

Court File No. CV-24-00723457-00CL
Estate File No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

B E T W E E N :

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

MOTION RECORD
(RETURNABLE 25 JULY 2025)

Laishley Reed LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed - LS#: 28619S
creed@laishleyreed.com
Tel: 416.981.9337
Fax: 416.981.0060

Lawyers for the Receiver.
Pollard & Associates Inc.

TO: SERVICE LIST

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CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED PARTNERSHIP,
11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

NOTICE OF MOTION
(Distribution & Discharge Order)

Pollard & Associates Inc., in its capacity as receiver and manager (the “**Receiver**”), without security, of (i) the real property municipally known as 132 Brock Street North, Whitby, Ontario, and 146 – 152 Brock Street North, Whitby, Ontario (the “**Real Property**”); (ii) all rents, issues and profits, due now or in the future, by virtue of any lease or agreement in respect of the Real Property; and (iii) all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Real Property and owned by 11250396 Canada Inc. in its capacity as general partner of Cacoeli Whitby LP and 11275127 Canada Inc. (collectively, the “**Debtors**” or the “**Companies**”), including all of the proceeds therefrom (collectively with (i), (ii) and (iii), the “**Property**”), will make a motion before a Judge of the Ontario Superior Court of

Justice (Commercial List) on July 25, 2025, at 10:00 a.m. or as soon after that time as the motion can be heard, via Zoom.

PROPOSED METHOD OF HEARING: The motion is to be heard by video conference.

THE MOTION IS FOR:

1. An Order, substantially in the form attached as Tab 3 to the Motion Record, for the following relief:
 - (a) Approving the Receiver’s activities as outlined in the Receiver’s Second and Final Report, dated July 7, 2025 (the “**Second Report**”);
 - (b) Approving a distribution in the amount of \$3,133,830.59 to the Applicant, Cosman Mortgage Holding Corp. (“**Cosman Holding**”), in connection with a mortgage registered by Cosman Holding on title to the Real Property on March 22, 2021;
 - (c) Approving the fees of the Receiver in the amount of \$141,028.75, plus HST;
 - (d) Approving the fees of counsel for the Receiver, Laishley Reed LLP (“**LR**”), in the amount of \$27,438.80, plus HST;
 - (e) Approving the proposed accrual of fees of LR in the amount of \$5,000, plus HST;
 - (f) Approving the proposed accrual of fees of the Receiver in the amount of \$5,000.00, plus HST;
 - (g) Approving the Interim Statement of Receipts and Disbursements as at July 7, 2025;
 - (h) Approving the Proforma Final Statement of Receipts and Disbursements;
 - (i) Approving the discharge of the Receiver upon completion of the remaining administrative matters; and
 - (j) Such further relief as is just.

THE GROUNDS FOR THE MOTION ARE:

Background

2. The Debtors are the owners of the Real Property.
3. The Property is comprised of underdeveloped real property approximately .35 Hectares in size with seven buildings along with parking facilities.
4. On application of Cosman Holding, Pollard & Associates Inc. was appointed Receiver of the Property by the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the "**Court**") dated August 30, 2024 (the "**Appointment Order**").

Approval and Vesting Order for the Real Property

5. The Appointment Order authorized the Receiver to market and sell the Real Property.
6. Following a marketing and sales process, the Receiver entered into an Agreement of Purchase and Sale dated March 18, 2025 (the "**APS**") with The Corporation of the Town of Whitby, as purchaser (the "**Purchaser**") with respect to the Real Property.
7. On May 21, 2025, the Receiver brought a motion for, among other things, an order approving the sale transaction contemplated in the APS and vesting in the Purchaser the Debtors' right, title and interest in and to the Real Property.
8. On May 21, 2025, the Honourable Justice Steele issued an endorsement granting the Approval and Vesting Order in respect of the APS (the "**AVO**").
9. The APS was completed on June 5, 2025 with the Receiver completing the requisite Receiver's Certificate pursuant to the AVO.

Distribution, Approval of Fees and Discharge

10. The Receiver obtained a legal opinion on the validity and enforceability of the Cosman Holding mortgage, which indicated that Cosman Holding has valid and enforceable security, subject to the usual qualifications.

11. The Receiver has also obtained an opinion that the lien registered by Terra Bona Developments Inc. on title to the Property is expired and does not provide any valid and enforceable security.
12. The Receiver proposes to distribute \$3,133,830.59 to Cosman Holding as the first ranking mortgagee on title to the Property. The Receiver also proposes to distribute any further funds received by the Receiver to Cosman Holding in satisfaction of the principal indebtedness due and owing from the Debtors to Cosman Holding.
13. The Receiver has prepared an Interim Statement of Receipts and Disbursements, as of July 7, 2025 and a Proforma Final Statement of Receipts and Disbursements.
14. The Receiver and its legal counsel, LR, have prepared fee affidavits. The Receiver seeks approval of the fees and disbursements of the Receiver and its counsel and is of the view that these fees and disbursements are reasonable.
15. The principal purpose of the receivership was to market and sell the Real Property, which has now been completed. The Receiver has a number of administrative matters to complete prior to its discharge, including payment to Cosman Holding, the finalization of trust accounts and storage of administration records. The Receiver now seeks a discharge and, upon completion of these administrative matters, will file a certificate attached as Schedule A to the draft Order.
16. Rules 1.04, 2.01(1), 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
17. The *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
18. Such further relief as is just.

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

19. The Second Report, dated July 7, 2025, and its appendices;

20. The Fee Affidavits of the Receiver and of LR; and
21. such further evidence as this Honourable Court may permit.

July 9, 2025

Laishley Reed LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed LSUC#: 28619A
creed@laishleyreed.com
Tel: 416.981.9337

Lawyers for the Receiver,
Pollard & Associates Inc.

TO: **SERVICE LIST**

COSMAN MORTGAGE HOLDING CORP.
Applicant

and

CACOELI WHITBY aka CACOELI
LIMITED PARTNERSHIP et al.
Respondents

Court File No.: CV-24-00723457

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(DISTRIBUTION & DISCHARGE ORDER)**

Laishley Reed LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed LSUC#: 28619A
creed@laishleyreed.com
Tel: 416.981.9337
Fax: 416.981.0060

Lawyers for the Receiver,
Pollard & Associates Inc.

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Estate File No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondent

**SECOND AND FINAL REPORT OF THE COURT APPOINTED RECEIVER OF
CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED PARTNERSHIP,
11275127 CANADA INC. and 11250396 CANADA INC.
("Second and Final Report")**

July 7, 2025

INTRODUCTION

1. On August 21, 2024, Cosman Mortgage Holding Corp. ("**Cosman**") brought an application to appoint a receiver. The application was adjourned to August 30, 2024. Terra Bona Developments Ltd. ("**Terra Bona**"), a construction lien claimant, requested a short adjournment of 30 days in order for Terra Bona to have the opportunity to receive legal advice on the motion brought by Cosman. The Honourable Justice Steele's endorsement provided for a short adjournment to August 30, 2024 to allow Terra Bona to receive legal advice. A copy of the endorsement of the Honourable Justice Steele is attached to this report as **Schedule A**.

2. On August 30, 2024, pursuant to the resumed motion brought by Cosman, Pollard & Associates Inc. (the "**Receiver**") was appointed as receiver of all of the assets, undertakings and property, including, without limitation of the lands and premises registered in the name of 11250396 Canada Inc., ("**11250396**") in its capacity as general partner of Cacoeli Whitby LP ("**Whitby LP**") and 11275127 Canada Inc. ("**11275127**", which together with 11250396 and

Whitby LP are collectively referred to as the (“**Debtors**” or the “**Companies**”). The relevant Order of the Honourable Justice Penny dated August 30, 2024 (the “**Appointment Order**”) made pursuant to subsection 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**”) together with the endorsement of the Honourable Justice Penny are attached to this report as **Schedule B**.

3. The Appointment Order appointed the Receiver, without security, over all of the Companies’ assets, undertakings, and properties, including without limitation the lands and premises municipally known as 132 Brock Street North and 146 – 152 Brock Street North, Whitby, Ontario, (the “**Real Property**”).

4. On May 21, 2025, the Receiver brought a motion (the “**May 21 Motion**”) for the purpose of:

- (a) Obtaining approval of the sale transaction (the “**Sale Transaction**”) contemplated by an Agreement of Purchase and Sale dated March 18, 2025, (the “**APS**”) between the Receiver and The Corporation of the Town of Whitby, (the “**Town of Whitby**”) as purchaser (the “**Purchaser**”), and vesting in the Purchaser the Respondents’ right, title and interest in and to the Real Property.
- (b) Approving the Receiver’s conduct and activities as described in the First Report to Court dated May 5, 2025 (the “**First Report**”) and requesting a sealing order to keep confidential schedules “J”, “Q” and the unredacted APS to the First Report so that they would not be part of the public record until the APS closed.

5. On May 21, 2025, the Honourable Justice Steele issued her endorsement with respect to the Receiver’s motion. A copy of the endorsement of the Honourable Justice Steele is attached to this report as **Schedule C**. The Honourable Justice Steele, among other things, reviewed and approved the sales and marketing process conducted by the Receiver.

6. The Honourable Justice Steele, granted an order which, among other things approved the purchase and sale transaction contemplated in the APS, the execution of the APS by the Receiver and the vesting in the Purchaser the Respondents’ right, title and interest in the Real Property

(the “**Approval and Vesting Order**”). A copy of the Approval and Vesting Order and the Ancillary Order is attached to this report as **Schedule D**.

7. The purpose of this Second and Final Report is to update the Court on the Receiver’s actions and activities since the First Report, to advise the Court of the completion of the APS, to outline the proposed distribution of the net sale proceeds received by the Receiver from the completion of the APS, to seek approval of the fees, expenses and conduct of the Receiver and its counsel and to obtain the Receiver’s discharge. The Receiver seeks an order from the Court:

- (a) Approving the Receiver’s activities since the First Report as outlined in this Second and Final Report;
- (b) Approving the distribution to Cosman Mortgage Holding Corp. (“**Cosman**”), as the first ranking mortgage registered on title to the Real Property, as more particularly described in this Second and Final Report;
- (c) Approving the fees and expenses of the counsel for the Receiver in the amount of \$27,438.80 plus HST;
- (d) Approving the fees of the Receiver in the amount of \$141,028.75 plus HST;
- (e) Approving the proposed accrual of fees of the counsel for the Receiver in the amount of \$5,000 plus HST;
- (f) Approving the proposed accrual of fees of the Receiver in the amount of \$5,000 plus HST;
- (g) Approving the Interim Statement of Receipts and Disbursements as at July 7, 2025;
- (h) Approving the Proforma Statement of Receipts and Disbursements as at July 7, 2025; and
- (i) Approving the discharge of the Receiver upon completion of various remaining administrative matters.

TERMS OF REFERENCE

8. The information contained in this Second and Final Report is based on unaudited financial information as well as discussions with representatives of the Companies and its advisors. The Receiver has reviewed the information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with the Canadian Auditing Standards (“CAS”) pursuant to the *Chartered Professional Accountants Canada Handbook* (“CPA Canada Handbook”) and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the information.

9. Future oriented financial information referred to in this Second and Final Report was prepared based on discussions with representatives of the Companies. Readers are cautioned that since forecasts are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the forecasts, even if the assumptions materialize, and variations could be significant.

10. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

COMPANY OPERATIONS

11. The Companies acquired and assembled underdeveloped real property for the purpose of building mixed use residential projects. The Companies’ principal asset is the Real Property.

12. The Real Property is located on the west side of Brock Street North and the site is approximately .35 Hectares (0.87) in size with approximately 70 metres of frontage on Brock Street North. Access to the Real Property is facilitated through four ingress/egress access points, three on Brock Street North and one from Elm Street via an access easement with adjacent properties to the south.

13. The Real Property has seven buildings along with parking facilities. On 132 Brock, a building has a tenant, Jacked Up Coffee Roasting Corp (“**Jacked Up**”), and on 146 Brock, the

tenant is Larry Stevenson, operating an automotive detailing (“**Automotive Detailing**”) shop. The other buildings on the Real Property are not in use and have been secured.

LEASES

14. Jacked Up entered into a lease on or around December 6, 2023 for 132 Brock Street North (“**132 Brock**”). The lease indicates that it is for a five-year term and that the commencement date is from January 1, 2024 to December 31, 2025, which is a two-year term. The rent for year two of the lease is \$2,850 per month. Jacked Up also pays for the utilities including the water and sewage usage.

15. Larry Stevenson (“**Stevenson**”) entered into a lease for 146 Brock Street North (“**146 Brock**”) on or around March 1, 2024 for a one-year term with renewal options. The rent for year one of the lease is \$1,500 per month. Stevenson, in addition to the rent, pays for the utilities.

16. Jacked Up and Stevenson were advised of the sale of the Real Property to the Town of Whitby. Upon completion of the APS the Receiver advised Jacked Up and Stevenson that the Town of Whitby would be in contact with them and future rent payments should be made as directed by the Town of Whitby.

17. Prior to the completion of the APS Jacked Up had made to the Receiver the June rental payment. The APS did not require the Receiver to adjust the rent payments received prior to closing.

18. Stevenson did not forward to the Receiver the rent payment for June prior to the completion of the APS. The Receiver advised the Town of Whitby of the non-payment of June rent prior to completion of the APS.

COMPLETION OF THE APS

19. Upon receipt of the Approval and Vesting Order, the Receiver notified the Service List of the Approval and Vesting Order authorizing the Receiver to complete the APS.

20. As is common with sale transactions, various issues arose between the issuance of the Approval and Vesting Order and the closing of the APS that required active involvement of the Receiver and its counsel.

21. The APS was completed on June 5, 2025 and the Receiver executed the requisite Receiver's Certificate as contemplated in the Approval and Vesting Order and delivered the same to the Purchaser. A copy of the Receiver's Certificate is attached to this report as **Schedule E**.

PROPERTY ZONING

22. The Real Property is located within a Regional Centre and within a Strategic Growth Area which are intended to provide more intensive, mixed-use, and complete communities that serve as a focal point for residential intensification, providing essential commercial and recreational functions for the surrounding community.

23. A maximum 6-storey proposed development with a maximum gross floor area of 97,170 square feet is permitted under the existing zoning.

24. Prior to the Receivership, on or around April 2022, Official Plan Amendment (OPA-2022-W/03) and Zoning By-law Amendment (Z-11-22) applications were submitted to the Town of Whitby. The proposed development contemplated the redevelopment of the Real Property for a mixed-use building consisting of 11 storeys (45 meters in height), with 930 square metres of ground floor commercial/non-residential space fronting onto Brock Street North. The Official Plan Amendment seeks to increase the maximum permitted net residential density from 200 units per net hectare to 354 units per net hectare and increase the maximum permitted building height from 3 to 6 storeys to 11 storeys.

25. An appeal was filed with the Ontario Land Tribunal ("**OLT**") under case no. OLT-22-004776 due to failure to adopt the requested Official Plan Amendment and neglect to make a decision on the Zoning By-law Amendment application.

26. In June 2024, a case management conference was held in order to consolidate the appeal with the OLT. The consolidated appeal case file no(s) OLT-22-004776 and OLT-24-000115 were scheduled for a hearing commencing May 20, 2025.

27. On March 14, 2025 the hearing scheduled to commence on May 20, 2025 was adjourned sine die, and the file with the Tribunal remains open.

28. As outlined in paragraph 6.1(f) of the APS, the Receiver is to provide to the Purchaser with all consents or authorizations and/or Court orders necessary or desirable to enable the Receiver to assign, and the Town of Whitby to assume carriage of any rights and responsibilities, of the Respondents in the Ontario Land Tribunal (“OLT”) matters.

29. The Town of Whitby has confirmed that nothing further is required of the Receiver in reference to paragraph 6.1(f) of the APS. The Receiver has provided documents as requested by the Town of Whitby to satisfy paragraph 6.1(f) of the APS.

PROPERTY CONDITION

30. Upon the Receiver’s appointment, the Receiver contacted Jedidiah Liu, one of the principals of the Companies, and arranged for a meeting at the Real Property to allow for the Receiver to inspect the property, discuss the terms of the Appointment Order, and obtain assistance from the Companies as required.

