

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondent

**SUPPLEMENTARY REPORT TO THE FOURTH REPORT OF CROWE
SOBERMAN INC. in its capacity as Court-appointed Receiver of DEEM
MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.**

DATED NOVEMBER 12, 2021

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- Appendix E Receiver's Interim Statement of Receipts and Disbursements as at October 28, 2021
- Appendix F Fee affidavit of Hans Rizarri sworn November 11, 2021
- Appendix G Fee affidavit of Joël Turgeon sworn November 12, 2021

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondent

APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE COURTS OF JUSTICE ACT

**SUPPLEMENTARY REPORT TO THE
FOURTH REPORT OF THE RECEIVER**

NOVEMBER 12, 2021

INTRODUCTION AND PURPOSE

1. This report (the “**Supplementary Report**”) is filed by Crowe Soberman Inc. in its capacity as the Receiver of the Property of the Companies (as defined below) to supplement its Fourth Report dated April 9, 2021 (the “**Fourth Report**”).
2. The orders and reports referred to in this report, together with related Court documents, are posted on the Receiver’s website, which can be found at:

<https://crowesoberman.com/insolvency/engagements/deem-management-services-limited/>

3. The Supplementary Report is subject to the same Terms of Reference as those described in the Fourth Report.

4. Capitalized terms have the meaning given to them in the Fourth Report unless otherwise indicated.

BACKGROUND

5. The background of this receivership to April 9, 2021 was discussed in detail in the Fourth Report.
6. On April 9, 2021 the Receiver prepared its Fourth Report, which reported on various ongoing issues in connection with section 78 of the *Construction Act* relating to the priority of certain claims between the construction liens and a third ranking mortgage; the amended statement of claim Served by Maxion Management Services Inc. and others and its impact; a review of the subtrade lien claimants, a possible reference of construction issues to a master (now an associate justice) at Toronto, the interim distributions made by the Receiver, the Receiver's Interim Statement of Receipts and Disbursements, and the professional fees of the Receiver and its legal counsel to that date.

GENERAL ACTIVITIES SINCE THE FOURTH REPORT

7. Since the date of its appointment, the Receiver has continued to work alongside all stakeholders as it carries out its primary mandate regarding the Real Property. In addition, the activities of Receiver since the date of the Fourth Report have included:
 - i. monitoring the Companies' interest-bearing bank accounts that contain the proceeds in connection with the disposition of the Property;
 - ii. filing HST returns that were outstanding for the years 2019 to 2021;
 - iii. communicating with CRA to ensure the Companies are in compliance with HST and arranging for the collection of HST refunds that were owing to the Companies;
 - iv. responding to inquiries from stakeholders, including addressing questions or concerns of parties who contacted the Receiver;
 - v. preparing this Supplementary Report; and

vi. attending to other matters pertaining to the administration of the receivership proceedings.

PROCEDURAL MATTERS SINCE THE FOURTH REPORT

Ability of Blaney McMurtry LLP to act for the Applicant

8. As described in the Fourth Report, the discussions among the Receiver and the stakeholders about the procedural matters raised in the Fourth Report, including a possible construction reference, were halted by the service by Maxion and other companies related to it and their principal, Paul Michelin, of an action on February 12, 2021 (the “**New Maxion Action**”). A copy of that action was attached as Appendix “H” to the Fourth Report.
9. The New Maxion Action included claims against the Respondents in this proceeding, the Applicant in this proceeding, Rob Dal Bianco as principal of Deem Management, and also Blaney McMurtry LLP and several lawyers at that firm.
10. The existence of claims against Blaney McMurtry LLP and its lawyers prevented them at the time of the Fourth Report (April 9, 2021) from being able to advise if they could continue to act as counsel for the Applicant in this proceeding.
11. The appeal to be heard on March 5, 2021 from the March 10, 2020 decision of Gilmore J. on the *Construction Act* s. 78 issues was adjourned for similar reasons.
12. Subsequently, on May 17, 2021 Blaney McMurtry LLP advised that it would continue to act for the Applicant in this matter, including on the appeal from the March 10, 2021 decision of Gilmore J. regarding *Construction Act* s. 78 priorities issues. They also advised that Sean Dewart had been retained to defend them in the New Maxion Action.
13. The appeal was rescheduled for November 17, 2021.

Discussions and impasse regarding proposed reference of construction issues

14. As noted in the Fourth Report, there was a case conference before Justice Gilmore on February 9, 2021 regarding a proposed construction reference (among other things). A copy of Her Honour’s endorsement of that date is attached as **Appendix “A”**.

15. After Blaney McMurtry LLP indicated that it could continue to act for Dal Bianco, discussions resumed regarding the proposed reference to a master (now associate justice) of the construction issues in this receivership.
16. In those discussions, which became protracted over several months, it became clear that Dal Bianco and Deem Management object to the inclusion of any of Maxion's lien claims in a reference. This seems in part based on asserted overlap between Maxion's lien claims and the claims in the New Maxion Action and a concern that the latter should not be determined by an associate justice. It also seems in part based on claims in the New Maxion Action and in the receivership that one or more Maxion entities were beneficial owners of the Project and objections to an associate justice determining that issue either.
17. Since the correspondence via email on these issues was extensive, and since the parties are likely to argue the points before the Court on this motion in any event, the Receiver is not attaching any of that correspondence.
18. The Receiver notes that Maxion has previously asserted in affidavits that it has filed in the receivership that certain Maxion entities were beneficial owners of the Project, and that the amounts claimed in the Third Ranking Mortgage were not in fact debts but were equity held by Dal Bianco. A copy of the affidavit of Paul Michelin sworn May 31, 2019 as well as the correcting affidavit sworn June 6, 2019, is collectively attached (without exhibits) as **Appendix "B"**.

August 9, 2021 scheduling hearing and Maxion affidavit

19. When the discussions among the parties and the Receiver about a reference reached an impasse, the Receiver took steps in July of 2021 to attempt to schedule a hearing with the Court to seek direction on those issues and on the other relief requested in the Fourth Report.
20. To that end, a scheduling hearing was held before the Honourable Justice Pattillo on August 9, 2021. His Honour set a 90-minute hearing for November 18, 2021, being the day after the November 17, 2021 appeal in this matter.

21. At the August 9, 2021 hearing, counsel for Dal Bianco also raised for the first time a request that Maxion provide an affidavit regarding its lien claims, which Justice Pattillo ordered be provided by August 31, 2021. The Receiver understood the reason for the request by counsel for Dal Bianco to be that Dal Bianco wanted to know the claims that Maxion was making in order to form a position on what should be in a reference.
22. A copy of the August 9, 2021 endorsement is attached as **Appendix “C”**.
23. Maxion did provide such an affidavit, a copy of which is attached without exhibits as **Appendix “D”**.

RECEIVERS INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

24. Attached to this report as **Appendix “E”**, is the Receiver’s Interim Statement of Receipts and Disbursements to October 31, 2021. During this period, receipts were \$20,490,029.09 while disbursements were \$15,176,443.93, resulting in an excess of cash receipts over disbursements of \$5,313,585.16.

PROFESSIONAL FEES

25. Pursuant to the Receivership Order, the Receiver and its counsel, were granted a Receiver’s Charge against the Property as security for their fees and disbursements and were directed to seek approval for such fees and disbursements. The Receiver and its counsel report on those fees since the Fourth Report to date and seek such approval.

Fees of the Receiver- Crowe Soberman Inc. (“CSI”)

26. From April 1, 2021 to October 31, 2021 the total fees incurred by CSI were \$14,386.75 plus HST in the amount of \$1,870.28 for a total of \$16,257.03
27. Attached as **Appendix “F”** is the affidavit of Hans Rizarri sworn November 11, 2021, which includes a detailed summary of services, time charges and applicable hourly rates related to CSI’s detailed statements of account for the period April 1, 2021 to October 31, 2021.

Fees of Counsel to the Receiver- Goldman, Sloan, Nash & Haber LLP (“GSNH”)

28. From April 1, 2021 to October, 2021 the total fees incurred by GSNH were \$14,205.00 plus HST in the amount of \$1,846.65 for a total of \$16,051.65.
29. Attached as **Appendix “G”** is the affidavit of Joël Turgeon sworn November 12, 2021, which includes a detailed summary of services, time charges and applicable hourly rates related to GSNH’s detailed statement of account for the period April 1, 2021 to October 31, 2021

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

**Crowe Soberman Inc.
in its capacity as Court-appointed
Receiver of Deem Management Services Limited
and The Uptown Inc., and not in its personal capacity**

A handwritten signature in blue ink, appearing to read "Joël Turgeon".

Tab A

Brendan Bissell

From: Gilmore, Madam Justice Cory (SCJ) <Cory.Gilmore@scj-csj.ca>
Sent: Tuesday, February 09, 2021 2:01 PM
To: Brendan Bissell; David T. Ullmann; egionet@dllaw.ca
Cc: JUS-G-MAG-CSD-Toronto-SCJ Commercial List
Subject: Dal Bianco v. Deem Management - Court File No. CV-18-598657-00CL

Endorsement of Gilmore, J.

The Receiver requested today's conference with respect to its upcoming report, dealing with the Maxion lien claim and scheduling a reference with a Master to deal with the subtrade lien claims. After some discussion it was agreed that the best course forward was to have the Receiver produce its report (estimated to be available in approximately three weeks) and obtain a reference before a Master. If there are issues with the Receiver's Report, those can be brought to this court and the Reference date vacated if need be. It was agreed, however, that in order to keep matters progressing a consent draft judgment would be provided to me for signing in relation to the Reference and counsel would advise if further court assistance was required.

