted Jan 2014 and Feb 2014 Condo Fee - Late Payment received on March 5, 2015. Interest as per Bylaw to debit every month during the default period. Lien rights expired as Unit 3 itself was the incharge of PCC346.	30.23	2,045.23
2014-03-01	INV #FeeMar2014. Due 2014-03-01. --- Condo Fee $1,000.00 --- Note : On 5th March 2015, Unit # 3 deposited $5,000 in Scotia Bank General Account of PCC346. Allocated as follows: $1,000 applied for March 2015 Condo Fee and balance amount of $4,000 applied for the oldest defaulted months of : Jan 2014, $1,000 Monthly Condo Fee Feb 2014, $1,000 Monthly Condo Fee Mar 2014, $1,000 Monthly Condo Fee Apr 2014, $1,000 Monthly Condo Fee	1,000.00	3,045.23
2014-03-31	INV #Int-Mar2014. Due 2014-03-31. --- Interest $45.68 --- Defaulted Jan 2014, Feb 2014 and March 2014 Condo Fee - Late Payment received on March 5, 2015. Interest as per Bylaw to debit every month during the default period. Lien rights expired as Unit 3 itself was the incharge of PCC346.	45.68	3,090.91

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2014-04-01	INV #FeeApr2014. Due 2014-04-01. --- Condo Fee $1,000.00 --- Note : On 5th March 2015, Unit # 3 deposited $5,000 in Scotia Bank General Account of PCC346. Allocated as follows: $1,000 applied for March 2015 Condo Fee and balance amount of $4,000 applied for the oldest defaulted months of : Jan 2014, $1,000 Monthly Condo Fee Feb 2014, $1,000 Monthly Condo Fee Mar 2014, $1,000 Monthly Condo Fee Apr 2014, $1,000 Monthly Condo Fee	1,000.00	4,090.91
2014-04-30	INV #Int-Apr2014. Due 2014-04-30. --- Interest $61.36 --- Defaulted Jan 2014, Feb 2014, Mar 2014 and Apr 2014 Condo Fee - Late Payment received on March 5, 2015. Interest as per Bylaw to debit every month during the default period. Lien rights expired as Unit 3 itself was the incharge of PCC346.	61.36	4,152.27
2014-05-01	INV #FeeMay2014. Due 2014-05-01. --- Condo Fee $1,000.00	1,000.00	5,152.27
2014-05-01	PMT #Condo Fee - May 2014.	-1,000.00	4,152.27
2014-05-31	INV #Int-May2014. Due 2014-05-31. --- Interest $62.28	62.28	4,214.55
2014-06-01	INV #FeeJun2014. Due 2014-06-01. --- Condo Fee $1,000.00	1,000.00	5,214.55
2014-06-01	PMT #Condo Fee - Jun 2014.	-1,000.00	4,214.55
2014-06-30	INV #Int-Jun2014. Due 2014-06-30. --- Interest $63.22	63.22	4,277.77
2014-07-01	INV #FeeJul2014. Due 2014-07-01. --- Condo Fee $1,000.00	1,000.00	5,277.77
2014-07-01	PMT #Condo Fee - Jul 2014.	-1,000.00	4,277.77
2014-07-31	INV #Int-Jul2014. Due 2014-07-31. --- Interest $64.17	64.17	4,341.94

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2014-08-01	INV #FeeAug2014. Due 2014-08-01. --- Condo Fee $1,000.00 --- Note posted on May 11, 2017 Unit # 3 paid $4,000 Allocated as follows: $1,000 applied for May 2017 Condo Fee and balance amount of $3,000 applied for the oldest defaulted months of : Aug 2014, $1,000 Monthly Condo Fee Oct 2014, $1,000 Monthly Condo Fee Nov 2014, $1,000 Monthly Condo Fee	1,000.00	5,341.94
2014-08-31	INV #Int-Aug2014. Due 2014-08-31. --- Interest $80.13 --- Defaulted Aug 2014 Condo Fee - Interest as per Bylaw to debit every month during the default period. Lien rights expired as Unit 3 itself was the in-charge of PCC346.	80.13	5,422.07
2014-09-01	INV #FeeSep2014. Due 2014-09-01. --- Condo Fee $1,000.00	1,000.00	6,422.07
2014-09-01	PMT #Condo Fee - Sep 2014.	-1,000.00	5,422.07
2014-09-30	INV #Int-Sep2014. Due 2014-09-30. --- Interest $81.33	81.33	5,503.40
2014-10-01	INV #FeeOct2014. Due 2014-10-01. --- Condo Fee $1,000.00 --- Note posted on May 11, 2017 Unit # 3 paid $4,000 Allocated as follows: $1,000 applied for May 2017 Condo Fee and balance amount of $3,000 applied for the oldest defaulted months of : Aug 2014, $1,000 Monthly Condo Fee Oct 2014, $1,000 Monthly Condo Fee Nov 2014, $1,000 Monthly Condo Fee	1,000.00	6,503.40
2014-10-31	INV #Int-Oct2014. Due 2014-10-31. --- Interest $97.55	97.55	6,600.95

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

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Date
2023-10-31

To:
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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2014-11-01	INV #FeeNov2014. Due 2014-11-01. --- Condo Fee $1,000.00 --- Note posted on May 11, 2017 Unit # 3 paid $4,000 Allocated as follows: $1,000 applied for May 2017 Condo Fee and balance amount of $3,000 applied for the oldest defaulted months of : Aug 2014, $1,000 Monthly Condo Fee Oct 2014, $1,000 Monthly Condo Fee Nov 2014, $1,000 Monthly Condo Fee	1,000.00	7,600.95
2014-11-30	INV #Int-Nov2014. Due 2014-11-30. --- Interest $114.01	114.01	7,714.96
2014-12-01	INV #Dec-Lit-01. Due 2014-12-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	8,714.96
2014-12-31	INV #Int-Dec2014. Due 2014-12-31. --- Interest $130.72	130.72	8,845.68
2015-01-01	INV #Jan-Lit-02. Due 2015-01-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	9,845.68
2015-01-31	INV #Int-Jan2015. Due 2015-01-31. --- Interest $147.69	147.69	9,993.37
2015-02-01	INV #Feb-Lit-03. Due 2015-02-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	10,993.37
2015-02-28	INV #Int-Feb2015. Due 2015-02-28. --- Interest $164.90	164.90	11,158.27

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
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Statement

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80 Devon Road, Unit #1
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Date
2023-10-31

To:
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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2015-03-01	INV #FeeMar2015. Due 2015-03-01. --- Condo Fee $1,000.00 --- Note : On 5th March 2015, Unit # 3 deposited $5,000 in Scotia Bank General Account of PCC346. Allocated as follows: $1,000 applied for March 2015 Condo Fee and balance amount of $4,000 applied for the oldest defaulted months of : Jan 2014, $1,000 Monthly Condo Fee Feb 2014, $1,000 Monthly Condo Fee Mar 2014, $1,000 Monthly Condo Fee Apr 2014, $1,000 Monthly Condo Fee	1,000.00	12,158.27
2015-03-05	PMT #Deposit allocated.	-5,000.00	7,158.27
2015-03-31	INV #Int-Mar2015. Due 2015-03-31. --- Interest $107.37	107.37	7,265.64
2015-04-01	INV #Apr-Lit-04. Due 2015-04-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	8,265.64
2015-04-30	INV #Int-Apr2015. Due 2015-04-30. --- Interest $123.98	123.98	8,389.62
2015-05-01	INV #May-Lit-05. Due 2015-05-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	9,389.62
2015-05-31	INV #Int-May2015. Due 2015-05-31. --- Interest $140.84	140.84	9,530.46
2015-06-01	INV #Jun-Lit-06. Due 2015-06-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	10,530.46
2015-06-30	INV #Int-Jun2015. Due 2015-06-30. --- Interest $157.96	157.96	10,688.42
2015-07-01	INV #Jul-Lit-07. Due 2015-07-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	11,688.42

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
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Statement

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80 Devon Road, Unit #1
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Date
2023-10-31

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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2015-07-31	INV #Int-Jul2015. Due 2015-07-31. --- Interest $175.33	175.33	11,863.75
2015-08-01	INV #Aug-Lit-08. Due 2015-08-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	12,863.75
2015-08-31	INV #Int-Aug2015. Due 2015-08-31. --- Interest $192.96	192.96	13,056.71
2015-09-01	INV #Sep-Lit-09. Due 2015-09-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	14,056.71
2015-09-30	INV #Int-Sep2015. Due 2015-09-30. --- Interest $210.85	210.85	14,267.56
2015-10-01	INV #Oct-Lit-10. Due 2015-10-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	15,267.56
2015-10-31	INV #Int-Oct2015. Due 2015-10-31. --- Interest $229.01	229.01	15,496.57
2015-11-01	INV #Nov-Lit-11. Due 2015-11-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	16,496.57
2015-11-30	INV #Int-Nov2015. Due 2015-11-30. --- Interest $247.45	247.45	16,744.02
2015-12-01	INV #Dec-Lit-12. Due 2015-12-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	17,744.02
2015-12-31	INV #Int-Dec2015. Due 2015-12-31. --- Interest $266.16	266.16	18,010.18
2016-01-01	INV #Jan-Lit-13. Due 2016-01-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	19,010.18
2016-01-31	INV #Int-Jan2016. Due 2016-01-31. --- Interest $285.15	285.15	19,295.33

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
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Statement

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Date
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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2016-02-01	INV #Feb-Lit-14. Due 2016-02-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	20,295.33
2016-02-29	INV #Int-Feb2016. Due 2016-02-29. --- Interest $304.43	304.43	20,599.76
2016-03-01	INV #Mar-Lit-15. Due 2016-03-01. --- Condo Fee $1,000.00 --- Default in payment - Interest as per Bylaw to debit every month end	1,000.00	21,599.76
2016-03-31	INV #Int-Mar2016. Due 2016-03-31. --- Interest $324.00	324.00	21,923.76
2016-04-01	INV #FeeApr2016. Due 2016-04-01. --- Condo Fee $1,000.00	1,000.00	22,923.76
2016-04-30	INV #Int-Apr2016. Due 2016-04-30. --- Interest $328.86	328.86	23,252.62
2016-05-01	INV #FeeMay2016. Due 2016-05-01. --- Condo Fee $1,000.00	1,000.00	24,252.62
2016-05-31	INV #Int-May2016. Due 2016-05-31. --- Interest $333.79	333.79	24,586.41
2016-06-01	INV #FeeJun2016. Due 2016-06-01. --- Condo Fee $1,000.00	1,000.00	25,586.41
2016-06-30	INV #Int-Jun2016. Due 2016-06-30. --- Interest $338.80	338.80	25,925.21
2016-07-01	INV #FeeJul2016. Due 2016-07-01. --- Condo Fee $1,000.00	1,000.00	26,925.21
2016-07-31	INV #Int-Jul2016. Due 2016-07-31. --- Interest $343.88	343.88	27,269.09
2016-08-01	INV #FeeAug2016. Due 2016-08-01. --- Condo Fee $1,000.00	1,000.00	28,269.09
2016-08-31	INV #Int-Aug2016. Due 2016-08-31. --- Interest $349.04	349.04	28,618.13
2016-09-01	INV #FeeSep2016. Due 2016-09-01. --- Condo Fee $1,000.00	1,000.00	29,618.13
2016-09-30	INV #Int-Sep2016. Due 2016-09-30. --- Interest $354.27	354.27	29,972.40

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
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Statement

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80 Devon Road, Unit #1
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Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2016-10-01	INV #FeeOct2016. Due 2016-10-01. --- Condo Fee $1,000.00	1,000.00	30,972.40
2016-10-27	PMT #Apr-Oct 2016.	-7,000.00	23,972.40
2016-10-31	INV #Int-Oct2016. Due 2016-10-31. --- Interest $359.59	359.59	24,331.99
2016-11-01	INV #FeeNov2016. Due 2016-11-01. --- Condo Fee $1,000.00	1,000.00	25,331.99
2016-11-30	INV #Int-Nov2016. Due 2016-11-30. --- Interest $364.98	364.98	25,696.97
2016-12-01	INV #3036. Due 2016-12-01. --- Condo Fee $1,000.00	1,000.00	26,696.97
2016-12-31	INV #Int-Dec2016. Due 2016-12-31. --- Interest $370.45	370.45	27,067.42
2017-01-01	INV #FeeJan2017. Due 2017-01-01. --- Condo Fee $1,000.00	1,000.00	28,067.42
2017-01-31	INV #Int-Jan2017. Due 2017-01-31. --- Interest $376.01	376.01	28,443.43
2017-02-01	INV #FeeFeb2017. Due 2017-02-01. --- Condo Fee $1,000.00	1,000.00	29,443.43
2017-02-28	INV #Int-Feb2017. Due 2017-02-28. --- Interest $381.65	381.65	29,825.08
2017-03-01	INV #FeeMar2017. Due 2017-03-01. --- Condo Fee $1,000.00	1,000.00	30,825.08
2017-03-31	INV #Int-Mar2017. Due 2017-03-31. --- Interest $387.38	387.38	31,212.46
2017-04-01	INV #FeeApr2017. Due 2017-04-01. --- Condo Fee $1,000.00	1,000.00	32,212.46
2017-04-01	PMT #Condo Fee - Apr 2017.	-1,000.00	31,212.46
2017-04-30	INV #Int-Apr2017. Due 2017-04-30. --- Interest $393.19	393.19	31,605.65
2017-05-01	INV #May-alloca. Due 2017-05-01. --- Condo Fee $1,000.00	1,000.00	32,605.65
2017-05-11	PMT #Nov2016-Mar2017.	-5,000.00	27,605.65
2017-05-11	PMT #AugOctNov2014,May'17.	-4,000.00	23,605.65

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2017-05-31	INV #Int-May2017. Due 2017-05-31. --- Interest $354.08	354.08	23,959.73
2017-06-01	INV #FeeJun2017. Due 2017-06-01. --- Condo Fee $1,000.00	1,000.00	24,959.73
2017-06-30	INV #Int-Jun2017. Due 2017-06-30. --- Interest $359.40	359.40	25,319.13
2017-07-01	INV #FeeJul2017. Due 2017-07-01. --- Condo Fee $1,000.00	1,000.00	26,319.13
2017-07-31	INV #Int-Jul2017. Due 2017-07-31. --- Interest $364.79	364.79	26,683.92
2017-08-01	INV #FeeAug2017. Due 2017-08-01. --- Condo Fee $1,000.00	1,000.00	27,683.92
2017-08-01	PMT #Condo Fee - Aug 2017.	-1,000.00	26,683.92
2017-08-16	PMT #Lien#3 Jun&Jul 2017.	-2,000.00	24,683.92
2017-08-31	INV #Int-Aug2017. Due 2017-08-31. --- Interest $370.26	370.26	25,054.18
2017-09-01	INV #FeeSep2017. Due 2017-09-01. --- Condo Fee $1,000.00	1,000.00	26,054.18
2017-09-01	PMT #Condo Fee - Sep 2017.	-1,000.00	25,054.18
2017-09-30	INV #Int-Sep2017. Due 2017-09-30. --- Interest $375.81	375.81	25,429.99
2017-10-01	INV #FeeOct2017. Due 2017-10-01. --- Condo Fee $1,000.00	1,000.00	26,429.99
2017-10-01	PMT #Condo Fee - Oct 2017.	-1,000.00	25,429.99
2017-10-31	INV #Int-Oct2017. Due 2017-10-31. --- Interest $381.45	381.45	25,811.44
2017-11-01	INV #FeeNov2017. Due 2017-11-01. --- Condo Fee $1,000.00	1,000.00	26,811.44
2017-11-01	PMT #Condo Fee - Nov 2017.	-1,000.00	25,811.44
2017-11-30	INV #Int-Nov2017. Due 2017-11-30. --- Interest $387.17	387.17	26,198.61
2017-12-01	INV #FeeDec2017. Due 2017-12-01. --- Condo Fee $1,000.00	1,000.00	27,198.61
2017-12-01	PMT #Condo Fee - Dec 2017.	-1,000.00	26,198.61

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95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

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80 Devon Road, Unit #1
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Date
2023-10-31

