

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**MOTION RECORD OF THE RECEIVER
(Returnable February 27, 2023)**

January 4, 2023

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(as of January 4, 2023)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

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APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**MOTION RECORD OF THE RECEIVER
(Returnable February 27, 2023)**

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TAB 1

Court File No. CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**NOTICE OF MOTION
(Returnable February 27, 2023)**

Crowe Soberman Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of Real Property and Personal Property of 12411300 Canada Inc. (the “**Debtor**”), will make a motion to the Court on February 27, 2023 at 10:00 a.m. or as soon after that time as the motion can be heard,

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

- In writing under subrule 37.12.1(1) because it is **on consent or unopposed or made without notice**;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

[Zoom link to be uploaded on Caselines.](#)

THE MOTION IS FOR:

An order (“**Order**”), substantially in the form included at **Tab “3”** to the Motion Record,

- (a) approving the third report of the Receiver (the “**Third Report**”) and the activities of the Receiver as set out in the Third Report;
- (b) approving the Receiver’s statement of receipts and disbursements;
- (c) approving the fees and disbursements of the Receiver and of the Receiver’s counsel;
- (d) discharging Crowe Soberman in its capacity as Receiver; and
- (e) Such further and other relief as the Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (f) Pursuant to an Order of the Honourable Justice Cavanagh dated July 22, 2022 (the “**Receivership Order**”) made on application by Triple-I Capital Partners Limited (the “**Applicant**”), Crowe Soberman Inc. was appointed as Receiver over the Real Property and Personal Property of the Debtor (as such terms are defined in the Receivership Order).
- (g) The Debtor’s primary asset is the Real Property which consists of a 0.85 acre parcel of industrial land, as well as the 18,201 square foot building located thereon.
- (h) Prior to the October 14, 2022 attendance before the Honourable Justice Cavanagh, the Receiver had taken necessary steps in accordance with the Receivership Order to prepare for the implementation of a process to market and sell the Real Property (the “**Sale Process**”).

- (i) Following the service and filing of materials by the Receiver in respect of the motion to approve the Sale Process, the Receiver was advised that the Debtor was in the process of finalizing an imminent refinancing of the Real Property.
- (j) On October 14, 2022, Justice Cavanagh issued two orders:
 - i. the sale process approval order (“**Sale Process Order**”); and
 - ii. an ancillary order, providing for pause in the Receiver’s implementation of the Sale Process pending the Debtor’s refinancing efforts, among other terms (the “**Ancillary Order**”).
- (k) On October 21, 2022, the Court issued an endorsement, among other things, revising paragraph 4 of the Ancillary Order, extending the temporary pause to the Receiver’s Sale Process for an additional four (4) days, to permit the Debtor until October 25, 2022 to complete closing of the refinancing transaction.
- (l) On October 28, 2022, the Court issued an order directing the payment of certain funds by the Debtor to the Lender and to the Receiver, respectively (“**October 28 Order**”). The October 28 Order provided for the discharge of various charges on the Property, as well as other steps to be taken in connection with the closing of the Debtor’s refinancing transaction.

Secured Debt Owing to Applicant Paid by the Debtor

- (m) On October 28, 2022, funds in the aggregate amount of \$6,861,223.16 were paid by the Debtor to counsel for the Applicant and Receiver, as applicable, for the purpose of satisfying the secured debt owed by the Debtor to the Applicant.

- (n) The payment was made in two tranches. The first tranche was in the amount of \$6,464,232.96 representing the net amount owing with respect to the principal loan, interest thereon up to October 26, 2022, and property tax owing to the city of Brampton.
- (o) The second tranche was in the amount of \$396,990.20 representing a portion of the amount that the Debtor purports to dispute (the “**Disputed Funds**”).
- (p) The Disputed Funds are in connection with amounts owing for professional fees and disbursements to the Receiver, the Receiver’s counsel, counsel to the Applicant, a lump sum payment in connection with Section 17 of the *Mortgages Act*, and other fees incurred by the Applicant relating to these receivership proceedings.
- (q) As part of the second tranche, the Applicant paid a \$125,000 portion of the Disputed Funds, without prejudice to the Debtor’s future right to dispute the amount.