I would ask Mr. Bissell to circulate this endorsement to the balance of the service list. I look forward to receiving the draft Order.

February 9, 2021



*Madam Justice Cory A. Gilmore
Ontario Superior Court of Justice
361 University Avenue
4th Floor
Toronto, Ontario
M5G 1T3*

cory.gilmore@scj-csj.ca

Tab B

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

B E T W E E N:

DONALD DAL BIANCO

Applicant

-and-

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act* and
Section 101 of the *Courts of Justice Act*

AFFIDAVIT OF PAUL MICHELIN
(sworn May 31, 2019)

I, Paul Michelin, of the City of Barrie, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the president of Maxion Group Inc. (“Maxion”). I make this affidavit in support of the within motion seeking, *inter alia*, a declaration to the effect that the mortgage in favour of Donald Dal Bianco (“Donald”) in the principal amount of \$7,978,753.45 registered against title to the real property municipally known as 215 and 219 Lexington Road, Waterloo, Ontario (the “Real Property”) on February 23, 2018 as Instrument No. WR1099051 (the “Dal Bianco Third Mortgage”), and any other securities, guarantees and general security agreements and tangibles or intangibles given in connection therewith (the “Securities”) are fraudulent and null and void *ab initio*.

2. I have personal knowledge of the matters deposed to below, save and except where indicated otherwise. In those circumstances, I have indicated the source of my said knowledge and I hereby confirm my belief therein.
3. As of today's date, Crowe Soberman Inc., the court appointed receiver in this proceeding (the "Receiver") has filed a number of reports (collectively, the "Receiver's Reports"). The said Receiver's Reports, as approved by this Honourable Court, disclose, *inter alia*, that:
 - (a) The appointment of the Receiver on May 31, 2018, pursuant to an order of the Honourable Mr. Justice Wilton-Siegel, was made on an application by Donald. The Receiver was appointed in respect of the property, assets and undertakings of Deem Management and The Uptown Inc. ("Uptown") (sometimes hereinafter referred to collectively as the "Companies").
 - (b) The Receiver's Reports are based upon unaudited financial information prepared by the Companies' management and staff, the Companies' books and records and discussions with its management, staff, agents and consultants. The Receiver did not perform any audit or other verification of the said information.
 - (c) Deem Management is a company that has been working for many decades in the Ontario nursing home and retirement home sector. It is the registered owner of the Real Property.
 - (d) Uptown was engaged in planning related to the development of the Real Property as a seniors' retirement residence project called the "Uptown Residences" (the "Project").

- (e) The Project called for three separate phases of development. Phase 1 is a six story building that calls for 95 seniors' apartments and 95 assisted-living suites with 35,000 square feet of underground parking. Phase 1 is approved by the City of Waterloo, and construction of Phase 1 had commenced with the excavation work being completed. Phase 2 called for an eight story building with an additional 140 units. Phase 3 called for a second eight story building with 173 units and 6000 square feet available for commercial/retail space.
- (f) As at the date of the Receivership herein, in addition to the disputed Dal Bianco Third Mortgage, the Real Property was subject to a first ranking mortgage in favour of IMC in the face value of \$8,255,000 (the "IMC Mortgage"); and a second ranking mortgage in favour of Donald with a face value of \$4,517,511.41 (the "Dal Bianco Second Mortgage") as amended on May 8, 2017 to extend its term to March 2019.

4. The validity of the IMC Mortgage and the Dal Bianco Second Mortgage as amended is not in dispute. This motion concerns the legitimacy of the Dal Bianco Third Mortgage. Maxion disputes the validity of the Dal Bianco Third Mortgage and the Securities. It is our position that the monies purportedly secured by the Dal Bianco Third Mortgage and the Securities (the "Monies") were never a loan, but rather payment made by Donald for 7,852,043 preferred shares of Uptown issued (or to be issued) to Donald at a par value of \$1.00 per share (the "Preferred Shares"). Rob Dal Bianco ("Rob") and Donald have previously confirmed this to me. Annexed hereto and marked as Exhibits "A" and "B", respectively, are true file copies of the Uptown Financial Statements for the years ended December 31, 2016 and December 31, 2015 further confirming the existence of the said Preferred Shares.

5. Deem Management holds title to the Real Property in trust for Uptown, Rob holds 50 percent of the common shares of Deem Management in trust for Maxion (or its nominee). Deem Management and Maxion are each beneficial owners as to 50% of the Real Property, Uptown and the Project, pursuant to an oral agreement made as among Rob, Donald and me (the “Joint Venture”). Annexed hereto and marked as Exhibit “C” is a true copy of the Ownership Structure Chart which was provided to Brien Dane of Strategic Mortgage Capital Company Limited to assist in its efforts to obtain financing for the Project. Rob was well aware of Mr. Dane’s role and efforts, and was in direct communication with Mr. Dane.
6. Annexed hereto and marked as Exhibit “D” is a true copy of an e-mail exchange as between Rob and Mr. Dane on December 14, 2014.
7. Combined Financial Statements for Maxion, Uptown, Deem Management, and the other related or affiliated corporations referenced therein (collectively, the “Corporate Sponsors”) were prepared in support of the Joint Venture, including for submission to proposed lenders in respect of the Project. The said Combined Financial Statements utilized and relied, *inter alia*, upon the aforementioned financial statements for Uptown, further confirming the nature of Donald’s investment as being share capital rather than a loan to either of the Companies. Annexed hereto and marked collectively as Exhibit “E” are true copies of the said Combined Financial Statements for the years of 2015, 2014 and 2013, bearing the signed approval of Rob. Also annexed hereto and marked as Exhibit “F” is a true copy of the letter of opinion issued by Lardner Nixon (the then accountants for the Corporate Sponsors in respect of the said Combined Financial Statements (the “Accountants’ Opinion”).

8. Annexed hereto and marked as Exhibit "G" is a true copy of the first two pages of an appraisal report issued by CBRE in respect of the Real Property, with an effective date of April 30, 2015. The said appraisal report indicates it was "Prepared for: Mr. Rob Dal Bianco, Mr. Paul Michelin, The Uptown Inc."

9. Annexed hereto and marked collectively as Exhibit "H" is a true copy of an e-mail dated December 29, 2015 at 5:59 p.m. sent by myself to Mr. Michael Warner at Firm Capital with respect to possible financing of the Project. The email is copied to Rob and expressly references:

"Borrower will be The Uptown Inc. Joint Venture Partnered between Deem Management Services Inc. and Maxion Management Inc. (an affiliate of Maxion)"

10. In August 2016, a corporation known as Lalu Canada Inc. ("Lalu") was considering a substantial investment in the Project and the Combined Financial Statements. The Accountants' Opinion was delivered to Lalu in response to their due diligence requirements and to support their proposed investment in the Project. The nature and corporate structure of the Project, as it was to go forward with Lalu's investment, was as set forth in a "Step Memo" attached to my email dated November 15, 2017 at 12:06:58 p.m. Annexed hereto and marked collectively as Exhibit "I" are true copies of the said e-mail and attached documentation, confirming Maxion's status as an equity participant in the Project.

11. Approximately 15 months prior to the aforementioned proposed Lalu investment, there had been ongoing discussions as to the nature and extent of Maxion's investment in the Project, the capital structure of Uptown Inc. and the preparation of a unanimous shareholders'

agreement in respect of Uptown Inc. Annexed hereto and marked collectively as Exhibit "J" are copies of e-mails dated April 7, 2015 and April 13, 2015 exchanged among myself, Rob and his lawyer John Wolf concerning these issues at that time.

12. Annexed hereto and marked as Exhibit "K" is a true copy of an e-mail exchange dated January 18, 2018 between Rob and John Stroll, Chairman Stroll Enterprises as to potential financing for the Project. In his e-mail, Rob confirms, *inter alia*, that:
 - a) He is the sole shareholder of the Uptown Project, through his company Deem Management services Ltd.
 - b) He is seeking funds to continue the construction of the Project.
 - c) Paul Michelin is his "partner".

The e-mail also references the anticipated participation of Lalu (which was to be as set forth in the Step Memo marked as part of Exhibit "I" herein).

13. Annexed hereto and marked collectively as Exhibit "L" is a true copy of an email sent by Rob to me on January 22, 2018 at 9:22 a.m. together with its attachment, being Rob's "improvements to page 3" in the executive summary contained in the Project's promotional material. Rob further states, *inter alia*, that he would like to use "some of this copy on the Maxion website but thinks Lalu's permission should be sought". The said executive summary states, *inter alia*:
 - (a) As of January 2018 the owners of Uptown have placed \$22.5 million of capital into the Project.
 - (b) Loan to cost for the Project is 68.75%.

14. No mention is made as to any indebtedness due to Donald. The Monies invested by Donald for his purchase of Preferred Shares are included in the “\$22.5 million of capital in the Project”. Furthermore, the Dal Bianco Third Mortgage was only registered on February 23, 2018. No money or other real consideration was ever advanced for the said mortgage or the Securities. The monies purportedly secured by the said mortgage are in fact the same funds previously paid by Donald for the issuance of his Preferred Shares in Uptown. Simply put, none of the Monies referenced in the Dal Bianco Third Mortgage were ever a loan.
15. Annexed hereto and marked collectively as Exhibit “M” is a true copy of an e-mail dated August 18, 2018 sent by Mr. Dane to Ms. Suzanne Fisher, Regional Manager of Commercial Lending Central Credit, together with the enclosures referenced therein, in an effort to obtain financing for the Project.
16. Annexed hereto and marked as Exhibit “N” is a true copy of an Accepted Loan Proposal from Vector Financial Services Limited addressed to Rob and myself. Maxion and I had guaranteed this earlier mortgage loan in the principal amount of \$5,000,000.00 to facilitate the payment of development charges in respect of the Project. We also guaranteed the IMC Mortgage. Neither Maxion nor I would have done so but for Maxion’s 50% equitable ownership interest in the Real Property and the Project.
17. In summary, the facts, as previously acknowledged by Rob, are:
 - (a) The amount purportedly secured by the Dal Bianco Third Mortgage and the Securities was never a loan but rather a capital investment in the Project made by Donald through his purchase of Preferred Shares in Uptown. No amounts whatsoever were ever

secured by the Dal Bianco Third Mortgage and the Securities, nor is there any debt owed to Donald.