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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2017-12-31	INV #Int-Dec2017. Due 2017-12-31. --- Interest $392.98	392.98	26,591.59
2018-01-01	INV #FeeJan2018. Due 2018-01-01. --- Condo Fee $1,000.00	1,000.00	27,591.59
2018-01-01	PMT #Condo Fee - Jan 2018.	-1,000.00	26,591.59
2018-01-31	INV #Int-Jan2018. Due 2018-01-31. --- Interest $398.87	398.87	26,990.46
2018-02-01	INV #FeeFeb2018. Due 2018-02-01. --- Condo Fee $1,000.00	1,000.00	27,990.46
2018-02-01	PMT #Condo Fee - Feb 2018.	-1,000.00	26,990.46
2018-02-28	INV #Int-Feb2018. Due 2018-02-28. --- Interest $404.86	404.86	27,395.32
2018-03-01	INV #FeeMar2018. Due 2018-03-01. --- Condo Fee $1,000.00	1,000.00	28,395.32
2018-03-01	PMT #Condo Fee - Mar 2018.	-1,000.00	27,395.32
2018-03-31	INV #Int-Mar2018. Due 2018-03-31. --- Interest $410.93	410.93	27,806.25
2018-04-01	INV #FeeApr2018. Due 2018-04-01. --- Condo Fee $1,000.00	1,000.00	28,806.25
2018-04-01	PMT #Condo Fee - Apr 2018.	-1,000.00	27,806.25
2018-04-30	INV #Int-3052. Due 2018-04-30. --- Interest $417.09	417.09	28,223.34
2018-05-01	INV #FeeMay2018. Due 2018-05-01. --- Condo Fee $1,000.00	1,000.00	29,223.34
2018-05-01	PMT #Condo Fee - May 2018.	-1,000.00	28,223.34
2018-05-31	INV #Int-May2018. Due 2018-05-31. --- Interest $423.35	423.35	28,646.69
2018-06-01	INV #FeeJun2018. Due 2018-06-01. --- Condo Fee $1,000.00	1,000.00	29,646.69
2018-06-01	PMT #Condo Fee - Jun 2018.	-1,000.00	28,646.69
2018-06-30	INV #Int-Jun2018. Due 2018-06-30. --- Interest $429.70	429.70	29,076.39
2018-07-01	INV #FeeJul2018. Due 2018-07-01. --- Condo Fee $1,000.00	1,000.00	30,076.39

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Statement

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80 Devon Road, Unit #1
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Florentine Financial Corp
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Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2018-07-01	PMT #Condo Fee - Jul 2018.	-1,000.00	29,076.39
2018-07-31	INV #Int-Jul2018. Due 2018-07-31. --- Interest $436.15	436.15	29,512.54
2018-08-01	INV #FeeAug2018. Due 2018-08-01. --- Condo Fee $1,000.00 --- Payment NSF - Certified funds received	1,000.00	30,512.54
2018-08-01	PMT #Condo Fee - Aug 2018.	-1,000.00	29,512.54
2018-08-31	INV #Int-Aug2018. Due 2018-08-31. --- Interest $442.69	442.69	29,955.23
2018-09-01	INV #FeeSep2018. Due 2018-09-01. --- Condo Fee $1,000.00	1,000.00	30,955.23
2018-09-01	PMT #Condo Fee - Sep 2018.	-1,000.00	29,955.23
2018-09-30	INV #Int-Sep2018. Due 2018-09-30. --- Interest $449.33	449.33	30,404.56
2018-10-01	INV #FeeOct2018. Due 2018-10-01. --- Condo Fee $1,000.00	1,000.00	31,404.56
2018-10-01	PMT #Condo Fee - Oct 2018.	-1,000.00	30,404.56
2018-10-31	INV #Int-Oct2018. Due 2018-10-31. --- Interest $456.07	456.07	30,860.63
2018-11-01	INV #FeeNov2018. Due 2018-11-01. --- Condo Fee $1,000.00	1,000.00	31,860.63
2018-11-01	PMT #Condo Fee - Nov 2018.	-1,000.00	30,860.63
2018-11-30	INV #Int-Nov2018. Due 2018-11-30. --- Interest $462.91	462.91	31,323.54
2018-12-01	INV #FeeDec2018. Due 2018-12-01. --- Condo Fee $1,000.00	1,000.00	32,323.54
2018-12-01	PMT #Condo Fee - Dec 2018.	-1,000.00	31,323.54
2018-12-31	INV #Int-Dec2018. Due 2018-12-31. --- Interest $469.85	469.85	31,793.39
2019-01-01	INV #FeeJan2019. Due 2019-01-01. --- Condo Fee $1,000.00	1,000.00	32,793.39
2019-01-01	PMT #Condo Fee - Jan 2019.	-1,000.00	31,793.39
2019-01-31	INV #Int-Jan2019. Due 2019-01-31. --- Interest $476.90	476.90	32,270.29

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
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Statement

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Date
2023-10-31

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Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2019-02-01	INV #FeeFeb2019. Due 2019-02-01. --- Condo Fee $1,000.00	1,000.00	33,270.29
2019-02-01	PMT #Condo Fee - Feb 2019.	-1,000.00	32,270.29
2019-02-28	INV #Int-Feb2019. Due 2019-02-28. --- Interest $484.05	484.05	32,754.34
2019-03-01	INV #FeeMar2020. Due 2019-03-01. --- Condo Fee $1,000.00	1,000.00	33,754.34
2019-03-01	PMT #Condo Fee - Mar 2019.	-1,000.00	32,754.34
2019-03-31	INV #Int-Mar2019. Due 2019-03-31. --- Interest $491.31	491.31	33,245.65
2019-04-01	INV #FeeApr2019. Due 2019-04-01. --- Condo Fee $1,000.00	1,000.00	34,245.65
2019-04-01	PMT #Condo Fee - Apr 2019.	-1,000.00	33,245.65
2019-04-30	INV #Int-Apr2019. Due 2019-04-30. --- Interest $498.68	498.68	33,744.33
2019-05-01	INV #FeeMay2019. Due 2019-05-01. --- Condo Fee $1,000.00	1,000.00	34,744.33
2019-05-01	PMT #Condo Fee - May 2019.	-1,000.00	33,744.33
2019-05-31	INV #Int-May2019. Due 2019-05-31. --- Interest $506.16	506.16	34,250.49
2019-06-01	INV #FeeJun2019. Due 2019-06-01. --- Condo Fee $1,000.00	1,000.00	35,250.49
2019-06-01	PMT #Condo Fee - Jun 2019.	-1,000.00	34,250.49
2019-06-30	INV #Int-Jun2019. Due 2019-06-30. --- Interest $513.76	513.76	34,764.25
2019-07-01	INV #Fee-Jul2019. Due 2019-07-01. --- Condo Fee $1,000.00	1,000.00	35,764.25
2019-07-01	PMT #Condo Fee - Jul 2019.	-1,000.00	34,764.25
2019-07-31	INV #Int-Jul2019. Due 2019-07-31. --- Interest $521.46	521.46	35,285.71
2019-08-01	INV #FeeAug2019. Due 2019-08-01. --- Condo Fee $1,000.00	1,000.00	36,285.71
2019-08-01	PMT #Condo Fee - Aug 2019.	-1,000.00	35,285.71

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2019-08-31	INV #Int-Aug2019. Due 2019-08-31. --- Interest $529.29	529.29	35,815.00
2019-09-01	INV #FeeSep2019. Due 2019-09-01. --- Condo Fee $1,000.00	1,000.00	36,815.00
2019-09-01	PMT #Condo Fee - Sep 2019.	-1,000.00	35,815.00
2019-09-30	INV #Int-Sep2019. Due 2019-09-30. --- Interest $537.23	537.23	36,352.23
2019-10-01	INV #Fee-Oct2019. Due 2019-10-01. --- Condo Fee $1,000.00	1,000.00	37,352.23
2019-10-01	PMT #Condo Fee - Oct 2019.	-1,000.00	36,352.23
2019-10-31	INV #Int-Oct2019. Due 2019-10-31. --- Interest $545.28	545.28	36,897.51
2019-11-01	INV #Fee-Nov2019. Due 2019-11-01. --- Condo Fee $1,000.00	1,000.00	37,897.51
2019-11-01	PMT #Condo Fee - Nov 2019.	-1,000.00	36,897.51
2019-11-30	INV #Int-Nov2019. Due 2019-11-30. --- Interest $553.46	553.46	37,450.97
2019-12-01	INV #Fee-Dec2019. Due 2019-12-01. --- Condo Fee $1,000.00	1,000.00	38,450.97
2019-12-01	PMT #Condo Fee - Dec 2019.	-1,000.00	37,450.97
2019-12-31	INV #Int-Dec2019. Due 2019-12-31. --- Interest $561.76	561.76	38,012.73
2020-01-01	INV #Fee-Jan2020. Due 2020-01-01. --- Condo Fee $1,000.00	1,000.00	39,012.73
2020-01-01	PMT #Condo Fee - Jan 2020.	-1,000.00	38,012.73
2020-01-31	INV #Int-Jan2020. Due 2020-01-31. --- Interest $570.19	570.19	38,582.92
2020-02-01	INV #Fee-Feb2020. Due 2020-02-01. --- Condo Fee $1,000.00	1,000.00	39,582.92
2020-02-01	PMT #Condo Fee - Feb 2020.	-1,000.00	38,582.92
2020-02-29	INV #Int-Feb2020. Due 2020-02-29. --- Interest $578.74	578.74	39,161.66
2020-03-01	INV #Fee-Mar2020. Due 2020-03-01. --- Condo Fee $1,000.00	1,000.00	40,161.66

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2020-03-01	PMT #Condo Fee - Mar 2020.	-1,000.00	39,161.66
2020-03-31	INV #Int-Mar2020. Due 2020-03-31. --- Interest $587.43	587.43	39,749.09
2020-04-01	INV #FeeApr2020. Due 2020-04-01. --- Condo Fee $1,000.00	1,000.00	40,749.09
2020-04-01	PMT #Condo Fee - Apr 2020.	-1,000.00	39,749.09
2020-04-30	INV #Int-Apr2020. Due 2020-04-30. --- Interest $596.24	596.24	40,345.33
2020-05-01	INV #Fee-May2020. Due 2020-05-01. --- Condo Fee $1,000.00	1,000.00	41,345.33
2020-05-01	PMT #Condo Fee - May 2020.	-1,000.00	40,345.33
2020-05-31	INV #Int-May2020. Due 2020-05-31. --- Interest $605.18	605.18	40,950.51
2020-06-01	INV #FeeJun2020. Due 2020-06-01. --- Condo Fee $1,000.00	1,000.00	41,950.51
2020-06-01	PMT #Condo Fee - Jun 2020.	-1,000.00	40,950.51
2020-06-30	INV #Int-Jun2020. Due 2020-06-30. --- Interest $614.26	614.26	41,564.77
2020-07-01	INV #FeeJul2020. Due 2020-07-01. --- Condo Fee $1,000.00	1,000.00	42,564.77
2020-07-01	PMT #Condo Fee - Jul 2020.	-1,000.00	41,564.77
2020-07-31	INV #Int-Jul2020. Due 2020-07-31. --- Interest $623.47	623.47	42,188.24
2020-08-01	INV #FeeAug2020. Due 2020-08-01. --- Condo Fee $1,000.00	1,000.00	43,188.24
2020-08-01	PMT #Condo Fee - Aug 2020.	-1,000.00	42,188.24
2020-08-31	INV #Int-Aug020. Due 2020-08-31. --- Interest $632.82	632.82	42,821.06
2020-09-01	INV #FeeSep2020. Due 2020-09-01. --- Condo Fee $1,000.00	1,000.00	43,821.06
2020-09-01	PMT #Condo Fee - Sep 2020.	-1,000.00	42,821.06
2020-09-30	INV #Int-Sep2020. Due 2020-09-30. --- Interest $642.32	642.32	43,463.38

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2020-10-01	INV #FeeOct2020. Due 2020-10-01. --- Condo Fee $1,000.00	1,000.00	44,463.38
2020-10-01	PMT #Condo Fee - Oct 2020.	-1,000.00	43,463.38
2020-10-31	INV #Int-Oct2020. Due 2020-10-31. --- Interest $651.95	651.95	44,115.33
2020-11-01	INV #FeeNov2020. Due 2020-11-01. --- Condo Fee $1,000.00	1,000.00	45,115.33
2020-11-01	PMT #Condo Fee - Nov 2020.	-1,000.00	44,115.33
2020-11-30	INV #Int-Nov2020. Due 2020-11-30. --- Interest $661.73	661.73	44,777.06
2020-12-01	INV #FeeDec2020. Due 2020-12-01. --- Condo Fee $1,000.00	1,000.00	45,777.06
2020-12-01	PMT #Condo Fee - Dec 2020.	-1,000.00	44,777.06
2020-12-31	INV #Int-Dec2020. Due 2020-12-31. --- Interest $671.66	671.66	45,448.72
2021-01-01	INV #FeeJan2021. Due 2021-01-01. --- Condo Fee $1,000.00	1,000.00	46,448.72
2021-01-01	PMT #Condo Fee - Jan 2021.	-1,000.00	45,448.72
2021-01-31	INV #Int-Jan2021. Due 2021-01-31. --- Interest $681.73	681.73	46,130.45
2021-02-01	INV #FeeFeb2021. Due 2021-02-01. --- Condo Fee $1,000.00	1,000.00	47,130.45
2021-02-01	PMT #Condo Fee - Feb 2021.	-1,000.00	46,130.45
2021-02-28	INV #Int-Feb2021. Due 2021-02-28. --- Interest $691.96	691.96	46,822.41
2021-03-01	INV #FeeMar2021. Due 2021-03-01. --- Condo Fee $1,000.00	1,000.00	47,822.41
2021-03-01	PMT #Condo Fee -Mar 2021.	-1,000.00	46,822.41
2021-03-31	INV #Int-Mar2021. Due 2021-03-31. --- Interest $702.34	702.34	47,524.75
2021-04-01	INV #FeeApr2021. Due 2021-04-01. --- Condo Fee $1,000.00	1,000.00	48,524.75
2021-04-01	PMT #Condo Fee-Apr 2021.	-1,000.00	47,524.75

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2021-04-30	INV #Int-Apr2021. Due 2021-04-30. --- Interest $712.87	712.87	48,237.62
2021-05-01	INV #FeeMay2021. Due 2021-05-01. --- Condo Fee $1,000.00	1,000.00	49,237.62
2021-05-01	PMT #Condo Fee - May 2021.	-1,000.00	48,237.62
2021-05-31	INV #Int-May2021. Due 2021-05-31. --- Interest $723.56	723.56	48,961.18
2021-06-01	INV #FeeJun2021. Due 2021-06-01. --- Condo Fee $1,000.00	1,000.00	49,961.18
2021-06-01	PMT #Condo Fee - Jun 2021.	-1,000.00	48,961.18
2021-06-30	INV #Int-Jun2021. Due 2021-06-30. --- Interest $734.42	734.42	49,695.60
2021-07-01	INV #FeeJul2021. Due 2021-07-01. --- Condo Fee $1,000.00	1,000.00	50,695.60
2021-07-01	PMT #Condo Fee - Jul 2021.	-1,000.00	49,695.60
2021-07-31	INV #Int-Jul2021. Due 2021-07-31. --- Interest $745.43	745.43	50,441.03
2021-08-01	INV #FeeAug2021. Due 2021-08-01. --- Condo Fee $1,000.00	1,000.00	51,441.03
2021-08-01	PMT #Condo Fee - Aug 2021.	-1,000.00	50,441.03
2021-08-31	INV #Int-Aug2021. Due 2021-08-31. --- Interest $756.62	756.62	51,197.65
2021-09-01	INV #FeeSep2021. Due 2021-09-01. --- Condo Fee $1,000.00	1,000.00	52,197.65
2021-09-01	PMT #Condo Fee - Sep 2021.	-1,000.00	51,197.65
2021-09-30	INV #Int-Sep2021. Due 2021-09-30. --- Interest $767.96	767.96	51,965.61
2021-10-01	INV #FeeOct2021. Due 2021-10-01. --- Condo Fee $1,000.00	1,000.00	52,965.61
2021-10-01	PMT #Condo Fee - Oct 2021.	-1,000.00	51,965.61
2021-10-31	INV #Int-Oct2021. Due 2021-10-31. --- Interest $779.48	779.48	52,745.09
2021-11-01	INV #FeeNov2021. Due 2021-11-01. --- Condo Fee $1,000.00	1,000.00	53,745.09