Fees and Disbursements of Receiver and Legal Counsel

- (r) The Receiver and its counsel have maintained detailed records of their professional time and costs since the commencement of this receivership proceeding and now seeks approval of same.
- (s) The total fees of the Receiver amount to \$106,722.25, plus disbursements of \$32,851.56, and HST in the amount of \$17,364.40 (the “**Receiver’s Fees and Disbursements**”).
- (t) The total fees for services by Miller Thomson LLP as of December 28, 2022, amount to \$91,014.94 (inclusive of HST and disbursements) (the “**Miller Thomson Fees and Disbursements**”).
- (u) The Receiver’s Fees and Disbursements and Miller Thomson’s Fees and Disbursements are fair and reasonable in the circumstances and have

been properly incurred in accordance with the provision of the Receivership Order.

Discharge is Appropriate

- (v) The administration of the receivership is substantially complete. As such, the Receiver seeks an order discharging it effective upon the filing of the Discharge Certificate substantially in the form attached as Appendix "A" to the draft Order.
- (w) Receiver estimates that the additional costs required to complete the administration of the receivership will be approximately \$5,000.
- (x) If approved, the Receiver intends to pay its accounts and those of its legal counsel prior to discharge.

General

- (y) The circumstances exist to make the Order sought by the Receiver appropriate.
- (z) The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, including section 243;
- (aa) The provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, including section 101;
- (bb) Rules 1.04, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
- (cc) Such further and other grounds as counsel may advise and this Court may permit.

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

- (dd) The Receivership Order;
- (ee) The First Report of the Receiver to this Court dated August 8, 2022;
- (ff) The Second Report of the Receiver to this Court dated October 7, 2022;
- (gg) The Third Report of the Receiver to this Court dated January 4, 2023; and
- (hh) Such further and other material as counsel may submit and this Court may permit.

JANUARY 4, 2023

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TO: SERVICE LIST

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

and

12411300 CANADA INC.
Respondent

Court File No.: CV-22-00684372-00CL

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

Proceeding commenced at TORONTO

**NOTICE OF MOTION
(Returnable February 27, 2023)**

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TAB 2

Court File No. 22-00684372-00CL

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

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

THIRD REPORT OF THE RECEIVER

January 4, 2023

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APPENDIX “E” – Endorsement dated October 21, 2022

APPENDIX “F” – Order, dated October 28, 2022

APPENDIX “G” – Receiver’s Statement of Receipts and Disbursements

APPENDIX “H” –Affidavit of Hans Rizarri sworn January 4, 2023

APPENDIX “I” – Affidavit of Monica Faheim sworn January 3, 2023

Court File No. 22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

THIRD REPORT OF THE RECEIVER

January 4, 2023

I. INTRODUCTION

1. Pursuant to an Order of the Honourable Justice Cavanagh dated July 22, 2022 (the “**Receivership Order**”), made on an application by Triple-I Capital Partners Limited (the “**Applicant**”), Crowe Soberman Inc. (“**Crowe**”) was appointed as receiver and manager (in this capacity, the “**Receiver**”) over the Real Property and Personal Property of 12411300 Canada Inc. (the “**Debtor**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The principal purpose of these receivership proceedings was to allow the Receiver to take possession and control of the Debtor’s assets and to maximize recoveries for the Respondent’s stakeholders through the sale of the property and assets located at 237B Advance Blvd. Brampton, Ontario (the “**Real Property**”).

II. PURPOSE OF THE THIRD REPORT

3. This Third Report is prepared and filed to:
 - (a) update the Court on the Receiver’s activities since the date of the Second Report of the Receiver to the Court, dated October 7, 2022 (“**Second Report**”). A copy of the Second Report without Appendices is attached hereto as **Appendix “B”**;
 - (b) update the Court regarding the status of the secured debt that was owing between the Applicant and the Debtor and as it relates to these receivership proceedings;

(c) recommend that this Court issue an Order:

- (i) approving this Third Report and the Receiver's activities as set out herein;
- (ii) approving the fees and disbursements of the Receiver and of the Receiver's counsel;
- (iii) approving the Receiver's proposed statement of receipts and disbursements; and
- (iv) discharging Crowe in its capacity as Receiver, and if discharged, this Third Report will be the Receiver's final report.