(b) Although legal title to the Real Property may be held in the name of Deem Management, Maxion is in fact the equitable owner of 50% of the equity in the Project and the Real Property.

18. The Dal Bianco Third Mortgage and the taking of the Securities was an "after the fact" attempt by Rob and Donald to improperly convert Donald's capital investment to debt at the expense of Maxion (and possibly other innocent parties). Accordingly, I verily believe that the said transaction constitutes a fraudulent conveyance within the scope of the *Fraudulent Conveyances Act, Ontario* because:

- a. No valid consideration was ever advanced for the said mortgage.
- b. The said purported mortgage transaction was not entered into in good faith but rather was made with intent to defeat, hinder, delay or defraud Maxion in its capacity as a creditor of Uptown (along with other creditors of Uptown) and also to defeat or defraud Maxion as to the value of its 50% beneficial ownership in the Real Property and the Project.
- c. Maxion and I guaranteed the IMC Mortgage and an earlier mortgage in favour of Vector Inc. in our support of the Project. We would not have done this but for Maxion's 50% equity interest in the Project.

20. During numerous meetings and discussions, Rob has repeatedly acknowledged Maxion's and my status as 50% equity owners of the Real Property and the Project, always representing Donald's interests solely as the owner of Preferred Shares in Uptown. Never

as a lender. Donald has participated in meetings with me and Rob and always acknowledged that his role was solely as a holder of the Preferred Shares and not as a lender to Uptown or the Project.

SWORN BEFORE ME)

In the City of Barrie)

this 31st day of May 2019)

M. Conte
A Commissioner, etc.)

Melissa Francesca Conte



PAUL MICHELIN

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

B E T W E E N:

DONALD DAL BIANCO

Applicant

-and-

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act* and
Section 101 of the *Courts of Justice Act*

AFFIDAVIT OF PAUL MICHELIN
(sworn June 5, 2019)

I, Paul Michelin, of the City of Barrie, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the president of Maxion Group Inc. and as such have personal knowledge of the matters deposed to below, save and except where indicated otherwise. In those circumstances, I have indicated the source of my said knowledge and hereby confirm my belief therein.
2. This Affidavit is being sworn to correct two unintentional errors in my Affidavit sworn May 31, 2019.

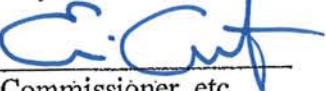
3. The first sentence of paragraph 5 of my Affidavit sworn May 31, 2019 incorrectly states: "Deem Management holds title to the Real Property in trust for Uptown, Rob holds 50 percent of the common shares of Deem Management in trust for Maxion (or its nominee)."
4. This sentence was intended to read: "Deem Management holds title to the Real Property in trust for Uptown; Deem Management holds 50 percent of the common shares of Uptown in trust for Maxion (or its nominee)."
5. I did not notice this error until re-reading the Affidavit on June 3, and I am advised by my counsel, Benjamin Salsberg, and verily believe, that he immediately took steps to advise other counsel accordingly. Annexed hereto and marked as Exhibit "A" is a true copy of a letter dated June 3, 2019 whereby Mr. Salsberg did so.
6. I have since also noticed that paragraph 6 of my original Affidavit contains a typographical error, in that the e-mail exchange as between Rob Dal Bianco and Mr. Brien Dane (marked as Exhibit "D") took place on December 12, 2014, not on December 14, 2014. The Exhibit contains the correct date.
7. This Affidavit is made by me solely to correct the two subsequently noted errors in my original Affidavit. In all other respects, I confirm that the contents of my Affidavit sworn May 31, 2019 are true and correct.

SWORN BEFORE ME)

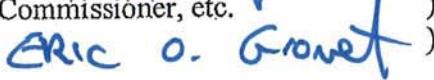
In the City of)

6th)

8th day of June, 2019)

)

A Commissioner, etc.)

)



PAUL MICHELIN

Benjamin Salsberg BARRISTER PROFESSIONAL CORPORATION

Barristers & Solicitors – 100 Richmond Street West, Suite 400, Toronto, Ontario M5H 3K6
Telephone: (416) 362-0555 Facsimile: (647) 436-7318 e-mail: ben@bensalsberglaw.com

June 3, 2019

By FAX to: (416) 597-3370 and (416) 594-2437

R. Brendan Bissell, Esq.
Goldman, Sloan, Nash & Haber LLP
Barristers & Solicitors
480 University Avenue
Suite 1600
Toronto, Ontario
M5G 1V2

David T. Ullmann, Esq.
Blaney McMurtry LLP
Barristers & Solicitors
2 Queen St. East
Suite 1500
Toronto, Ontario
M5C 3G5

Dear Counsel:

Re: Correction to Affidavit of Paul Michelin

Paul Michelin and I have just noticed an error in the first sentence of paragraph 5 of Mr. Michelin's Affidavit sworn May 31, 2019. The sentence currently reads:

"Deem Management holds title to the Real Property in trust for Uptown, Rob holds 50 percent of the common shares of Deem Management in trust for Maxion (or its nominee)."

This sentence was intended to read:

"Deem Management holds title to the Real Property in trust for Uptown, Deem Management holds 50 percent of the common shares of Uptown in trust for Maxion (or its nominee)."

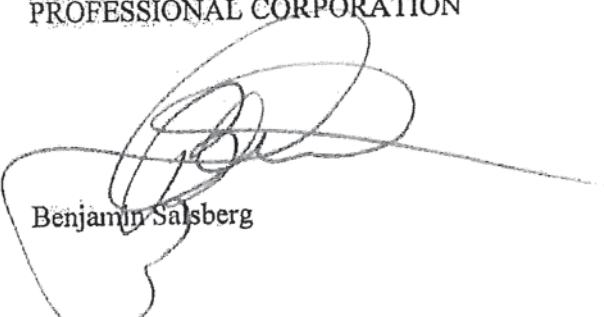
/continued.....2

R. Brendan Bissell, Esq.
David T. Ullmann, Esq.
Page 2
June 3, 2019

I will be delivering an Affidavit shortly to formally correct this error.

Yours very truly,

BENJAMIN SALSBERG BARRISTER
PROFESSIONAL CORPORATION



Benjamin Salsberg

BS/im

TX Result Report

P 1
06/03/2019 13:28
Serial No. A5C1011000850
TC: 523990

Addressee	Start Time	Time	Prints	Result	Note
4165942437	06-03 13:25	00:02:27	009/009	OK	

Note TRB:Timer TX, POL:Polling, OAS:original size setting, FME:Frame Erase TX, DPO:Page Separation to BIX:Mixed Original TX, CALL:Manual TX, CSRC:Call, FWD:Forward, PCFDC:Fax, BND:Double-sided Binding Direction, SCS:Special Original, FCODE:FC-code, RTX:Re-TX, RLY:Relay, HX:Confidential, BUL:bulletin, SIP:SDP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax.

Result OK: Communication OK; S-OK: Stop Communication, PW-OFF: Power switch OFF, T-OK: AX sent OK; NC: Other Error, CONT: Continue, NO Ans: No Answer, NOF: No Receipt Received, BUSY: Busy, H-Full:Memory Full, LOUR:Receiving length over, NOUR:Receiving page over, CXLFILE:Error, DCDecode:Error, MDN:HDN:Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory document print, DEL:Compulsory Memory document delete, SEND:Compulsory Memory document send.

Benjamin Salsberg BARRISTER PROFESSIONAL CORPORATION
Barristers & Solicitors - 100 Richmond Street West, Suite 400, Toronto, Ontario M5H 3K6
Telephone: (416) 362-0555 Facsimile: (647) 436-7318 e-mail: ben@bensalsberglaw.com

FACSIMILE TRANSMISSION COVER PAGE

DATE: June 3, 2019
TO: Blaney McMurtrey LLP
ATTENTION: David T. Ullmann, Esq.
Re: Maxion re Deem/Dal Bianco/Uptown
Court file no.: CV-18-598657-00CL
TO FAX NUMBER: (416) 594-2437
NUMBER OF PAGES INCLUDING COVER PAGE: 3

Please see the attached letter, which contains a correction to the Affidavit of Paul Michelin sworn May 31, 2019.

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TX Result Report

P: 1
06/03/2019 13:29
Serial No. A5C1011000850
TC: 523991

Addressee	Start Time	Time	Prints	Result	Note
4165973370	06-03 13:28	00:00:29	009/009	OK	

Note TX:Timer TX, POL:Polling, OAG:Original Size Setting, FHE:Frame Erase TX,
PPG:Page Separation TX, BIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,
FCODE1:Code1, RTX:Re-TX, RLY:Relay, MX:Confidential, BUL:Bulletin, SIP:SDP Fax,
IPADR:IP Address Fax, I-FAX:Internet Fax.