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2021-11-01	PMT #Condo Fee - Nov 2021.	-1,000.00	52,745.09
2021-11-30	INV #Int-Nov2021. Due 2021-11-30. --- Interest $791.18	791.18	53,536.27
2021-12-01	INV #FeeDec2021. Due 2021-12-01. --- Condo Fee $1,000.00	1,000.00	54,536.27
2021-12-01	PMT #Condo Fee- Dec 2021.	-1,000.00	53,536.27
2021-12-31	INV #IntDec2021. Due 2021-12-31. --- Interest $803.04	803.04	54,339.31
2022-01-01	INV #FeeJan2022. Due 2022-01-01. --- Condo Fee $1,000.00	1,000.00	55,339.31
2022-01-01	PMT #Condo Fee - Jan 2022.	-1,000.00	54,339.31
2022-01-01	INV #IntJan2022. Due 2022-01-01. --- Interest $815.09	815.09	55,154.40
2022-02-01	INV #FeeFeb2022. Due 2022-02-01. --- Condo Fee $1,000.00	1,000.00	56,154.40
2022-02-01	PMT #Condo Fee - Feb 2022.	-1,000.00	55,154.40
2022-02-01	INV #IntFeb2022. Due 2022-02-01. --- Interest $827.32	827.32	55,981.72
2022-03-01	INV #FeeMar2022. Due 2022-03-01. --- Condo Fee $1,000.00	1,000.00	56,981.72
2022-03-01	PMT #Condo Fee - Mar 2022.	-1,000.00	55,981.72
2022-03-01	INV #IntMar2022. Due 2022-03-01. --- Interest $839.73	839.73	56,821.45
2022-03-09	INV #Elia Legal. Due 2022-03-09. --- Interest $70,422.97	70,422.97	127,244.42
2022-04-01	INV #FeeApr2022. Due 2022-04-01. --- Condo Fee $1,000.00	1,000.00	128,244.42
2022-04-01	PMT #Condo Fee - Apr 2022.	-1,000.00	127,244.42
2022-04-01	INV #IntApr2022. Due 2022-04-01. --- Interest $852.32	852.32	128,096.74
2022-05-01	INV #FeeMay2022. Due 2022-05-01. --- Condo Fee $1,000.00	1,000.00	129,096.74
2022-05-01	PMT #Condo Fee - May 2022.	-1,000.00	128,096.74

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2022-05-01	INV #IntMay2022. Due 2022-05-01. --- Interest $865.11	865.11	128,961.85
2022-06-01	INV #FeeJun2022. Due 2022-06-01. --- Condo Fee $1,000.00	1,000.00	129,961.85
2022-06-01	PMT #Condo Fee - Jun 2022.	-1,000.00	128,961.85
2022-06-01	INV #IntJun2022. Due 2022-06-01. --- Interest $878.08	878.08	129,839.93
2022-07-01	INV #FeeJul2022. Due 2022-07-01. --- Condo Fee $1,000.00	1,000.00	130,839.93
2022-07-01	PMT #Condo Fee - Jul 2022.	-1,000.00	129,839.93
2022-07-01	INV #IntJul2022. Due 2022-07-01. --- Interest $891.25	891.25	130,731.18
2022-08-01	INV #FeeAug2022. Due 2022-08-01. --- Condo Fee $1,000.00	1,000.00	131,731.18
2022-08-01	PMT #Condo Fee - Aug 2022.	-1,000.00	130,731.18
2022-08-01	INV #IntAug2022. Due 2022-08-01. --- Interest $904.62	904.62	131,635.80
2022-09-01	INV #FeeSep2022. Due 2022-09-01. --- Condo Fee $1,000.00	1,000.00	132,635.80
2022-09-01	PMT #Condo Fee - Sep 2022.	-1,000.00	131,635.80
2022-09-01	INV #IntSep2022. Due 2022-09-01. --- Interest $918.19	918.19	132,553.99
2022-10-01	INV #FeeOct2022. Due 2022-10-01. --- Condo Fee $1,000.00	1,000.00	133,553.99
2022-10-01	PMT #Condo Fee -Oct 2022.	-1,000.00	132,553.99
2022-10-01	INV #IntOct2022. Due 2022-10-01. --- Interest $931.97	931.97	133,485.96
2022-11-01	INV #FeeNov2022. Due 2022-11-01. --- Condo Fee $1,000.00	1,000.00	134,485.96
2022-11-01	PMT #Condo Fee - Nov 2022.	-1,000.00	133,485.96
2022-11-01	INV #IntNov2022. Due 2022-11-01. --- Interest $945.94	945.94	134,431.90
2022-12-01	INV #IntDec2022. Due 2022-12-01. --- Interest $960.13	960.13	135,392.03

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:

Unit # 3 Peel Condo Corp 346
Florentine Financial Corp
80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2022-12-01	INV #FeeDec2022. Due 2022-12-01. --- Condo Fee $1,000.00	1,000.00	136,392.03
2023-01-01	INV #FeeJan2023. Due 2023-01-01. --- Condo Fee $1,000.00	1,000.00	137,392.03
2023-01-01	INV #IntJan2023. Due 2023-01-01. --- Interest $974.54	974.54	138,366.57
2023-02-01	INV #FeeFeb2023. Due 2023-02-01. --- Condo Fee $1,000.00	1,000.00	139,366.57
2023-02-28	INV #IntFeb2023. Due 2023-02-28. --- Interest $989.15	989.15	140,355.72
2023-03-01	INV #FeeMar2023. Due 2023-03-01. --- Condo Fee $1,000.00	1,000.00	141,355.72
2023-03-30	INV #Wildeboer. Due 2023-03-30. --- Condo Fee $1,026.11	1,026.11	142,381.83
2023-03-31	INV #IntMar2023. Due 2023-03-31. --- Interest $1,003.99	1,003.99	143,385.82
2023-04-01	INV #FeeApr2023. Due 2023-04-01. --- Condo Fee $1,000.00	1,000.00	144,385.82
2023-04-03	INV #Kestenberg. Due 2023-04-03. --- Condo Fee $19,000.47	19,000.47	163,386.29
2023-04-27	INV #EnggFee1. Due 2023-04-27. --- Condo Fee $3,000.00	3,000.00	166,386.29
2023-04-30	INV #IntApr2023. Due 2023-04-30. --- Interest $1,019.05	1,019.05	167,405.34
2023-05-01	INV #FeeMay2023. Due 2023-05-01. --- Condo Fee $1,000.00	1,000.00	168,405.34
2023-05-31	INV #IntMay2023. Due 2023-05-31. --- Interest $1,034.34	1,034.34	169,439.68
2023-06-01	INV #FeeJune2023. Due 2023-06-01. --- Condo Fee $1,000.00	1,000.00	170,439.68
2023-06-02	INV #HVACIns1. Due 2023-06-02. --- Condo Fee $474.60	474.60	170,914.28
2023-06-30	INV #IntJun2023. Due 2023-06-30. --- Interest $1,049.85	1,049.85	171,964.13

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

Statement

Peel Condominium Corporation # 346

Management Office
80 Devon Road, Unit #1
Brampton, ON L6T5B3

Date
2023-10-31

To:
Unit # 3 Peel Condo Corp 346 Florentine Financial Corp 80 Devon Road, ON L6T5B3

Amount Due	Amount Enc.
$311,096.17	

Date	Description	Amount	Balance
2023-07-01	INV #FeeJuly2023. Due 2023-07-01. --- Condo Fee $1,000.00	1,000.00	172,964.13
2023-07-31	INV #IntJul2023. Due 2023-07-31. --- Interest $1,065.60	1,065.60	174,029.73
2023-08-01	INV #FeeAug2023. Due 2023-08-01. --- Condo Fee $1,000.00	1,000.00	175,029.73
2023-08-31	INV #IntAugl2023. Due 2023-08-31. --- Interest $1,081.58	1,081.58	176,111.31
2023-09-01	INV #FeeSep2023. Due 2023-09-01. --- Condo Fee $1,000.00	1,000.00	177,111.31
2023-09-30	INV #IntSep2023. Due 2023-09-30. --- Interest $1,097.81	1,097.81	178,209.12
2023-10-01	INV #FeeOct2023. Due 2023-10-01. --- Condo Fee $1,000.00	1,000.00	179,209.12
2023-10-12	INV #EnggFee2. Due 2023-10-12. --- Condo Fee $3,780.00	3,780.00	182,989.12
2023-10-12	INV #HVACIns2. Due 2023-10-12. --- Condo Fee $296.63	296.63	183,285.75
2023-10-13	INV #Shibley. Due 2023-10-13. --- Condo Fee $31,868.43	31,868.43	215,154.18
2023-10-26	INV #HVACIns3. Due 2023-10-26. --- Condo Fee $296.63	296.63	215,450.81
2023-10-31	INV #IntLienNew. Due 2023-10-31. --- Interest $4,699.12	4,699.12	220,149.93
2023-10-31	INV #IntOct2023. Due 2023-10-31. --- Interest $1,114.27	1,114.27	221,264.20
2023-10-31	INV #Int Legal. Due 2023-10-31. --- Interest $89,831.97	89,831.97	311,096.17

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
95,645.36	37,241.69	2,097.81	1,081.58	175,029.73	$311,096.17

APPENDIX “4”

BRAMPTON

Legislative Services
Enforcement and By-law Services

Office Address:
8850 McLaughlin Road South, Unit 2
Brampton, ON L6Y 5T1
Tel: 905-458-3424
Fax: 905-458-5224
Fax: 905-458-3903

PROPERTY STANDARDS DIRECTIVE

FOR EXPERT EXAMINATION

Issued pursuant to Section 15.8 (1) of the Building Code Act, S.O. 1992 Chapter 23, as amended.

Legal Description:	**Officer:**	**Telephone No.:**
PEEL CONDO PLAN 346 LVL 1 UN 3	Jennifer McEvoy	905-874-3476 **Email:** Jennifer.McEvoy@brampton.ca
Municipal Address: 80 Devon Road Brampton, ON	**Compliance Date:** September 30th, 2023	RECEIVED
Owner: 715486 ONTARIO LIMITED 80 Devon Road, Unit 1 Brampton, ON L6T 5B3 Peel Condominium Plan No. 346 C/O Donald Malcom 274A Avenue Rd Toronto, ON M4V 2G7	**Issued To:** Owner [X] Tenant [ ] Other [ ] **Delivery Type:** Registered Mail [X] Personal Service [ ] Other [ ] **Date:** August 31st, 2023	

The above described subject property has been inspected by a Property Standards Officer.

In the opinion of the Officer there is doubt as to the structural or conditional adequacy of the building, the systems within or attached to the building.

IT IS ORDERED that such buildings, systems within or attached to the building or parts thereof as specified in Schedule "A" be examined and tested and a written report be prepared by a professional engineer licensed to practice in Ontario or such other person as approved by the Officer, and employed by the owner of the property.

A written report, including drawings, signed and stamped by the engineer or certified by such other person approved by the Officer, giving details of the findings and proposed method of repair, shall be submitted to the Officer for evaluation and approval by **September 28th, 2023.**

In order that a report is considered as acceptable it must satisfy the following:

a. The report must be an original copy addressed to the owner of the subject property.
b. The report must detail the current condition of the property, or element of the property under examination.
c. The report must detail recommended methods of repair and materials.
d. The report must contain a schedule of work, with an estimated date of completion.
e. The report must be signed and stamped by the engineer or certified by the other professional contracted by the owner of the property to complete the report.

August 31th, 2023

Date Directive Issued

Jennifer McEvoy
Property Standards Officer

Please note that this Directive does not represent an exhaustive list of possible violations of other applicable statutes and by-laws.

You are responsible for ensuring compliance with the Ontario Fire Code, the Ontario Building Code, the Planning Act and other applicable Statues or Regulations such as Zoning By-laws in relation to this property, whether any such requirements have been in this Directive or not.

80 Devon Road
Brampton, ON

August 31st, 2023

Date Directive Issued

Jennifer McEvoy
Property Standards Officer

Please note that this Order does not represent an exhaustive list of possible violations of other applicable statutes and by-laws.

You are responsible for ensuring compliance with the *Ontario Fire Code*, the *Ontario Building Code*, the *Planning Act* and other applicable statutes or regulations such as Zoning By-laws in relation to this property, whether any such requirements have been identified in this Order or not.

SCHEDULE "A"

MUNICIPAL ADDRESS: 80 Devon Rd Brampton ON

LEGAL DESCRIPTION: PEEL CONDO PLAN 346 LVL 1 UN 3

NO	DEFECTS	LOCATION	NECESSARY REPAIR	BY-LAW SECTION
1	19.1 - Every roof and all components thereof shall be kept in Good Repair and maintained in a watertight condition.	Roof	Provide a report from a Professional Engineer (P.Eng) regarding the condition of the structural systems/components of the roof including the interior and exterior of the roof structure for Unit #3 (Asset Auctions).	19.1

Electrical Safety Authority

www.esasafe.com

400 Sheldon Dr, Unit 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278

085

NOTICES

Investigation Inspection Defect Notice

PEEL CONDOMINIUM CORPORATION 346
80 DEVON RD UNIT 1
BRAMPTON ON L6T 5B3

RECEIVED
AUG 24 2023

NOTICE DATE:	August 21, 2023
NOTIFICATION #:	70249688
INSPECTOR:	Smith, Shaun
TELEPHONE:	(416)678-0744
PRINT DATE:	August 21, 2023

Re:

SANA HUSSAIN
A AND H ASSET AUCTIONS INC
U3-80 DEVON RD
BRAMPTON ON L6T 5B3

An Investigation Inspection was performed at the above-mentioned premises and ESA hereby gives notice that the installation (or part of installation) described hereon has been completed. The installation did not meet the requirements of the Ontario Electrical Safety Code. Defects were found as detailed below. Please **read** the instructions for Correcting Defects.

INSTRUCTIONS FOR CORRECTING DEFECTS:

a) Engage a Licensed Electrical Contractor to perform the remedial work unless otherwise specified under law.
b) Submit a notification with the appropriate fee to the Electrical Safety Authority Customer Service Centre through the person performing the remedial work.
c) Defects must be corrected within 30 days of the notice date.
d) Advise the Electrical Safety Authority Customer Service Centre following correction of defects.
e) If you have questions or concerns regarding the Defects listed below, please contact the Inspector directly. For all other inquiries, please contact our Customer Service Centre at 1-877-372-7233.
f) In the event a defect is identified as 'Warning', it is still necessary to correct or have the defect corrected.

DEFECT DETAILS:

1 August 21, 2023
OESC 2021 Rule 02-004 5) - Arrange to meet at the jobsite with Keys/tools/ladders.
Call the Customer Service Center to arrange an appointment.
No access at 10:30

NOTIFICATION #: 70249688

Failing to correct the Defects within the timeframe specified, may result in ESA taking an

Electrical Safety Authority

400 Sheldon Dr, Unit 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278

www.esasafe.com

appropriate action, including deferment, issuance of an ESA order to comply, prosecution and disconnection of electrical power. Fees of up to $200 for processing an account for deferment or for each step in the ESA order or disconnection process may apply.

Electrical Inspection is important as it assists in a safe installation by identifying fire and shock hazards. It is your legal obligation to ensure that all defects in this report are corrected.

We have received this Defect Notice and have read the Instructions for Correcting Defects. We have carried out such instructions and corrected all defects in accordance with the requirements of the Ontario Electrical Safety Code.

____
Signature

Pour obtenir une version francaise du rapport, veuillez appeler 1-877-372-7233.

Electrical Safety Authority
400 Sheldon Dr, Unit 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278
www.esasafe.com

No Access Please Arrange

PEEL CONDOMINIUM CORPORATION 346
80 DEVON RD UNIT 1
BRAMPTON ON L6T 5B3

NOTICE DATE: October 02, 2023
NOTIFICATION #: 70249688
INSPECTOR: Smith, Shaun
TELEPHONE: (416)678-0744
PRINT DATE: October 02, 2023

Re:

SANA HUSSAIN
A AND H ASSET AUCTIONS INC
U3-80 DEVON RD
BRAMPTON ON L6T 5B3

ACTION REQUIRED:

a) Phone ESA by October 03, 2023 to arrange a convenient inspection time.
b) Please inform ESA that your call is in response to this notice.
c) Defects identified as 'Warning', must be corrected.

DEFECT DETAILS:
Recently we attempted to inspect the electrical work at the above address. Our attempts to gain access were unsuccessful. We would appreciate it if you would arrange access as soon as possible. In order for you to be assured that the installation meets the Code requirements and that no potential hazards exist, your co-operation in this matter would be greatly appreciated.

OESC 2021 Rule 02-004 5) - Arrange to meet at the jobsite with Keys/tools/ladders.
Call the Customer Service Center to arrange an appointment.
No access at 10:30

Pour obtenir une version francaise du rapport, veuillez appeler 1-877-372-7233.

Electrical Safety Authority

400 Sheldon Dr, Unit 1, Cambridge, ON, N1T 2H9
FOR BILLING INQUIRIES
Toll Free Tel: 1-877-372-7233 Toll Free Fax: 1-800-667-4278

www.esasafe.com

INVOICE

PEEL CONDOMINIUM CORPORATION 346
80 DEVON RD UNIT 1
BRAMPTON ON L6T 5B3

INVOICE NUMBER	99669532
INVOICE DATE	October 03, 2023
DUE DATE	November 02, 2023
NOTIFICATION NO.	70249688

NOTE: It is the responsibility of property owners to ensure the safety of workers on their property including that of Inspectors. This responsibility includes determining whether asbestos dust 'a major safety risk' is present and taking required mitigation actions. To learn about your legal obligations, contact the Ministry of Labour at 1-877-202-0008 or visit their web site at https://www.labour.gov.on.ca/english/hs/faqs/asbestos.php. You may be required to do a designated substance survey and those results need to be available to ESA upon request or you may experience delays to your inspection.