III. TERMS OF REFERENCE

4. In preparing this Third Report, the Receiver has received and relied on certain books and records, financial information, e-mails, correspondence and discussions from the Applicant and its counsel and the Debtor and its counsel (collectively, the "**Information**").

5. Except as described in this Third Report, the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy and completeness of the Information in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the *Chartered Professional Accountants of Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information is required to perform its own diligence.

6. A copy of this Third Report and related documents will be made available on the Receiver's website at <https://www.crowe.com/ca/crowesberman/insolvency-engagements/12411300-canada-inc> (the "**Website**").

7. Unless otherwise noted, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

IV. BACKGROUND

The Real Property

8. The Respondent operates two medical clinics located in Mississauga and Brampton, Ontario called Erin Mills Health & Wellness Centre. The Respondent's primary business is the production and distribution of medical supplies, specifically cannabis-related products.

9. The Respondent's primary asset is the Real Property which consists of a 0.85 acre parcel of industrial land, as well as the 18,201 square foot building located thereon. Within the building, there are specialized equipment and extensive leasehold improvements for the production of medical supplies and cannabis-related products.

Secured Debt

10. As of the date of the Receivership Order, the following creditors held security over the Real Property of the Debtor:

- (a) Triple-I Capital Partners Limited in the amount of \$6,865,154 plus additional interest and accrued expenses; and
- (b) Elena Narskaia, Evgenia Provad, Yury Goltsman, Tatyana Bershak, Svetlana Sheiman, Elena Nalbandyan, Elena Kotliarenko, and Ilya Avrutov (the "**Second Mortgagees**") in the amount of \$2,000,000. The Receiver notes that per the Affidavit sworn by Volodymyr Burko dated October 10, 2022, the Debtor made a payment to the Second Mortgagees in the amount of \$410,000, and accordingly, the principal amount currently owing to the Second Mortgagees is in the amount of \$1,590,000.

11. The Receiver notes that it has been advised by legal counsel to the Debtor that there are no other significant creditors, whether secured or unsecured.

Sale Process and October 14, 2022 Hearing

12. Prior to the October 14, 2022 attendance before the Honourable Justice Cavanagh, the Receiver had taken necessary steps in accordance with the Receivership Order to prepare for the implementation of a process to market and sell the Real Property (the "**Sale Process**"). Following service and filing of materials by the Receiver in respect of the motion to approve the Sale Process, the Receiver, through counsel, corresponded extensively with counsel to the Debtor, who advised that the Debtor was in the process of finalizing an imminent refinancing. In light of the circumstances, the Receiver agreed to temporarily pause any steps to implement the Sale Process to permit the Debtor's refinancing to be completed. Following an attendance before Justice Cavanagh on October 14, 2022, the Court issued two orders:

- (a) the sale process approval order ("**Sale Process Order**"); and

(b) an ancillary order, providing for pause in the Receiver's implementation of the Sale Process pending the Debtor's refinancing efforts, among other terms (the "Ancillary Order").

13. A copy of the Sale Process Order and the Ancillary Order is attached hereto as **Appendices "C" and "D"** respectively.

Debtor Break-In and Enter at Premises

14. On October 13, 2022, the bailiff on-site at the Real Property reported to the Receiver that the locks on the chain at the front gate of the Real Property had been removed, and the front door locks changed. The Receiver's counsel immediately wrote to the Debtor's counsel regarding the issue, and was advised that the Debtor mistakenly thought it was permitted to show the Property to a lender.

15. The Receiver incurred additional expense to remedy the issue, including, among other things, instructing the bailiff to re-change the locks, replace the chain at the front gate of the Real Property, and check the equipment and premises to ensure that none of the Debtor's property on-site had been removed from the premises.