31. The Receiver attended at the Real Property, observed the vacant buildings, the condition of the property around the vacant buildings as well as the tenanted space being operated by Jacked Up and Stevenson.

32. The Receiver would arrange for the property to be inspected for any issues on a regular basis.

33. Prior to the completion of the APS, the Town of Whitby advised the Receiver that its enforcement team had attended at the Real Property. The Town of Whitby advised that wood boarding on at least one of the vacant buildings had been removed, it appeared that individuals were living on the property, garbage and personal effects were inside the buildings and on the property around the vacant buildings.

34. The Receiver arranged for the property to be cleaned, garbage to be removed and the building doors to be boarded on May 27, 2025. The Receiver forwarded pictures of the cleaned property to the Town of Whitby.

35. On May 29, 2025, the Town of Whitby advised the Receiver that a door to one of the vacant building had been removed and additional personal effects were inside the building and in the back of the property. The Receiver and the representative of the Town of Whitby discussed the timing of the closing and condition of the property, as the result of individuals using the vacant land. The Receiver advised the representative of the Town of Whitby that the Receiver would not be able to arrange for the property to be cleaned again prior to closing. No further requests were made of the Receiver to re-attend to clean up the Real Property.

INSURANCE

36. At the time of the receivership, the Companies had insurance in place with Co-operators Insurance through its broker Elvis Garcia Insurance Inc. ("**Garcia Insurance**"). The Receiver was advised that the payments under the policy were current. The Receiver reviewed the insurance policy and determined it had adequate coverage to cover the Real Property provided the Receiver was added as a named insured to the policy for the Real Property.

37. Garcia Insurance was able to arrange for the Receiver to be added as a named insured. The policy was scheduled to expire on March 20, 2025.

38. The Receiver arranged for the renewal of the insurance policy with Co-operators Insurance and the policy was renewed for a one year period to March 21, 2026.

39. Upon completion of the APS, the Receiver cancelled the insurance coverage with Co-operators. The Receiver received a refund from Co-operators for the balance of the monthly premium paid.

PROPERTY TAX/WATER

40. As previously reported to the Court, the Receiver obtained from the Town of Whitby details of the property tax arrears for the Real Property. The Town of Whitby advised the Receiver that there were significant property tax arrears. The Receiver made arrangements to

pay the arrears and the current taxes in the amount of \$126,668.23. The Receiver issued Receiver's certificates to obtain the funds to make the payment to the Town of Whitby.

41. As previously reported to the Court; the Receiver arranged for the outstanding water and sewage accounts for 150 Brock Street North, 152 Brock Street North, & 148 Brock Street North to be paid. The charges by the Regional Municipality of Durham ("Durham") are service charges for having water available.

42. The Receiver obtained from Durham, details of the water accounts for 132 Brock and 146 Brock. Durham advised that tenant Jacked Up at 132 Brock was paying the water accounts and there was nothing outstanding. The Receiver was advised that there were arrears outstanding for 146 Brock in the amount of \$1,260.75. The Receiver paid the outstanding amount owing.

43. The APS contemplated that the Receiver would pay the property taxes and the water accounts outstanding as of the end of business on June 5, 2025. The Receiver made the necessary payments to the Town of Whitby for property taxes and Durham in reference to the water account and sewage accounts.

UPDATE ON TAX FILINGS

44. The Receiver received the pre-receivership HST refunds for the Companies which were filed in the manner approved by the Ancillary Order of the Honourable Justice Steele.

RECEIVER'S BORROWING

45. The Appointment Order authorized the Receiver to borrow a total principal sum of \$200,000. The Receiver has borrowed by way of Receiver's Certificates from Cosman at an annual interest rate of 18%, Receiver's Certificate #1 - \$20,000 on September 16, 2024, Receiver's Certificate #2 - \$96,000 on September 16, 2024, and Receiver's Certificate #3 - \$36,000 on February 27, 2025. The total amount borrowed by the Receiver at the date of this report is \$152,000. A copy of Receiver's Certificates #1, #2 & #3 in the amount of \$20,000, \$96,000 and \$36,000 respectively are attached as **Schedule F**.

46. The Receiver has arranged for the funds borrowed under the Receiver's Certificates to be reimbursed with interest up to and including June 7, 2025. The Receiver has issued payment as

required under the terms of the Receiver's Certificates in the amount of \$162,451.40. A copy of the discharge statements are attached as **Schedule G**.

SECURITY REVIEW

TERRA BONA DEVELOPMENTS LTD

47. Terra Bona Developments Inc., ("**Terra Bona**") registered a notice of lien on November 16, 2023 in the amount of \$135,215 against the Real Property for services supplied prior to November 16, 2023, registration DR2279361.

48. In addition, Terra Bona has issued a statement of claim in action CV-23-000002446 on December 22, 2023 in reference to the construction lien.

49. Counsel for the Receiver advised the Receiver that by section 31(2)(b) of the *Construction Act*, the last conceivable day on which a lien by Terra Bona could have been preserved was January 15, 2024, sixty days after November 16, 2023. By section 36(2) of the *Construction Act*, any lien of Terra Bona expired unless it was perfected within 90 days of that date. The lien of Terra Bona, to be of continuing force, should therefore have been perfected on or before April 14, 2024. The Certificate was not registered until June 26, 2024.

50. Counsel for the Receiver advised the Receiver that the lien of Terra Bona had expired and could no longer be perfected. Because the lien of Terra Bona was not perfected as provided for under the *Construction Act*, it has expired and provides no security in the Real Property. It is the opinion of counsel for the Receiver that Terra Bona does not have any valid security interest for the lien claimed in the Notice of Lien. A copy of the security opinion is attached to this report as **Schedule H**.

COSMAN SECURITY

51. As further set out in the Affidavit of Jason Cosman, sworn July 25, 2024 in support of the Appointment Order, Cosman agreed to advance to the Companies a loan with the original principal amount of \$2,600,000, as outlined in the commitment letter dated March 18, 2021, with interest of 8.5% per annum and a term of one year. The original loan agreement was amended on April 19, 2022 to increase the amount of the loan to \$3,200,000 and to extend the maturity

date to April 1, 2023 with interest at 11% per annum. The original loan agreement was further extended by a second renewal agreement dated March 30, 2023, which extended the maturity date to May 1, 2024 and provided for interest at 18% per annum.

52. As security for the indebtedness to Cosman, the Companies executed:

- a. a General Security Agreement dated March 21, 2021 respecting the assets, property and undertaking of the Companies relating to the Real Property;
- b. a charge/mortgage of land in the original principal amount of \$2,800,000 registered on March 22, 2021 against the Real Property;
- c. a notice of assignment of rents in reference to municipal address 146 Brock Street North, Whitby; and
- d. a notice of assignment of rents in reference to municipal address 132 Brock Street North, Whitby.

53. Counsel for the Receiver has advised the Receiver that Terra Bona, in accordance with a Development Management Agreement dated February 4, 2021, has registered a restrictive covenant on title. “No Transfer, charge or other dealings, either directly or indirectly by the registered owners of any of their interest in lands described hereon or any part thereof, shall be created, registered or occur without the prior consent of Terra Bona”. The Receiver has obtained a copy of the consent issued by Terra Bona in reference to the second advance made by Cosman on or around April 19, 2022. A copy of the consent dated April 19, 2022 from Terra Bona is attached to this report as **Schedule I**.

54. Counsel for the Receiver completed a review of the security delivered by the Companies in favour of Cosman. The Receiver has reviewed the security opinion which indicates that Cosman has valid and enforceable security, subject to the usual limitations, qualifications, reservations, and assumptions. A copy of this security opinion is attached to this report as **Schedule J**.

55. The Receiver requested that Cosman provide to the Receiver a discharge statement as of July 25, 2025. Cosman’s discharge statement outlines the debt owing as of July 25, 2025 in the

amount of \$4,601,776.76. The Receiver has reviewed the mortgage discharge statement provided by Cosman in reference to the principal and interest charged. The Receiver has not reviewed the additional charges claimed on the discharge statement, as there are insufficient funds available from the realization of the Real Property. A copy of the mortgage discharge statement provided by Cosman is attached to this report as **Schedule K**.

PEREZ-YOUSSOUFIAN MEDICINE PROFESSIONAL CORPORATION

56. The parcel registers for the Real Property indicates a charge in the original principal amount of \$250,000 registered in favour of Perez-Youssoufian Medicine Professional Corporation (“**Perez-Youssoufian**”) on June 23, 2023.

57. The Receiver has not obtained an opinion as to the validity and enforceability of Perez-Youssoufian security as there are insufficient funds available to pay the first mortgage.

FEEES AND DISBURSEMENTS OF THE RECEIVER

58. The Receiver is seeking approval of its fees in the sum of \$141,028.75 (not including HST) for the period up to and including July 4, 2025 (the “**Receiver’s Fees**”).

59. Attached to this report as **Schedule L** is the affidavit of Angela K. Pollard sworn in support of the fees of the Receiver for the period up to and including July 4, 2025. The Receiver believes that the fees charged are fair and reasonable. The hourly billing rates outlined on the summary of work performed, attached to Schedule L, are normal hourly rates charged by the Receiver for services rendered in relation to similar proceedings.

60. The Receiver is seeking approval of the fees and disbursements of its counsel in the sum of \$27,438.80 (not including HST) for the period up to and including July 2, 2025 (the “**Counsel fees**”). Attached to this report as **Schedule M** is the sworn affidavit of Chris Reed in support of the fees and disbursements of Laishley Reed LLP. The Receiver believes that the fees charged are fair and reasonable.

61. Counsel for the Receiver estimates that its fees and expenses from July 3, 2025 to completion will be \$5,000 plus HST.

62. The Receiver has a number of administrative matters which need to be completed prior to receiving its discharge including the following: (i) issuance of subsection 246(3) notices as required under the BIA, (ii) payment to Cosman, (iii) filing the final HST returns and closing the HST accounts with Canada Revenue Agency, (iv) finalization of trust accounts, (v) storage of administration records, and (vi) other minor administrative matters.

63. Upon completion of the administrative matters that remain outstanding, the Receiver will issue a certificate with the Court confirming that the Receiver has completed substantially all of its duties as outlined in the Appointment Order.

64. The Receiver estimates that its fees and expenses in order to complete the outstanding administrative matters will be \$5,000 plus HST.

65. The Receiver's Interim Statement of Receipts and Disbursements indicates that the Receiver is presently holding \$3,336,587.66 in its trust account as at July 7, 2025. The Receiver's Interim Statement of Receipts and Disbursements as at July 7, 2025 is attached to this report as **Schedule N**.

66. The Receiver's Proforma Final Statement of Receipts and Disbursements outlines the proposed distribution of funds currently held in the Receiver's trust account. The Receiver's Proforma Final Statement of Receipts and Disbursements is attached to this report as **Schedule O**.

CONCLUSION

67. For the reasons set out in this Second and Final Report, the Receiver respectfully requests that this Court:

- (a) Approve all of the actions, conduct and activities of the Receiver as set out in this Second and Final Report;
- (b) Approve the distribution to Cosman in the amount of \$3,133,830.59;
- (c) Approve the fees and disbursements of counsel for the Receiver in the amount of \$27,438.80 plus HST;

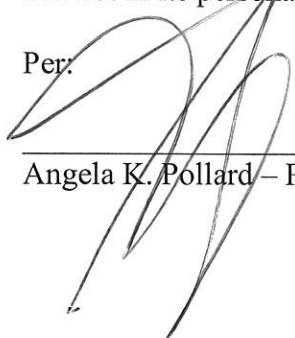
- (d) Approve the fees of the Receiver in the amount of \$141,028.75 plus HST;
- (e) Approve the proposed accrual of fees of the counsel for the Receiver in the amount of \$5,000 plus HST;
- (f) Approve the proposed accrual of fees of the Receiver in the amount of \$5,000 plus HST;
- (g) Approve the Interim Statement of Receipts and Disbursements as at July 7, 2025;
- (h) Approve the Proforma Statement of Receipts and Disbursements as at July 7, 2025; and
- (i) Approve the discharge of the Receiver.

All of which is respectively submitted.

Dated July 7, 2025

POLLARD & ASSOCIATES INC.,
in its capacity as the Court Appointed Receiver of
CACOELI WHITBY LP, 11250396 CANADA INC., and 11275127 CANADA INC.
and not in its personal capacity

Per:



Angela K. Pollard – President



SUPERIOR COURT OF JUSTICE

COMMERCIAL ENDORSEMENT FORM

COURT FILE NO.: CV-24-00723457-00CL DATE: August 21, 2024

NO. ON LIST: 4

TITLE OF PROCEEDING: **Cosman Mortgage Holdings Corp v. Cacoeli Whitby LP., et al**

BEFORE MADAM JUSTICE: **J. STEELE**

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Oren Chaimovitch	Counsel for the Applicant, <i>Cosman Mortgage Holdings Corp</i>	Oren.chaimovitch@devrylaw.ca

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Adam Marchioni	Counsel for <i>Terra Bona Developments Ltd.</i>	amarch@marchlaw.ca
Angela Pollard	Receiver, <i>Pollard & Associates</i>	akpollard@pollardandassoc.ca
Majid Tavakoli	Self-Represented Respondent, <i>Terra Bona Developments</i>	

ENDORSEMENT OF MADAM JUSTICE STEELE:

- [1] The applicant, Cosman Mortgage Holdings Corp., seeks the appointment of a receiver, which is not opposed by the respondent.
- [2] The loan has been in default since November 2023.
- [3] However, a construction lien claimant, Mr. Tavakoli, seeks 30 day adjournment. Mr. Tavakoli informed the Court that his new lawyer is on vacation and will return on Thursday. Mr. Tavakoli's former lawyer was in attendance, but he advised the Court that he was no longer representing Mr. Tavakoli. Mr. Tavakoli was without counsel and asked for a short adjournment to give him an opportunity to receive legal advice on the motion. In the circumstances, I agreed to a short adjournment.
- [4] The application is adjourned to **August 30, 2024 at 12:30 pm (30 minutes)**.



J. STEELE J.**DATE: AUGUST 21, 2024**

Court File No. CV-24-00723457-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) FRIDAY, THE
JUSTICE PENNY) 30th DAY OF AUGUST, 2024

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

**CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED PARTNERSHIP,
11275127 CANADA INC. and 11250396 CANADA 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 Pollard & Associates Inc. as receiver (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and property of the Debtors defined below, including, without limitation, of the lands and premises registered in the name of 11250396 Canada Inc. (“**11250396**”) in its capacity as general partner of Cacoeli Whitby LP (the “**Whitby LP**”) and 11275127 Canada Inc. (“**11275127**”, which together with 11250396 and the Whitby LP are collectively referred to as the “**Debtors**” and each a “**Debtor**”), municipally known as 132 Brock Street North and 146 – 152 Brock Street North, Whitby, Ontario and more particularly described as follows:

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LT 4 PL H50030 WHITBY; LT 5 PL H50030 WHITBY; PT LT 2 PL H50030 WHITBY; PT LT 3 PL H50030 WHITBY PTS 2 & 3 40R12737; S/T D490776 (PT 3); T/W D544453; SUBJECT TO AN EASEMENT AS IN C0231663; TOWN OF WHITBY
as described in PIN 26535 - 0187 LT

PT LT 36 PL H50030 WHITBY PT 6 40R 12737, S/T D490776; TOWN OF WHITBY
as described in PIN 26535 – 0209 LT

PT LT 2-3 PL H50030 WHITBY AS IN D552683 T/W D552683; TOWN OF WHITBY
as described in PIN 26535 – 0186 LT

(collectively, the “**Real Property**”),

was heard this day by judicial videoconference.

ON READING the affidavit of Jason Cosman sworn July 25, 2024 and the exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other counsel as were present, and on hearing the submissions of the Respondent, appearing in person, and on reading the consent of Pollard & Associates Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Pollard & Associates Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors, including, without limitation, the Real Property, including all proceeds therefrom (together, 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 in respect of or out of the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cause the Debtors to cease to carry on all or any part of the Debtors' business in respect of or out of the Property and to cause the Debtors to cease to perform any contracts of the Debtors; in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

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- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000, all before applicable taxes; 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;

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

12. 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

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA or in respect of

any obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. 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

15. 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

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

RECEIVER'S ACCOUNTS

17. 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.¹

18. 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.