HST#: 87391-1424-RT-0001
Terms: Net 30 days from invoice date.
Overdue amounts will be subject to a late payment charge of 1.5% per month which equals an effective annual rate of 19.56%.

SITE:

Days of Inspection:M,TU,W,TH

SANA HUSSAIN
A AND H ASSET AUCTIONS INC
U3-80 DEVON RD
BRAMPTON ON L6T 5B3

Description	Quantity	Amount	HST	TOTAL
HAZARD INVESTIGATION	2.0	$306.00	$39.78	$345.78
Amount Due:		$306.00	$39.78	**$345.78**

RECEIVED
OCT [illegible]

Please tear along dotted line and return with payment

Payment Option:

- ☐ CHEQUE (Payable to Electrical Safety Authority)
  Please write account number and invoice number on cheque
- ☐ CREDIT CARD
  Please call 1-877-372-7233, Mon-Fri 7:00AM-4:30PM
- ☐ ONLINE BILL PAYMENT(Excluding Interac e-transfer)
  Please reference the Invoice Number

INVOICE NUMBER:	99669532
DUE DATE:	November 02, 202
ACCOUNT NUMBER:	HAZNONCON2
TOTAL AMOUNT DUE:	$345.78

TERMS:

Protecting the Ontario public from electrical hazards
To protect the public, electrical inspections are required by law for any electrical installation performed by any individual in the Province of Ontario.

Inspection Notification
Refer to the current Electrical Inspection Fee Schedule ("Fee Schedule") for complete fee details.

A notification of any work on an electrical installation must be filed before, or within 48 hours after commencing of the work.

If the work on a Residential or Industrial/Commercial/Institutional/Agricultural notification is not completed within one year after submission, an automatic renewal fee will apply, in accordance to the Fee Schedule. Automatic annual renewals will continue to be applied until the notification is completed.

In addition to the fees payable for inspection service, additional charges apply when an inspection call extends beyond or is required outside the Electrical Safety Authority's normal working hours.

If a customer has made a request for an inspection or re-inspection, but is not ready when the inspector arrives, an additional fee may be required in accordance with the Fee Schedule.

Re-inspection of a Defect
If defects were identified on an electrical installation, it is the responsibility of the applicant to have the defects corrected. If a request is made to have the corrected defects inspected and/or the defects are found to be un-corrected, a re-inspection fee will be charged in accordance to the Fee Schedule. Also, for any subsequent re-inspection of defect requests, applicable fees will apply in accordance with the Fee Schedule.

Payment Guidelines
Electrical inspection fees are due and payable when a notification is submitted. A Certificate of Inspection will not be issued until payment has been made in full. If you are using on-line or telephone banking, please use your Invoice Number as your account number.

Adjustments
The initial fees for inspection are an estimate, based on information provided by the applicant. Adjustments (to this estimate) will be required if the actual work exceeds the information provided and additional fees are applicable. The applicant agrees to pay the applicable fees for the actual work as determined in accordance with the Fee Schedule.

Credit Cards
If the original estimate is paid with a credit card, the applicant is deemed to agree with any applicable additional fees also being charged to the credit card.

Refunds
Fees paid may be refunded after all applicable inspections have been completed if the payment made exceeds the applicable fees. A refund processing fee may be charged and withheld from any refund payable.

Late Payment
Invoices not paid by the due date are subject to a 1.5% per month late payment charge.

Right of Refusal
ESA may refuse a notification under the following conditions: (a) the applicant has failed to pay any fees or dues owing to the ESA for a period of more than 30 days, or; (b) the applicant has failed to correct any defects on an electrical installation after having been notified by ESA that defects exist.

If you have questions regarding the Fee Schedule or inspection services, please contact our Customer Service Centre at 1-877-ESA-SAFE.

Privacy Statement
ESA is committed to maintaining the security and confidentiality of personal information in accordance with applicable privacy legislation and our Customer Privacy Policy. ESA also makes stipulated categories of information (not including personal information) available upon request as set out in our Access and Privacy Code.

By submitting personal information to ESA, you are consenting to ESA collecting, using and disclosing your personal information for the purposes set out in the Customer Privacy Policy. You represent that you have all necessary authority and/or have obtained all necessary consents from any other individuals about whom you provide information to ESA in order to enable us to collect, use and disclose such personal information for the purposes described above. Copies of our Customer Privacy Policy and Access and Privacy Code are located on our website at www.esasafe.com.

Electrical Safety Authority

400 Sheldon Dr, 000 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278

www.esasafe.com

Working Without Electrical Inspection

PEEL CONDOMINIUM CORPORATION 346
80 DEVON RD UNIT 1
BRAMPTON ON L6T 5B3

NOTICE DATE:	October 17, 2023
NOTIFICATION #:	70249688
INSPECTOR:	Smith, Shaun
TELEPHONE:	(416)678-0744
PRINT DATE:	October 17, 2023

RECEIVED
OCT 23 2023

Re:

SANA HUSSAIN
A AND H ASSET AUCTIONS INC
U3-80 DEVON RD
BRAMPTON ON L6T 5B3

The defects listed below need correction by October 31, 2023 in order to fulfill the requirements of the Ontario Electrical Safety Code. Please **READ** the Instructions for Correcting Defects.

INSTRUCTIONS FOR CORRECTING DEFICIENCIES

a) Phone ESA, submit a notification, and pay the associated fees.
b) Please inform ESA that your call is in response to this notice.
c) If you have questions or concerns regarding the Defects listed below, please contact the Inspector directly. For all other inquiries, please contact our Customer Service Centre at 1-877-372-7233.
d) In the event a defect is identified as 'Warning', it is still necessary to correct or have the defect corrected.

It has come to our attention that you and/or your employee(s) have done electrical wiring at the above location without filing a notification with the Electrical Safety Authority. This is contrary to Rule 2-004 1) of the Ontario Electrical Safety Code 27th edition, and Ontario Regulation 164/99 made pursuant to Section 113 of the Electricity Act, 1998 which reads as follows:

Rule 2-004 1) and 2) Notification of Work
1) A contractor shall file a notification with the Electrical Safety Authority of any work on an electrical installation:

a) Prior to the commencement of the work whether or not electrical power or energy has been previously supplied to the land, building, or premises on which the work was performed; or
b) Within 48 hours after commencement of the work where compliance with Subrule 1) a) is not practicable

2) A contractor shall pay the fees prescribed by the Electrical SafetyAuthority, and be in compliance with Ontario Regulation 570/05 made under Part VIII of the Electricity Act, 1998.

Electrical Safety Authority

400 Sheldon Dr, Unit 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278

www.esasafe.com

Violation of Rule 2-004 and Regulation 438/07 constitutes a provincial offence under the Provincial Offences Act, which upon conviction may result in the following.

a) Liable for a fine up to $50,000;
b) Liable for a fine up to $5,000 for each day an offence is committed; and
c) Imprisonment for a term up to one year

NOTE:

Ontario Electrical Safety Code defines "Contractor" as "...any person who, as principal, servant, or agent, by himself or his associates, employees, servants or agents, performs or engages to perform, either for own use and benefit or for that of another, and for or without remuneration or gain, any work with respect to any electrical installation or any other work to which this Code applies...".

Failing to correct the Defects withint the timeframe specified, may result in ESA taking an appropriate action, including deferment, issuance of an ESA order to comply, prosecution and disconnection of electrical power. Fees of up to $200 for processing an account for deferment or for each step in the ESA order or disconnection process may apply.

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2 October 17, 2023
Defect Inspector: Smith, Shaun Cell no:(416)678-0744
OESC 2021 Rule 02-004 - Any person responsible for any installed, alteration, repair, or extension of any electrical equipment, shall obtain a notification of work from the Electrical Safety Authority.
No permits found for the electrical portion of this property.

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3 October 17, 2023
Defect Inspector: Smith, Shaun Cell no:(416)678-0744
OESC 2021 Rule 12-3000 5) - Cover plates are required on all devices.
Throughout

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4 October 17, 2023
Defect Inspector: Smith, Shaun Cell no:(416)678-0744
OESC 2021 Rule 02-034 - The extension cord is not approved for use in the manner as used.
In ceiling

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5 October 17, 2023
Defect Inspector: Smith, Shaun Cell no:(416)678-0744
OESC 2021 Rule 30-302 1) - Additional support is required for each luminaire in a suspended ceiling that is not securely fastened to the ceiling framing members. This includes exit lights, track lights, pot lights and fluorescent luminaires mounted in or on a suspended ceiling. Refer to Bulletin 30-4-*.
downstairs storage and 2nd floor

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6 October 17, 2023
Defect Inspector: Smith, Shaun Cell no:(416)678-0744
OESC 2021 Rule 26-704 1) - Receptacles having CSA configuration 5-15R or 5-20R installed within 1.5 m of sinks (wash basins complete with a drainpipe), bathtubs, or shower stalls shall be protected by a ground fault circuit interrupter of the Class A type.

Electrical Safety Authority

400 Sheldon Dr, Unit 1, Cambridge, ON , N1T 2H9
For inquiries:
TOLL FREE TEL: 1-877-372-7233 TOLL FREE FAX: 1-800-667-4278

www.esasafe.com

7	October 17, 2023 Defect Inspector: Smith, Shaun Cell no:(416)678-0744 OESC 2021 Rule 02-004 7) - Wiring is not to be covered or concealed until it has been inspected by an electrical inspector and found to conform to the Electrical Safety Code.
8	October 17, 2023 Defect Inspector: Smith, Shaun Cell no:(416)678-0744 OESC 2021 Rule 12-3000 5) - Covers shall be installed on all electrical boxes. relay boxes in ceiling 2nd floor

Pour obtenir une version francaise du rapport, veuillez appeler 1-877-372-7233.

INSPECTION ORDER

Made under subsection 21(1) of the *Fire Protection and Prevention Act, 1997*

Brampton Fire and Emergency Services — Inspection Order Number: 1706551

Brampton Fire and Emergency Services
425 Chrysler Drive
Brampton, ON
L6S 6G3
Phone: (905)874-2740
Email: fire.prevention@brampton.ca

This Order is issued to: Peel Condominium Corporation No. 346 (Owners of Building)
Florentine Financial Corp (Owners of Unit 3)

On August 30, 2023, I, Adam Feltrin, an Inspector under subsection 19(1) of the *Fire Protection and Prevention Act, 1997* inspected the following property Owned by you:

Property Location: 80 Devon Road Unit 3
Brampton, ON L6T 5B3

Based on this inspection:

Measures necessary to ensure fire safety at this property are ordered under clause 21(1)(g) of the *Fire Protection and Prevention Act, 1997.*

The reasons for this Order and the action required by this Order are set out on the following pages.

You must complete the action required by this Order by: **October 16, 2023**

The municipal building department should be contacted to determine if a building permit is required before starting any work. Under subsection 22(2) of the *Fire Protection and Prevention Act, 1997,* repairs, alterations or installations carried out in compliance with this Order, will be deemed not to contravene the Building Code established under the *Building Code Act, 1992*.

Other information, including information about the right to request a review of this Order by any person who considers themselves aggrieved by this Order, is also provided.

Signed,

Adam Feltrin, Fire Prevention Officer
Inspector under subsection 19(1) of the *Fire Protection and Prevention Act, 1997*

A copy of this Order is provided to the Chief Building Official as required by subsection 22(3) of the *Fire Protection and Prevention Act, 1997*, for Orders requiring repairs, alterations or installations to a building, structure or premises.

INSPECTION ORDER

Made under subsection 21(1) of the *Fire Protection and Prevention Act, 1997*

Brampton Fire and Emergency Services

Inspection Order Number: 1706551

PROPERTY DESCRIPTION:

The subject building and/or premises is; located at 80 Devon Road, two storeys in building height, building area of approximately 5428 m^2, built in 1987, and constructed of non-combustible construction. The major occupancy of Unit 3 is a Group F2 – Medium Hazard Industrial Occupancy. The building and/or premises contains the following fire protection systems: Portable Fire Extinguishers, automatic sprinkler system, and Emergency Lighting. The Building is owned by Peel Condominium Corp. No. 346. Unit 3 is owned by Florentine Financial Corp.

During the inspection the building and/or premises was found to be in contravention of the Fire Code, O. Reg. 213/07 as amended.

REASONS FOR ORDER AND ACTION REQUIRED:

1) Division B – 6.5.1.2.

Sprinkler systems shall be maintained in operating condition.

CURRENT CONDITION

Damage to the drop down ceiling tiles, in the following areas prohibit the sprinkler system from operating as designed;

1st Floor Auction Area

2nd Floor Recording Studio

2nd Floor Hallway by Room# 8

2nd Floor Server Room

2nd Floor Boardroom

CORRECTIVE ACTION

Complete repairs to drop down ceiling tiles in aforementioned areas and sprinkler system to ensure the system operates in requisite condition

eLaws link https://www.ontario.ca/laws/regulation/070213

INSPECTION ORDER

Made under subsection 21(1) of the *Fire Protection and Prevention Act, 1997*

Brampton Fire and Emergency Services

Inspection Order Number: 1706551

COMPLIANCE WITH ORDER:

The owner and/or occupant named on page 1 of this Order is responsible for compliance with this Order.

Under section 30 of the *Fire Protection and Prevention Act, 1997*, a person who fails to comply with an Order is guilty of an offence and, on conviction, is subject to a fine of up to $20,000 for each day during which the non-compliance continues. A conviction or payment of the fine does not relieve the person from complying with the Order.

Compliance with this Order does not relieve the owner and/or occupant from compliance with other Fire Code requirements not referenced in this Order or with other applicable law such as the *Building Code Act, 1992* or the *Planning Act*.

SERVICE INFORMATION:

Served by: **ADAM FELTRIN**

Signature: ____________

This Order is served to each owner and/or occupant named on page 1 of this Order.

Service to Owner and/or Occupant Named in Order: Date: September 11, 2023
Peel Condominium Corporation No. 346

☑ Owner ☐ Occupant

Manner of service: ☐ Personal ☑ Regular letter mail ☐ Email ☐ Fax ☐ Other

Service to Owner and/or Occupant Named in Order: Date: September 11, 2023
Florentine Financial Corp

☑ Owner ☐ Occupant

Manner of service: ☐ Personal ☑ Regular letter mail ☑ Email ☐ Fax ☐ Other

A copy of this Order is also served to other owners and/or occupants that are not named on page 1 of this Order. Only those named on page 1 are responsible for compliance with this Order.

Service to Other Owner:

Name: Date:

Manner of service: ☐ Personal ☐ Regular letter mail ☐ Email ☐ Fax ☐ Other

Service to Other Occupant:

Name: Tenants at 80 Devon Road Date: September 11, 2023

Manner of service:
☑ Posted at multi-unit building ☐ Personal ☐ Regular letter mail ☐ Email ☐ Fax ☐ Other

INSPECTION ORDER

Made under subsection 21(1) of the *Fire Protection and Prevention Act, 1997*

Brampton Fire and Emergency Services

Inspection Order Number: 1706551

ADDITIONAL PERSONS SERVED:

A copy of this Order may be served to additional persons.

Service to: William Hristovski
Date: September 11, 2023

☑ Director/Officer of Corporation ☐ Other

Manner of service: ☐ Personal ☐ Regular letter mail ☑ Email ☐ Fax ☐ Other

Service to: Sunil Gupta
Date: September 11, 2023

☐ Director/Officer of Corporation ☑ Other

Manner of service: ☐ Personal ☐ Regular letter mail ☑ Email ☐ Fax ☐ Other

Service to: Shanawaz Khan
Date: September 11, 2023

☑ Director/Officer of Corporation ☐ Other

Manner of service: ☐ Personal ☑ Regular letter mail ☐ Email ☐ Fax ☐ Other

Service to:
Date:

☐ Director/Officer of Corporation ☐ Other

Manner of service: ☐ Personal ☐ Regular letter mail ☐ Email ☐ Fax ☐ Other

Service to:
Date:

☐ Director/Officer of Corporation ☐ Other

Manner of service: ☐ Personal ☐ Regular letter mail ☐ Email ☐ Fax ☐ Other

Service to:
Date:

☐ Director/Officer of Corporation ☐ Other

Manner of service: ☐ Personal ☐ Regular letter mail ☐ Email ☐ Fax ☐ Other

INSPECTION ORDER

Made under subsection 21(1) of the *Fire Protection and Prevention Act, 1997*

RIGHT TO REQUEST A REVIEW OF THIS ORDER:

Any person who is aggrieved by this Order may make a request to the Fire Marshal for a review of the Order. For more information, see Part VI of the *Fire Protection and Prevention Act, 1997*.