Further Court Attendance

16. On October 21, 2022, the Court issued an endorsement revising paragraph 4 of the Ancillary Order to permit the Debtor an additional four days (until October 25, 2022 at 5:00pm) to complete closing of the refinancing transaction. A copy of the October 21, 2022 endorsement is attached as **Appendix "E"**.

17. As set out in further detail below, the Debtor paid funds in the amount of \$6,861,223.16 to counsel for the Applicant in trust to satisfy the obligations owed by the Debtor to the Applicant. Accordingly, it became unnecessary for the Receiver to implement the Sale Process.

18. On October 28, 2022, the Court issued an order directing the payment of certain funds by the Debtor to the Lender and to the Receiver, respectively ("October 28 Order"). The October 28 Order provided for the discharge of various charges on the Property, as well as other steps to be taken in connection with the closing of the Debtor's refinancing transaction. A copy of the October 28 Order is attached as **Appendix "F"**.

V. ACTIVITIES OF THE RECEIVER

19. In addition to the activities described above, the Receiver's activities since the date of the Second Report have included, among other things, the following:

- (a) attending and arranging for a bailiff to attend the Real Property periodically, to ensure the security of the Real Property;
- (b) arranging for a bailiff to reinstall locks to the Real Property for the purpose of assisting the Receiver in regaining access and control over the Real Property, specifically on October 13, 2022, when the Receiver discovered that the locks installed by the bailiff, in accordance with the Receivership Order, were removed;
- (c) communicating with NFP Insurance and obtaining the Certificate of Insurance with respect to the Real Property and assessing this Insurance Policy and whether it satisfies the Receiver's requirements with respect to these receivership proceedings;
- (d) communicating with Firstbrook Cassie & Anderson Ltd. and cancelling the Insurance Policy that was put in place by the Receiver at the outset of these receivership proceedings (the Receiver determined that the Insurance Policy with respect to the Real Property that was in place prior to the Receivership Order was sufficient);
- (e) corresponding with Avison Young ("AY") regarding the proposed Sale Process, the payment structure thereof, including arranging for the Sale Process to be halted and to resume on October 22, 2022 pursuant to the Sale Approval Order;
- (f) notifying AY that the Sale Process was no longer necessary following payment by the Debtor of the funds satisfying the debt owing to the Applicant;
- (g) delivering the keys and access cards with respect to the Real Property, to the Debtor, after payment by the Debtor of the funds satisfying the debt owing to the Applicant;

- (h) corresponding with representatives of the Respondent and their counsel regarding, among other things, information requests and the terms of consent orders in advance of court attendances;
- (i) engaging with representatives of the Respondent, the Applicant, and the second mortgagee of the Real Property and/or their legal counsel to facilitate cooperation throughout these proceedings;
- (j) arranging for the discharge of the Receiver's charge on the Property;
- (k) preparing this Third Report; and
- (l) maintaining the Receiver's Website during these proceedings.

VI. SECURED DEBT OWING TO THE APPLICANT PAID OUT BY DEBTOR

20. On October 28, 2022, funds in the aggregate amount of \$6,861,223.16 were paid by the Debtor to counsel for the Applicant and Receiver, as applicable, for the purpose of satisfying the secured debt owed by the Debtor to the Applicant.

21. The payment was made in two tranches. The first tranche was in the amount of \$6,464,232.96 representing the net amount owing with respect to the principal loan, interest thereon up to October 26, 2022, and property tax owing to the city of Brampton.

22. The second tranche was in the amount of \$396,990.20 representing a portion of the amount that the Debtor purports to dispute (the "**Disputed Funds**"). The Disputed Funds are in connection with amounts owing for professional fees and disbursements to the Receiver, the Receiver's counsel, counsel to the Applicant, a lump sum payment in connection with Section 17 of the Mortgages Act, and other fees incurred by the Applicant relating to these receivership proceedings.

23. As part of the second tranche, the Applicant paid a \$125,000 portion of the Disputed Funds, without prejudice to the Debtor's future right to dispute the amount.

VII. RECEIVER'S PROPOSED STATEMENT OF RECEIPTS AND DISBURSEMENTS

24. The Receiver's proposed Statement of Receipts and Disbursements dated December 31, 2022 is attached hereto as **Appendix "G"**.