19. 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

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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

20. 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 \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. 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.

22. 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.

23. 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

24. 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 of the Rules of Civil Procedure (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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 pollardandassociates.ca/engagements/cacoeliwhitbylp.

25. 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

26. 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.

27. THIS COURT ORDERS that the Receiver is hereby authorized and empowered, but not obligated, to cause the Debtors, or any of them to make an assignment in bankruptcy, on 5 days' notice, and nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any of them.

28. 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

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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.

29. 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.

30. 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.

31. 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.

32. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in black ink, appearing to read "Perry J.", is written above a horizontal line.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Pollard & Associates Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 11250396 Canada Inc. ("11250396") in its capacity as general partner of Cacoeli Whitby LP (the "Whitby LP") and 11275127 Canada Inc. ("11275127", which together with 11250396 and the Whitby LP are collectively referred to as the "Debtors" and each a "Debtor") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the _____ day of ____, ____ (the "Order") made in an action having Court file number _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

Pollard & Associates Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Angela Pollard
President



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00723457-00CL

DATE: August 30, 2024

NO. ON LIST: 7

TITLE OF PROCEEDING: COSMAN MORTGAGE HOLDING CORP. V. CACOELI WHITBY LP et al

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Oren Chaimovitch	Counsel for the Applicant	oren.chaimovitch@devrylaw.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Mark Bui	Self-Represented – Cacoceli Whitby LP	mark@m2cap.ca


For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Angela Pollard	Receiver – Pollard and Associates	akpollard@pollardandassoc.ca
Adam Marchioni	Former counsel for Terra Bona Developments - Observer	amarch@marchlaw.ca

ENDORSEMENT OF JUSTICE PENNY:

[1] This is an application for the appointment of a receiver. The respondents consent to the appointment.

- [2] There is a clear right to the appointment of a receiver in the loan documents. There is evidence of forbearances and several defaults under the loan. The business of the respondents involves a property in Whitby and the attempt to redevelop that property. There are a number of tenants including residential and commercial.
- [3] I am satisfied the appointment of a receiver in the circumstances is just or convenient. The applicant has provided the form of order which is in accord with the Model Order in all material respects.
- [4] Order to issue in the form signed by me this day.

A handwritten signature in black ink, appearing to read "Penny J.", with a stylized flourish at the end.

Penny J.



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00723457-00CL

DATE: May 21, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: COSMAN MORTGAGE HOLDING CORP.

v.

CACOELI WHITBY LP et al

BEFORE: JUSTICE STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Oren Chaimovitch	Applicant - Cosman Mortgage Holding Corp.	oren.chaimovitch@devrylaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Calvin J. Ho	Counsel for Receiver - Pollard & Associates Inc.	cho@laihleyreed.com
Angela Pollard	Court appointed Receiver - Pollard & Associates Inc.	akpollard@pollardandassoc.ca

ENDORSEMENT OF JUSTICE STEELE:

[1] The Receiver brings a motion seeking, among other things:

- a. Approval of an Agreement of Purchase and Sale between the Receiver and The Corporation of the Town of Whitby;

- b. Authorization of the completion of the transaction contemplated by the APS and the vesting of the Purchased Assets in the Purchaser;
- c. Approval of the sale and marketing process;
- d. The sealing of certain Confidential Appendices to the Receiver's First Report; and
- e. Approval of the Receiver's activities set out in the First Report.

[2] No one opposes the relief sought.

[3] The applicant in these proceedings, the first ranking secured creditor, expects to suffer a shortfall. Nonetheless, Cosman Mortgage, which is aware of the range of the purchase price for the Real Property, is of the view that it is the best that can be obtained in the current market.

[4] Capitalized terms used in this endorsement that are not defined herein have the meaning set out in the Receiver's factum.

[5] In determining whether to approve a transaction proposed by a receiver, the Court will consider the factors set out in *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727:

- a. Whether the receiver has made sufficient effort to get the best price and has not acted improvidently;
- b. The interests of all parties;
- c. The efficacy and integrity of the process by which offers were obtained; and
- d. Whether there has been any unfairness in working out the process.

[6] The Receiver worked with a reputable commercial real estate agent and ran a robust sale process. The Real Property was listed on MLS and there was wide marketing activity by the Receiver and its agent to broadly canvass the market. The Real Property was listed for approximately five months before the APS was entered into with the Purchaser. Two price drops were required in order to generate interest in the property. The Receiver states that the APS represents the highest and best offer for the Real Property in terms of proposed purchase price, agent commissions and closing date, and all essential conditions being waived, other than the requirement for Court approval. The sale process was fair and transparent and allowed for sufficient exposure of the Real Property to the market. I am satisfied that the *Soundair* principles have been satisfied and the transaction should be approved.

- [7] The Receiver also seeks the sealing of the Confidential Appendices pending the earlier of the closing of the transaction or further court order. The Confidential Appendices contain: the appraisal of the Real Property, the summary of offers received, and an unredacted copy of the APS.
- [8] It is common to temporarily seal commercially sensitive material when assets are to be sold under a court process. Courts have acknowledged that there is a public interest in the “general commercial interest of preserving confidential information” and in maximizing recoveries in an insolvency: *Sherman Estate v. Donovan*, 2021 SCC 25, at para. 41.
- [9] The requested sealing order is limited in scope and in time. The proposed sealing order balances the open court principle and legitimate commercial requirements for confidentiality in the circumstances. In my view, the benefits of the requested sealing order outweigh the negative impact on the “open court” principle. As noted, the confidential appendices contain details regarding the potential value of the property, including appraisals. Disclosure of the confidential appendices could have a detrimental impact on any future sale process should one be required. No stakeholder will be materially prejudiced by the requested sealing order, which applies to only a limited amount of information.
- [10] I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and satisfies the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41, at para. 53, requirements, as modified in *Sherman Estate*, at para. 38.
- [11] The Receiver is directed to provide the sealed Confidential Appendices to the Court clerk at the filing office in an envelope with a copy of this endorsement and the signed order (with the relevant provisions highlighted) so that the Confidential Appendices can be physically sealed. Counsel is further directed to apply, at the appropriate time, for an unsealing order, if necessary.
- [12] I am also satisfied that the Receiver’s activities as set out in the First Report should be approved.
- [13] Orders attached.



and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and the appendices thereto, the factum of the Receiver, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present and appearing on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Sylvia Sauro dated May 13, 2025, filed:

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Respondents' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated August 30, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the City of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule "B"** hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule "C"** hereto.

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

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

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

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

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

7. **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.

8. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

Jana
Steele

Digitally signed
by Jana Steele
Date: 2025.05.21
10:41:58 -04'00'

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

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

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

**CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the "**Court**") dated August 30, 2024, Pollard & Associates Inc. was appointed as the receiver and manager (the "**Receiver**"), without security, of (i) the real property municipally known as 132 Brock Street North Whitby, Ontario, and 146 – 152 Brock Street North, Whitby, Ontario (the "**Real Property**"); (ii) all rents, issues and profits, due now or in the future, by virtue of any lease or agreement in respect of the Real Property; and (iii) all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Real Property and owned by 11250396 Canada Inc. in its capacity as general partner of Cacoeli Whitby LP and 11275127 Canada Inc. (collectively, the "**Debtors**" or the "**Companies**"), including all of the proceeds therefrom (collectively, the "**Property**").

B. Pursuant to an Order of the Court dated May 21, 2025, the Court approved the agreement of purchase and sale made as of March 18, 2025 between the Receiver, as vendor, and The Corporation of the Town of Whitby as purchaser (the "**Purchaser**") (the "**Sale**

Agreement") for the Real Property and provided for the vesting in the Purchaser of the Respondents' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

POLLARD & ASSOCIATES INC., in its capacity as Receiver of the Property of the Respondents, and not in its personal capacity

Per: _____
Name:
Title:

Schedule B – Purchased Assets

»

Registered Owners	Municipal Address	PIN	Legal Description
11250396 Canada Inc. and Cacoeli Whitby LP	146 Brock Street North, Whitby, Ontario	26535-0187 LT	LT 4PL H50030 Whitby; LT 5 PL H50030 Whitby; PT LT 2 PL H50030 Whitby; PT LT 3 PL H50030 Whitby; PTS 2 & 3 40R12737, S/T D490776 (PT 3); T/W D544453 Subject to an easement as in CO231663; Town of Whitby
11250396 Canada Inc. and Cacoeli Whitby LP	132 Brock Street North, Whitby, Ontario	26535-0209 LT	PT LT 36 PL H50030 Whitby PT 6 40R12737, S/T D490776; Town of Whitby
11250396 Canada Inc, 11275127 Canada Inc and Cacoeli Whitby LP		26535-0186 LT	PT LT 2-3 PL H50030 Whitby as in D552683 T/W D552683; Town of Whitby

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

PIN: 26535-0187 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
DR1984468	2021/03/22	Charge	\$2,800,000	1125036 Canada Inc. Cacoeli Whitby LP 11275127 Canada Inc.	Cosman Mortgage Holding Corp.
DR1984469	2021/03/22	Notice Assgn Rent Gen		11250396 Canada Inc. Cacoeli Whitby LP	Cosman Mortgage Holding Corp.
DR2120831	2022/04/12	Restriction-Land		11250396 Canada Inc. 11275127 Canada Inc. Cacoeli Whitby LP	
DR2122589	2022/04/19	Notice Charge amend	\$3,200,000	11250396 Canada Inc. Cacoeli Whitby LP 11275127 Canada Inc.	Cosman Mortgage Holding Corp.
DR2240778	2023/06/23	Charge	\$250,000	11250396 Canada Inc. Cacoeli Whitby LP	Perez-Youssoufian Medicine Professional Corporation
DR2240780	2023/06/23	Notice Assgn Rent Gen		11250396 Canada Inc.; Cacoeli Whitby LP	Perez-Youssoufian Medicine Professional Corporation
DR2279361	2023/11/16	Construction Lien	\$135,215	Terra Bona Developments Ltd.	
DR2327707	2024/06/26	Certificate		Terra Bona Developments Ltd.	
DR2347603	2024/09/16	Apl Court Order		Ontario Superior Court Of Justice (Commercial List)	Pollard & Associates Inc.

PIN: 26535-209 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
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COSMAN MORTGAGE HOLDING
CORP.

and

CACOELI WHITBY LP aka CACOELI
WHITBY LIMITED PARTNERSHIP, 11275127
CANADA INC., and 11250396 CANADA INC.

Applicant

Respondent

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

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

Proceeding commenced at **Toronto**

APPROVAL AND VESTING ORDER

LAISHLEY REED LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Calvin J. Ho (LSO #40875B)
Tel: (416) 981-9430
Fax: (416) 981-0060
Email: cho@laihleyreed.com

Lawyers for the Receiver,
Pollard & Associates Inc.

and on hearing the submissions of counsel for the Receiver, and such other counsel as were present and appearing on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Sylvia Sauro dated May 13, 2025, filed:

SERVICE

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

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver described in the First Report are hereby 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.

SALE AND MARKETING PROCESS

3. **THIS COURT ORDERS** that the sales and marketing process undertaken by the Receiver as described in the First Report is hereby approved.

SEALING

4. **THIS COURT ORDERS** that the Confidential Appendices (as defined in the First Report) are hereby sealed until the earlier of either the closing of the Transaction (as defined in the First Report), or upon further Order of the Court.

5. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

Jana
Steele

Digitally signed by
Jana Steele
Date: 2025.05.21
10:42:57 -04'00'

COSMAN MORTGAGE HOLDING
CORP.

and

CACOELI WHITBY LP aka CACOELI
WHITBY LIMITED PARTNERSHIP, 11275127
CANADA INC., and 11250396 CANADA INC.

Applicant

Respondents

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at **Toronto**

ANCILLARY ORDER

LAISHLEY REED LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Calvin J. Ho (LSO #40875B)
Tel: (416) 981-9430
Fax: (416) 981-0060
Email: cho@lAIShleyreed.com

Lawyers for the Receiver,
Pollard & Associates Inc.

- 5 -

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

**CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the "**Court**") dated August 30, 2024, Pollard & Associates Inc. was appointed as the receiver and manager (the "**Receiver**"), without security, of (i) the real property municipally known as 132 Brock Street North Whitby, Ontario, and 146 – 152 Brock Street North, Whitby, Ontario (the "**Real Property**"); (ii) all rents, issues and profits, due now or in the future, by virtue of any lease or agreement in respect of the Real Property; and (iii) all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Real Property and owned by 11250396 Canada Inc. in its capacity as general partner of Cacoeli Whitby LP and 11275127 Canada Inc. (collectively, the "**Debtors**" or the "**Companies**"), including all of the proceeds therefrom (collectively, the "**Property**").

B. Pursuant to an Order of the Court dated May 21, 2025, the Court approved the agreement of purchase and sale made as of March 18, 2025 between the Receiver, as vendor, and The Corporation of the Town of Whitby as purchaser (the "**Purchaser**") (the "**Sale**

- 6 -

Agreement") for the Real Property and provided for the vesting in the Purchaser of the Respondents' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 11:35 a.m. [TIME] on June 5, 2025. [DATE].

POLLARD & ASSOCIATES INC., in its capacity as Receiver of the Property of the Respondents, and not in its personal capacity

Per: _____

Name: Angela K. Pollard.

Title: President

Schedule B – Purchased Assets

»

Registered Owners	Municipal Address	PIN	Legal Description
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Schedule C – Claims to be deleted and expunged from title to Real Property

PIN: 26535-0187 (LT)

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DR1984469	2021/03/22	Notice Assgn Rent Gen		11250396 Canada Inc. Cacoeli Whitby LP	Cosman Mortgage Holding Corp.
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DR2240778	2023/06/23	Charge	\$250,000	11250396 Canada Inc. Cacoeli Whitby LP	Perez-Youssoufian Medicine Professional Corporation
DR2240780	2023/06/23	Notice Assgn Rent Gen		11250396 Canada Inc.; Cacoeli Whitby LP	Perez-Youssoufian Medicine Professional Corporation
DR2279361	2023/11/16	Construction Lien	\$135,215	Terra Bona Developments Ltd.	
DR2327707	2024/06.26	Certificate		Terra Bona Developments Ltd.	
DR2347603	2024/09/16	Apl Court Order		Ontario Superior Court Of Justice (Commercial List)	Pollard & Associates Inc.

PIN: 26535-209 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
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- 9 -

				11275127 Canada Inc.	
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PIN: 26535-0186 (LT)

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DR2347603	2024/09/16	Apl Court Order		Ontario Superior Court Of Justice (Commercial List)	Pollard & Associates Inc.

COSMAN MORTGAGE HOLDING
CORP.

and CACOELI WHITBY LP aka CACOELI
WHITBY LIMITED PARTNERSHIP, 11275127
CANADA INC., and 11250396 CANADA INC.

Applicant

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

LAISHLEY REED LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Calvin J. Ho (LSO #440875B)
Tel: (416) 981-9430
Fax: (416) 981-0060
Email: cho@laihshleyreed.com

Lawyers for the Receiver,
Pollard & Associates Inc.

RECEIVER CERTIFICATE

CERTIFICATE NO. 1

AMOUNT \$ 20,000

1. THIS IS TO CERTIFY that Pollard & Associates Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 11250396 Canada Inc. ("11250396") in its capacity as general partner of Cacoeli Whitby LP (the "**Whitby LP**") and 11275127 Canada Inc. ("11275127", which together with 11250396 and the Whitby LP are collectively referred to as the "**Debtors**" and each a "**Debtor**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 30th day of August, 2024 (the "Order") made in an action having Court file number CV-24-00723457-00CL has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ 20,000, being part of the total principal sum of \$ 200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the 15th day of each month after the date hereof at a notional rate per annum equal to the rate of 18 per cent.