IMPORTANT INFORMATION:

- A request to the Fire Marshal for a review of this Order must be made in writing and received by the Fire Marshal within **15 calendar days** after the Order is served.
- If you miss this deadline or if you need more time to make this request, you may apply to the Fire Marshal for an extension. Your application for an extension must be received by the Fire Marshal within **30 calendar days** after the Order is served. You must provide reasons why you need more time to request a review of this Order.
- You are not required to comply with this Order while it is under review by the Fire Marshal until a decision is issued, however, there may be exceptions where necessary for public safety.
- Following a review of this Order, the Fire Marshal may confirm, amend or rescind the Order, or may make a new Order. The Fire Marshal may also refuse to consider your request and refer the matter directly to the Fire Safety Commission. The Fire Marshal is not required to hold a hearing when conducting a review.

INSTRUCTIONS:

- A request to the Fire Marshal for a review of an Order, or an application to extend the time for requesting a review, may be made online at:

  www.ontario.ca/firemarshal

  - Select 'Orders / Fire Marshal Reviews'.
  - Complete the online application form and upload a copy of the Order as an attachment.

- Alternatively, these requests may be made by either email, fax, or mail at:

  Email: OFMEMReviews@ontario.ca

  Fax: 416-628-3739

  Mail: Fire Marshal – REVIEWS
Office of the Fire Marshal and Emergency Management
25 Morton Shulman Avenue, 2nd Floor, Toronto, ON M3M 0B1

  - Contact the Office of the Fire Marshal and Emergency Management at 647-329-1100 to obtain a copy of the "Application for a Fire Marshal Review of an Order" form.
  - Complete and submit the form together with a copy of the Order.

APPENDIX “5”

Ontario Real Estate Association

Form 520
for use in the Province of Ontario

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

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

BETWEEN:
BROKERAGE: CUSHMAN & WAKEFIELD
1100-3100 STEELES AVE EAST (the "Listing Brokerage") Tel. No. (416) 494-9500

SELLER: Grant Thornton Limited in its Capacity as a Receiver of Florentine Financial Corporation (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as 80 Devon Road Unit #3 Brampton Brampton, ON (the "Property")

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

commencing at .... (a.m./p.m.) on the 1 day of April, 2024,

and expiring at 11:59 p.m. on the 30 day of September, 2024 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), **the Listing Brokerage must obtain the Seller's initials.** } ( ) (Seller's Initials)

to offer the Property **for sale** at a price of: Dollars (CDN$) ....

.... Dollars

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

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

Schedule A, ... attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage.

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

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 4 % of the sale price of the Property or ....

....

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 2 % of the sale price of the Property or............

....

out of the commission the Seller pays the Listing Brokerage.
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 180 days after the expiration of the Listing Period **(Holdover Period)**, so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.
The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

INITIALS OF LISTING BROKERAGE: ( ) **INITIALS OF SELLER(S):** ( )

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

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

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

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction. The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

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

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

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

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or buyer.

4. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.

5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

8. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

9. **ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

10. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

INITIALS OF LISTING BROKERAGE: **INITIALS OF SELLER(S):**

11. VERIFICATION OF INFORMATION: The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

12. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling: consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.	**Does**	**Does Not**

13. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

14. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

15. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

16. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

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

DIANA MCKENNON

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

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

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

Grant Thornton Limited in its Capacity

(Name of Seller)

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

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

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

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

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record JOHN FILICE/GORAN BRELIH/DIANA MCKENNON

(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by TRESA.

(Signature(s) of Salesperson/Broker/Broker of Record) DIANA MCKENNON

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the .... day of ...., 20 ....

(Signature of Seller) (Date)

(Signature of Seller) (Date)

OREA Ontario Real Estate Association

Form 520
for use in the Province of Ontario

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

This Schedule is attached to and forms part of the Listing Agreement - Commercial Seller Representation Agreement, Authority to Offer for Sale (Agreement) between:

BROKERAGE: CUSHMAN & WAKEFIELD, and

SELLER: Grant Thornton Limited in its Capacity as a Receiver of Florentine Financial Corporation

PROPERTY: 80 Devon Road Unit #3 Brampton Brampton, ON

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

This form must be initialled by all parties to the Agreement.

INITIALS OF LISTING BROKERAGE: **INITIALS OF SELLER(S):**

APPENDIX “6”

AIRD BERLIS

Kyle Plunkett
Direct: 416.865.3406
E-mail: kplunkett@airdberlis.com

February 9, 2024

Sana Hussain
(sana@assetauctions.ca)

Dear Sana:

Re: *A&H Asset Auctions Inc. v ABC Corporations et al (File No. COA-23-CV-1327)* (the "A&H Appeal")

And Re: *The Toronto-Dominion Bank v Florentine Financial Corporation and A&H Asset Auctions Inc. (File No. CV-23-00003417-0000)* (the "Receivership Proceeding")

As you are aware, we are counsel to Grant Thornton Limited, in its capacity as receiver and manager (the "**Receiver**") of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and together with Florentine, the "**Debtors**"), pursuant to the order of Justice Daley of the Ontario Superior Court of Justice dated November 23, 2023 (the "**Appointment Order**"). A copy of the Appointment Order is attached hereto as Schedule A.

On February 7, 2024, you have advised the Receiver of the existence of the A&H Appeal, an ongoing appeal in a matter predating the Receivership Proceeding, which will be dismissed without the Court of Appeal granting an extension to perfect the A&H Appeal by February 12, 2024. In reviewing the materials filed, the Receiver has discovered that on December 4, 2023, an appeal was commenced on the behalf of A&H by Sana Hussain and/or Salim Khan, the prior principals of A&H (the "**Prior Principals**").

Paragraph 9 of the Appointment Order provides that: "no Proceeding against or in respect of the Debtors 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" (each as defined in the Appointment Order). Pursuant to paragraph 3(i) of the Appointment Order, the Receiver can elect to initiate any proceedings with respect to the Debtors, or settle or compromise any such proceedings.

The A&H Appeal was commenced despite the Prior Principals having notice of the Appointment Order.

On December 4, 2023, the Prior Principals did not have the authority to file the Notice of Appeal that originated the A&H Appeal pursuant to the Appointment Order. The Prior Principals have no authority now to continue to take any steps regarding the A&H Appeal. We will be advising opposing counsel to the A&H Appeal accordingly.

If the Receiver was advised about the underlying action earlier, it would have considered assigning the action to the Prior Principals before the expiry of any appeal period. However, any such assignment requires Court approval. The Receiver cannot assign the action underlying the A&H Appeal or provide consent to the Prior Principals taking any steps regarding the A&H Appeal as court authorization cannot be obtained prior to February 12, 2024.

This letter is to put you on notice that the commencement or continuation of any court proceedings in the name of either or both of the Debtors, including the A&H Appeal, is in direct contravention of the Appointment Order and is contempt of Court.

The Receiver will not allow any party to interfere with its mandate to manage the estates of the Debtors for the benefit of all stakeholders. Any further steps taken by the Prior Principals regarding any ongoing or new litigation, or any other matters, in the name of either of the Debtors will be reported to the Court, as is required by the Receiver's obligations as a Court officer.

Should you have any questions on the above, please contact our office.

Yours truly,

AIRD & BERLIS LLP

Per:Kyle Plunkett
Partner

KP/SFP

APPENDIX "7"

AIRD BERLIS

Shaun Parsons
Direct: 416.637.7982
E-mail: sparsons@airdberlis.com

February 23, 2024

Sana Hussain
(sana@assetauctions.ca)

Dear Ms. Hussain:

Re: ***A&H Asset Auctions Inc. v ABC Corporations et al (File No. COA-23-CV-1327) (the "A&H Appeal")***

And Re: The Toronto-Dominion Bank v Florentine Financial Corporation and A&H Asset Auctions Inc. (File No. CV-23-00003417-0000) **(the "Receivership Proceeding")**

As you are well aware from our previous correspondence, we are counsel to Grant Thornton Limited, in its capacity as receiver and manager (the "**Receiver**") of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and together with Florentine, the "**Debtors**"), pursuant to the order of Justice Daley of the Ontario Superior Court of Justice dated November 23, 2023 (the "**Appointment Order**"). Beyond the other processes of service of the Appointment Order, I understand that the Receiver hand delivered the Appointment Order to you.

On December 4, 2023, an appeal was commenced on the behalf of A&H by Sana Hussain and/or Salim Khan, the prior principals of A&H (the "**Prior Principals**").

As we have previously informed you in a letter dated February 9, 2024 (the "**Previous Correspondence**"), the Prior Principals did not have the authority to file the Notice of Appeal that originated the A&H Appeal pursuant to the Appointment Order. The Prior Principals have no authority now to continue to take any steps regarding the A&H Appeal. Please find the Previous Correspondence attached hereto as **Schedule "A"**.

In a letter dated February 21, 2024, you have advised the Ontario Court of Appeal that you filed the notice of appeal in a self-represented capacity on December 19, 2023.

The Previous Correspondence was sent to put you on notice that the commencement or continuation of any court proceedings in the name of either or both of the Debtors, including the A&H Appeal, is in direct contravention of the Appointment Order and is contempt of Court. Despite this notice, you are continuing to act in contravention of the Appointment Order by alleging that you are advancing the A&H Appeal as a self-represented party.

This position is untenable. The A&H Appeal was commenced: (i) in A&H's alleged corporate capacity, which you cannot now transfer to yourself, (ii) without the consent of the Receiver whose authorization, since the Appointment Order, is required to commence legal proceedings, and (iii) without you as a party, and you cannot insert yourself as an Appellant mid-way through the proceedings. For these reasons, among others, you are unable to advance the A&H Appeal as a self-represented party.

An Order of the Court must be respected, and we will not tolerate these violations of the Appointment Order any further. The Receiver will be advising the Court at its next attendance of the violations of the Appointment Order by the Prior Principals and, if these violations are continuing, will request that the Court exercise its discretion to prevent the continued contempt of the Appointment Order. We also intend to attach this letter to the Receiver's Report, which will be put in front of the Court.

We understand that you are communicating with stakeholders, including the Respondents in the A&H Appeal, under an email using the domain "@assetauctions.ca" (the "**A&H Domain**"). Any domain in the name of A&H is property vested in the Receiver pursuant to the Appointment Order. The Prior Principals must cease all correspondence from addresses using the A&H Domain. Failure in doing so represents an additional violation and will be reported to the Court.

Should you have any questions on the above, please contact our office.

Yours truly,

AIRD & BERLIS LLP

Shaun Parsons
Associate

SP

SCHEDULE "A"

AIRD BERLIS

Kyle Plunkett
Direct: 416.865.3406
E-mail: kplunkett@airdberlis.com

February 9, 2024

Sana Hussain
(sana@assetauctions.ca)

Dear Sana:

Re: *A&H Asset Auctions Inc. v ABC Corporations et al (File No. COA-23-CV-1327)* (the "A&H Appeal")

And Re: *The Toronto-Dominion Bank v Florentine Financial Corporation and A&H Asset Auctions Inc. (File No. CV-23-00003417-0000)* (the "Receivership Proceeding")

As you are aware, we are counsel to Grant Thornton Limited, in its capacity as receiver and manager (the "**Receiver**") of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and together with Florentine, the "**Debtors**"), pursuant to the order of Justice Daley of the Ontario Superior Court of Justice dated November 23, 2023 (the "**Appointment Order**"). A copy of the Appointment Order is attached hereto as Schedule A.

On February 7, 2024, you have advised the Receiver of the existence of the A&H Appeal, an ongoing appeal in a matter predating the Receivership Proceeding, which will be dismissed without the Court of Appeal granting an extension to perfect the A&H Appeal by February 12, 2024. In reviewing the materials filed, the Receiver has discovered that on December 4, 2023, an appeal was commenced on the behalf of A&H by Sana Hussain and/or Salim Khan, the prior principals of A&H (the "**Prior Principals**").

Paragraph 9 of the Appointment Order provides that: "no Proceeding against or in respect of the Debtors 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" (each as defined in the Appointment Order). Pursuant to paragraph 3(i) of the Appointment Order, the Receiver can elect to initiate any proceedings with respect to the Debtors, or settle or compromise any such proceedings.

The A&H Appeal was commenced despite the Prior Principals having notice of the Appointment Order.

On December 4, 2023, the Prior Principals did not have the authority to file the Notice of Appeal that originated the A&H Appeal pursuant to the Appointment Order. The Prior Principals have no authority now to continue to take any steps regarding the A&H Appeal. We will be advising opposing counsel to the A&H Appeal accordingly.

If the Receiver was advised about the underlying action earlier, it would have considered assigning the action to the Prior Principals before the expiry of any appeal period. However, any such assignment requires Court approval. The Receiver cannot assign the action underlying the A&H Appeal or provide consent to the Prior Principals taking any steps regarding the A&H Appeal as court authorization cannot be obtained prior to February 12, 2024.

This letter is to put you on notice that the commencement or continuation of any court proceedings in the name of either or both of the Debtors, including the A&H Appeal, is in direct contravention of the Appointment Order and is contempt of Court.

The Receiver will not allow any party to interfere with its mandate to manage the estates of the Debtors for the benefit of all stakeholders. Any further steps taken by the Prior Principals regarding any ongoing or new litigation, or any other matters, in the name of either of the Debtors will be reported to the Court, as is required by the Receiver's obligations as a Court officer.

Should you have any questions on the above, please contact our office.

Yours truly,

AIRD & BERLIS LLP

Per:Kyle Plunkett
Partner

KP/SFP

Court File No. CV-23-00003417-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 23rd
	)	
JUSTICE DALEY	)	DAY OF NOVEMBER, 2023

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

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 Grant Thornton Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Florentine Financial Corporation and A&H Asset Auctions Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including the real property described at Schedule "A" hereto and owned by Florentine Financial Corporation (the "Real Property"), was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Amanda Bezner sworn October 17, 2023 and the Exhibits thereto, the Factum of the Applicant dated November 7, 2023, and on hearing the submissions of counsel for the Applicant as duly served as appears from the affidavits of service of Emma Benaway sworn October 20, 2023 and November 7, 2023 and of Isabelle Stacey sworn

November 15, 2023, and on reading the consent of Grant Thornton Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and 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, Grant Thornton Limited 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 Debtors, including the Real Property, and also including all proceeds thereof (collectively, 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 Debtor 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 $150,000; 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;

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

l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the 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, including but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 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 $100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.GrantThornton.ca/FlorentineFinancial'.

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.

Daley J.

Justice Daley, Ontario Superior Court of Justice

SCHEDULE "A"

REAL PROPERTY

UNIT 3, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 346; PT BLK 3 PL 43M680, PT 1 43R14084, MORE FULLY DESCRIBED IN SCHEDULE ‘A’ OF DECLARATION LT135495; CITY OF BRAMPTON (PIN 19346-0003 LT)

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "Receiver") of the assets, undertakings and properties Florentine Financial Corporation and A&H Asset Auctions Inc. acquired for, or used in relation to a business carried on by the Debtors, including the Real Property (as defined in the Appointment Order), and 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.

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.

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.

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

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.

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.

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__.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: ___________________________________

Name:
Title:

THE TORONTO-DOMINION BANK v. FLORENTINE FINANCIAL CORPORATION, et al.

Applicant Respondents

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON, ONTARIO

ORDER

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Lawyers for the Applicant,
The Toronto-Dominion Bank

APPENDIX “8”

In the Matter of the Receivership of
Florentine Financial Corporation and A&H Asset Auctions
Interim Statement of Receipts and Disbursements
March 12, 2024

	Florentine	A&H
Receipts		
Borrowing Certificate	$ 100,000.00	
Advance from Grant Thornton		$ 442.55
Insurance Refund		32,003.00
Interest	97.25	48.89
	$ 100,097.25	$ 32,494.44
Disbursements		
Filings Fees	$ 400.30	$ 400.30
HST Paid	845.31	42.25
Appraisals	2,500.00	
Insurance	16,664.40	
Bank Charges	51.00	
Security	420.00	
Utilities	1,111.11	
Building Repairs	2,146.29	
Condominium Fees	4,000.00	
Receiver's Fees	20,450.71	
HST on Receiver's Fees	2,658.60	
Legal Fees	6,841.75	23,906.10
HST on Legal Fees	876.96	3,102.65
	$ 58,966.43	$ 27,451.30
Balance	$ 41,130.82	$ 5,043.14

2198.59	47217.72
285.82	6138.31

APPENDIX "9"

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE TORONTO-DOMINION BANK

Applicant

-and-

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

AFFIDAVIT OF JACOB WIEBE

I, **JACOB WIEBE**, of the Town of Uxbridge, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am Senior Vice-President of Grant Thornton Limited, ("**GTL**") which was appointed as Receiver of the Respondents in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.