Result DCT:Communication OK, S-OK:Stop Communication, PW-OFF:Power switch OFF,
TEL:RX from TEL, REFUSED:Refused, BUSY:Busy, F-FULL:Memory Full, LOVR:Receiving length over,
REFUSED:Refused, PAGE:Page busy, FILE:File Error, DC:Decode Error, MHN:MDN Response Error,
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
SEND:Compulsory Memory Document Send.

Benjamin Salberg BARRISTER PROFESSIONAL CORPORATION
Barristers & Solicitors - 100 Richmond Street West, Suite 400, Toronto, Ontario M5H 3K6
Telephone: (416) 362-0555 Facsimile: (647) 436-7318 e-mail: ben@bensalberglaw.com

FACSIMILE TRANSMISSION COVER PAGE

DATE: June 3, 2019
TO: Goldman, Sloan, Nash & Haber LLP
ATTENTION: R. Brendan Bissell, Esq.
Re: Maxion re Deepak/Dal Bianco/Uptown
Court file no.: CV-18-598657-00CL
TO FAX NUMBER: (416) 597-3370

NUMBER OF PAGES INCLUDING COVER PAGE: 3

Please see the attached letter, which contains a correction to the Affidavit of Paul Michelin sworn May 31, 2019.

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Please call (416) 417-6040 if there are any problems with this transmission.

DONALD DAL BIANCO
Applicant

-and- DEEM MANAGEMENT SERVICES LIMITED et al.
Respondents

Court File No. CV-18-598657-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO.

AFFIDAVIT OF PAUL MICHELIN

BENJAMIN SALSBERG BARRISTER
PROFESSIONAL CORPORATION
Barristers & Solicitors
Sheraton Centre
Suite 400, Richmond Tower
100 Richmond Street West
Toronto ON M5H 3K6

Benjamin Salsberg (22882P)
ben@bensalsberglaw.com
Tel: (416) 362-0555
Fax: (647) 436-7318

Lawyers for Maxion Group Inc.

Tab C

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Blanco

AND

Plaintiff(s) App.Dear Management Services Limited et al.Defendant(s) Resp.Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:
<u>See attached Sch A"</u>		

Order Direction for Registrar (No formal order need be taken out)
 Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

Adjourned to: _____
 Time Table approved (as follows):

Motion to approve the Receiver's 6th Report and in particular the Receiver's recommendation to refer all construction issues to the Master set for November 18, 2021 (90 minutes) at 10am.

Maxion Management Services Inc. (the general contractor) shall file an affidavit on or before August 31, 2021 setting out the particulars of its heir claim.

Faithfully on the 9th of the reference to be filed on or before November 12, 2021.

August 9, 2021

Date

John T.

Judge's Signature

Additional Pages _____

Sch. A'

Court File No. CV-18-598657-00CL

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

B E T W E E N:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and
THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act* and Section
101 of the *Court of Justice Act*

COUNSEL SLIP
(August 9, 2021)

R. Brendan Bissell for Crowe Soberman Inc. as receiver

David Ullmann for Donal Dal Bianco

Bradley Phillips for Deem Management Services Limited

Andrew Wood for Maxion Management Services Inc.

Harold Rosenberg for Deep Foundations Contractors Inc.

Ed D'Agostino for Kieswetter Excavation Inc.

Hans Rizarri of Crowe Soberman Inc. [not counsel]

The emails for those attending are as follows:

*DP
Aug 11/21*

bissell@gsnh.com; dullmann@blaney.com; bphillips@wagnersidlofsky.com; awood@dllaw.ca;
h.rosenberg@battistonlaw.com; edagostino@watlaw.com; hans.rizarri@crowesoberman.com

Tab D

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

DONALD DAL BIANCO

(Applicant)

-and-

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.
(Respondents)

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the Courts of Justice Act

AFFIDAVIT OF PAUL MICHELIN

I, PAUL MICHELIN, of the District Municipality of Muskoka, in the Province of Ontario,

MAKE OATH AND SAY:

1. I am the President of Maxion Group Inc. (“**Maxion Group**”). I am also the sole Officer and Director of Maxion Management Services Inc. (“**MMS**”), and, as such, have knowledge of the matters contained in this Affidavit.
2. This Affidavit is provided within this Receivership proceeding to set out, in a summary fashion, verification of MMS’ Construction Lien claims.

Background – Various Maxion Companies

3. MMS is a corporation incorporated under the laws of the Province of Ontario, having its registered office in the City of Barrie, where it carries on business as a development manager. I am the sole Director and Officer of MMS. Attached hereto as **Exhibit “A”** is a copy of a Corporation Profile Report for MMS printed on April 3, 2018.

4. Maxion Group is a corporation incorporated under the laws of the Province of Ontario, having its registered office in the City of Vaughan. I am the sole Director and Officer of Maxion Group. Attached hereto as **Exhibit “B”** is a copy of a Corporation Profile Report for Maxion Group printed on August 30, 2021.

5. I am also the sole Director and Officer of the following corporations incorporated under the laws of the Province of Ontario:

- (a) Maxion & Associates Inc. Attached hereto as **Exhibit “C”** is a copy of a Corporation Profile Report for Maxion & Associates Inc. printed on August 30, 2021.
- (b) Maxion Construction Management – The Uptown Inc. Attached hereto as **Exhibit “D”** is a copy of a Corporation Profile Report for Maxion Construction Management – The Uptown Inc. printed on August 30, 2021.
- (c) 1765414 Ontario Inc. Attached hereto as **Exhibit “E”** is a copy of a Corporation Profile Report for 1765414 Ontario Inc. printed on August 30, 2021.
- (d) Maxion Construction Management Inc. Attached hereto as **Exhibit “F”** is a copy of a Corporation Profile Report for Maxion Construction Management Inc. printed on August 30, 2021.
- (e) Maxion Property Management Inc. Attached hereto as **Exhibit “G”** is a copy of a Corporation Profile Report for Maxion Property Management Inc. printed on August 30, 2021.

Background – Other Parties

6. The Uptown Inc. (“**The Uptown**”), is a corporation incorporated under the laws of the Province of Ontario, having its registered office in the City of Toronto, Ontario. Robert Dal Bianco (“**Robert**”) is a Director and Officer of The Uptown and John C. Wolf (“**Wolf**”) is an Officer. Attached hereto as **Exhibit “H”** is a copy of a Corporation Profile Report for The Uptown printed on March 27, 2018.

7. Deem Management Services Inc. (“**Deem Management**”), is a corporation incorporated under the laws of the Province of Ontario, having its registered office in the City of Waterloo, Ontario. Robert is a director and officer of Deem Management and Wolf is an officer. Attached hereto as **Exhibit “I”** is a copy of a Corporation Profile Report for Deem Management printed on June 19, 2018.

8. Deem Management was the registered owner of the lands and premises where the Project, as described below, was being developed bearing PIN: 22291-0628 (LT) (the “**Subject Lands**”). Attached hereto as **Exhibit “J”** is a Land Title Abstract for the Subject Lands dated June 20, 2018.

The Uptown Project

9. Briefly stated, the project that is the subject of these proceedings related to the development of a seniors’ retirement residence project called the “**Uptown Residences**” on the Subject Lands owned by Deem Management (the “**Project**”).

10. The Project (as described below), called for three separate phases of development as follows:

- (a) Phase 1 – a six story building with 95 seniors’ apartments and 95 assisted-living suites with 35,000 square feet of underground parking;
- (b) Phase 2 – eight story building with an additional 140 units;
- (c) Phase 3 – a second eight story building with 173 units and 6000 square feet available for commercial / retail space.

11. The land on which the Project was located was owned by Deem Management. As far as I am aware, Deem Management is a company that has been working for many decades in the Ontario nursing home and retirement home sector.

12. At the beginning phase of the Project in or about 2010, a portion of the Real Property was vacant land and a portion contained an operating retirement and long-term care home known as Pinehaven Nursing Home (“**Pinehaven**”). To my knowledge, Pinehaven was operated by an unrelated third party and rent was collected by Deem Management from Pinehaven.

13. In or about January 2010, initial planning discussions began between myself, Robert and his design consultants at the time with respect to the design to add an addition to the existing Pinehaven building. During this time, MMS worked on the preliminary design for the addition and assisted with assessing the constructability and budgeting.

14. This initial planning period, which culminated in late 2012 when a presentation centre was opened on the Project site and the site plans were finalized, involved Robert and I working with various consultants and architects, including Onspace Unlimited Inc. and EXP Services Inc.

15. During the first quarter of 2010 to the end of 2011, MMS assisted Deem Management with the planned addition to the Pinehaven building, including construction budgeting and planning.

16. By the first quarter of 2012, MMS had proposed a cost effective alternative development which was to be a standalone building on the vacant land.

17. On or before end of March 2012, MMS and a new design team, as requested by Robert, provided a preliminary design and budget for a new development consisting of 2 “L” Shape stand alone buildings (phases one and two).

18. MMS continued as development managers coordinating the re-zoning of the adjacent lands to meet all municipal requirements to achieve the building permit application and including, but not limited, to construction budgets required for the lending community.

19. During this same period, MMS performed building upgrades for Deem Management in the Pinehaven building, along with performing renovations to Conestoga Lodge and constructing the Uptown sales centre.

20. On or before November of 2013, the consultants applied for building permit and in or about March, 2016, this process had concluded.

21. By May of 2017, MMS had begun construction as general contractor of Phase 1. From in or about May 2017 to March 29 2018, MMS provided on site project managers, a site superintendent and general labourers.