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

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

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

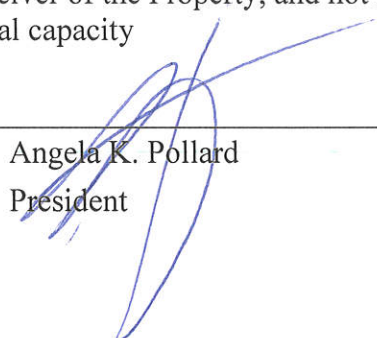
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the 16th day of September, 2024.

Pollard & Associates Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:



Angela K. Pollard
President

RECEIVER CERTIFICATE

CERTIFICATE NO. 2

AMOUNT \$ 91,000

1. THIS IS TO CERTIFY that Pollard & Associates Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 11250396 Canada Inc. ("11250396") in its capacity as general partner of Cacoeli Whitby LP (the "Whitby LP") and 11275127 Canada Inc. ("11275127", which together with 11250396 and the Whitby LP are collectively referred to as the "Debtors" and each a "Debtor") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 30th day of August, 2024 (the "Order") made in an action having Court file number CV-24-00723457-00CL has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ 91,000, being part of the total principal sum of \$ 200,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the 15th day of each month after the date hereof at a notional rate per annum equal to the rate of 18 per cent.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender.

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

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

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

DATED the 16th day of September, 2024.

Pollard & Associates Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:



Angela K. Pollard
President

RECEIVER CERTIFICATE

CERTIFICATE NO. 3

AMOUNT \$ 36,000

1. THIS IS TO CERTIFY that Pollard & Associates Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 11250396 Canada Inc. ("11250396") in its capacity as general partner of Cacoeli Whitby LP (the "Whitby LP") and 11275127 Canada Inc. ("11275127", which together with 11250396 and the Whitby LP are collectively referred to as the "Debtors" and each a "Debtor") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 30th day of August, 2024 (the "Order") made in an action having Court file number CV-24-00723457-00CL has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ 36,000, being part of the total principal sum of \$ 200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the 15th day of each month after the date hereof at a notional rate per annum equal to the rate of 18 per cent.

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

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

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

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

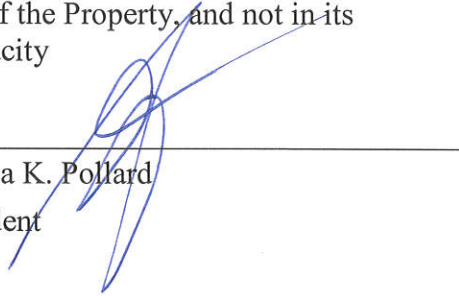
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 27th day of February, 2025.

Pollard & Associates Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Angela K. Pollard
President





Cosman Mortgage Capital Corporation
 95 Barber Green Road, Suite 100
 Toronto, Ontario
 M3C 3E9

070
 Office: 1-888-594-5326
 Fax: 647-689-4631
 Jason@cosmanmortgage.ca
<https://cosmanmortgage.ca>

Receiver Certificate #1 Discharge Statement

TO: Pollard & Associates Inc. (collectively, the "Receiver")
 RE: Receiver Certificate #1 Amount of \$20,000 Principal in relation to the receivership having the court file number CV-24-00723457-00CL

Discharge Date: June 7th, 2025

The amount required to repay the receiver certificate in full as of June 7th, 2025 is as follows:

Principal Amount as of June 7 th , 2025	\$20,000.00
Accrued Interest from September 24 th 2024, 2025 to June 7 th , 2025	\$2,524.93
TOTAL OWING:	\$22,524.93

Funds may be paid by wire transfer or certified funds to Cosman Mortgage Capital Corporation, in Trust. Please provide proof of deposit as soon as the advance is completed.

Please add \$9.86 for each additional day the discharge funds are not received.

Cosman Mortgage Holding Corp.

Jason Cosman

Per: Jason Cosman

Title: President

I have authority to bind the corporation



Cosman Mortgage Capital Corporation
 95 Barber Green Road, Suite 100
 Toronto, Ontario
 M3C 3E9

Office: 1-888-594-5326
 Fax: 647-689-4631
Jason@cosmanmortgage.ca
<https://cosmanmortgage.ca>

Receiver Certificate #2 Discharge Statement

TO: Pollard & Associates Inc. (collectively, the "Receiver")

RE: Receiver Certificate #2 Amount of \$91,000 Principal in relation to the receivership having the court file number CV-24-00723457-00CL

Discharge Date: June 7th, 2025

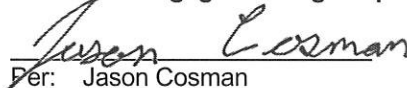
The amount required to repay the receiver certificate in full as of June 7th, 2025 is as follows:

Principal Amount as of June 7 th , 2025	\$91,000.00
Accrued Interest from September 24 th 2024, 2025 to June 7 th , 2025	\$11,488.44
TOTAL OWING:	\$102,488.44

Funds may be paid by wire transfer or certified funds to Cosman Mortgage Capital Corporation, in Trust. Please provide proof of deposit as soon as the advance is completed.

Please add \$44.88 for each additional day the discharge funds are not received.

Cosman Mortgage Holding Corp.



Per: Jason Cosman

Title: President

I have authority to bind the corporation



Cosman Mortgage Capital Corporation
 95 Barber Green Road, Suite 100
 Toronto, Ontario
 M3C 3E9

072
 Office: 1-888-594-5326
 Fax: 647-689-4631
Jason@cosmanmortgage.ca
<https://cosmanmortgage.ca>

Receiver Certificate #3 Discharge Statement

TO: Pollard & Associates Inc. (collectively, the "Receiver")

RE: Receiver Certificate #3 Amount of \$36,000 Principal in relation to the receivership having the court file number CV-24-00723457-00CL

Discharge Date: June 7th, 2025

The amount required to repay the receiver certificate in full as of June 7th, 2025 is as follows:

Principal Amount as of June 7 th , 2025	\$36,000.00
Accrued Interest from March 18 th , 2025 to June 7 th , 2025	\$1,438.03
TOTAL OWING:	\$37,438.03

Funds may be paid by wire transfer or certified funds to Cosman Mortgage Capital Corporation, in Trust. Please provide proof of deposit as soon as the advance is completed.

Please add \$17.75 for each additional day the discharge funds are not received.

Cosman Mortgage Holding Corp.

Per: Jason Cosman
 Title: President
 I have authority to bind the corporation

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Chris Reed
Direct Dial: 416.981.9337
Direct Fax: 416.981.0060
E-Mail: creed@laishleyreed.com

25 June 2025

Pollard & Associates Inc., Licensed Insolvency Trustee
31 Wright Street
Richmond Hill, Ontario, L4C 4A2

Attn: Angela Pollard

Dear Angela:

**Re: Receivership of Cacoeli Whitby LP aka Cacoeli Whitby Limited Partnership,
11275127 Canada Inc. and 11250396 Canada Inc.**

You have asked us to provide you with an opinion as to the validity of the security interest of Terra Bona Developments Inc. (“Terra Bona”) based on the documentation obtained by us.

We reviewed the Notice of Lien registered as DR2279361, the Statement of Claim in action CV-23-00002446, and the Certificate registered as DR2327707 of Terra Bona. These documents are referred to by name below.

It is our opinion that Terra Bona does not have any valid security interest for the lien claimed in the Notice of Lien for the reasons set out below. We are not aware of any other basis for Terra Bona to claim a security interest in the assets of Cacoeli Whitby LP, 11250396 Canada Inc. and 11275127 Canada Inc. (the “Debtors”) and therefore are of the opinion that Terra Bona has no security over the Borrowers.

The Notice of Lien was registered on 16 November 2023. Both on its face and by the application of logic, the lien claimed by Terra Bona is for services supplied prior to November 16, 2023. The Statement of Claim was issued 22 December 2023. It is an action advancing the lien claim preserved by the Notice of Lien. It alleges that the services supplied for which the lien was claimed were all supplied on or before November 14, 2023.

The implication of both the Notice of Lien and the Statement of Claim is that the services supplied by Terra Bona were completed by November 16, 2023 at the latest and that any agreement between Terra Bona and the Debtors was completed or abandoned by November 16, 2023.

By section 31(2)(b) of the *Construction Act*, the last conceivable day on which a lien by Terra Bona could have been preserved was January 15, 2024, sixty days after November 16, 2023. By section 36(2) of the *Construction Act*, any lien of Terra Bona expired unless it was perfected within 90 days of that date. The

lien of Terra Bona, to be of continuing force, should therefore have been perfected on or before April 14, 2024.

There was no timely perfection. The Certificate was not registered until June 26, 2024. By that time the preserved lien of Terra Bona had expired and could no longer be perfected. There was no other registration of a certificate in respect of the Notice of Lien. There were no other liens registered under which the Terra Bona lien could shelter pursuant to s. 36(4) of the *Construction Act*.

Because the lien of Terra Bona was not perfected as provided for under the *Construction Act* it has expired and provides no security in the real property of the Debtors.

We would be pleased to discuss with you in more detail any of the matters referred to in this report.

Regards,

Chris Reed

CR/cr

Jackie Chang

From: Majid Tavakoli <majid@terrabona.ca>
Sent: April 19, 2022 2:52 PM
To: Jedidiah Liu; Jackie Chang
Cc: Jason Cosman
Subject: RE: Whitby Loan

Hi Jackie – as per our conversation please let this email act as notice of consent in regards to the Restrictive Covenants registered on title of the aforementioned property in Whitby.

Should you have any question please do not hesitate to contact me directly.

Hope the above email suffice.

Thanks Majid

Best Regards,

Majid Tavakoli | CEO & President

**TerraBona Developments LTD.**

1899 Leslie Street
Toronto, Ontario
M3B-2M3
D: 416-824-2914
O: 416-226-9777
www.terrabona.ca



Please consider the environment before printing this email.

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From: Jedidiah Liu <jed@cacoeli.com>
Sent: April 19, 2022 2:33 PM
To: Majid Tavakoli <majid@terrabona.ca>
Subject: Fwd: Whitby Loan

Please sign asap

----- Forwarded message -----

From: Jackie Chang <jchang@gropperlaw.com>
Date: Tue, Apr 19, 2022 at 2:31 PM
Subject: RE: Whitby Loan
To: Shahab Nazarinia <info@nia-law.com>
CC: Jason Cosman <jason@cosmanmortgage.ca>, jed@cacoeli.com <jed@cacoeli.com>, kasey@cacoeli.com <kasey@cacoeli.com>, Bernie Gropper <bernie@gropperlaw.com>, mark@m2cap.ca <mark@m2cap.ca>

Shahab,

We are in funds and are ready to register the attached Notice. However, the PINs 26535-0186 and 26535-0187 are "Subject to no dealings". I attach a copy of the Restrictive Covenants for your information.

Please obtain a Consent from Terra Bona Developments Ltd. allowing us to register the attached Notice. Once we are in receipt of the Consent, we will proceed to register asap and wire you the funds.

Please also send us your wiring instructions.

Yours truly,

Jackie Chang

Legal Assistant

 **Gropper**
Professional Corporation

1701 Avenue Road, Suite 200
Toronto ON M5M 3Y3

Phone/Fax: 416.962.3000
Email: jchang@gropperlaw.com

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From: Shahab Nazarinia <info@nia-law.com>
Sent: April 13, 2022 5:27 PM
To: Bernie Gropper <bernie@gropperlaw.com>; mark@m2cap.ca
Cc: Jackie Chang <jchang@gropperlaw.com>; Jason Cosman <jason@cosmanmortgage.ca>; jed@cacoeli.com;
kasey@cacoeli.com
Subject: FW: Whitby Loan

Hello Mark,

Thank you for your email. I have cc all the parties signing the documents. Please use their email for docusgin.

Please feel free to contact me anytime. I would appreciate it if you could CC info@nia-law.com on all our correspondence as this email is checked more frequently and in order to avoid any delays.

Kindly contact either Nelly ext. 2 (nelly@nia-law.com) or Laya ext. 1 (laya@nia-law.com) for real estate matters. Kindly contact Nasim ext. 3 or Saeideh ext. 4, for immigration matters. (immigration@nia-law.com)

Thank you and have a great day,

NiaLaw Professional Corporation
250 Sheppard Avenue East unit 203 Toronto ON. M2N 6M9

Phone: 416-989-0866 | **Fax:** 647 345 3403

info@nia-law.com

www.nia-law.com

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--

Regards,
Jedidiah Liu
416-419-9635

www.Cacoeli.com
Preserve Capital, Create Wealth

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Calvin J. Ho
Direct Dial: 416.981.9430
Direct Fax: 416.981.0060
E-Mail: cho@laishleyreed.com

28 October 2024

Pollard & Associates Inc., Licensed Insolvency Trustee
31 Wright Street
Richmond Hill, Ontario, L4C 4A2

Attn: Angela Pollard

Dear Angela:

**Re: Receivership of Cacoeli Whitby LP aka Cacoeli Whitby Limited Partnership,
11275127 Canada Inc. and 11250396 Canada Inc.**

You have asked us to provide you with an opinion as to the validity of the security interest of Cosman Mortgage Holding Corp. (the "Secured Party") based on the documentation provided to us.

Schedule "A" lists the security and other documents which we reviewed regarding the loan provided by the Secured Party to Cacoeli Whitby LP aka Cacoeli Whitby Limited Partnership, 11275127 Canada Inc. and 11250396 Canada Inc. (collectively "the Borrower"). In this letter we refer to all such documents collectively as the "Security Documents" and each as a "Security Document".

1. Scope of Review

We reviewed the Security Documents generally to identify any aspect of the documents or any registrations which did not appear complete and regular on their face or which appeared to raise other problems. In conducting our review we have assumed:

- i) with respect to all documents examined, the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified or photocopied copies;
- ii) that there are no agreements to which the Borrower is a party which might impair the Borrower's ability to grant security or perform its obligations under its Security Documents;
- iii) that the descriptions in the Security Documents of the property and assets intended to secured thereby are correct and complete;
- iv) that the indices and records in all filing systems maintained in all public offices where we have searched or inquired or have caused searches or inquiries to be conducted are accurate

and current, and all certificates and information issued or provided pursuant therefore are and remain accurate and complete;

v) that all of the Security Documents have been duly authorized, executed and delivered by all parties to them, and that the authorization, execution and delivery of the Security Documents by the Borrower and the performance of its obligations thereunder does not breach any constating or trust documents of the Borrower or any laws to which the Borrower is subject; and

vi) that the only jurisdiction where the Borrower carries on business is the Province of Ontario.

2. Security Documents

We have examined the Security Documents and found that the Security Documents have been completed and executed in accordance with the Secured Party's requirements. The Security Documents have been filed and registered where necessary, and the Security Documents are valid and enforceable in accordance with their terms, subject to our comments and to the assumptions and qualifications set out in this letter.

i) The General Security Agreements dated March 21, 2021, from a) Cacoeli Whitby LP to Cosman Mortgage Holding Corp. b) 11250396 Canada Inc to Cosman Mortgage Holding Corp.; and c) 11275127 Canada Inc. to Cosman Mortgage Holding Corp. appear to have been duly executed on behalf of the Borrower and purports to grant the Secured Party a security interest in the present and after-acquired property of the Borrower, including a) all present and future equipment of the Borrower; b) all present and future inventory of the Borrower; c) all present and future debts, demands and amounts due or accruing to the Borrower (Accounts); d) all present and future intangible personal property, chattel paper, documents of title, instruments, money and securities, and any proceeds therefrom; e) all books, accounts, and other records, and f) all of the Borrower's present and future right, title and interest to all leases, leasehold interests, tenancies, and rights of occupation or possession of real estate or personal property; and f) Proceeds, collectively called the "Collateral".

The General Security Agreement from Cacoeli Whitby LP to Cosman Mortgage Holding Corp. was registered under the PPSA as Registration No. 20210322 1025 1862 3811 over inventory, equipment, accounts, other, motor vehicle included, for a period of 5 years, expiry March 22, 2026.

The General Security Agreement from 11250396 Canada Inc. to Cosman Mortgage Holding Corp. was registered under the PPSA as Registration No. 20210322 1025 1862 3811 over inventory, equipment, accounts, other, motor vehicle included, for a period of 5 years, expiry March 22, 2026.