2. Attached and marked as Exhibit "**A**" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements of GTL in its capacity as Receiver to February 29, 2024 totalling $76,465.33, including Disbursements of $371.30 and HST in the amount of $8,796.90 and such is summarized on Exhibit "**B**" to this my affidavit.

3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits **"A"** and **"B"** and I believe were reasonable and appropriate in the circumstances.

5. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME over video teleconference this 13th day of March, 2024.	)))))))
Commissioner for Taking Affidavits, etc.	Jacob Wiebe

Jonathan David Krieger,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires February 11, 2026

Exhibit "**A**" to the Affidavit of Jacob Wiebe, sworn before me this 13th day of March, 2024

Commissioner for Taking Affidavits, etc.

Jonathan David Krieger,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires February 11, 2026

Court File No. CV-23-00003417-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE TORONTO-DOMINION BANK

Applicant

-and-

FLORENTINE FINANCIAL CORPORATION and
A&H ASSET AUCTIONS INC.

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 346640
Invoice #LSON-9692

Professional services rendered as Court appointed Receiver for the period from November 23, 2023 to December 31, 2023.

Date	Staff	Hours	Detail
November 23, 2023	Roman Konovalov	0.40	Calls with the locksmith regarding the security measures, discussed file with J. Wiebe.
November 24, 2023	Roman Konovalov	0.20	Communicated with the company regarding the information required.
November 24, 2023	Jake Wiebe	0.60	Correspondence with Debtor and counsel re: taking possession; Planning with Team.
November 27, 2023	Roman Konovalov	2.50	Communications with the representative of the Company regarding the information required for the Receivership process, attendance of the company premises.
November 27, 2023	Jake Wiebe	0.40	Planning and correspondence with team re: taking possession; Email with Debtor counsel re: same.

Date	Staff	Hours	Detail
November 28, 2023	Roman Konovalov	2.50	Attendance of the company premises, changing locks, review of the independent contractor tools, discussions regarding the roof repairs, communication with the company representative regarding the information requested.
November 28, 2023	Jake Wiebe	0.80	Emails with team re: taking possession or building and vehicle; Email with debtor; Email with counsel.
November 29, 2023	Roman Konovalov	3.50	Attended the property to meet the representative of the company, produced draft Receiver Notices and compiled Creditor statements based on information available.
November 29, 2023	Jake Wiebe	1.80	Emails with team re: taking possession; Email with debtor counsel; Email with counsel and TD counsel.
November 30, 2023	Roman Konovalov	3.00	Attended property to review heating measures at the premises, discussed the same with a former property management person, spoke to HVAC company, made additional keys for the premises, revised creditors lists for both entities.
December 1, 2023	Roman Konovalov	0.10	Spoke to HVAC company, set a meeting on site.
December 4, 2023	Roman Konovalov	1.50	Email communications with Brokers, Pinchin, principals of the company, HVAC contractor, Insurance.
December 5, 2023	Rosa Wilford	1.10	Prepare bank forms to setup new bank account; Bank letters; Correspondences to and from Bank; re activation/confirmation on new request and on-line access; Setup account estate in ascend. Prepare letter for incoming wire payments; Notify team; Save to server; Emails.
December 5, 2023	Finn Reilly Gordon	0.70	Commuting to and surveying property at 5649 Dunbar Street; Preparing email with findings of visit; Call with R. Konovalov re: same.
December 5, 2023	Roman Konovalov	4.50	Attendance of the property, met HVAC contractors, oversaw repairs of the working HVAC units, reviewed court order received, communications with utility companies, met with a Condo Corp President, reviewed information regarding the Vancouver property, met Real Estate Agent on site, toured and discussed the property, produced summary data pertaining to the property, email communications from the principal

Date	Staff	Hours	Detail
			of the company.
December 6, 2023	Roman Konovalov	2.00	Communications with the utility companies, principal of the company, alarm company, met real estate broker on site to tour the property, internal discussions regarding the file.
December 6, 2023	Jake Wiebe	2.10	Discussion with team re: insurance; Rolls Royce; property security; building repairs; Review email correspondence re: same.
December 7, 2023	Valerie Naccarato	1.50	Fax Notice of Receiver to OSB; Prepare mailing to creditors; Prepare Affidavit of Mailing.
December 7, 2023	Roman Konovalov	2.70	Attended the property, showed the property, tour the property, discussions with the principal of the Company regarding the binding authority of the Receiver, oversaw measurements taking process, communications with the government body.
December 7, 2023	Abi Elanganesan	1.00	Attended a property walk through on site.
December 7, 2023	Jake Wiebe	2.10	Review correspondence with insurance; repair contractors; Rolls Royce auto shop; Emails with team; Call with counsel re: Dec 18 motion re: condo board.
December 8, 2023	Jake Wiebe	0.60	Email with counsel; Call with team re: roof repairs and securing the Rolls Royce.
December 8, 2023	Roman Konovalov	0.80	Communications with Insurance companies regarding the quotes, spoke to the dealership where asset of the company is stored, communications with Condo Board; discussed file with J. Wiebe, communications with several creditors.
December 11, 2023	Jake Wiebe	1.10	Email correspondence with counsel re: Dec 18 motion re: condo corp; Call with team re: car and property insurance; Email with TD counsel re: payout proposal details.
December 11, 2023	Roman Konovalov	0.70	Email communications, spoke to car dealership regarding the sale of the potential marketing procedure to sell, communications with the insurance, call with J. Wiebe regarding the file.
December 11, 2023	Rosa Wilford	0.20	Review correspondences from bank on documents for opening new account; Meet with team for authorized review and signing by two Trustees re Product Consent Form; Scan to server; Respond

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Date	Staff	Hours	Detail
			to bank; Emails.
December 12, 2023	Rosa Wilford	0.30	On-line banking and monitor account for expecting incoming wire; Notify team and to provide directions on funds received; Prepare receipt and EFT requisition forms; Post deposit and bank charge entries, print slip and stamp date for signing; Emails.
December 12, 2023	Jake Wiebe	0.60	Emails re: condo corp motion; Call with TD counsel and Receiver counsel.
December 13, 2023	Rosa Wilford	1.10	Review account ledger; Prepare disbursement requisition forms for signing by authorized signing officer; Post invoice entries re Fees/License; Issue cheques; Correspondences with team on review / approvals; E-file remittance advice; Emails.
December 13, 2023	Jake Wiebe	2.90	Call with all counsel on condo corp action; Call with counsel; Conf call with counsel and TD counsel.
December 14, 2023	Valerie Naccarato	0.20	Scan deposit and cheque requisition forms to server and file originals.
December 15, 2023	Valerie Naccarato	0.10	Enter proof of claim to Ascend, save to server and notify team.
December 19, 2023	Rosa Wilford	0.40	Review payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
December 19, 2023	Abi Elanganesan	1.00	Performed a routine check up on 80 Devon Road.
December 20, 2023	Rosa Wilford	0.30	Review payment request and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
December 20, 2023	Jake Wiebe	0.40	Correspondence with condo corp re: payment of condo fees; Arrange for payment of Dec fees.
December 21, 2023	Valerie Naccarato	0.20	Scan cheque requisition forms to server and file originals.

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Time Charges and Expenses

J. Wiebe, Sr. Vice President	13.40	hours @	$	650.00	per hour	$	8,710.00
R. Konovalov, Manager	24.40	hours @	$	350.00	per hour	$	8,540.00
R. Wilford, Manager	3.40	hours @	$	350.00	per hour	$	1,190.00
F.R. Gordon, Associate	0.70	hours @	$	210.00	per hour	$	147.00
A. Elanganesan, Associate	2.00	hours @	$	210.00	per hour	$	420.00
V. Naccarato, Analyst	2.00	hours @	$	150.00	per hour	$	300.00
	45.90					$	19,307.00
Adminstrative & Technology Fee (5%)						$	965.35
						$	20,272.35
Disbursements							
Copies of Keys						$	19.12
Travel						$	159.24
						$	178.36
Total Time and Disbursements						$	20,450.71
HST						$	2,658.60
Total Invoice Due						**$**	**23,109.31**

Grant Thornton

Court File No. CV-23-00003417-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE TORONTO-DOMINION BANK

Applicant

-and-

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 346640
Invoice #LSON-9854

Professional services rendered as Court appointed Receiver for the period from October 18, 2023 to February 29, 2024.

Date	Full Name	Time	Detail
October 18, 2023	Jake Wiebe	0.40	Review update from Debtor and send to bank and counsel.
November 2, 2023	Jake Wiebe	0.30	Correspondence with Debtor.
November 6, 2023	Jake Wiebe	0.60	Emails with bank and counsel. Email with Debtor.
November 20, 2023	Jake Wiebe	0.40	Review emails from counsel; Call with counsel.
November 22, 2023	Jake Wiebe	0.60	Call with counsel; Review emails from debtor counsel; condo Corp counsel and TD counsel.
November 23, 2023	Ada Shahini	0.50	Set up website and requested IT to redirect to shorter URL; Communicated with team and uploaded Book of authorities, Factum and Application Record on the server and the website folder on server; Responded to team.

Date	Full Name	Time	Detail
November 23, 2023	Jake Wiebe	0.90	Review emails from various counsel re: receivership application; Call with TD re: funding; Call with counsel; Planning call with team; Call to Debtor.
December 5, 2023	Ada Shahini	0.20	Uploaded Court Order and Endorsement of Justice Daley on the website and website folder on the server; Responded to team's email.
January 1, 2024	Abi Elanganesan	1.00	Performed a site visit.
January 2, 2024	Jake Wiebe	0.30	Planning call with team; Email to counsel.
January 2, 2024	Roman Konovalov	0.50	Follow up with J. Wiebe regarding the file, follow up with the real estate agents regarding the proposals, and HVAC company regarding the potential work to be completed.
January 2, 2024	Rosa Wilford	0.30	Review payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
January 4, 2024	Jake Wiebe	2.20	Review correspondence from Condo Corp; Review realtor proposals.
January 4, 2024	Roman Konovalov	0.60	Communications with the real estate agents re proposals
January 5, 2024	Jake Wiebe	0.40	Discussion with counsel.
January 5, 2024	Valerie Naccarato	0.20	Scanned cheque requisition form to server and filed original.
January 8, 2024	Roman Konovalov	1.00	Calls with the Insurance brokers, reviewed proposal from the HVAC company, communications with Real Estate Brokers
January 9, 2024	Jake Wiebe	1.30	Call with counsel for BC property claimant; Call with counsel.
January 9, 2024	Roman Konovalov	0.20	Communications with the Condo Corp, discussion with the Insurance broker
January 9, 2024	Rosa Wilford	0.30	Review payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
January 10, 2024	Roman Konovalov	0.50	Reviewed Insurance policy proposal.
January 10, 2024	Valerie Naccarato	0.20	Scan cheque requisition forms to server and file originals.
January 11, 2024	Jake Wiebe	1.10	Call with counsel re: roof repair; Email to condo Corp re: payment of condo fees and information we are waiting on from condo counsel.
January 11, 2024	Roman Konovalov	0.10	Communications with a principal of the Company regarding the Trust Examination.

Date	Full Name	Time	Detail
January 12, 2024	Jake Wiebe	0.30	Email with counsel re: registration of court order on BC property.
January 12, 2024	Roman Konovalov	0.20	Communications regarding the Trust Examination, spoke to HVAC company.
January 15, 2024	Roman Konovalov	0.20	Spoke to Contractors regarding the roof estimate, discussed relevant matters of the file with J. Wiebe.
January 16, 2024	Jake Wiebe	1.80	Call with TD Bank; Call with counsel; Call with team re: building roof repairs.
January 16, 2024	Roman Konovalov	1.80	Met HVAC company on site to determine the potential cost of removing AC units from the roof to repair the roof, inspected the property, call with the roofing company.
January 17, 2024	Jake Wiebe	1.20	Review insurance quotes; Email to counsel for condo corp.
January 17, 2024	Roman Konovalov	0.40	Reviewed and summarized insurance proposals, communications from the Condo Corp, briefly reviewed engineers report.
January 18, 2024	Jake Wiebe	0.30	Call with counsel.
January 18, 2024	Roman Konovalov	1.70	Meeting with the Roofing company, meeting with the HVAC company on site, spoke to Insurance company to bind the policy.
January 19, 2024	Jake Wiebe	3.30	Sending info to new counsel; Call with new counsel to update them on developments; Email to condo Corp counsel; Email update to TD.
January 19, 2024	Roman Konovalov	1.80	Started to work on a Draft report.
January 19, 2024	Rosa Wilford	0.30	On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile December 2023 statement; Print Summary of Estate Balance Report; Match to reconciliations and initial report; Provide to authorized officer for review and signing.
January 22, 2024	Roman Konovalov	2.70	Finished Draft Report, calls with HVAC company, attended property with HVAC company.
January 23, 2024	Jake Wiebe	2.80	Review Vancouver property pleadings; Prepare summary of receivership for TD.
January 23, 2024	Roman Konovalov	0.20	Follow up communications regarding the assets of the company and Trust Exam.
January 24, 2024	Roman Konovalov	1.00	Reviewed all proposals received from the Real Estate Brokers, summarized final suggestion.

Date	Full Name	Time	Detail
January 24, 2024	Rosa Wilford	0.60	Complete HST Returns for the period from November 1-30, 2023, and December 1-31, 2023, for RT2; Review and print Estate General Ledger Report and net-file; Update excel schedule; Scan and save on server with supporting documentation.
January 25, 2024	Jake Wiebe	2.10	Call with counsel; Email to condo Corp counsel; Review real estate sale proposals; Email to TD and counsel.
January 25, 2024	Roman Konovalov	0.20	Communications with creditors.
January 25, 2024	Rosa Wilford	0.10	Review mail/courier; Scan and save to server; Notify team for review with support and directions on invoices re Enbridge; Emails.
January 26, 2024	Jake Wiebe	2.80	Prepare for and attend call with condo Corp and counsel; Document call; Call with Team re: Jakman Engineering and status of building.
January 26, 2024	Roman Konovalov	2.10	Reviewed utilities billing, Inspected the Devon Property, performed relevant inspection tasks, spoke to appraisers, spoke to J. Wiebe regarding the file, communications regarding ESA I and building condition, call from external counsel.
January 26, 2024	Rosa Wilford	0.50	On-line banking and monitor account for expecting incoming wire; Notify team and to provide directions on funds received; Prepare receipt and EFT requisition forms; Post deposit and bank charge entries, print slip and stamp date for signing; Emails.
January 29, 2024	Roman Konovalov	0.40	Spoke to appraisers regarding Devon property, insurance payment, inquiries from creditors.
January 29, 2024	Rosa Wilford	0.60	Review mail/courier; Scan and save to server; Notify team for review with support and directions on invoices re Utilities; Emails. Review payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
January 29, 2024	Rosa Wilford	0.10	Review mail/courier; Scan and save to server; Notify team for review with support and directions on invoices re Utilities; Emails. Review payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.