22. MMS continued to hold an on-site presence through July 2018 to maintain the builders risk insurance so not to be deemed to have abandoned the Project site as directed by the Receiver. These personnel were also allowing potential purchasers with access to the Project site.

23. The different companies involved had distinct roles in the Project that evolved as the development and construction proceeded. Additionally, there was an evolution of different structures considered throughout my involvement of the Project. As will be described below, although MMS provided development and construction services since 2010, eventually things evolved to the point where MMS took on an expanded role as general contractors for the Project.

24. To be clear, sometimes the term “Development Manager” was/is used to describe MMS and the services it provided to the Project (as will be elaborated upon below), but in reality that term or description is basically interchangeable with “general contractor”.

Joint Venture and Development Management Contract

25. Pursuant to a Joint Venture and Development Management Agreement dated October 29, 2014 entered into by MMS with various parties, including Deem Management and The Uptown, (the “JV Agreement”), MMS agreed to act as the Development Manager for the development of the Project. Attached hereto as **Exhibit “K”** is a copy of the JV Agreement dated October 29, 2014.

26. The JV Agreement includes both The Uptown and Deem Management. It establishes the role of The Uptown as the “Owner” of the Project and Deem Management as the “Facility Manager”.

27. The role of MMS as the Development Manager is described in detail in the JV Agreement and it provides in Article A-1 that:

The Development Manager agrees to provide the services set forth in GC2-DEVELOPMENT MANAGER'S SERVICES. The Development Manager shall be responsible for the development of the design of the Project and has retained Onospace Unlimited Inc., hereinafter called the "Consultant." The Consultant's services, duties and responsibilities shall be as set out in an agreement between the Development Manager and the Consultant.

28. A few key aspects of the JV Agreement are worth pointing out are the following:

- (a) The Uptown is identified as the "Owner";
- (b) MMS is identified as the "Development Manager", which was really just another way of describing MMS as the general contractor;
- (c) Maxion Property Management Inc. was identified as the "Property Manager"; and
- (d) Deem Management was identified as the "Facility Manager".

29. Furthermore, pursuant to Article 2, the Owner appointed MMS as its "agent" for purposes of managing the development of the Project.

30. Article 4 of the JV Agreement sets out a detailed structure for the Contract Fees that the Owner agreed to pay MMS as Development Manager for Phase 1, 2 and 3 of the Project.

31. Article 6 of the JV Agreement sets out the Payment provisions by which the Owner agreed to make payment to MMS as the Development Manager for its services provided to the Project.

32. As is made clear from the JV Agreement, it was always understood and agreed that MMS would act as the general contractor (i.e. the "Development Manager") for the Uptown Project, and that MMS would be paid for its management services in accordance with the JV Agreement.

33. To be clear, at no time did MMS have an equitable or ownership interest in the Subject Lands or the Project. At all material times, the interest of MMS in the project was acting as general contractor (i.e. Development Manager), the terms of which were set out in the JV Agreement.

34. The other “Maxion” companies had different roles to play in the Project. While it is certainly true that my personal arrangement and agreement with Robert (and his father Donald Dal Bianco) was that I was to personally acquire an equitable ownership interest in the Project, to be held through one of my corporate entities, that ownership interest was never going to be done or held by MMS. It would have been done through Maxion Group or one of its nominees, or perhaps through some new “Maxion” corporate entity depending on what the corporate and tax lawyers advised. However, MMS has always been a company through which development services were provided (i.e. general contracting services), and MMS had never been a land owner and was never going to be a land owner through any share holdings in this Project.

MMS’ Construction Liens

35. On March 29, 2018, MMS registered a Construction Lien in the Land Titles Office for the Registry Division of Waterloo (No. 58) as Instrument Number WR1104680, for the sum of \$4,522,597.28 owing as March 28, 2018 for development management services supplied to the Subject Lands from June 1, 2010 to March 28, 2018 (the “**First Construction Lien**”). Attached hereto as **Exhibit “L”** is a copy of the Construction Lien registered on March 28, 2018.

36. On June 21, 2018, MMS issued a Statement of Claim and subsequently registered a Certificate of Action on title to the Subject Lands to perfect the First Construction Lien. Attached hereto as **Exhibit “M”** is a copy of the Statement of Claim dated June 25, 2018.

37. On July 13, 2018, MMS registered a second Construction Lien in the Land Titles Office for the Registry Division of Waterloo (No. 58) as Instrument Number WR1125115, for the sum of \$560,283.48 owing as July 13, 2018 for development management services supplied to the Subject Lands from April 1, 2018 to July 13, 2018 (the “**Second Construction Lien**”). Attached hereto as **Exhibit “N”** is a copy of the Construction Lien registered on July 13, 2018.

38. On October 4, 2018, MMS issued a Statement of Claim and subsequently registered a Certificate of Action on title to the Subject Lands to perfect the Second Construction Lien. Attached hereto as **Exhibit “O”** is a copy of the Statement of Claim dated October 4, 2018.

MMS Statement and Invoices

39. In the early period of the Project, before the parties had executed the JV Agreement, MMS was invoicing for its project management services and the payments from Deem Management were being made to a numbered company (1765414 Ontario Inc.) at the direction of MMS. The account for 1765414 Ontario Inc. was being used strictly as a clearing account until better clarity of the role MMS was specified as part of the JV Agreement (roles and responsibilities).

40. With respect to the amount claimed by MMS as part of the First Construction Lien, invoices for the development management services that were being rendered were issued monthly. These monthly invoices also included a detailed breakdown of the development services provided in accordance with the terms of the JV Agreement.

41. Attached hereto as **Exhibit "P"** is a copy of the Statement of Account dated March 31, 2018. This Statement of Account shows all the invoices rendered and payments received on the Project. Here are a few noteworthy points to highlight:

- (a) The invoicing started February 29, 2012;
- (b) In total, approximately seventy-three (73) invoices were rendered;
- (c) Of the total invoices rendered up to March 31, 2018, it was only the final five (5) invoices that were unpaid, resulting in the First Construction Lien;
- (d) The total amount invoiced (including taxes) was \$23,218,902.51. The total amount paid was \$18,527,154.18.

42. MMS received payments totalling \$18,527,154.18 related to invoices rendered from March 28, 2012 to September 30, 2017. Attached hereto as **Exhibit "Q"** are copies of the paid invoices and the detailed breakdowns included with each invoice.

43. MMS is owed \$4,522,597.28 related to invoices rendered from October 31, 2017 to March 31, 2018. Attached hereto as **Exhibit "R"** are copies of the unpaid invoices and the detailed breakdowns.

44. As previously mentioned, each invoice rendered for the development management services included a detailed breakdown of the services provided, as can be seen from the invoices and breakdown included in the above Exhibits. The detailed breakdown would provide a breakdown of the contract value, the total work completed to date as a percentage and monetary value, the amount previously billed and the amount being requested on that specific invoice (i.e. Certificate). As the Project progressed, these invoice breakdowns became more and more detailed.

45. MMS would send the invoices on a monthly basis by e-mail to Robert and Michelle Penney, Deem Management's bookkeeper. Each invoice would be reviewed and approved by Robert and Michelle and then approved for payment.

The Second Construction Lien

46. With respect to the amount claimed by MMS as part of the Second Construction Lien, invoices for services rendered were issued in accordance with the terms of the JV Agreement totaling \$560,283.48. Attached hereto as **Exhibit "S"** is a copy of the invoice summary for invoices rendered from April 30, 2018 to July 13, 2018.

47. Through until July 13, 2018, MMS continued to supply development management services to the Project including site monitoring services and continued to be responsible for business development and financial procurement services. Additionally, MMS continued to incur reimbursable expenses.

48. Maxion maintained on-site personnel through July 2018 to maintain the builders risk insurance policy so not to be deemed to have abandoned the Project site and were later requested to continue as directed by the Receiver. This personnel also allowed access to potential purchaser to visit the site.

49. MMS is owed \$560,283.48 related to invoices rendered from April 30, 2018 to July 13, 2018. Attached hereto as **Exhibit "T"** are copies of the invoices from April 30, 2018 to July 13, 2018.

Other Maxion Litigation

50. On or about April 6, 2020, myself and a number of corporations owned and controlled by me, including MMS, commenced a legal action against various defendants, including The Uptown, Robert, Wolf and Deem Management, related to the Project. Benjamin Salsberg is the lawyer of record for myself and the corporate Plaintiffs in that action (the “**Civil Action**”).

51. A review of the Amended Statement of Claim in the Civil Action at paragraph 17(a) and 21 makes clear that, unlike the other Plaintiffs, MMS was not claiming an interest in any shares or equity related to the Project. Attached hereto as **Exhibit “U”** is a copy of the Amended Statement of Claim.

52. Again, to be clear, while I personally claim an entitlement to the equitable ownership interest in the Project (through a rather complicated corporate holding structure) as described in the Civil Action, at all times throughout the duration of the development of the Project, MMS acted as the general contractor (i.e. Development Manager). MMS entered into subcontracts with consultants and others. MMS invoiced the Owner for the development services. MMS was paid for its development services, until the end when its final few invoices were not paid (leading to the lien claims).