The General Security Agreement from 11275127 Canada Inc. to Cosman Mortgage Holding Corp. was registered under the PPSA as Registration No. 20210322 1025 1862 3811 over inventory, equipment, accounts, other, motor vehicle included, for a period of 5 years, expiry March 22, 2026.

We have assumed that there are no statutory trust claims in favour of the Crown or ny other party which would take priority over the interest of the Secured Party.

3. PPSA Searches

The Province of Ontario does not have a system for registering absolute title to personal property, so we cannot confirm that the Borrower holds (or held, as the case may be) title respectively to any of the personal property subject to the Security Documents.

However, you have provided us with a search under the Personal Property Security Act (Ontario) (the "PPSA") to identify the relative competing claims to the personal property described in the Security Documents. The particulars of the PPSA search is summarized in Schedule "B" to this letter and is current to October 20, 2024.

4. Mortgage Charge

We have reviewed the Mortgage Charge of the lender. The Charge was duly registered by the chargor, Cosman Mortgage Holding Corp. as against the partnership chargees, 11250396 Canada Inc., Cacoeli Whitby LP, and 11275127 Canada Inc. as Instrument No. DR1984468 on March 22, 2021 against i) PIN: 26535-0187 LT, being municipal address 146 Brock Street North, Whitby; and ii) PIN: 26535-0209 LT and PIN: 26535-0186 LT, being municipal address 132 Brock Street North, Whitby.

The principal amount charged was \$2,800,000 with interest at 12 per cent per annum, payable monthly, not in advance, balance due April 1, 2022 in accordance with a Commitment letter between the Chargors, Guarantors, and the Chargee dated March 18, 2021. Standard Charge terms 200033.

The Additional Provisions annexed and incorporated to the Charge provide for the appointment of a receiver by the Chargee in the event of default.

5. Assignment of Rents

A Notice of Assignment of Rents for PIN: 26535-0187 LT and PIN: 26535-0209 LT, 146 Brock Street North, Whitby, was duly registered as Instrument No. DR1984469 on March 22, 2021 by 11250396 Canada Inc. and Cacoeli Whitby LP as assignors in favour of Cosman Mortgage Holding Corp.

A Notice of Assignment of Rents for PIN: 26353-0186 LT, 132 Brock Street North, Whitby, was duly registered as Instrument No. DR1984470 on March 22, 2021 by 11250396 Canada Inc., 11275127 Canada Inc., and Cacoeli Whitby LP as assignors in favour of Cosman Mortgage Holdings Corp.

6. Title Search

We have conducted land titles searches against Cacoeli Whitby LP, 1120396 Canada Inc., and 11275127 Canada Inc. for the relevant parcels.

The aforementioned Mortgage Charge in favour of Cosman Mortgage Holding Corp. appears to have been duly registered against the parcels described in the aforesaid PINs in accordance with the *Mortgages Act*.

Attached as Schedule "C" is a general parcel review with brief comments.

Specific note should be made of Instrument No. DR2120831 registered by the owners 11250396 Canada Inc., 11275127 Canada Inc. and Cacoeli Whitby LP, as an Application to Annex Restrictive Covenants, namely to have an entry made on the Register for the following restriction: “No Transfer, charge or other dealings, either directly or indirectly by the registered owners of any of their interest in the lands described hereon or any part thereof, shall be created, registered or occur without the prior consent of Terra Bona Developments Ltd. (“Terra Bona”) in accordance with a Development Management Agreement dated February 4, 2021”. We have reviewed a copy of said Development Management Agreement between Terra Bona and the Owner, which itself was not registered on title, so accordingly we cannot fully comment or confirm its validity or enforceability. We note however, that paragraph 10.2 states that the “...Owner hereby irrevocably covenants and agrees that the Development Management Fee and the Bonus Density shall and do form an equitable interest in favour of the Manager as against the Owner’s interest and/or equity in the Property...” We also note that paragraph 10.3 states that “...Owner shall forthwith upon signing this Agreement apply to the Land Registrar...to the effect that no transfer shall be made or any charge or mortgage created in respect of all or any part of the Property unless the consent of the Manager is given to the proposed transfer or to the creation of such charge of the Property...” You have provided us with copies of Consents signed by Terra Bona for the registration of the first and second mortgages against title. We further note that Terra Bona Developments Ltd. have registered a lien claim limited to the amount of \$135,215 against the described parcels.

7. Qualifications

The enforceability of the Security Documents is also subject to the following qualifications which arise under the laws of general application:

- i) the effect of any applicable bankruptcy, insolvency, reorganization, preference, moratorium, liquidation, or similar laws relating to or affecting creditors’ rights generally;
- ii) the equitable and statutory powers of the courts to stay proceedings before them;
- iii) the execution of judgments and equitable remedies, such as specific performance and injunctions, which are available only at the discretion of a court of competent jurisdiction;
- iv) section 95 of the BIA - being an obligation that is incurred, or a charge on property that is made in favour of a creditor with a view to giving that creditor a preference is void as against the Trustee if it is made during the period beginning on the day that is three (3) months before the date of the initial bankruptcy event and ending on the date of bankruptcy, if the creditor and the debtor are dealing at arms’ length; or, during the period beginning on the day that is twelve (12) months before the date of the initial bankruptcy event and ending on the date of bankruptcy, if the creditor and debtor are not dealing at arms’ length.

On the basis of the above and subject to the qualifications and caveats noted herein, we opine that the Secured Party has good and valid security under the PPSA and the Mortgages Act, for the security contained in the documents referred to above as against the Receiver, save that the enforcement of the Secured Party’s remedies under the PPSA and Mortgages Act are subject to whatever equitable rights exist between the Secured Party and the Borrower concerning the execution, granting of security or

advancing of funds which we are not aware of or have not been made privy to at the date of this opinion.

We would be pleased to discuss with you in more detail any of the matters referred to in this report.

Regards,

Calvin Ho

CH/sys

SCHEDULE 'A'

1. General Security Agreement dated March 21, 2021, between Cacoeli Whitby LP by its general partner, 11250396 Canada Inc. and Cosman Mortgage Holding Corp.
2. General Security Agreement dated March 21, 2021 between 11275127 Canada Inc. and Cosman Mortgage Holding Corp.
3. General Security Agreement dated March 21, 2021 between 11250396 Canada Inc. and Cosman Mortgage Holding Corp.
4. Mortgage Charge from Cacoeli Whitby LLP by its general partner 11250396 Canada Inc. and 11275127 Canada Inc. to Cosman Mortgage Holding Corp., registered in the amount of \$2,800,000 as Instrument No. DR1984468 on March 22, 2021 over municipal address 146 Brock Street North, Whitby, ON; PIN 26535-0187 LT; and PIN 26535-0209 LT; and PIN 26535-0186.
5. Notice of Assignment of Rents from Cacoeli Whitby LP by its general partner 11250396 Canada Inc. to Cosman Mortgage Holding Corp. registered as Instrument No. DR1984469 for municipal address 146 Brock Street North, Whitby, ON, PIN 26535-0187 LT; and PIN 26535-0209 LT.
6. Notice of Assignment of Rents from Cacoeli Whitby LP by its general partner 11250396 Canada Inc. and 11275127 Canada Inc. to Cosman Mortgage Holdings Corp. registered as Instrument No. DR1984470 for municipal address 132 Brock St. N, Whitby, ON, PIN26535-0186 LT; PT LT 2-3 PL H50030 Whitby as in D552683 T/W D552683; Town of Whitby.

SCHEDULE 'B'**ONTARIO PERSONAL PROPERTY SECURITY SEARCH**

Secured Party	File No.	Collateral Classification	Registration No.	Expiry
Cosman Mortgage Holding Corp.	770769063	inv/equip/accts/other/mv	20210322 1025 1862 3811	03/22/2026

SCHEDULE "C"

General Parcel Review



Cosman Mortgage Capital Corporation
 95 Barber Green Road, Suite 100
 Toronto, Ontario
 M3C 3E9

087
 Office: 1-888-594-5326
 Fax: 647-689-4631
Jason@cosmanmortgage.ca
<https://cosmanmortgage.ca>

DISCHARGE STATEMENT

TO: Cacoeli Whitby LP, 11250936 Canada Inc., and 11275127 Canada Inc, (collectively, the "Borrowers") (collectively, the "Borrowers")

RE: Cosman Mortgage Holding Corp. (the "Lender") \$3,200,000.00 first mortgage loan to Cacoeli Whitby LP and 11275127 Canada Inc. (the "Borrower") guaranteed by 11250396 Canada Inc. and 11250493 Canada Inc. being (the "Corporate Guarantors") and Jedidiah Liu, Kasey Wong and Mark Bui being (the "Personal Guarantors") secured by a First Charge on real property municipally known as 132 Brock Street North, Whitby ON [being PIN 26535-0186] and 146 – 152 Brock Street North, Whitby ON [being PINs 26535-0187 and 26535-209] (collectively, the "Property") (the "Property")

Discharge Date: July 25, 2025

The amount required to discharge the above mortgage as at July 25 2025 is as follows:

Principal Amount as at June 5, 2025	\$3,200,000.00
Interest	\$1,021,372.82
Interest on Overdue Amounts Owing	\$212,560.27
Missed Payment Fee	\$13,221.00
Remaining Forbearance Fee Owing to the Lender	\$11,717.17
Issue Demand Letter	\$508.50
Failure to provide insurance upon renewal letter	\$508.50
Failure to provide proof of realty taxes from renewal letter	\$508.50
Demand Fee	\$508.50
NITES Fee	\$508.50
Lender hourly charge	\$8,362.00
Lender Commencing Legal Action	\$92,001.00
Interest Per Diem from July 1 2025 to July 25 2025	\$40,000.00
TOTAL OWING UNDER THE CHARGE:	\$4,601,776.76

Funds may be paid by wire transfer or certified funds to Devry Smith Frank LLP, in Trust. Please provide proof of deposit as soon as the advance is completed.

This statement includes all interest until July 25th, 2025. Please add \$1,600.00 for each additional day the discharge funds are not received.

Legal Fees and Disbursements incurred by the Lender are excluded from this statement. Ongoing legal fees will be added to the Indebtedness secured by the mortgage.

Cosman Mortgage Holding Corp.

Per: Jason Cosman

Title: President

I have authority to bind the corporation

Court File No. CV-24-00723457-00CL
Estate No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC., AND 11250396 CANADA INC.

Respondents

A F F I D A V I T

I, Angela K. Pollard, of the City of Richmond Hill, in the Province of Ontario, make oath and say that:

1. I am the President of Pollard & Associates Inc., the Court Appointed Receiver (the “**Receiver**”) over all of the assets, undertaking and property, of 11250396 Canada Inc., in its capacity as general partner of Cacoeli Whitby LP and 11275127 Canada Inc., including, without limitation, the lands and premises municipally known as 132 Brock Street North and 146-152 Brock Street North Whitby, Ontario (collectively, the “**Real Property**”) and as such have personal knowledge of the matters hereinafter deposed to, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Receiver has prepared a summary of the work performed in connection with its appointment as Receiver detailing its services rendered up to and including July 4, 2025. Attached hereto and marked as Schedule A to this Affidavit is a copy of the summary of the work performed.
3. A total of 205.6 hours have been spent for a total fee of \$141,028.75 plus HST of \$18,333.74 for a total of \$159,362.49.

4. The total time spent including July 4, 2025 was as follows:

TOTAL TIME:

Name	Hours	Rate	Value
Angela K. Pollard	171.1 hrs	700.00 - 750.00	\$ 125,340.00
Jennifer La Rosa	3.3 hrs	600.00-650.00	2,055.00
Michael La Rosa	31.2 hrs	425.00 - 450.00	13,633.75
	205.6 hrs		\$ 141,028.75
HST			\$ 18,333.74
TOTAL			\$ 159,362.49

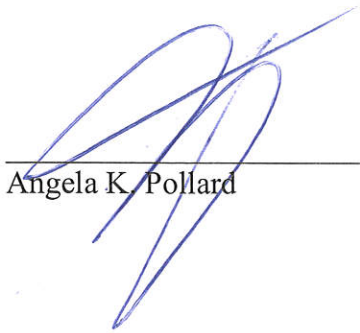
5. The Receiver’s fees for the period from July 4, 2025 up to and including the completion of the file will be billed at the Receiver’s standard rates in effect. On the basis that there will be no opposition in this matter, and barring unforeseen circumstances, I estimate that those fees will not exceed \$5,000 plus HST.

6. This Affidavit is made in support of a Motion by the Receiver to, inter alia, approve the Receipts and Disbursements of the Receiver and its accounts.

Sworn before me at the)
))
City of Richmond Hill,)
))
In the Province of Ontario,)
))
this 7th day of July, 2025)

MJR

A Commissioner, etc.



Angela K. Pollard

MICHAEL JAMES LA ROSA, A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
FOR POLLARD & ASSOCIATES INC.
EXPIRES OCTOBER 24, 2027.