Date	Full Name	Time	Detail
January 30, 2024	Roman Konovalov	2.70	Communications with ESA, Brampton Fire, Jackman, review ESA 1 Proposal, Insurance payment, Property inspection.
January 30, 2024	Rosa Wilford	1.20	Review various payment requests and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition forms; Post entries; Issue cheques; Meet with signing officers; Review mail/courier; Scan and save to server; Notify team for review with support and directions; Emails.
January 31, 2024	Roman Konovalov	1.00	Attended the Devon Property to take additional pictures for insurance.
January 31, 2024	Valerie Naccarato	0.20	Scan cheque requisition forms to server and file originals.
February 1, 2024	Roman Konovalov	1.00	Reviewed documents available for CRA Audit.
February 1, 2024	Rosa Wilford	0.40	Complete HST Returns: Review and print Estate General Ledger Report; Prepare and net-file monthly HST returns for the period from January 1-31, 2024; Update excel schedule; Scan and save on server with supporting documentation.
February 1, 2024	Valerie Naccarato	0.20	Scan deposit and cheque requisition forms to server and file originals.
February 2, 2024	Roman Konovalov	0.20	Communications with relevant parties regarding the Devon Property
February 5, 2024	Roman Konovalov	0.80	Call with Brampton Fire, Call with ESA, conference call with the principal of the company regarding the tools of the third party.
February 6, 2024	Roman Konovalov	1.00	Inspection, Spoke with Appraiser, communicated with Pinchin RE ESA 1, spoke to Electrical Safety Authority.
February 7, 2024	Jake Wiebe	0.40	Review Phase 1 ESA contract.
February 7, 2024	Roman Konovalov	1.30	Met with the appraiser on site, responded to inquiries from the appraiser, email communications with bailiff re property tax, completed Pinchin agreement.
February 7, 2024	Rosa Wilford	0.30	Review payment request and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
February 8, 2024	Jake Wiebe	2.80	Review materials re: A&H action against CRA and BBB; Call with counsel and BC property litigant; Call with TD counsel;

Date	Full Name	Time	Detail
February 8, 2024	Roman Konovalov	0.30	Call with the representative of the Company regarding the third-party tools, communications regarding the Electrical Safety Authority information release, ESA 1.
February 8, 2024	Rosa Wilford	0.20	Review mail; Scan and save to server; Notify team for review with support and directions on item #100009; Void payment; Emails.
February 9, 2024	Jake Wiebe	2.30	Reviewing and approve correspondence with Sana re: CRA litigation; Review cost order on BBB and CRA judgment.
February 9, 2024	Roman Konovalov	1.70	Inspection of the property, communications RE ESA 1, reviewed status Certificate, list of claims.
February 9, 2024	Rosa Wilford	0.40	Reconciliation of account for January 2024; On-line banking; Run and match to reports and sign; Post EFT Entries and prepare requisition; Provide to authorized officer for review and signing with supporting statement.
February 9, 2024	Valerie Naccarato	0.20	Scan cheque requisition forms to server and file originals.
February 12, 2024	Roman Konovalov	0.70	Inspected the Devon property.
February 14, 2024	Jake Wiebe	1.30	Call with team with instructions re: building maintenance and communications with ESA and Fire Marshall; Email to counsel for condo corp.
February 14, 2024	Roman Konovalov	0.20	Call with J. Wiebe regarding the file progress.
February 15, 2024	Jake Wiebe	1.80	Call with team re: appraisal or building and rolls Royce, ESA and Fire Marshall orders; Call with Sana re: refinancing and lift stay of proceedings.
February 15, 2024	Roman Konovalov	2.00	Meeting with the principal and a third-party contractor to go over content alleged to be owned by a third party, not companies in Receivership.
February 16, 2024	Jake Wiebe	0.40	Call with team re: condo Corp claim.
February 16, 2024	Roman Konovalov	1.00	Met principal on site with Insurance adjusters, discussed the same with J. Wiebe.
February 21, 2024	Roman Konovalov	2.00	Met with Pinchin at Devon Property, Inspection, Reviewed documentation provided by the Condo Corp, discussed the same with J. Wiebe; Issued property Reclamation claim, reviewed property list.

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Date	Full Name	Time	Detail
February 21, 2024	Rosa Wilford	0.30	Review payment request and authorized approvals from Trustee on file; Review account ledger; Prepare disbursement requisition form; Post entries; Issue cheque; Meet with signing officers; Emails.
February 21, 2024	Valerie Naccarato	0.20	Download Form 74 - Reclamation of Property and Notice by Trustee requiring filing of a Property claim.
February 22, 2024	Valerie Naccarato	0.20	Scan cheque requisition form to the server and file original.
February 23, 2024	Jake Wiebe	2.20	Call with counsel and TD counsel re: strategy for Toronto property; Drafting update to TD; Call with team re: plan for pricing roof unit removals.
February 23, 2024	Rosa Wilford	0.30	Review payment request and authorized approvals; Review account ledger; Prepare disbursement requisition forms with support for review and signing by authorized officers; Post invoice entries; Issue cheque; Emails.
February 26, 2024	Jake Wiebe	1.10	Disc with team re: appraisal of property and car; Prepare summary for TD.
February 27, 2024	Roman Konovalov	1.60	Reviewed Draft Appraisal, communicated with J. Wiebe regarding the same, communications with J. Wiebe regarding the sale of the Devon property, communications regarding the reclamation of property.
February 28, 2024	Roman Konovalov	1.30	Communications with Commercial Real Estate Appraisers in Vancouver.
February 28, 2024	Rosa Wilford	0.30	Review banking instructions from team: Review payment requests and account ledger; Notify authorized officer for review and approvals; Prepare disbursement requisition form with support; Post entries; Issue cheque; Meet with signing officers; Emails.
February 29, 2024	Jake Wiebe	0.50	Prepare summary for TD.

Time Charges and Expenses

J. Wiebe, Sr. Vice President	32.70	hours @	$	790.00	per hour	$	25,833.00
	3.20	hours @	$	650.00	per hour	$	2,080.00
R. Konovalov, Manager	34.40	hours @	$	400.00	per hour	$	13,760.00
R. Wilford, Manager	6.20	hours @	$	400.00	per hour	$	2,480.00
A. Shahini, Sr. Associate	0.70	hours @	$	255.00	per hour	$	178.50
A. Elanganesan, Associate	1.00	hours @	$	230.00	per hour	$	230.00
V. Naccarato, Analyst	1.40	hours @	$	160.00	per hour	$	224.00
	79.60					$	44,785.50
Adminstrative & Technology Fee (5%)						$	2,239.28
						$	47,024.78
Disbursements							
Postage						$	54.21
Travel						$	138.73
						$	192.94
Total Time and Disbursements						$	47,217.72
HST						$	6,138.30
Total Invoice Due						**$**	**53,356.02**

Exhibit "**B**" to the Affidavit of Jacob Wiebe, sworn before me this 13th day of March, 2024

Commissioner for Taking Affidavits, etc.

Jonathan David Krieger,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires February 11, 2026

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Billing Summary
for the period from October 18, 2023 to February 29, 2024

Period	Fees	Disbursements	Subtotal	HST	Total
Invoice to December 31, 2023	$ 20,272.35	$ 178.36	$ 20,450.71	$ 2,658.60	$ 23,109.31
Invoice to February 29, 2024	$ 47,024.78	$ 192.94	$ 47,217.72	$ 6,138.30	$ 53,356.02
	$ 67,297.13	**$ 371.30**	**$ 67,668.43**	**$ 8,796.90**	**$ 76,465.33**

Court File No. CV-23-00003417-0000

THE TORONTO-DOMINION BANK -and- **FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

GRANT THORNTON LIMITED
200 King Street West
11th Floor
Toronto, ON, M5H 3T4

Tel. 416-366-0100
Fax. 416-360-4948
Email Jake.Wiebe@ca.gt.com

APPENDIX “10”

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

AFFIDAVIT OF RACHEL MOSES
(sworn March 14, 2024)

I, **RACHEL MOSES** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a partner with the law firm of Fogler, Rubinoff LLP.

2. Prior to January 3, 2024, I was a partner at Minden Gross LLP ("**Minden Gross**") who acted for Grant Thornton Limited, in its capacity as receiver and manager, without security, of all the assets, undertakings and properties of Florentine Financial Corporation and A&H Asset Auctions Inc. (the "**Receiver**").

3. The Receiver was appointed pursuant to the Order made by the Honourable Mr. Justice Daley of the Ontario Superior Court of Justice on November 23, 2023.

4. The Receiver was formerly represented by Rachel Moses of Minden Gross LLP. Attached hereto as **Exhibit "A"** is a true copy of Minden Gross' account dated

February 5, 2024 with respect to the fees and disbursements incurred by Minden Gross in relation to these receivership estates for the period of November 23, 2023 to December 19, 2023.

5. The account also includes a chart which sets out the hourly billing rates of Minden Gross for the period of November 23, 2023 to December 19, 2023, in respect of the invoice rendered by Minden Gross to the Receiver.

6. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of its former counsel, Minden Gross.

SWORN by Rachel Moses of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 14, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely	))))))))))	
Commissioner for Taking Affidavits (or as may be)		**RACHEL MOSES**

This is **Exhibit "A"** referred to

in the Affidavit of Rachel Moses

Sworn this 14th

day of March, 2024.

Caroline

A Commissioner for Taking Affidavits

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
WWW.MINDENGROSS.COM

IN ACCOUNT WITH

DATE	5-Feb-2024
INVOICE NUMBER	3031170
GST/HST REG. #	11943 7556 RT
FILE NUMBER	4134977

PERSONAL AND CONFIDENTIAL

Grant Thornton Limited
200 King Street West
11th Floor
Toronto, ON M5H 3T4

RE: Florentine Financial Corporation

For professional services:

		Currency: CAD
Our Fees		6,710.00
GST/HST:		872.30
Total Fees and GST/HST:		7,582.30
Disbursements	131.75	
GST/HST on taxable disbursements:	4.66	
Total disbursements and GST/HST:	136.41	136.41
Total Amount Due		**$7,718.71**

Minden Gross LLP

Invoice Date:	5-Feb-2024
Invoice Number:	3031170
Matter Number:	4134977

Time Detail

Date	Name	Description	Hours	Amount
11/23/2023	Moses, Rachel	Telephone call with J. Wiebe re Receivership and to review Application Record	0.30	195.00
11/27/2023	Moses, Rachel	Exchange correspondence with J. Wiebe re refinancing by debtor	0.20	130.00
11/28/2023	Moses, Rachel	Exchange correspondence with T. Hogan re December 18 motion against Conro Corp. and correspondence with J. Cowman re motion materials	0.30	195.00
11/29/2023	Moses, Rachel	Exchange correspondence with A. Lim re Debtor's motion materials	0.10	65.00
11/29/2023	Moses, Rachel	Receipt of correspondence from T. Hogan re premises and possession	0.10	65.00
11/30/2023	Moses, Rachel	Exchange correspondence with T. Hogan and J. Wiebe re Receivership Order and possession of premises	0.20	130.00
11/30/2023	Moses, Rachel	Correspondence to Conro Corp. re possession	0.10	65.00
12/04/2023	Moses, Rachel	Exchange correspondence with J. Wiebe re lawsuit against Condo Corp. and correspondence from T. Hogan re Receivership Order	0.20	130.00
12/05/2023	Moses, Rachel	Exchange correspondence with T. Hogan re Condo Corp litigation	0.10	65.00
12/06/2023	Moses, Rachel	Correspondence with J. Cowmann and J. Wiebe re motion against Condo Corp	0.10	65.00
12/07/2023	Moses, Rachel	Review motion materials and telephone call with J. Wiebe re Debtor's motion	0.60	390.00
12/08/2023	Moses, Rachel	Draft e-mail to opposing counsel re December 18 motion and exchange correspondence with J. Wiebe re same	0.30	195.00
12/10/2023	Moses, Rachel	Exchange various correspondence with T. Hogan, P. Mand and J. Wiebe re financing	0.50	325.00
12/11/2023	Moses, Rachel	Exchange correspondence with J. Wiebe re refinancing and Condo Corp. motion	0.40	260.00
12/11/2023	Moses, Rachel	Exchange correspondence with J. Cowan et al re Condo Corp. motion	0.30	195.00
12/12/2023	Moses, Rachel	Telephone call and exchange correspondence with P. Mand and T. Hogan re refinancing	0.40	260.00
12/12/2023	Moses, Rachel	Exchange correspondence with J. Wiebe and J. Cowman re motion	0.10	65.00
12/12/2023	Moses, Rachel	Teams call with T. Hogan and J. Wiebe re refinancing	0.10	65.00
12/13/2023	Moses, Rachel	Call with J. Cowan et al re motion to fix roof	1.00	650.00

MINDEN GROSS LLP

Invoice Date:	5-Feb-2024
Invoice Number:	3031170
Matter Number:	4134977

Date	Name	Description	Hours	Amount
12/13/2023	Moses, Rachel	Telephone call with J. Wiebe re roof repair and Debtor's motion	0.40	260.00
12/13/2023	Moses, Rachel	Engaged registering Receivership Order on title	0.30	195.00
12/13/2023	Moses, Rachel	Exchange correspondence with T. Hogan and call with T. Hogan and J. Wiebe re motion by Florentine	0.50	325.00
12/13/2023	Moses, Rachel	Correspondence to J. Cowan re Debtor's motion	0.10	65.00
12/13/2023	Leitgeb, Pauline	E-Mail from R. Moses and receipt of instructions;	0.10	30.50
12/13/2023	Leitgeb, Pauline	Reviewed receivership order;	0.10	30.50
12/13/2023	Leitgeb, Pauline	Reviewed file;	0.10	30.50
12/13/2023	Leitgeb, Pauline	E-Mail to R. Moses;	0.10	30.50
12/13/2023	Leitgeb, Pauline	Prepared draft acknowledgement and direction;	0.40	122.00
12/13/2023	Leitgeb, Pauline	Prepared draft application to register court order;	0.60	183.00
12/13/2023	Leitgeb, Pauline	E-Mail to R. Moses, re: draft acknowledgement and direction and application to register court order;	0.10	30.50
12/13/2023	Leitgeb, Pauline	E-Mails from/to R. Moses;	0.20	61.00
12/13/2023	Leitgeb, Pauline	Uploaded signed/issued order to Teraview and finalized documents;	0.20	61.00
12/13/2023	Leitgeb, Pauline	E-Mail to R. Moses, re: draft documents for registration;	0.20	61.00
12/14/2023	Moses, Rachel	Exchange correspondence with J. Cowan and J. Miller re adjournment request	0.20	130.00
12/14/2023	Moses, Rachel	Review registered instrument re Appointment Order	0.10	65.00
12/14/2023	Cantor, Ian J.	attend to title registration	0.30	205.50
12/14/2023	Leitgeb, Pauline	Reviewed signed acknowledgement and direction from J. Wiebe;	0.10	30.50
12/14/2023	Leitgeb, Pauline	Prepared application to register court order for registration;	0.10	30.50
12/14/2023	Leitgeb, Pauline	Pulled and reviewed parcel register;	0.10	30.50
12/14/2023	Leitgeb, Pauline	E-Mail to R. Moses reporting on registration of application to register court order and updated property search results;	0.20	61.00
12/14/2023	Leitgeb, Pauline	E-Mail to J. Wiebe reporting on registration of application to register court order on title to 80 Devon Road, Unit 3, Brampton, and property search results;	0.30	91.50
12/15/2023	Moses, Rachel	Exchange correspondence with A. Lin et al and the Court re motion against Condo Corp.	0.30	195.00
12/15/2023	Moses, Rachel	Brief articling student on attending Court for consent adjournment	0.40	260.00

MINDEN GROSS LLP

Invoice Date:	5-Feb-2024
Invoice Number:	3031170
Matter Number:	4134977

Date	Name	Description	Hours	Amount
12/15/2023	Moses, Rachel	Exchange correspondence with J. Wiebe re adjournment	0.10	65.00
12/15/2023	Benipal, Birpal	Receive instructions to attend motion from R. Moses; review factum and notice of motion, emails regarding consent to adjourn; prepare to appear before court for the motion.	1.10	291.50
12/18/2023	Cavarzan, Christine	Invite B. Benipal to CaseLines;	0.20	61.00
12/18/2023	Benipal, Birpal	Attend court to adjourn the motion.	0.50	132.50
12/19/2023	Moses, Rachel	Exchange correspondence with T. Hogan re adjournment of debtor's motion;	0.10	65.00
Total			**12.90**	**$6,710.00**

Timekeeper Summary

Name	Timekeeper Title	Hours	Rate	Amount
Benipal, Birpal	Articling Student	1.60	265.00	424.00
Cantor, Ian J.	Partner	0.30	685.00	205.50
Cavarzan, Christine	Clerk	0.20	305.00	61.00
Leitgeb, Pauline	Clerk	2.90	305.00	884.50
Moses, Rachel	Partner	7.90	650.00	5,135.00
Total		**12.90**		**$6,710.00**

Cost Summary

Description	Amount
Agent Service/Filing/Reg Fees - Non Taxable	12.80
Register Document General - Non Taxable	83.11
Subsearch Disbursements	26.75
Telephone Long Distance Charges	9.09
Total	**$131.75**

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
WWW.MINDENGROSS.COM

IN ACCOUNT WITH

Grant Thornton Limited
200 King Street West
11th Floor
Toronto, ON M5H 3T4

DATE	5-Feb-2024
INVOICE NUMBER	3031170
GST/HST REG. #	11943 7556 RT
FILE NUMBER	4134977

REMITTANCE COPY

Florentine Financial Corporation

Invoice Date	Invoice Number	Balance Due
Current Invoice		
02/05/2024	3031170	$7,718.71
Balance Due		$7,718.71

REMITTANCE ADVICE

Canadian Dollar Wire Payments:		Canadian Dollar EFT Payments:		Cheque Payments:
Royal Bank of Canada 200 Bay Street Toronto, Ontario, M5J 2J2		Royal Bank of Canada 200 Bay Street Toronto, Ontario, M5J 2J2		Minden Gross LLP Barristers & Solicitors ACCOUNTS RECEIVABLE 145 King Street West, Suite 2200 Toronto, ON, Canada, M5H 4G2 ***Please return remittance advice(s) with cheque***
Bank No:	003	Bank No:	003	
Transit No:	06012	Transit No:	06012	
Account No:	060121022276	Account No:	1022276	
SWIFT Code:	ROYCCAT2	Beneficiary:	Minden Gross LLP	
Beneficiary:	Minden Gross LLP			

Please email Wire/EFT payment details to payments@mindengross.com referencing invoice number(s) being paid

Interac E-transfer Payments: Using Online Banking App or Website
Payee Name: Minden Gross LLP
Email: payments@mindengross.com
Please include the invoice number(s) in the e-transfer notes

For inquiries or copy of invoices, please contact: Payments (416) 362-3711 / E-mail: payments@mindengross.com

B E T W E E N:

THE TORONTO-DOMINION BANK Applicant	-and-	**FLORENTINE FINANCIAL CORPORATION et al.** Respondents

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

AFFIDAVIT OF RACHEL MOSES
SWORN MARCH 14, 2024

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Rachel Moses (LSO# 42081V)
rmoses@foglers.com
Tel: 416-864-7627

APPENDIX “11”

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

AFFIDAVIT OF CRISTIAN DELFINO
(sworn March 14, 2024)

I, **CRISTIAN DELFINO**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am an associate at Aird & Berlis LLP ("**A&B**") and, as such, I have knowledge of the matters to which I hereinafter depose. A&B has acted as counsel for Grant Thornton Limited ("**GTL**"), in its capacity as Court-appointed receiver and manager (the "**Receiver**") without security, of the assets, undertakings and properties including the real properties of Florentine Financial Corporation and A&H Asset Auctions Inc., and continues to do so.