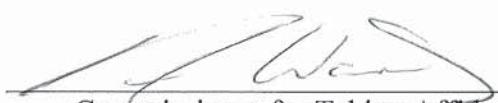
53. Indeed, in his affidavit sworn on July 31, 2019, Robert says at paragraph 8 that “Paul’s company the Maxion Group Inc. (“Maxion”) was the Project’s general contractor”. Then again, at paragraph 20 Robert says “Rather, Paul and Maxion were paid (and I now believe grossly overpaid) as the general contractor for the work on the Project”. Attached hereto and marked as **Exhibit “V”** is a copy of Robert Dal Bianco’s July 31, 2019 affidavit *without exhibits*. While I very much dispute many things stated by Robert in his affidavit which go well beyond the scope

of this affidavit, and while Robert and I have significant disputes with each other regarding the “deal” that we had made with each other regarding my intended ownership interest in the Project, the point herein is that everyone, *including Robert*, knew and understood that MMS was providing general contracting services to the Project. In his affidavit Robert says it was Maxion Group (which is incorrect, when in fact it was MMS), but at the very least this shows an acknowledgement by Robert that general contracting services were in fact being provided to the Project.

54. Finally, I would like to point out that I had addressed my “deal” with Robert, among other things, in a previous affidavit I swore on May 31, 2019. I subsequently corrected two relatively minor points in a follow-up affidavit on June 6, 2019. Both of these affidavits had been previously served on counsel and I believed filed with the Court in this Receivership proceeding. A copy of both Affidavits *without exhibits* are attached as **Exhibit “W” and “X”** for ease of reference. In these Affidavits (see for example paragraph 5 of the first affidavit) I refer to Maxion (or its nominee) being the intended beneficial owner of 50% of the shares of Uptown. In these Affidavits, I was referring to Maxion Group, which was defined to be “Maxion” in paragraph 1 of the affidavit. I was not referring to MMS.

55. I swear this affidavit in support of MMS' Claim for Lien, as required by the endorsement of Justice Pattillo, and for no improper purpose.

SWORN by Paul Michelin of the District Municipality of Muskoka, before me at the City of Barrie, in the Province of Ontario, on September 30, 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits

*Andrew Carswell Wood, B.A. (Hons.), J.D.
Barrister & Solicitor*



PAUL MICHELIN

DONALD DAL BIANCO

-and-

DEEM MANAGEMENT SERVICES LTD. and THE UPTOWN
INC. et al.
Respondents

Applicant

Court File No. CV-18-598657-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL COURT)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT

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Andrew Wood (64286R)
Tel: (705) 792-7963
Fax: (705) 792-7964

Lawyers for the Plaintiff

File Number: 85156

RCP-E 4C (May 1, 2016)

Tab E

In the Matter of the Receivership of Deem Management Services Limited
Interim Statement of Receipts and Disbursements
to October 31, 2021

Court #: 35-124488
Estate #: 35-124488

	\$	\$	\$	\$
<u>Sale of 229 Lexington Road</u>				
Gross Purchase Price	19,960,039.14			
Rent Collected	60,000.00			
Advances from Secured Creditor	189,277.30			
(Receiver Certificate) Note 1				
HST Refund	118,186.18			
Interest Collected from Term Deposit	162,526.47			
Total Receipts	<u>20,490,029.09</u>			20,490,029.09
Less:				
First Mortgage	(8,299,346.58)			
Second Mortgage & Receiver Certificates	<u>(4,944,692.24)</u>			
	<u>(13,244,038.82)</u>	<u>(13,244,038.82)</u>		<u>(13,244,038.82)</u>
<i>Net Proceeds</i>		<u>7,245,990.27</u>		
Less: Professional Disbursements				
Cushman & Wakefield	(293,658.75)			
Blaney's	(350,613.76)			
GSNH	(492,143.65)			
Crowe Soberman Inc.	(268,166.00)			
HST on Crowe Soberman Fees	<u>(34,861.58)</u>			
	<u>(1,439,443.74)</u>		<u>(1,439,443.74)</u>	
Less: Disbursements paid by the Receiver				
Monthly Mortgage Payments (Dal Bianco)	(248,794.80)			
Monthly Mortgage Payments (IMC)	0.00			
Filing Fees	(140.00)			
Wiring Charges	(35.00)			
Receiver General	(180,724.31)			
HST	(55,703.81)			
Software Charge	(310.75)			
Bank Charges	(145.00)			
Bailiff Charges	<u>(7,107.70)</u>			
	<u>(492,961.37)</u>		<u>(492,961.37)</u>	
Total Disbursements		<u>(15,176,443.93)</u>		<u>(15,176,443.93)</u>
Balance in General Ledger				<u>5,313,585.16</u>

E&OE

Note 1 : represents two monthly payments for June and July, 2018, the third payment for August was sent directly to IMC

Tab F

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DONALD DAL BIANCO

Applicant

- and -

**DEEM MANAGEMENT SERVICES LIMITED and
THE UPTOWN INC.**

Respondent

**AFFIDAVIT OF HANS RIZARRI
SWORN NOVEMBER 11, 2021**

I, **Hans Rizarri**, of the City of Toronto, in the Province of Ontario, **AFFIRM** and **STATE THE FOLLOWING TO BE TRUE:**

1. I am a Licensed Insolvency Trustee with the firm of Crowe Soberman Inc. (“**Crowe**”), the Court Appointed Receiver of Deem Management Services Limited (“**Deem**”), and The Uptown Inc. (“**Uptown**”), (collectively referred to as the “**Companies**”), and as such have personal knowledge of the matters deposed to herein.

2. On May 31, 2018 Crowe was appointed Receiver (the “**Receiver**”) without security of all of the assets, undertakings and properties of the Companies pursuant to an Order made by the Honourable Justice Wilton-Siegel of the Ontario Superior Court of Justice.

3. This affidavit is made in support of a motion to be made by the Receiver that seeks, *inter alia*, approval of the fees and disbursements of Crowe in its capacity as Receiver in respect of services provided in connection with these proceedings.
4. Crowe's detailed statement(s) of account which form the period April 1, 2021 through October 31, 2021, disclose in detail (i) the names, hourly rates and time expended by each person who rendered services, and (ii) description of services rendered for the relevant time period. A chart that summarizes the Receiver's fees and detailed time sheets are attached as Exhibit "1" to this Affidavit.
5. I have been actively involved in this matter. I have reviewed the Crowe detailed statement of account and I consider the time expended and the fees charged to be reasonable in light of the services performed and the prevailing market rates for such services.

Affirmed before me at the City of Toronto
in the Province of Ontario, on this 11th day of
November, 2021

.....

.....

Commissioner for Taking Affidavits, etc.

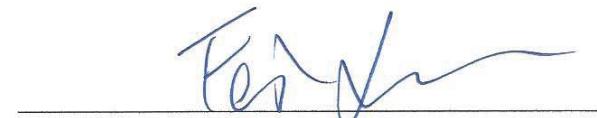
Fei Xue, a Commissioner, etc.,
Province of Ontario, for Crowe Soberman Inc.,
and its affiliates.
Expires February 28, 2023

.....

.....

HANS RIZARRI

This is Exhibit "1" referred to
in the Affidavit of Hans Rizarri
Sworn before me this 11th day of November, 2021



A Commissioner for Taking Oaths,
in and for the Province of Ontario

Fei Xue, a Commissioner, etc.,
Province of Ontario, for Crowe Soberman Inc.,
and its affiliates.
Expires February 28, 2023

INVOICE

Deem Management Services Inc.
229 Lexington Road,
Unit nF2
Waterloo, ON, N2K 2E1

Invoice Number: Pro Forma
Date: 11/11/2021
Invoice Account: 1020677
HST Number: R104902077

Re: In the matter of Receivership of Deem Management Services Inc..
For professional services rendered by the Receiver
from April 1, 2021 to October 31, 2021, as per attached time sheets

Professional Fee: 14,386.75
GST/HST: 1,870.28
Balance Due: 16,257.03

Billing Worksheet Report

From: 4/1/2021 To: 10/31/2021

Contract: 1020677 Contract Name: Deem Management Services Inc.

Project: 029444

Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
4/6/2021	5713	Receivership	Hour	FX	2.00	245.00	490.00
		review and edit WIP for the Receiver's 4th report to the Court, review and revise Receiver's interim SRD	Hour	HMR	1.30	620.00	806.00
4/6/2021	5711	Reports	Hour	HMR	2.80	620.00	1,736.00
4/7/2021	5711	4th Report of receiver draft, dis w staff appendices, aff fees; legal fees reviewed	Hour	HMR			
		B.Bissell discussions re 4th report; review w FX interim rec disb and fee affid; review draft of 4th Report, planning thereof	Hour	HMR	0.20	620.00	124.00
4/7/2021	5710	Banking - File Specific	Hour	HMR			
		Review banking, disbursements	Hour	HMR	3.20	620.00	1,984.00
4/8/2021	5711	Reports	Hour	HMR	1.30	620.00	806.00
		4th report of receiver, draft, compile and finalize w staff, B.Bissell	Hour	HMR			
4/9/2021	5711	Reports	Hour	HMR			
		4th Report finalize, B.Bissell draft order J.Gilmore re reference to matter; review and f/up re o/s matters	Hour	HMR	0.30	620.00	186.00
4/13/2021	5710	Banking - File Specific	Hour	FX	0.40	245.00	98.00
		lien sub trade review	Hour	HMR	0.40	620.00	248.00
		review bankin to date with Hans	Hour	HMR	0.30	620.00	186.00
4/14/2021	5710	Banking - File Specific	Hour	FX	0.25	245.00	61.25
		prep instruction to TD re- cashing out \$100K of GIC to cover legal, process cashed in GIC and banking	Hour	HMR			
4/14/2021	5710	Banking - File Specific	Hour	HMR			
		Banking review, disb with Fei Xue	Hour	HMR			
4/15/2021	5710	Banking - File Specific	Hour	HMR			
		Banking, GIC, SRD w FX	Hour	HMR			
4/20/2021	5711	Reports	Hour	FX	0.25	245.00	61.25
		Corresp btw legal counsel re positions re proposed May 3rd hearing	Hour	HMR			
4/26/2021	5710	Banking - File Specific	Hour	FX			
		review banking to date with Hans	Hour	HMR			
4/27/2021	5710	Banking - File Specific	Hour	FX	0.25	245.00	61.25
		process term deposit (GIC) and interest earned	Hour	HMR	0.80	620.00	496.00
4/30/2021	5704	Review	Hour	HMR	0.40	620.00	248.00
		Corresp re May 3rd hearing date and request for Blaneys account, planning and position of receiver	Hour	HMR			
5/5/2021	5704	Review	Hour	HMR			