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
2-Jul-24	email from Mason to court	0.1	70.00	akp
5-Jul-24	review consent to act and execute	0.3	210.00	akp
2-Aug-24	email from mason re court request form, email from court re hearing date	0.2	140.00	akp
8-Aug-24	review correspondence re motion	0.2	140.00	akp
11-Aug-24	email with Jason re documents	0.2	140.00	akp
12-Aug-24	discussion with Jason, review correspondence, discussion with counsel security,	1.3	910.00	akp
21-Aug-24	attendance in court, adjournment	1.5	1,050.00	akp
30-Aug-24	attendance in court re appointment, discussion with Oren	1.8	1,260.00	akp
1-Sep-24	discussion and review correspondence with counsel	0.6	420.00	akp
3-Sep-24	email with Jedidiah re debts	0.2	140.00	akp
4-Sep-24	review insurance policy with co-operators, obtain information in reference to creditors from company	0.8	560.00	akp
4-Sep-24	email with first brook re insurance, prepare survey form, discussion with broker	0.7	490.00	akp
5-Sep-24	Website creation and upload for new file	2.0	850.00	ml
5-Sep-24	prepare 245 & 246 notices, email with counsel, discussion with Jed re creditors and details re loans, emails with Jed	1.7	1,190.00	akp
6-Sep-24	Visitation of property - initial walk around and photos	3.5	1,487.50	ml
6-Sep-24	insurance certificate, attendance at property, meeting with Jed, discussion re various issues	4.0	2,800.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
8-Sep-24	creditors list, documents from court re service list	0.5	212.50	ml
9-Sep-24	notice to creditors, email to counsels re 245 & 246 notice, execute banking documents, discussion with Peter Chan and review quote re appraisal, email from Chan, review insurance policy	1.4	980.00	akp
10-Sep-24	mailing notice to creditors	0.6	255.00	ml
10-Sep-24	email to the service list , email with Jed re legal action against Hansalex how receivership effects actions, discussion with Jed, email with Strachan, provide property information,	1.2	840.00	akp
11-Sep-24	email with Jason, meeting with Cosman and counsel, review material from Jason re OPA, email with Strachan re listing proposal, provide information, review old appraisal from Cosman,	2.6	1,820.00	akp
11-Sep-24	Meeting with Oren and Jason	0.6	255.00	ml
12-Sep-24	email and discussion with Ferris re outstanding account, email with Jed, email with Strachan	0.8	560.00	akp
12-Sep-24	Property tax review and call with the city of Whitby, emails with Jed and Jason,	1.0	425.00	ml
13-Sep-24	email with Jason re receiver certificate, email to Jason re property tax arrears,	0.4	170.00	ml
13-Sep-24	review documents from Ferris, account info from bank, execute acknowledgement and direction, discussion with counsel re registration of order,	1.1	770.00	akp
14-Sep-24	copies of the leases to Strachan	0.3	210.00	akp
15-Sep-24	prepare draft APS, email from Stachan	1.8	1,260.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
16-Sep-24	review notice of receiver from OSB, review registration, prepare and execute receiver certificates, discussion with counsel, email and discussion with Chisholm re project	1.6	1,120.00	akp
17-Sep-24	email from Strachan re lease comments	0.2	140.00	akp
18-Sep-24	email with Jed re HST returns, review returns, email with Strachan re roll number, status of proposal	0.7	490.00	akp
20-Sep-24	email with Strachan	0.2	140.00	akp
23-Sep-24	email with Chisholm	0.1	70.00	akp
24-Sep-24	email with Chisholm re meeting, email with Ho re PINS, review listing proposal and discussion re project with Strachan, discussion with counsel	1.6	1,120.00	akp
25-Sep-24	draft APS, discussion with counsel and review revisions, email with Chisholm re value of the property, and project status, email from Strachan re other property sale in area, email with Ho re updated schedule	3.2	2,240.00	akp
26-Sep-24	discussion with owner of jacked up coffee, review insurance certificate, meeting with Chisholm, email with Ho, email with Oren re construction lien	1.1	770.00	akp
26-Sep-24	Meeting with Kory Chisholm - planning consultant	0.3	127.50	ml
27-Sep-24	Appraisal	0.1	42.50	ml
27-Sep-24	email from Strachan	0.1	70.00	akp
30-Sep-24	emails with Oren re terra bona statement of claim and consent to grant re second mortgage, email with Jed re insurance	0.6	420.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
6-Oct-24	email with Jed, review details re rent	0.4	280.00	akp
7-Oct-24	email with Stachan re listing and email re pins, various changes to listing agreement, APS comments, email with Ho, dealing with PINs	0.9	630.00	akp
8-Oct-24	email with Ho re listing agreement, discussion and email with Strachan re changes to listing agreement, discussion with Strachan, making changes to agreement,	1.1	770.00	akp
9-Oct-24	email with Ho re listing agreement, discussion re commission, changes to listing agreement, execute the same, email with Strachan, email with Jed	1.2	840.00	akp
10-Oct-24	email with Jed, email with Strachan	0.3	210.00	akp
13-Oct-24	review statement of claim re Terra Bona lien, amount of claim,	0.6	420.00	akp
16-Oct-24	correspondence re costs to prepare tax returns and HST returns, review email from accountant	0.6	420.00	akp
21-Oct-24	emails with Alastair updates on property listing	0.1	42.50	ml
24-Oct-24	email with Strachan re sign, discussion with Strachan	0.2	140.00	akp
28-Oct-24	review security opinion from counsel, discussion with counsel re advances, review registration summary prepared by counsel, email with Jed re winter property, discussion with Gibson re client, provide information requests to Gibson, discussion with Calvin, review restrictive covenant	2.0	1,400.00	akp
28-Oct-24	emails with Alastair marketing packages	0.1	42.50	ml
30-Oct-24	provide information to James re application	0.1	70.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
31-Oct-24	Meeting with second mortgage lawyer	0.5	212.50	ml
1-Nov-24	review of second mortgage documents, demand letter, meeting with Jason, update on proceedings, review snow removal and salt service options with Green Block, emails with Alastair updates on property listing	1.8	765.00	ml
1-Nov-24	email with Jed	0.1	70.00	akp
4-Nov-24	email with Jed re OLT submissions and review of the same	0.6	420.00	akp
5-Nov-24	email with Jed re second mortgage	0.1	70.00	akp
6-Nov-24	Green Block contract and insurance review, review contract	1.5	637.50	ml
6-Nov-24	email with Gibson and Gionet re Terra Bona lien and discussion with Gibson, in email Gionet re service list, advising of legal counsels, providing lien claim, execute snow removal agreement	1.8	1,260.00	akp
8-Nov-24	discussion with Mills re legal action	0.3	210.00	akp
8-Nov-24	Meeting with Miller Thompson lawyer Craig Mills Mitchell Lightowler	0.3	127.50	ml
14-Nov-24	discussion with Strachan, email re potential purchaser discussion re financing, email with Jed re miller thomson, review architectural information from IBI, discussion with Jed re action	0.9	630.00	akp
15-Nov-24	email to Jason re potential purchaser financing, discussion with Jason re any interest in providing financing, discussion with potential purchaser, discussion with Strachan re interest in property	1.1	770.00	akp
19-Nov-24	email with Jason	0.1	70.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
18-Nov-24	discussion with Strachan re interest in property, consider price reduction to gain traction, review opinion report re Hansalex from Jed	1.5	1,050.00	akp
20-Nov-24	emails from Strachan re potential purchaser and price reduction	0.3	210.00	akp
21-Nov-24	discussion with Strachan, execute reduction in price, email with Ho	0.6	420.00	akp
22-Nov-24	email with Strachan re interested party,	0.2	140.00	akp
25-Nov-24	discussion and email with Strachan re interested party and request for financing	0.3	210.00	akp
27-Nov-24	email re timing of tax filings and hst pre-receivership, email with Jed	0.2	140.00	akp
28-Nov-24	email with Jed re snow removal and APS, email with Strachan, email from Lightowler outlining the court time and costs, requesting meeting	0.7	490.00	akp
29-Nov-24	discussion with possible purchaser, forwarding information to Strachan	0.3	210.00	akp
2-Dec-24	update from Strachan re calls and interest	0.2	140.00	akp
3-Dec-24	email to Gibson re meeting with miller thomsom and costs to continue action, discussion to Gibson re the same, review correspondence from Gibson	0.5	350.00	akp
4-Dec-24	Meeting with Miller Thompson lawyer re possible adjournment of court case	0.3	106.25	ml
4-Dec-24	email from Jed re property	0.1	70.00	akp
6-Dec-24	review tax returns, execute the same	0.8	560.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
7-Dec-24	email with Jed re municipal lawyer, value of the application, review OLT-24-000115 proceedings, discussion with Jed re rezoning and various issues	1.6	1,120.00	akp
8-Dec-24	review tax returns, execute the same, emails with Maenpaa re various HST issues	1.6	1,120.00	akp
9-Dec-24	emails with accountant re HST returns, email with Cheeseman	0.5	350.00	akp
10-Dec-24	review email re timelines for the hearing, and the costs associated with the same, meeting with Fleming and Cheeseman, review documents and applicate, review outstanding account and costs going forward	1.6	1,120.00	akp
10-Dec-24	Meeting with Russel Cheesman lawyer for the number companies, time table	1.2	510.00	ml
11-Dec-24	update from Strachan, email with Maenpaa re tax returns and HST filing	0.7	490.00	akp
12-Dec-24	call with CRA re tax filings, email with Maenpaa	0.4	280.00	akp
15-Dec-24	tax return filing confirmation	0.2	140.00	akp
16-Dec-24	email with agent, providing information requested	0.5	212.50	ml
17-Dec-24	email with accountant and Jed, email with Alastair	0.3	210.00	akp
18-Dec-24	emails with Alastair updates on property listing and contact info for tenants	0.1	42.50	ml
20-Dec-24	email with Alastair re potential buyer	0.2	140.00	akp
24-Dec-24	update with Strachan re purchaser and mortgage, discussion with Strachan	0.6	420.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
27-Dec-24	review email from Oren re legal action, discussion with Oren re inspection to Miller Thompson to adjourn, review documents	1.5	1,050.00	akp
31-Dec-24	email with Alastair re update re buyer, discussion with Alastair	0.2	140.00	akp
6-Jan-25	email to Oren re documents from Dunn's client, email with Dunn re documents, review invoices re terra bona and termination invoice, prepare summary, review agreement	1.7	1,275.00	akp
7-Jan-25	email from Cosman	0.1	75.00	akp
8-Jan-25	email from Xilias, email re meeting	0.1	75.00	akp
9-Jan-25	Meeting with Jason and Gus updates on proceedings ,	0.4	180.00	ml
9-Jan-25	email from Gibson, discussion re sale process and provide update, meeting with Jason & Gus, prepare for meeting, email with Ho, email with Alastair re price reduction	1.7	1,275.00	akp
10-Jan-25	email with Strachan re Weston proposal to potential purchasers, review correspondence, discussion with potential purchaser re due diligence and information available, review documents from Jed re DMA	1.3	975.00	akp
12-Jan-25	review NOA	0.1	75.00	akp
13-Jan-25	discussion with co-operators re insurance renewal, emails with Alastair re potential buyer	0.4	300.00	akp
14-Jan-25	email to Jed	0.1	75.00	akp
20-Jan-25	interim SRD, email with Cosman re update on expenses to date and status of the file	1.2	900.00	akp
21-Jan-25	filing HST returns	0.6	450.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
23-Jan-25	emails with Alastair re status	0.2	150.00	akp
30-Jan-25	discussion with Strachan, discussion price reduction, execute documents	0.7	525.00	akp
3-Feb-25	discussion with Strachan re interest in property	0.4	300.00	akp
7-Feb-25	review documents served by OSC, discussion with counsel re various issues, discussion with Oren, discussion with Calvin re Whitby	1.1	825.00	akp
8-Feb-25	email with Calvin	0.2	150.00	akp
9-Feb-25	email with Ms. Leung re access to documents	0.1	75.00	akp
10-Feb-25	email from OSC, email re availability for meeting, discussion with counsel review of application of OSC	1.2	900.00	akp
11-Feb-25	email with Chaimovitch and Ho re separation of assets, email with Maenpaa re HST and T2 returns, review email from Oren to OSC re overlap, discussion with Calvin re appearance, review emails, dealing with service issues, email with Calvin re orders, review correspondence from Calvin, email from hansen Wong re meeting, review various emails re OSC action and the involvement of Whitby receivership	2.7	2,025.00	akp
12-Feb-25	review aide memoire from Bieber, meeting re application and Whitby property, email from Jed, email from Joseph La Madrid, review documents from Mason, review documents from Maenpaa, conference call with counsel and Oren	2.6	1,950.00	akp
12-Feb-25	email and phone discussion with tenant re: lease and rent payments	1.5	675.00	ml

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
13-Feb-25	email with Oren, review documents, discussion with Calvin re attendance, review material filed by Clifton Blake, email with Maenpaa re HST, details from Maenpaa, email to Ms. Botejue re counsel and service,	1.6	1,200.00	akp
14-Feb-25	emails with Oren and counsel re hearing, update re hearing, Calvin providing copy of endorsement and exclusion of Whitby	0.8	600.00	akp
16-Feb-25	email with Jed re insurance renewal	0.1	75.00	akp
17-Feb-25	bank statements	0.2	150.00	akp
18-Feb-25	email from appraiser	0.1	75.00	akp
20-Feb-25	discussion with Rachel re insurance renewal	0.5	375.00	akp
23-Feb-25	prepare interim SRD and 246(2) notice	1.8	1,350.00	akp
24-Feb-24	email from insurance company with renewal, emails from Jed re property taxes notices, fwd. statements and review of same, update from Alastair re potential buyers, email with Cosman to pay property taxes, email from Jed re water accounts	1.2	900.00	akp
26-Feb-25	email from Alastair re possible rental of unit for a short period, discussed with Alastair	0.4	300.00	akp
27-Feb-25	prepare and execute receivers certificate for property taxes, email with Cisman for funds, email with Alastair, email to possible buyer of property, discussion with possible buyer	0.7	525.00	akp
28-Feb-25	email with Alastair re possible buyer, request to discuss mortgage with Cosman, provide information	0.3	225.00	akp
3-Mar-25	email with Liu, email from Cosman re transfer	0.4	300.00	akp
5-Mar-25	email with tenant for March rent payments	0.1	45.00	ml

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
6-Mar-25	email with Jed, discussion with Alastair re possible buyer letter of intent	0.4	300.00	akp
7-Mar-25	review Letter of Intent, various issues and purchase price	0.5	375.00	akp
8-Mar-25	email to Cosman re letter of intent and vendor financing, email with Calvin re the LOI and various issues, email with Alistair re LOI and timing of response	0.6	450.00	akp
10-Mar-25	review LOI with Cosman to see interest re financing, discussion with Calvin re purchase price, email from Alastair re environmental notices from 2020 and review the same,	1.2	900.00	akp
11-Mar-25	email with Calvin re potential purchase, re draft APS, review draft APS, email with potential purchaser	0.9	675.00	akp
12-Mar-15	discussion with Town APS	1.5	675.00	ml
12-Mar-25	discussion with Bui re receivership status and various issues, discussion with the Town re APS and terms with counsel, discussion with counsel, review correspondence from Alastair to potential purchaser, providing APS word format and order of justice Penny to purchaser, potential purchaser requesting details, discussion with counsel	3.6	2,700.00	akp
13-Mar-25	review supplementary materials filed, providing information to potential purchaser re banking	0.4	300.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
14-Mar-25	review updated APS , review email from Francesco re various issues and request for information re landlord, email from Alastair re updated APS, discussion with Alastair, email with Calvin, call with potential purchaser re APS, meeting with Town, discussion with Calvin, town to make various changes to reflect discussions, email from town	3.6	2,700.00	akp
15-Mar-25	review various issues with draft APS, review email from Town re changes made and various issues remaining, email to Calvin re meeting, meeting with Calvin to discuss changes, email with Alastair re APS	1.8	1,350.00	akp
16-Mar-25	email to town, counsel and Alastair re further changes to the APS for meeting, email from Funwing,	1.2	900.00	akp
17-Mar-25	review of correspondence from Michael Gayed re slip and fall from June 19, 2023, meetings with town re terms of APS, discussion with Wierdsma re environmental reports, obtaining copies of reports from 2022, 2020 and the notice of not in accordance from the Ministry 2022, review geotechnical reports prepared by GHD, email with Calvin re reports, providing reports to Town, review version 7 of the APS, second meeting with Town, review version 8 of the APS from the town,	4.2	3,150.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
18-Mar-25	review version 8 of the APS, deal with final changes to the APS, discussion with the Town and counsel, email with Calvin to go over changes, advising the town of an issue with the update provided, email from Town to correct issue, changes to be made to reflect discussions, advising town changes are good, final review of APS and execution of APS, forward to town, town fwd deposit review language proposed with notice of proposed property acquisition from Funwing, provide comments, and understanding of process, timing of public announcement, advising Cosman of offer accepted, advising Jed of APS	4.8	3,600.00	akp
19-Mar-25	email with Scott re property tax payment and wire of deposit, acknowledging deposit with the Wong , email to Wierdsma re environmental reports and discussions with Wierdsma and the town re environmental issues, discussion with engineer, email to service list execution of APS, discussion with Gibson and email, fwd appointment order to Wierdsma at GHD	3.9	2,925.00	akp
20-Mar-25	emails with Gibson	0.2	150.00	akp
24-Mar-25	review Town of Whitby by-law, discussion with Town	0.9	675.00	akp
25-Mar-25	correspondence from Scott re firming transaction, waiver of conditions, discussion with Scott, review By-Law	1.1	825.00	akp
26-Mar-25	follow up with one tenant for rent	0.1	45.00	ml
26-Mar-25	review email from Calvin re action slip and fall, meeting with counsel re aps and vesting order	0.6	450.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
27-Mar-25	email with Bui re obtaining court date, providing service list to Calvin, email with Scott, town re timing of approval of APS, review correspondence from Town	0.7	525.00	akp
30-Mar-25	email from Walsh re closing transaction, providing Calvin contact info	0.2	150.00	akp
1-Apr-25	email from appraiser	0.1	75.00	akp
8-Apr-25	email from Alastair with complete summary of parties and activities, review the same	1.5	1,125.00	akp
9-Apr-25	email with Calvin re motion, discussion re osc proceedings	0.6	450.00	akp
15-Apr-25	email from Jed	0.1	75.00	akp
17-Apr-25	brief review of responding application	0.3	225.00	akp
18-Apr-25	property inspection report, review photos	0.4	300.00	akp
21-Apr-25	emails between counsels re court attendance not required and discussions, discussion with counsel	0.3	225.00	akp
22-Apr-25	email from Gibson, advising conditions waived, email to service list re court date for approval of APS,	0.7	525.00	akp
25-Apr-25	review some docs served	0.5	375.00	akp
26-Apr-25	email with counsel, providing consent to Calvin, discussion with counsel	0.4	300.00	akp
28-Apr-25	email with Walsh re material presented to the court, email with Scott re information and material, scheduling meeting with Town, suggested closing date of week of June 2nd, various emails with town, review of defence filed re action against companies	2.8	2,100.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
30-Apr-25	prepare draft report to court, email from Santguida re confirmation from OLT and review correspondence, meeting with Town re closing, notice and procedures, review draft security opinion, email to Walsh	5.0	3,750.00	akp
1-May-25	update draft report to court, email with Scott re waiver , prepare summary of offers, update service list and fwd to Calvin, discussion with counsel re closing requirements	3.4	2,550.00	akp
1-May-25	assist with preparation of schedules	2.0	900.00	ml
2-May-25	email with Walsh re closing date confirmation and acceptance	0.3	225.00	akp
3-May-25	draft report to court	2.2	1,650.00	akp
4-May-25	update report to court, review changes	1.6	1,200.00	akp
4-May-25	review report to court, provide comments	1.8	1,080.00	jl
5-May-25	review changes from Calvin re report, finalize report to court, finalize schedules, discussion with Calvin	4.6	3,450.00	akp
5-May-25	report to court schedules	3.2	1,440.00	ml
6-May-25	email with tenant for May rent payments	0.1	45.00	ml
6-May-25	email from Calvin re application record and advising of changes of counsel	0.2	150.00	akp
7-May-25	email with counsel and review of notice of motion, review service list	0.5	375.00	akp
8-May-25	review updated notice of motion from Calvin, discussion with Calvin	0.6	450.00	akp
9-May-25	email with Calvin	0.2	150.00	akp
12-May-25	discussion with counsel re motion	0.3	225.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
14-May-25	review factum, discussion with counsel re factum and service	0.7	525.00	akp
15-May-25	Website update: Motion record	0.4	180.00	ml
20-May-25	email with Town, discussion with town re clean up	0.5	375.00	akp
20-May-25	Property clean up arrangements	1.0	450.00	ml
21-May-25	rescheduling clean up services for bad weather	0.2	90.00	ml
21-May-25	review material re court, attendance in court, discussion with counsel	1.2	900.00	akp
22-May-25	website update: ancillary and Approval and vesting order	0.7	315.00	ml
23-May-25	email with town re timing of clean up	0.2	150.00	akp
24-May-25	email with Ho re review of lien and court date	0.2	150.00	akp
26-May-25	email with Gibson	0.1	75.00	akp
27-May-25	visitation of property for junk clean up	3.5	1,575.00	ml
29-May-25	discussion with counsel re closing and information required, email with Dunn re orders	0.6	450.00	akp
30-May-25	email from Sera re arrears re water, email with Scott re tax certificates	0.3	225.00	akp
2-Jun-25	email from Oren re material osc, review documents, email to advise parties of Calvin's passing	0.5	375.00	akp
3-Jun-25	review statement of adjustments, discussion with counsel	0.4	300.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
4-Jun-25	executed and review various closing documents, make changes to documents, email with counsel, email with Reed	0.6	450.00	akp
4-Jun-25	commission documents for closing	0.4	180.00	ml
5-Jun-25	execute closing documents, review documents, discussion with Town re closing, discussion with counsel, execute receivers certificate	1.7	1,275.00	akp
5-Jun-25	commission documents	0.5	225.00	ml
6-Jun-25	email with order to Alastair for office	0.2	150.00	akp
7-Jun-25	attendance at bank re receiver certificate payment, issue cheque re commission, email to town re water accounts and payments, email to Jed re sale completed and advising cancellation of insurance	0.8	600.00	akp
7-Jun-25	email with tenants to notify sale of property	0.2	90.00	ml
9-Jun-25	discussion with CRA re HST, review hst certificate and indemnity from purchaser, email with counsel	0.8	600.00	akp
10-Jun-25	review reporting letter from counsel re sale transaction, dealing with water accounts, discussion with Scott re water accounts and providing information	1.2	900.00	akp
11-Jun-25	review cancelation of insurance, request refunds, email with counsel re court date	0.1	75.00	akp
12-Jun-25	copies of accounts from counsel, review same	0.7	525.00	akp
16-Jun-25	email with town re water account information for records and confirmation of payment	0.5	375.00	akp