2. A&B has prepared an account dated February 28, 2024, which captures the fees rendered for the period from January 18, 2024 to February 23, 2024 in the amount of $27,008.75, inclusive of HST and disbursements in connection with its fees and disbursements ("**Statement of Account**").

3. Attached hereto and marked as **Exhibit "A"** to this affidavit is a copy of the aforementioned Statement of Account.

4. Attached hereto and marked as **Exhibit "B"** to this affidavit is a summary with a breakdown of timekeepers who have worked on this file for the periods referenced above. The average hourly rate is $581.07.

5. This affidavit is made in support of a motion to, *inter alia*, approve the attached Statement of Account of A&B and the fees and disbursements detailed therein, and for no improper purpose.

SWORN remotely by Cristian Delfino, before me at the City of Toronto, in the Province of Ontario, this 14th day of March, 2024, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Calvin Peter Horsten, a
Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires June 14, 2025.

CRISTIAN DELFINO

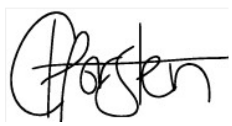
Attached is Exhibit “A”

Referred to in the

AFFIDAVIT OF **CRISTIAN DELFINO**

Sworn before me

This 14th day of March, 2024



Commissioner for taking Affidavits, etc

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

Grant Thornton Limited
11th Floor, 200 King Street West
Box 11
Toronto, ON
M5H 3T4 Canada

February 28, 2024

Attention: Mr. Jake Wiebe

Invoice No: 1374332

Re: Receivership of Florentine Financial Corporate et al

Client No: 025227
Matter No: 316015

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending February 28, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	18/01/24	775.00	0.40	310.00	Email exchange with J. Wiebe regarding new appointment and next steps.
CD	19/01/24	395.00	1.90	750.50	Order parcel registry information and revise pleadings prior to client call
CD	19/01/24	395.00	0.80	316.00	Attend initial client call
CEC	19/01/24	375.00	0.20	75.00	Receipt of email from C. Delfino, request and review of parcel register for 3-80 Devon Road in Brampton and draft of summary email of title to C. Delfino;
KBP	19/01/24	775.00	2.40	1,860.00	Review and consider various emails from client regarding administrative matters and strategy; attend strategy call to discuss next steps.
KNA	19/01/24	625.00	0.60	375.00	Review title search and land title issues with respect to appointment order.
SP	19/01/24	525.00	1.10	577.50	Review of materials filed to date in receivership; Drafting summary of pleadings
SS	19/01/24	595.00	0.20	119.00	Emails with S. Parsons and K. Plunkett
KBP	22/01/24	775.00	1.00	775.00	Review and consider pleadings; email to T. Hogan; email exchange with client regarding strategy.
SP	22/01/24	525.00	0.60	315.00	Status and strategy update with C. Delfino; Preparing draft letter regarding BC litigation
CD	23/01/24	395.00	3.70	1,461.50	Prepare summary of pleadings for K. Plunkett's review and comment

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
SP	23/01/24	525.00	0.20	105.00	Further updating draft letter regarding BC litigation
KBP	24/01/24	775.00	1.00	775.00	Review and consider condo documents and pleadings.
SP	24/01/24	525.00	0.80	420.00	Review of pleadings of Ontario litigation; Updating letter to opposing counsel; Review of correspondence of Receiver and opposing counsel
KBP	25/01/24	775.00	1.00	775.00	Attend call with T. Hogan regarding TD claims and other stakeholder matters; email exchanges with client regarding Condo Corp claim; review and provide comments on draft letter to Paliard Roland LLP.
SP	25/01/24	525.00	0.10	52.50	Finalization and release of letter to opposing counsel
KBP	26/01/24	775.00	2.00	1,550.00	Attend call with Condo Corp and counsel to discuss outstanding deficiencies on roof; email exchanges with client regarding same.
SP	26/01/24	525.00	1.30	682.50	Attendance at call with condo corporation regarding steps to repairing roof; Preparation for same, including reviewing work orders
SP	29/01/24	525.00	0.10	52.50	Correspondence regarding call with opposing counsel; Circulating dial in
KBP	07/02/24	775.00	0.50	387.50	Review and respond to emails from J. Wiebe regarding updates on sale efforts and claims.
SP	07/02/24	525.00	0.60	315.00	Review of file and prior Court materials; Correspondence with Brampton Court regarding scheduling; Correspondence with affected parties regarding scheduling
CD	08/02/24	395.00	0.40	158.00	Attend client meeting re ongoing litigation with K. Plunkett and S. Parsons and client
CD	08/02/24	395.00	0.20	79.00	Update call with S. Parsons
KBP	08/02/24	775.00	1.70	1,317.50	Attend call with Palliard Roland to discuss SISP and Vancouver property; review and respond to emails from client regarding Appeal Notice on BBB claim.
SP	08/02/24	525.00	2.30	1,207.50	Review of A&H Appeal Proceeding and related documents; Attendance on file strategy with K. Plunkett regarding same; Preparation and attendance at call with opposing counsel regarding property litigation; Drafting letter to principle of A&H regarding the appeal and breach of the Appointment Order; Related review and correspondence

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	09/02/24	775.00	0.40	310.00	Email exchange with S. Parsons regarding draft letter to borrower.
SP	09/02/24	525.00	0.70	367.50	Finalization of letter to prior principals and related correspondence; Review of cost award and related correspondence; Letter to principal of A&H asset auctions
KBP	12/02/24	775.00	1.40	1,085.00	Review and consider emails from DOJ and BBB regarding appeal; email exchanges client regarding same; review and provide comments on draft correspondence.
SP	12/02/24	525.00	0.60	315.00	Review of correspondence from S. Inkol regarding A&H appeal; Drafting response to same; Circulation of same to client; Correspondence to S. Inkol
CD	13/02/24	395.00	3.10	1,224.50	Revise caselaw regarding legal fees and compliance issues in condos; Draft email findings re same
KBP	13/02/24	775.00	0.70	542.50	Review and consider emails from BOD condo counsel; attend call with client.
CD	14/02/24	395.00	0.40	158.00	Finalize email re findings on legal costs and condominium lien for K. Plunkett's review and comment
SP	15/02/24	525.00	0.10	52.50	Consideration of go-forward scheduling with Brampton court
SP	16/02/24	525.00	0.10	52.50	Follow up correspondence regarding sale process
KBP	20/02/24	775.00	0.50	387.50	Review and consider emails from client regarding Condo Corp. Board documents and position.
CD	21/02/24	395.00	2.60	1,027.00	Review correspondence on special assessment
SP	21/02/24	525.00	1.50	787.50	Review of correspondence from prior principal; Call with K. Plunkett regarding strategy; Call with C. Delfino regarding Ontario property, lien claim and special assessment
TAC	21/02/24	795.00	0.40	318.00	E-mails with K Plunkett and J Scarpelli regarding condo declaration
KBP	22/02/24	775.00	0.40	310.00	Review and provide comments on draft letter to S. Hussein.
SP	22/02/24	525.00	0.50	262.50	Review of documents from condo corp regarding alleged special assessment; Attendance on file strategy with C. Delfino

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	23/02/24	775.00	2.00	1,550.00	Attend update call with TD team to discuss Condo Corp response and next steps; review and respond to emails regarding draft letter to Debtor rep.
SP	23/02/24	525.00	0.50	262.50	Updating and finalization of letter to S. Hussain; Related correspondence; Status update and file strategy discussion with K. Plunkett
TOTAL:			41.00	$23,824.00	

Name	Year of Call	Title	Hours	Rate	Value
Arciaga, Kristian N. (KNA)	2016	Partner	0.60	$625.00	$375.00
Casasola, Carlos E. (CEC)		Law Clerk	0.20	$375.00	$75.00
Crowley, Trevor A.W. (TAC)	2007	Partner	0.40	$795.00	$318.00
Delfino, Cristian (CD)	2023	Associate	13.10	$395.00	$5,174.50
Parsons, Shaun (SP)	2021	Associate	11.10	$525.00	$5,827.50
Plunkett, Kyle B. (KBP)	2011	Partner	15.40	$775.00	$11,935.00
Shirazi-Kia, Shiva (SS)	2017	Associate	0.20	$595.00	$119.00

OUR FEE		$23,824.00
HST @ 13%		3,097.12

DISBURSEMENTS

Non-Taxable Disbursements

Teraview Search	39.55	
Total Non-Taxable Disbursements		$39.55

Taxable Disbursements

Teraview Search	42.55	
Total Taxable Disbursements		$42.55
HST @ 13%		5.53

AMOUNT DUE	**$27,008.75 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP

Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:			Payment by Cheque:
Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP	Payable To:
TD Canada Trust	Bank No.:	004	Aird & Berlis LLP
TD Centre	Transit No.:	10202	Brookfield Place, Suite 1800
55 King Street West	Account:	5221521	181 Bay Street
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR	Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

Grant Thornton Limited
11th Floor, 200 King Street West
Box 11
Toronto, ON
M5H 3T4 Canada

February 28, 2024

Attention: Mr. Jake Wiebe

Invoice No: 1374332

Re: Receivership of Florentine Financial Corporate et al

Client No: 025227
Matter No: 316015

REMITTANCE SLIP

Total Fees	$23,824.00
Total Non-Taxable Disbursements	39.55
Total Taxable Disbursements	42.55
Total Taxes	3,102.65
AMOUNT DUE	**$27,008.75 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF **CRISTIAN DELFINO**

Sworn before me

This 14th day of March, 2024

Commissioner for taking Affidavits, etc

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

SUMMARY OF TIME INCURRED

LAWYER	CALL TO BAR	HOURS	RATE	VALUE
Kyle B. Plunkett	2011	15.40	$775.00	$11,935.00
Kristian N. Arciaga	2016	0.60	$625.00	$375.00
Trevor Crowley	2007	0.40	$795.00	$318.00
Cristian Delfino	2023	13.10	$395.00	$5,174.50
Shaun Parsons	2021	11.10	$525.00	$5,827.50
Shiva Shirazi-Kia	2017	0.20	$595.00	$119.00

CLERK				
Carlos E. Casasola		0.20	$375.00	$75.00

THE TORONTO-DOMINION BANK Applicant	- and -	**FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.** Respondents

CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

AFFIDAVIT OF FEES

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle Plunkett (LSO#: 61044N)
Tel: 416.865.3406
Email: kplunkett@airdberlis.com

Shaun Parsons (LSO#: 81240A)
Tel: 416.637.7982
Email: sparsons@airdberlis.com

Cristian Delfino (LSO#: 87202N)
Tel: 416.865.7748
Email: cdelfino@airdberlis.com

Lawyers for the Receiver

TAB 3

Court File No. CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	TUESDAY, THE 2ND
	)	
	)	
JUSTICE	)	DAY OF APRIL, 2024

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

- and -

FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.

Respondents

ORDER
(Listing Agreement and Ancillary Relief)

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of the assets, undertakings and properties (the "**Property**"), including the real properties listed on Schedule "A" hereto (together, the "**Real Properties**"), of Florentine Financial Corporation ("**Florentine**") and A&H Asset Auctions Inc. ("**A&H**" and together with Florentine, the "**Debtors**"), for an Order approving, among other things: (i) the First Report of the Receiver dated March 14, 2024 (the "**First Report**") and the activities described therein; and (ii) the proposed form of Listing Agreement as between the Receiver and Cushman and Wakefield Brokerage ("**Cushman**") substantially in the form attached as a schedule to the First Report (the "**Devon Listing Agreement**"), was heard this day via video-conference.

ON READING the Motion Record of the Receiver, including the First Report, the fee affidavit of Jacob Wiebe sworn March 13, 2024 (the "**GTL Fee Affidavit**"), the fee affidavit of Rachel Moses sworn March 14, 2024 (the "**Minden Gross Fee Affidavit**"), the fee affidavit of

Cristian Delfino sworn March 14, 2024 (the "**A&B Fee Affidavit**") and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one appearing for any other person on the Service List, as appears from the affidavit of service of Cristian Delfino sworn March 15, 2024:

SERVICE

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

LISTING AGREEMENTS

2. **THIS COURT ORDERS** that the Devon Listing Agreement is hereby approved and the execution of the Devon Listing Agreement by the Receiver is hereby approved, authorized and ratified, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Devon Listing Agreement and actions contemplated therein. Subject to the provisions of this Order, the Receiver is authorized and directed to take any and all actions as may be necessary or desirable to implement the Devon Listing Agreement.

3. **THIS COURT ORDERS** that Cushman is approved and authorized to act as the real estate broker to market the Devon Property (as defined Schedule A hereto) in accordance with the Devon Listing Agreement.

4. **THIS COURT ORDERS** the Receiver may, without further order of the Court, enter into a listing agreement for the sale of the Dunbar Property (the "**Dunbar Listing Agreement**") with a broker or realter approved by the Receiver (the "**Dunbar Broker**") and take such additional steps and execute such additional documents as may be necessary or desirable to implement the Dunbar Listing Agreement.

5. **THIS COURT ORDERS** that the Receiver, Cushman, the Dunbar Broker and their respective affiliates, partners, employees and agents shall have no liability with respect to any

and all losses, claims, damages or liabilities, of any nature and kind, to any person in connection with or as a result of the Devon Listing Agreement and the Dunbar Listing Agreement (together, the "**Listing Agreements**"), except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Listing Agreements (as determined by this Court).

FIRST REPORT OF THE RECEIVER

6. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver and its legal counsel described therein be and hereby are approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

RECEIVER'S BORROWINGS

7. The Receiver's borrowing limit in paragraph 21 of the Order of Justice Daley dated November 23, 2023 be and is hereby increased from the maximum principal amount of $100,000 to the maximum principal amount of $200,000 (or such greater amount as this Court may by further Order authorize). For greater certainty, the whole of the Property shall continue to be charged by 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, deemed 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 set out in sections 4.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (each as defined therein).

APPROVAL OF FEES AND DISBURSEMENTS

8. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, being fees and disbursements totalling $76,465.33 (inclusive of HST) for the period of October 18, 2023 to February 29, 2024 as set out in Appendix 9 to the First Report, are hereby approved.

9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Aird & Berlis LLP, being fees and disbursements totalling $27,008.75 (inclusive of

HST) for the period of January 18, 2024 to February 23, 2024 as set out in Appendix 11 to the First Report, are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's prior legal counsel, Minden Gross LLP, being fees and disbursements totalling $7,718.71 (inclusive of HST) for the period up to December 19, 2023 as set out in Appendix 10 to the First Report, are hereby approved.

GENERAL

11. **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.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body ("**Judicial Bodies**") to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All Judicial 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 respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

SCHEDULE "A"
"REAL PROPERTIES"

1. **"Devon Property"** means the real property municipally known as:

   80 Devon Road, Suite 3
   Brampton, ON
   PIN: 19346-0003 (LT)

2. **"Dunbar Property"** means the real property municipally known as:

   5649 Dunbar Street
   Vancouver, British Columbia,
   Parcel Identifier: 010-975-080

THE TORONTO-DOMINION BANK Applicant	- and -	**FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.** Respondents

CV-23-00003417-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

ORDER
(Listing Agreement and Ancillary Relief)

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Lawyers for the Receiver

Court File No. CV-23-00003417-0000

THE TORONTO-DOMINION BANK **and** **FLORENTINE FINANCIAL CORPORATION and A&H ASSET AUCTIONS INC.**

Applicant Respondents

***ONTARIO* SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Brampton

MOTION RECORD OF THE RECEIVER

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