Billing Worksheet Report

From: 4/1/2021 To: 10/31/2021

Court hearing 930 case conference, corresp btw legal counsel; corresp B.Bissell; review of receiver's position thereof	Hour	HMR	0.30	620.00	186.00
5/6/2021 5704 Review	Hour	FX	0.25	245.00	61.25
Dis w B.Bissell re court hearing date set problems, HST reassess issue	Hour	HMR	0.30	620.00	186.00
5/10/2021 5710 Banking - File Specific	Hour	FX	0.25	245.00	61.25
review banking to date with Hans	Hour	HMR	0.30	620.00	186.00
5/18/2021 5704 Review	Hour	HMR	0.30	620.00	186.00
Blaney - law pro update review of receiver position thereof; corresp btw legal counsel; next steps	Hour	HMR	0.20	620.00	124.00
B.Bissell to keep matters moving fwd	Hour	HMR	0.10	620.00	62.00
5/21/2021 5704 Review	Hour	FX	0.25	245.00	61.25
Blaney ready to proceed to court of appeal, reference to master	Hour	HMR	0.50	620.00	310.00
5/31/2021 5704 Review	Hour	FX	0.25	245.00	61.25
Corresp from court	Hour	HMR	0.50	620.00	310.00
6/8/2021 5710 Banking - File Specific	Hour	FX	0.25	245.00	61.25
review banking to date with Hans	Hour	HMR	0.50	620.00	310.00
6/14/2021 5704 Review	Hour	FX	0.25	245.00	61.25
B.Bissell corresp, motion of receiver o/s, review of recent history to date, several attempts at scheduling, planning w B.Bissell	Hour	HMR	0.50	620.00	310.00
6/23/2021 5710 Banking - File Specific	Hour	FX	0.25	245.00	61.25
process term deposit (GIC) renewal and posting of interest earned	Hour	HMR	0.50	620.00	310.00
6/23/2021 5720 CRA / Audit / Filings	Hour	DPR	1.00	265.00	265.00
Review of CRA, HST filing matters w staff, instructions thereof	Hour	DPR	1.00	265.00	265.00
6/28/2021 5713 Receivership	Hour	FX	0.25	245.00	61.25
Communicated with CRA and filed outstanding HST Returns for 2019	Hour	HMR	0.50	620.00	310.00
6/29/2021 5713 Receivership	Hour	DPR	1.00	265.00	265.00
Filing outstanding HST returns in 2021 and verifying ITCs being claimed in April 2021	Hour	FX	0.25	245.00	61.25
6/30/2021 5710 Banking - File Specific	Hour	HMR	0.50	620.00	310.00
review banking to date with Hans	Hour	DPR	0.75	265.00	198.75
7/15/2021 5704 Review	Hour	DPR	0.30	265.00	79.50
Dis w B.Bissell corresp btw legal counsel continued inordinate time delays, corresp to parties re receiver's position	Hour	HMR	0.10	620.00	62.00
7/15/2021 5713 Receivership	Hour	HMR	0.80	620.00	496.00
review HST letter and call with CRA regarding what needs to be done in order to receive the ITCs claimed; and directing Hunter Mei to file all HST returns for 2020	Hour	DPR	0.30	265.00	79.50
7/21/2021 5713 Receivership	Hour	HMR	0.10	620.00	62.00
spoke to Wendy Rueger of CRA re ITC refund for 2019 - 2021	Hour	HMR	0.80	620.00	496.00
8/4/2021 5704 Review	Hour	HMR	0.10	620.00	62.00
Corresp with legal counsel review	Hour	HMR	0.80	620.00	496.00
8/9/2021 5704 Review	Hour	HMR	0.10	620.00	62.00
					Motion Record Page No. 625

Billing Worksheet Report

From: 4/1/2021 To: 10/31/2021

Prep review in prep for scheduling hearing before Justice Patillo; post corresp btw parties; planning	Hour	HMR	0.30	620.00	186.00
8/9/2021 5711 Reports	Hour	FX	0.25	245.00	61.25
Attend before Justice Patillo	Hour	HMR	0.60	620.00	372.00
8/11/2021 5710 Banking - File Specific	Hour	HMR	0.60	620.00	66.25
review banking to date with Hans	Hour	DPR	0.25	265.00	132.50
8/17/2021 5705 Creditor/Debtor Inquiries/Assistance	Hour	DPR	0.50	265.00	132.50
Review of E.Gionet corresp re Patillo, J. endorsement; corresp to B.Bissell on same; receiver's position	Hour	DPR	0.50	265.00	132.50
thereof	Hour	DPR	0.50	265.00	132.50
8/23/2021 5713 Receivership	Hour	DPR	0.50	265.00	132.50
return call from Wendy Rueger at CRA re HST refund	Hour	DPR	0.50	265.00	132.50
8/25/2021 5713 Receivership	Hour	DPR	0.50	265.00	132.50
call with Wendy Rueger from CRA re outstanding HST returns to be filed and related refund to be	Hour	DPR	0.50	265.00	132.50
received by Deem	Hour	DPR	0.50	265.00	132.50
9/23/2021 5713 Receivership	Hour	FX	0.25	245.00	61.25
filed HST returns and discussion with Wendy Rueger of CRA re when we will receive refund	Hour	FX	0.25	245.00	61.25
9/24/2021 5710 Banking - File Specific	Hour	FX	0.25	245.00	61.25
process term deposit (GIC) and term deposit renewal	Hour	FX	0.25	245.00	61.25
9/24/2021 5710 Banking - File Specific	Hour	HMR	0.70	620.00	434.00
review banking to date with Hans	Hour	DPR	3.00	265.00	795.00
10/1/2021 5704 Review	Hour	HMR	0.60	620.00	372.00
Meeting with Brendan Bissell continuing matters, upcoming court hearing; supplementary report dis;	Hour	DPR	1.50	265.00	397.50
review file planning for report thereof	Hour	DPR	0.25	265.00	66.25
10/18/2021 5711 Reports	Hour	FX	0.25	245.00	61.25
drafting supplement to 4th report	Hour	HMR	0.30	620.00	186.00
10/20/2021 5704 Review	Hour	HMR	0.30	620.00	186.00
Corresp B.Bissell re Gionet email corresp, review thereof, considerations receiver's position	Hour	DPR	1.50	265.00	397.50
10/20/2021 5711 Reports	Hour	DPR	0.25	265.00	66.25
Supp report w DP, planning thereof	Hour	FX	0.25	245.00	61.25
10/21/2021 5711 Reports	Hour	HMR	0.30	620.00	186.00
Dis w B.Bissell; review and planning of supp report with staff	Hour	DPR	0.25	265.00	66.25
10/22/2021 5713 Receivership	Hour	FX	0.25	245.00	61.25
Updated Report and prepared interim SRD	Hour	HMR	0.30	620.00	186.00
10/28/2021 5713 Receivership	Hour	DPR	0.25	265.00	66.25
Call with Wendy Rutger of CRA re HST accounts	Hour	FX	0.25	245.00	61.25
10/29/2021 5710 Banking - File Specific	Hour	HMR	0.30	620.00	186.00
review banking to date with Hans	Hour	DPR	0.25	265.00	66.25
Project: 029444			31.35		14,386.75

DONALD DAL BIANCO (Applicant) - and -DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.
(Respondents)

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

FEES AFFIDAVIT OF HANS RIZZARI

Hans Rizzari, CPA, CA, CIRP, LIT
Trustee License No. 2680

Crowe Soberman Inc.
Licensed Insolvency Trustee
2 St Clair Avenue East, 12th Floor
Toronto, Ontario,
M4T 2T5
Tel: 416-929-2500
Fax: 416-929-2555
hans.rizzari@crowesoberman.com

Tab G

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

AFFIDAVIT OF JOËL TURGEON

(sworn November 12, 2021)

I, Joël Turgeon, of the City of Toronto, MAKE OATH AND SAY:

1. I am a lawyer at the law firm of Goldman Sloan Nash & Haber LLP (“GSNH”) and have knowledge of the matters in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.
2. GSNH are lawyers of record for Crowe Soberman Inc. in its capacity as the Court appointed receiver (the “**Receiver**”) in this proceeding.
3. Attached as **Exhibit “A”** to this affidavit is a copy of the invoice rendered by GSNH to the Receiver for fees and disbursements incurred by GSNH in this proceeding for the period from April 1, 2021 to October 31, 2021.
4. Attached as **Exhibit “B”** to this affidavit is a schedule summarizing each entry in Exhibit “A”, the total billable hours charged and the total fees charged.

5. The accounts attached at Exhibit "A" are comprised of hours docketed by the following timekeepers at GSNH with the corresponding hourly rates:

R. Brendan Bissell (after June, 2021)	\$575.00
R. Brendan Bissell (to June, 2021)	\$550.00
Joël Turgeon	\$325.00

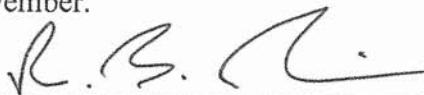
6. The average hourly rate charged for the invoices set out in Exhibit "A" is \$536.04.