Cacoeli Whitby LP

WIP

Date	Description	Time	Amount	Person
18-Jun-25	email with Reed re court request form, email with Jed and Bui requirement re court request form, discussion with Bui	0.6	450.00	akp
19-Jun-25	email from town re outstanding hydro accounts, advising not part of the APS, not a charge on land, email with counsel and review correspondence from counsel	0.5	375.00	akp
20-Jun-25	email and discussion with Victoria re town re hydro accounts not part of the APS and not priority, email from Scott	0.5	375.00	akp
24-Jun-25	notice of change of counsel, review security opinion re lien,	0.1	75.00	akp
28-Jun-25	email to town to confirm all matters completed re section 6.1(f), prepare draft report to court	7.5	5,625.00	akp
29-Jun-25	draft report to court , draft SRD's	2.3	1,725.00	akp
29-Jun-25	review report to court	1.5	975.00	jl
30-Jun-25	review comments made by counsel, update report to court, update SRD, email to town	2.8	2,100.00	akp
2-Jul-25	update report to court, discussion with Town and email re OLT, review draft letter	1.2	900.00	akp
3-Jul-25	prepare ltr to Town re OLT, review affiv of counsel	0.9	675.00	akp
4-Jul-25	prepare affidavit of time, finalize SRD's and report to court	1.7	1,275.00	akp
		<u>205.6</u>	<u>\$ 141,028.75</u>	

Court File No.: CV-24-00723457-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

COSMAN MORTGAGE HOLDING CORP.

Applicant

and

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

**AFFIDAVIT OF CHRIS REED
(Affirmed 8 July 2025)**

I, Chris Reed, of the City of Toronto, AFFIRM:

1. I am a lawyer with the law firm Laishley Reed LLP (“LR”), counsel for Pollard & Associates Inc., in its capacity as receiver and manager (in such capacity, the “**Receiver**”). As such, I have knowledge of the matters below, except where otherwise stated. Where my evidence is based upon information and belief, I have stated the source of my information and it to be true.

2. Attached and marked as **Exhibit A** are copies of each account issued by LR for the period commencing 12 August 2024 and ending 2 July 2025 with respect to the fees, disbursements and HST for services to the Receiver. The aggregate amount is \$27,438.80. Much of the time on these accounts is that of Calvin Ho. Mr. Ho died on 25 May 2025. I believe that the accounts he prepared are accurate and fair.

3. I anticipate that LR will further incur fees and disbursements in the amount of \$5,000.00, plus HST, pending discharge of the Receiver.

AFFIRMED BEFORE ME: in person by video conference

at the City of Toronto on 8 July 2025.



Signature of Commissioner *(or as may be)*

MATTHEW MORDEN



Signature of Deponent

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
CHRIS REED AFFIRMED BEFORE ME
THIS 8TH DAY OF JULY 2025



A Commissioner, etc.

MATTHEW MORDEN

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

September 30, 2024

File #: 76187

Invoice #: 23847

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending September 30, 2024, which include:

FEES

				Rate
2024-08-12	Communications with A. Pollard re: creditor's security;	CJH	0.50	525.00
2024-09-01	Receipt of receivership Order from A. Pollard; communications with A. Pollard re: scope of Order; review re: real property;	CJH	1.10	525.00
2024-09-05	Communications re: registration of receivership Order on title;	CJH	0.30	525.00
2024-09-13	Communications with A. Pollard re: pre-approval for registration of Order on title; to attendance to execution of acknowledgment/direction for registration on title;	CJH	0.40	525.00
2024-09-16	Confirmation of registration of receivership Order on title; communications with A. Pollard;	CJH	0.30	525.00
2024-09-24	Review re: pins for property descriptions; communications with A. Pollard;	CJH	0.50	525.00
2024-09-25	Review draft APS for property; communications with A. Pollard re: revisions;	CJH	1.20	525.00
	Total FEES		4.30	\$2,257.50

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	4.30	525.00	2,257.50

New Charges	\$2,257.50
HST	\$293.48
Total	\$2,550.98

112

TAXES

HST on \$2,257.50 Fees

\$293.48

HST on \$0.00 Disbursements

\$0.00

HST# 864679394RT001

Laisley Reed LLP

Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 5.3% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

October 31, 2024

File #: 76187

Invoice #: 23988

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending October 31, 2024, which include:

FEES

			Rate	
2024-10-21	Request for PPSA search;	SF	0.10	175.00
	Total FEES		0.10	\$17.50

FEE EARNER SUMMARY

Lawyer	Hours	Rate	Total
SF Schaunda Farquharson	0.10	175.00	17.50

DISBURSEMENTS

2024-10-31	Agency Fee - Taxable Inv# 101610, Agency Fee - Taxable 76187	114.00
	Total DISBURSEMENTS	\$114.00

New Charges	\$131.50
HST	\$17.10
Total	\$148.60

TAXES

HST on \$17.50 Fees	\$2.28
HST on \$114.00 Disbursements	\$14.82
HST# 864679394RT001	

Laishley Reed LLP
Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.8% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

December 31, 2024

File #: 76187

Invoice #: 24073

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending December 31, 2024, which include:

FEES

				Rate
2024-10-08	Review draft listing agreement; communications with A. Pollard;	CJH	0.60	525.00
2024-10-16	Review security documentation of Cosman Mortgage Holdings Corp.; review PPSA searches; preparation of draft opinion;	CJH	1.10	525.00
2024-10-25	Review property parcel searches; discussion with agent; preparation of draft legal opinion re: mortgage security;	CJH	1.20	525.00
2024-10-28	Discussion with A. Pollard; forward opinion;	CJH	0.40	525.00
2024-10-28	Review re: restrictive covenant; discussion with A. Pollard;	CJH	0.50	525.00
	Total FEES		3.80	\$1,995.00

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	3.80	525.00	1,995.00

New Charges	\$1,995.00
HST	\$259.35
Total	\$2,254.35

115

TAXES

HST on \$1,995.00 Fees	\$259.35
HST on \$0.00 Disbursements	\$0.00
HST# 864679394RT001	

Laishley Reed LLP

Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.8% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

February 28, 2025

File #: 76187

Invoice #: 24176

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending February 28, 2025, which include:

FEES

				Rate
2025-02-10	Receipt of communications from A. Pollard; review re: Application Record of OSC; instructions re: Notice of Appearance;	CJH	1.20	525.00
2025-02-11	Prepare Notice of Appearance, serve same and attempt to file online, review email from court, email receivership order to Commercial List Court as directed.	SC	1.00	180.00
2025-02-11	Communications with A. Pollard, O. Chaimovitch re: OSC receivership application, position;	CJH	0.60	525.00
2025-02-11	Communications with A. Pollard, O. Chaimovitch re: Notice of Appearance;	CJH	0.40	525.00
2025-02-12	Conference call with OSC, A. Pollard, O. Chaimovitch; review OSC proposed receivership order re: Cacoeli entities;	CJH	0.70	525.00
2025-02-12	Receipt and review of motion record from Clifton Blake; discussion with A. Pollard;	CJH	0.40	525.00
2025-02-14	Attendance at Commercial List re: OSC receivership application re: Cacoeli entities; communications with A. Pollard;	CJH	5.20	525.00
	Total FEES		9.50	\$4,642.50
	Discount			-\$1,142.50
	After Discount			\$3,500.00

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	8.50	525.00	4,462.50
SC	Sandra Chung	1.00	180.00	180.00

	117
New Charges	\$3,500.00
HST	\$455.00
Total	\$3,955.00

TAXES

HST on \$4,642.50 Fees	\$455.00
HST on \$0.00 Disbursements	\$0.00
HST# 864679394RT001	

Laishley Reed LLP
Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.0% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

March 31, 2025

File #: 76187

Invoice #: 24221

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending March 31, 2025, which include:

FEES

				Rate
2025-03-12	Communications with A. Pollard; conference call with Town of Whitby;	CJH	0.70	525.00
2025-03-14	Receipt and review Agreement of Purchase and Sale; review and discussion with A. Pollard;	CJH	1.10	525.00
2025-03-14	Conference call with Town of Whitby, A. Pollard re: APS, proposed revisions;	CJH	0.90	525.00
2025-03-15	Discussion with A. Pollard re: revisions to APS;	CJH	0.60	525.00
2025-03-26	Communications with A. Pollard re: conditions met for APS; communications with Commercial List Office re: scheduling motion for approval of APS, vesting order;	CJH	0.50	525.00
2025-03-27	Communications with Commercial List office; communications with O. Chaimovitch and A. Pollard re: motion scheduling; confirmation of hearing date;	CJH	0.40	525.00
	Total FEES		4.20	\$2,205.00

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	4.20	525.00	2,205.00

DISBURSEMENTS

2025-03-31	Miscellaneous Disbursements, including photocopies, postage, etc.	66.15
	Total DISBURSEMENTS	\$66.15

New Charges	\$2,271.15
HST	\$295.25
Total	\$2,566.40

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TAXES

HST on \$2,205.00 Fees

\$286.65

HST on \$66.15 Disbursements

\$8.60

HST# 864679394RT001

Lashley Reed LLP

Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.0% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

April 30, 2025

File #: 76187

Invoice #: 24260

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending April 30, 2025, which include:

FEES

				Rate
2025-04-09	Communications with A. Pollard re: confirmation of motion date; discussion with A. Pollard re: separate OSC proceedings;	CJH	0.60	525.00
2025-04-21	Review materials filed by counsel re: OSC receivership application; communications with O. Chaimovitch, A. Pollard;	CJH	0.60	525.00
2025-04-25	Review submissions from various counsel re: Cacoeli receivership application;	CJH	0.50	525.00
2025-04-26	Review re: materials for motion for Court approval; communications with A. Pollard;	CJH	0.60	525.00
2025-04-28	Review re: preparation of materials for motion for Court approval of APS, vesting order; communications with A. Pollard;	CJH	0.70	525.00
2025-04-30	Conference call with A. Pollard, Town of Whitby;	CJH	0.60	525.00
2025-04-30	Communications with A. Pollard re: content of Receiver's Report for motion for approval of APS, vesting order; review supporting documentation; review documentation re: APS;	CJH	1.20	525.00
Total FEES			4.80	\$2,520.00

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	4.80	525.00	2,520.00

New Charges	\$2,520.00
HST	\$327.60
Total	\$2,847.60

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TAXES

HST on \$2,520.00 Fees	\$327.60
HST on \$0.00 Disbursements	\$0.00
HST# 864679394RT001	

Laishley Reed LLP

Per:



Calvin J. Ho

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.0% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

May 26, 2025

File #: 76187

Invoice #: 24307

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending May 26, 2025, which include:

FEES

				Rate
2025-05-01	Communications with A. Pollard re: motion for approval of APS; discussion re: anticipated closing requirements;	CJH	0.70	525.00
2025-05-07	Preparation of draft Notice of Motion re: motion for sale approval and vesting order; communications with A. Pollard;	CJH	1.70	525.00
2025-05-08	Communications with A. Pollard; review and revise notice of motion; preparation of service list; preparation and assembly of motion record re: motion for approval and vesting order; instructions re: service;	CJH	2.60	525.00
2025-05-09	Prepare Motion Record for service and filing;	SYS	0.50	180.00
2025-05-09	Confirmation re: service of motion record; confirmation re: filing with Commercial List; discussion with A. Pollard;	CJH	0.60	525.00
2025-05-12	Preparation of draft factum for motion for approval and vesting order; communications with A. Pollard;	CJH	1.70	525.00
2025-05-13	Prepare affidavit of service of motion record, scan and page number Confidential Appendices.	SC	0.30	180.00
2025-05-13	Review and revise factum; instructions re: service;	CJH	1.10	525.00
2025-05-14	E-file motion record, affidavits of service, vesting order and ancillary order via portal; serve Factum via email, prepare affidavit of service, e-file via portal; upload all pleadings to Case Centre.	SC	0.50	180.00
2025-05-14	Communications with A. Pollard; confirmation of service and filing of factum;	CJH	0.40	525.00

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2025-05-15	Communications with Commercial List re: filing confidential appendices; discussion with A. Pollard;	CJH	0.40	525.00	
2025-05-16	Communications with Commercial List re: filing confidential appendices;	CJH	0.40	525.00	
2025-05-20	Telephone and email with Commercial List court re filing Confidential Appendices.	SC	0.20	180.00	
2025-05-20	Communications with Commercial List re: filing confidential appendices; confirmation of filing confidential appendices; communications with A. Pollard;	CJH	0.50	525.00	
2025-05-21	Preparation for and attendance at motion for approval and vesting order; obtaining approval and vesting order and ancillary order; communications with Trustee;	CJH	1.10	525.00	
2025-05-21	Telephone call with A. Pollard to discuss next steps.	CJH	0.50	525.00	
2025-05-22	Planning for closing of sale.	CJH	0.70	525.00	
2025-05-23	Further work on file to schedule court dates.	CJH	0.50	525.00	
	Total FEES		14.40		\$7,042.50

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CJH	Calvin J. Ho	12.90	525.00	6,772.50
SC	Sandra Chung	1.00	180.00	180.00
SYS	Sylvia Sauro	0.50	180.00	90.00

DISBURSEMENTS

2025-05-26	Agency Fee - Taxable - Filing Confidential Appendices at Commercial List Court			50.50
2025-05-26	Miscellaneous Disbursements, including photocopies, postage, etc.			211.28
	Total DISBURSEMENTS			\$261.78

NON TAXABLE DISBURSEMENTS

2025-05-22	Filing Fee Filing Fee 76187			339.00
	Total NON TAXABLE DISBURSEMENTS			\$339.00

New Charges	\$7,643.28
HST	\$949.56
Total	\$8,592.84

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TAXES

HST on \$7,042.50 Fees

\$915.53

HST on \$600.78 Disbursements

\$34.03

HST# 864679394RT001

Laishley Reed LLP

Per:

A handwritten signature in black ink that reads "Chris Reed". The signature is written in a cursive, flowing style.