VIII. FEES AND DISBURSEMENTS OF RECEIVER AND LEGAL COUNSEL

25. Paragraph 19 of the Receivership Order states:

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

26. The Receiver and its counsel have maintained detailed records of their professional time and costs since the commencement of this receivership proceeding and now seeks approval of same.

27. The total fees of the Receiver amount to \$106,722.25, plus disbursements of \$32,851.56, and HST in the amount of \$17,364.40 (the "**Receiver's Fees and Disbursements**"). The time spent by the Receiver's personnel is more particularly described in the Affidavit of Hans Rizarri, sworn January 2, 2023, attached as **Appendix "H"** hereto.

28. The total fees and disbursements of Miller Thomson LLP as counsel to the Receiver are detailed in the Affidavit of Monica Faheim, sworn January 3, 2023, attached as **Appendix "I"** hereto (the "**Miller Thomson Affidavit**"). The total fees for services by Miller Thomson LLP as of December 28, 2022, amount to \$91,014.94 (inclusive of HST and disbursements) (the "**Miller Thomson Fees and Disbursements**"). Included in the Miller Thomson Affidavit is a summary of the personnel, hours and hourly rates charged by Miller Thomson in respect of these proceedings.

29. The Receiver respectfully submits that the Receiver's Fees and Disbursements and Miller Thomson's Fees and Disbursements are fair and reasonable in the circumstances and have been properly incurred in accordance with the provision of the Receivership Order.

IX. RECOMMENDATIONS

30. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court issue an order:

- (a) approving this Third Report and the Receiver's activities as set out herein;
- (b) approving the Receiver's proposed statement of receipts and disbursements;

- (c) approving the fees and disbursements of the Receiver and of the Receiver's counsel; and
- (d) discharging Crowe in its capacity as Receiver.

All of which is respectfully submitted this 4th day of January, 2023.

CROWE SOBERMAN INC.

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
12411300 CANADA INC.**

Appendix “A”

Court File No. CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR. JUSTICE) FRIDAY, THE
)
P. CAVANAGH) 22 DAY OF JULY, 2022

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**ORDER
(appointing Receiver)**

THIS MOTION made by Triple-I Capital Partners Limited 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 Crowe Soberman Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of the Real Property and Personal Property (each as defined below) of 12411300 Canada Inc. (the “**Debtor**”) was heard this day by video conference.

ON READING the affidavit of Alfred Tong sworn July 21, 2022, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver, counsel for the Debtor, counsel for the second mortgagee, and such other parties listed on the counsel slip, no one else appearing although duly

served as appears from the affidavit of service of Aram Simovonian sworn July 21, 2022, and on reading the consent of Crowe Soberman Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion 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, Crowe Soberman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor (the "**Business**") including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, or cease to perform any contracts of the Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, 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 \$150,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, 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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or

regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post

Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a

charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

SERVICE AND NOTICE

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

22. **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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

23. **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.

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

25. **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.

26. **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.

27. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, 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 Debtor's estate with such priority and at such time as this Court may determine.

28. **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.

29. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or interested parties of the Debtor and its advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

THE STAY OF THIS ORDER

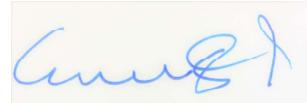
30. **THIS COURT ORDERS** that the exercise of the Receiver's powers as set out above are stayed for sixty (60) days from the date of this Order ("Stay Period"), provided that, the following terms are met:

- (a) On or before August 1, 2022, the Debtor shall pay all arrears of mortgage interest being the sum of \$189,247.32;
- (b) On or before August 1, 2022, the Debtor shall repay the Applicant/Moving Party the sum of \$53,173.86 plus simple interest of 12.5% calculated from May 10, 2022 to August 1, 2022;

- (c) On or before August 1, 2022, the Debtor shall pay to the Applicant/Moving Party \$25,000 as a partial payment for the legal fees, expenses and costs of the Applicant, the Receiver, and counsel for the Receiver;
- (d) The Debtor shall allow the Applicant/Moving Party, and its consultants, servants and employees, to attend the mortgaged premises located at 237B Advance Blvd. Brampton, ON L6T 4TJ between the hours of 9:00 a.m. and 5:00 p.m. on July 25, 2022 to inspect the premises and the chattels and equipment located therein;
- (e) The Debtor shall redeem the mortgage and pay to the Applicant/Moving Party its allowable fees, charges and expenses.