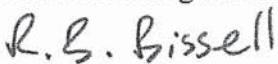
7. I am advised by Brendan Bissell and therefore believe that the rates charged by GSNH throughout the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

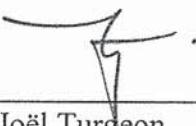
8. The hourly billing rates outlined above are comparable to the hourly rates charged by GSNH for services rendered by R. Brendan Bissell and Joël Turgeon in relation to similar proceedings.

9. I make this affidavit in support of a motion by the Receiver for, among other things, approval of the fees and disbursements of GSNH as its counsel for the period from February 1, 2019 to March 31, 2021.

SWORN BEFORE ME via Zoom at the City of Toronto, in the Province of Ontario, this 12th day of November.



Commissioner for taking affidavits




Joël Turgeon

This is **Exhibit “A”** to the
Affidavit Joël Turgeon,
sworn before me this 12th
day of November, 2021

R. B. R.

A Commissioner, etc.



GOLDMAN SLOAN NASH & HABER LLP
BARRISTERS & SOLICITORS

Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Crowe Soberman Inc.
2 St. Clair Ave East
Toronto, ON M4T 2T5
Canada

Billing Lawyer Brendan Bissell
Invoice No. 187784
HST # 12233 6290 RT0001
Invoice Date November 11, 2021

Attention: Mr. Hans Rizarri

Client ID: 100597 Matter ID: 0001

**RE: Deem Management Services Limited, Maxion Construction
Management - The Uptown Inc., Maxion Construction
Management Inc., 2453678 Ontario Inc., Donald Dal Bianco,
Eugene Simnos and Institutional Mortgage Capital Canada Inc.**

FOR PROFESSIONAL SERVICES RENDERED through October 22, 2021

Date	Professional	Hours	Narrative	Amount
04/02/21	BB	2.10	Revisions to the draft Fourth Report regarding review of the subtrade lien claims and the claims by Maxion and issues with same.;	1,155.00
04/03/21	BB	1.70	Completed revisions to the draft Fourth Report, including portion on further steps and directions to the Receiver on involvement in same. Email to H. Rizarri re: revised draft and subtrade lien claim review.;	935.00
04/06/21	BB	0.50	Emails with H. Rizarri re: finalizing the Fourth Report. Emails and telephone call with H. Rosenberg re: Fourth Report and possible hearing to deal with outstanding reference issues.;	275.00
04/08/21	BB	1.80	Preparation of fee affidavit. Assembled appendices for the Fourth Report. Finalized the Fourth Report and email to H. Rizarri re: same.;	990.00
04/09/21	JT	0.40	Study latest receiver's report;	130.00
04/12/21	BB	0.10	Emails with H. Rosenberg re: timing of a motion to	55.00

Date	Professional	Hours	Narrative	Amount
			deal with the Fourth Report.;	
04/20/21	BB	1.80	Telephone call with D. Ullmann re: status of attempts to find counsel to act for Blaneys in the new Maxion lawsuit, and issues re: the proposed lien reference and possible interplay with that lawsuit. Email to the Court re: available time for a motion. Email to the Service List re: proposed hearing date. Email from B. Phillips re: possible objection to a lien reference for the issues raised in the new Maxion lawsuit. Review of issues and email to B. Phillips re: concerns about same.;	990.00
04/21/21	JT	1.50	Emails among counsel re: upcoming hearing; draft notice of motion and draft order re: same;	487.50
04/21/21	BB	0.30	Several emails with H. Rizarri, and E. Gonet re: possible case conference on May 3. Emails to D. Ullmann re: same.;	165.00
04/22/21	BB	0.40	Email to the parties re: ongoing impasse over Blaneys' representation of Dal Bianco.;	220.00
04/23/21	JT	0.20	Emails among counsel re: status of file and upcoming hearing;	65.00
04/26/21	BB	0.40	Email from and to E. Gonet re: lack of booking for the May 3 date and related issues. Further emails with H. Rosenberg and J. Armel re: same.;	220.00
04/27/21	BB	0.40	Emails with E. Gonet re: redacted invoices requested and timing of a possible case conference.;	220.00
04/28/21	JT	0.20	Correspondence among counsel re: reference to construction master, continuation of representation for D. Dal Bianco, and attendant matters;	65.00
05/04/21	BB	0.60	Emails with the Court re: time for a case conference. Several emails with the service list re: same.;	330.00
05/06/21	BB	0.20	Emails with E. Gonet re: timing of a case conference or 9:30 appointment.;	110.00
05/18/21	JT	0.20	Emails re: Dal Bianco's counsel being able to continue to act, and attendant procedural matters;	65.00
05/18/21	BB	0.80	Emails from D. Ullmann and H. Rosenberg re: next steps. Reply email re: same and re: substantive issues to review. Emails with J. Wolf re: requested affidavit materials.;	440.00
05/21/21	BB	0.20	Emails with opposing counsel re: possible dates for the appeal hearing.;	110.00
06/14/21	BB	0.30	Emails with E. Gonet re: status of the appeal hearing date and the Receiver's motion. Email to the Commercial List office re: hearing date for the	172.50

Date	Professional	Hours	Narrative	Amount
			Receiver's motion.;	
07/08/21	BB	0.20	Email to the Court re; availability of a hearing date. Emails with J. Armel re: same.;	115.00
07/12/21	BB	0.30	Emails with the Court re: time available for hearing and required 9:30 appointment for a longer hearing. Emails with counsel for the parties re: same.;	172.50
07/13/21	BB	0.30	Emails with D. Ullmann re: lack of availability for hearing.;	172.50
07/15/21	JT	0.20	Multiple emails among counsel re: upcoming hearing and attendant matters;	65.00
07/15/21	BB	0.60	Review of lengthy emails from D. Ullmann and E. Gionet re: timing issues and opposition to lien reference for Maxion claims. Reply email re: position of the Receiver on same.;	345.00
07/29/21	BB	0.20	Email to the Court re: request for a 90 minute hearing date.;	115.00
08/04/21	BB	0.40	Emails with the Court and with counsel re: scheduling hearing on August 9.;	230.00
08/07/21	BB	1.40	Review of correspondence among the parties. Preparation of briefing note for the scheduling hearing on Aug. 9.;	805.00
08/09/21	BB	2.10	Several emails and calls with H. Rizarri, D. Ullmann, and H. Rosenberg re: issues and materials before the Court for the hearing. Preparation for and attendance at hearing.;	1,207.50
08/10/21	BB	0.40	Emails with H. Rosenberg and the Service List re: endorsement of Justice Pattillo. Telephone call with D. Ullmann re: issues with the proposed reference and Maxion's claims.;	230.00
08/18/21	BB	2.30	Review of second mortgage payout documentation and of invoices provided by Blaneys to be paid under same. Preparation of redacted invoices and email to E. Gionet re: same. Emails with E. Gionet re: position of the Reciever on review of Maxion's lien claim and content of the affidavit to be delivered.;	1,322.50
09/07/21	JT	0.30	Peruse Michelin affidavit served;	97.50
10/15/21	BB	2.10	Review of emails from D. Ullmann and E. Gionet re: proposed cross-examinations. Telephone call with D. Ullmann re: same and re: proposed reference. Review of affidavit of P. Michelin sworn Sept. 1, 2021 and analysis of same. Email to the parties re: proposed cross-examination and proposed reference.;	1,207.50

Date	Professional	Hours	Narrative	Amount
10/20/21	BB	0.60	Telephone call with E. Gonet re: appeal on Nov. 17, motion on Nov. 18, issues on the reference and requested cross-examination of P. Michelin and issues with same. Review of the Fourth Report re: provision of documents by Maxion.;	345.00
10/21/21	BB	0.20	Telephone call with H. Rizarri and D. Posner re: preparation of a supplementary report.;	115.00
10/22/21	BB	0.80	Review of emails from B. Philips, E. Gonet and D. Ullmann re: cross-examination issues. Telephone call with D. Ullmann re: position of the Receiver on same. Email to B. Salsberg re: issues with the new Maxion claim.	460.00
				Sub-Total Fees: 14,205.00
				HST on Fees: 1,846.65
TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,846.65 HST):				\$ 16,051.65

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



GOLDMAN SLOAN NASH & HABER LLP
BARRISTERS & SOLICITORS

Suite 1600
480 University Avenue
Toronto, Ontario
M5G 1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

Crowe Soberman Inc.
2 St. Clair Ave East
Toronto, ON M4T 2T5
Canada

Attention: Mr. Hans Rizarri

Invoice No. 187784
Invoice Date: November 11, 2021

Client ID: 100597
Matter ID: 0001
Billing Attorney: BB

16,051.65

Previous Balance: 32,004.43

Total Amount: **48,056.08**

Amount Remitted: \$ _____

This is **Exhibit “B”** to the
Affidavit of Joël Turgeon,
sworn before me this 12th
day of November, 2021

R.B.R.

A Commissioner, etc.

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

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

**Summary of Accounts of Goldman Sloan Nash & Haber LLP
(From April 1 to October 31, 2021)**

Invoice No.	Date	Period Ending	Hours	Fees	Disbursements	HST	Total
187784	Nov. 11, 2021	October 31, 2021	26.5	14,205.00	\$0	\$1,846.65	\$16,051.65

DONALD DAL BIANCO
and
DEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO

AFFIDAVIT OF JOËL TURGEON
(sworn November 12, 2021)

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsmh.com

Lawyers for the Receiver, Crowe Soberman Inc.