Chris E. Reed

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.0% per annum until paid.

Pollard & Associates Inc., LIT
31 Wright Street
Richmond Hill, ON L4C 4A2

Laishley | Reed LLP

3 Church Street, Suite 505, Toronto, ON M5E 1M2
Tel: 416.981.9401 Fax: 416.981.0060

Attention: Angela Pollard

July 2, 2025

File #: 76187

Invoice #: 24371

RE: Receivership of Cacoeli Whitby LP

TO OUR PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-named matter for the period ending July 2, 2025, which include:

FEES

				Rate
2025-05-28	Discussion with A. Pollard about file status and next steps.	CER	0.20	700.00
2025-06-11	Review emails and forward to client as appropriate, Begin steps to obtain motion date for discharge.	CER	0.20	700.00
2025-06-12	Phone call and emails with A. Pollard about discharge and distribution motion and related matters.	CER	0.40	700.00
2025-06-16	Emails with client and other counsel, Begin work on lien validity opinion, Work on requesting hearing date for discharge.	CER	0.50	700.00
2025-06-18	Email Request Form to Commercial List court to obtain hearing date.	SC	0.10	180.00
2025-06-18	Emails and other work to file consent request and obtain hearing date for discharge motion.	CER	0.10	700.00
2025-06-19	Email counsel about July 25 date, Work on lien opinion, Emails with A. Pollard.	CER	0.10	700.00
2025-06-23	Begin work on motion for distribution and discharge, Instructions on Notice of Change of Lawyer.	CER	0.20	700.00
2025-06-24	Prepare Notice of Change, revise service list, serve and e-file with court.	SC	0.60	180.00
2025-06-24	Conduct full review of lien evidence and law, Prepare draft opinion and send to trustee for comment.	CER	1.00	700.00
2025-06-27	Drafting Notice of Motion for distribution and discharge.	CER	0.70	700.00
2025-06-28	Complete the drafts of discharge motion and order and send to A. Pollard for review.	CER	0.50	700.00

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2025-06-30	Review and comment on Receiver's second report, including review of underlying materials to ensure the report's accuracy, Telephone call with A. Pollard to discuss the report.	CER	1.40	700.00	
2025-07-02	Work on fee affidavit and other materials for discharge motion, Begin working on factum.	CER	1.00	700.00	
	Total FEES		7.00		\$4,536.00
	Courtesy Discount				-\$680.00
	After Discount				\$3,856.00

FEE EARNER SUMMARY

Lawyer		Hours	Rate	Total
CER	Chris E. Reed	6.30	700.00	4,410.00
SC	Sandra Chung	0.70	180.00	126.00

DISBURSEMENTS

2025-06-26	Agency Fee - Taxable Inv# 104310, Agency Fee - Taxable 76187			31.00
2025-07-02	Miscellaneous Disbursements, including photocopies, postage, etc.			115.68
	Total DISBURSEMENTS			\$146.68

New Charges	\$4,002.68
HST	\$520.35
Total	\$4,523.03

TAXES

HST on \$4,536.00 Fees	\$501.28
HST on \$146.68 Disbursements	\$19.07
HST# 864679394RT001	

Laishley Reed LLP

Per:



Chris E. Reed

E.&O.E.

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 4.0% per annum until paid.

COSMAN MORTGAGE HOLDING CORP.
Applicant

and

CACOELI WHITBY aka CACOELI
LIMITED PARTNERSHIP et al.
Respondents

Court File No.: CV-24-00723457-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF CHRIS
REED
(Affirmed 8 July 2025)

Laishley Reed LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed LS#: 28619A
creed@laishleyreed.com
Tel: 416.981. 9337
Fax: 416.981.0060.

Lawyers for Pollard & Associates Inc.
Court-Appointed Receiver over
Cacoeli Whitby LP aka Cacoeli Whitby Limited
Partnership, 11275127 Canada Inc., and
11250396 Canada Inc

Court File No. CV-24-00723457-00CL
Estate No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

-and-

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

COURT APPOINTED RECEIVER
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

July 7, 2025

Receipts	\$	\$
Receivers Certificates		147,000.00
Sale of Real Property		
Sale of real property - APS	3,600,000	
Legal fees	<u>4659.68</u>	3,595,340.32
Rental Income		
Rental income	34,505.35	
HST	<u>4,485.65</u>	38,991.00
Misc. Funds		
Funds from bank account	732.06	
HST	<u>24,471.74</u>	25,203.80
Interest		<u>5,337.12</u>
Total receipts		<u>\$ 3,811,872.24</u>
Disbursements		
Fees paid to the OSB		80.42
Property Expenses		
Insurance	6,554.30	
Snow removal	11,950.00	
Property tax arrears	125,509.82	
Water & sewage	2,406.17	
Property clean up	<u>680.00</u>	147,100.29

Court File No. CV-24-00723457-00CL
 Estate No. 31-459983

ONTARIO
 SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

-and-

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
 PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

COURT APPOINTED RECEIVER
 INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

July 7, 2025

General Expenses		
Accountant fees	1,000.00	
Appraisal fees	7,000.00	
Commission	135,000.00	
Bank charges	87.00	
Mileage	466.00	
Software fee	310.75	
Copies & postage	682.00	
HST	21,106.72	165,652.47
	<hr/>	
Refund receivers certificate		162,451.40
		<hr/>
Total disbursements		\$ 475,284.58
		<hr/>
Total Receipts over Disbursements		\$ 3,336,587.66
		<hr/> <hr/>
Trust Account Balance		\$ 3,336,587.66
		<hr/> <hr/>

Note:

1. The Receiver issued Receiver's Certificates in the total amount of \$147,000 to Cosman Mortgage Holding Corp. The Receiver repaid the Receiver's Certificates as per the discharge statements in the amount of \$162,451.40.
2. The APS was completed on June 5, 2025. The Receiver issued its Receiver's Certificate as per the Approval and Vesting Order, issued by the Honourable Justice Steele.

Court File No. CV-24-00723457-00CL

Estate No. 31- 459983

ONTARIO
SUPERIOR COURT OF JUSTICE

COSMAN MORTGAGE HOLDING
CORP.

-and-

CACOELI WHITBY LP also known as
CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC.
and 11250396 CANADA INC.

COURT APPOINTED RECEIVER

STATEMENT OF RECEIPTS AND
DISBURSEMENTS
INTERIM

POLLARD & ASSOCIATES INC.
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Tel (905) 884-8191

Fax (905) 884-4310

akpollard@pollardandassoc.ca

Court File No. CV-24-00723457-00CL
Estate No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

-and-

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

COURT APPOINTED RECEIVER
PROFORMA STATEMENT OF RECEIPTS AND DISBURSEMENTS

July 7, 2025

Receipts	\$	\$
Receivers Certificates		147,000.00
Sale of real property		
Sale of real property - APS	3,600,000.00	
Legal fees	4,659.68	3,595,340.32
Rental Income		
Rental Income	34,505.35	
HST	4,485.65	38,991.00
Misc funds		
Funds from bank account	732.06	
HST refund	24,471.74	25,203.80
Interest		5,337.12
Total receipts		\$ 3,811,872.24
Disbursements		
Fees paid to the OSB		80.42
Property Expenses		
Insurance	6,554.30	
Snow removal	11,950.00	
Property taxes	125,509.82	
Water & sweage	2,406.17	
Property clean up	680.00	147,100.29

Court File No. CV-24-00723457-00CL
Estate No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

-and-

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

COURT APPOINTED RECEIVER
PROFORMA STATEMENT OF RECEIPTS AND DISBURSEMENTS

July 7, 2025

General Expenses		
Accountant fees	1,000.00	
Appraisal fees	7,000.00	
Commission	135,000.00	
Bank charges	87.00	
Millege	466.00	
Software fee	310.75	
Copies & postage	682.00	
HST	22,195.46	166,741.21
Refund receivers certificate		162,451.40
Payment to Secured Creditors as per discharge statement		3,133,830.59
Legal fees		
Legal fees	27,438.80	
Legal fees - accural	5,000.00	
HST	4,217.04	36,655.84
Receivers Fees		
Receivers Fees	141,028.75	
Receivers fees - accural	5,000.00	
HST	18,983.74	165,012.49
Total disbursements		\$ 3,811,872.24
Total Receipts over Disbursements		\$ -
Trust Account Balance		\$ -

Court File No. CV-24-00723457-00CL
Estate No. 31-459983

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE HOLDING CORP.

Applicant

-and-

CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.

Respondents

COURT APPOINTED RECEIVER
PROFORMA STATEMENT OF RECEIPTS AND DISBURSEMENTS

July 7, 2025

Notes:

- 1. The Receiver issued Receiver's Certificates in the total amount of \$147,000 to Cosman Mortgage Holding Corp. The Receiver repaid the Receiver's Certificates as per the discharge statements in the \$162,451.40.**
- 2. The APS was completed on June 5, 2025. The Receiver issued its Receiver's Certificate as per the Approval and Vesting Order issued by the Honourable Justice Steele.**
- 3. The Proforma Statement of Receipts and Disbursements outlines the payment to the Secured Creditor and the Professional Fees.**

Court File No. CV-24-00723457-00CL

Estate No. 31- 459983

ONTARIO
SUPERIOR COURT OF JUSTICE

COSMAN MORTGAGE HOLDING
CORP.

-and-

CACOELI WHITBY LP also known as
CACOELI WHITBY LIMITED
PARTNERSHIP, 11275127 CANADA INC.
and 11250396 CANADA INC.

COURT APPOINTED RECEIVER

STATEMENT OF RECEIPTS AND
DISBURSEMENTS
PROFORMA

POLLARD & ASSOCIATES INC.
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Tel (905) 884-8191

Fax (905) 884-4310

akpollard@pollardandassoc.ca

Court File No. CV-24-00723457-00CL
 Estate File No.: 31-459983

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

THE HONOURABLE)	FRIDAY, THE 25th
)	
JUSTICE)	DAY OF JULY, 2025
)	

B E T W E E N :

COSMAN MORTGAGE HOLDING CORP.

Applicant

- and -

**CACOELI WHITBY LP also known as CACOELI WHITBY LIMITED
 PARTNERSHIP, 11275127 CANADA INC. and 11250396 CANADA INC.**

Respondents

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by Pollard & Associates Inc. in its capacity as receiver and manager (the “**Receiver**”), without security, of (i) the real property municipally known as 132 Brock Street North, Whitby, Ontario, and 146 – 152 Brock Street North, Whitby, Ontario (the “**Real Property**”); (ii) all rents, issues and profits, due now or in the future, by virtue of any lease or agreement in respect of the Real Property; and (iii) all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Real Property and owned by 11250396 Canada Inc. in its capacity as general partner of Cacoeli Whitby LP and 11275127 Canada Inc. (collectively, the “**Debtors**” or the “**Companies**”), including all of the proceeds therefrom, for an order, *inter alia*, , approving the Receiver’s conduct and fees, authorizing the Receiver to make distributions and discharging the Receiver was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second and Final Report of the Receiver, dated July 7, 2025, and

the appendices thereto (the “**Second Report**”), including the Affidavit of Angela Pollard, sworn July 7, 2025 (“**Pollard Affidavit**”) and the Affidavit of Chris Reed, sworn July 8, 2025 (“**Reed Affidavit**”), and the factum of the Receiver, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present and appearing on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ●, sworn ●, filed:

SERVICE

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

APPROVAL OF FEES AND ACTIVITIES

1. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver set out in it are approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liabilities shall be entitled to rely upon or utilize in any way such approval as it relates to the Receiver.

2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Laishley Reed LLP, as set out in the Second Report, the Pollard Affidavit and the Reed Affidavit are approved.

3. **THIS COURT ORDERS** that the proposed accrual of fees of the Receiver in the amount of \$5,000 plus HST is approved.

4. **THIS COURT ORDERS** that the proposed accrual of fees of the Receiver’s counsel in the amount of \$5,000 plus HST is approved.

5. **THIS COURT ORDERS** that the interim statement of receipts and disbursements for the period ending July 7, 2025, and appended as Schedule N to the Second Report, is approved.

6. **THIS COURT ORDERS** that the Proforma Final Statement of Receipts and disbursements, appended as Schedule O to the Second Report, is approved.

RECEIVER AUTHORIZED TO MAKE DISTRIBUTIONS

7. **THIS COURT ORDERS** that the Receiver is hereby authorized to distribute the net sale proceeds from the Real Property to the Applicant, Cosman Mortgage Holding Corp. (“**Cosman Holding**”) in the sum of \$3,133,830.59.

8. **THIS COURT ORDERS** that the Receiver is hereby authorized to distribute any funds it receives in respect of the Real Property following the date of the Second Report to Cosman Holding in satisfaction of the principal debt owing by the Respondents to Cosman Holding.

DISCHARGE OF RECEIVER

9. **THIS COURT ORDERS** that, effective upon the filing of the Receiver of a certificate (the “**Discharge Certificate**”) in the form attached as Schedule A confirming the completion of the terms and conditions of its discharge have been met, as set out in the Second Report, the Receiver shall be discharged as receiver of the Property of the Respondents, provided, however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stay of proceedings in favour of Pollard & Associates Inc. in its capacity as Receiver.

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

GENERAL

10. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

COSMAN MORTGAGE HOLDING
CORP.

and

CACOELI WHITBY LP aka CACOELI
WHITBY LIMITED PARTNERSHIP, 11275127
CANADA INC., and 11250396 CANADA INC.

Court File No. CV-24-00723457-00CL
Estate File No.: 31-459983

Applicant

Respondents

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

Proceeding commenced at **Toronto**

DISTRIBUTION AND DISCHARGE ORDER

LAISHLEY REED LLP

Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed (LSO # 28619A)

Tel: (416) 981-9337

Fax: (416) 981-0060

Email: creed@laidshleyreed.com

Lawyers for the Receiver,
Pollard & Associates Inc.

Cosman Mortgage Holding Corp.
Applicant and Cacoeli Whitby LP also known as Cacoeli
Whitby Limited Partnership et al
Respondents

Court File No.: CV-24-00723457-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD
(RETURNABLE ON 25 JULY 2025)

Laishley Reed LLP
Barristers & Solicitors
3 Church Street, Suite 505
Toronto, ON M5E 1M2

Chris Reed – LS #: 28619S
creed@laishleyreed.com
Tel: 416.981.9337
Fax: 416.981.0060

Lawyers for the Receiver,
Pollard & Associates Inc.