31. **THIS COURT ORDERS** that the Stay Period shall terminate and shall be lifted and this Order shall have full force and effect on the earlier of:

- (a) A breach of or noncompliance with the terms set out in paragraph 30 during the Stay Period; or
- (b) The sixty-days day (60) day of the Stay Period, being September 20, 2022.

A digital signature in blue ink, appearing to read "Cavanagh", is enclosed in a light gray rectangular box.

Digitally signed by
Mr. Justice Cavanagh

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

12411300 CANADA INC
and Respondent

Court File No.: CV-22-00684372-00CL

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

Proceeding commenced at Toronto

**ORDER
(appointing Receiver)**

SCALZI PROFESSIONAL CORPORATION

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Agents for Scalzi PC

Appendix “B”

Court File No. 22-00684372-00CL

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

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

SECOND REPORT OF THE RECEIVER

OCTOBER 7, 2022

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APPENDICES

APPENDIX “A” – Receivership Order, dated July 22, 2022

APPENDIX “B” – First Report of the Receiver, dated August 8, 2022

APPENDIX “C” – Correspondence between Receiver’s Counsel and Debtor’s Counsel
dated September 26, 2022 and 27, 2022

CONFIDENTIAL APPENDIX “A” – Fully Executed Listing Agreement with Avison Young, dated October 6, 2022

Court File No. 22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

SECOND REPORT OF THE RECEIVER

OCTOBER 7, 2022

I. INTRODUCTION

1. Pursuant to an Order of the Honourable Justice Cavanagh dated July 22, 2022 (the “**Receivership Order**”), made on an application by Triple-I Capital Partners Limited (the “**Applicant**”), Crowe Soberman Inc. (“**Crowe**”) was appointed as receiver and manager (in this capacity, the “**Receiver**”) over the Real Property and Personal Property of 12411300 Canada Inc (the “**Debtor**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. A principal purpose of these receivership proceedings is to allow the Receiver to take possession and control of the Property and Assets and to maximize recoveries for the Respondent’s stakeholders through the sale of the property and assets located at 237B Advance Blvd. Brampton, ON L6T 4TJ (the “**Real Property**”).

II. PURPOSE OF THE SECOND REPORT

3. This Second Report is prepared and filed to:
 - (a) update the Court on the Receiver’s activities since the date of the First Report of the Receiver to the Court, dated August 8, 2022 (“**First Report**”). A copy of the First Report is attached hereto as **Appendix “B”**;
 - (b) summarize the proposed sale process for the Real Property (the “**Sale Process**”);

- (c) summarize the Receiver's activities related to the marketing of the Real Property; and
- (d) recommend that this Court issue an Order:
 - (i) approving the Sale Process;
 - (ii) approving the First Report, this Second Report and the Receiver's activities as set out in both the First Report and this Second Report; and
 - (iii) sealing the Confidential Appendix to this Second Report until the closing of a sale transaction in respect of the Real Property, or until further order of this Court.

III. TERMS OF REFERENCE

- 4. In preparing this Second Report, the Receiver has received and relied on certain books and records, financial information, e-mails, correspondence and discussions from the Applicant and its counsel and the Debtor and its counsel (collectively, the "**Information**").
- 5. Except as described in this Second Report, the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy and completeness of the Information in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants of Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information is required to perform its own diligence.
- 6. A copy of this Second Report and related documents will be made available on the Receiver's website at <https://www.crowe.com/ca/crowesoberman/insolvency-engagements/12411300-canada-inc> (the "**Website**").
- 7. Unless otherwise noted, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

IV. BACKGROUND

The Real Property

8. The Respondent operates two medical clinics located in Mississauga and Brampton, Ontario called Erin Miller Health & Wellness Centre. The Respondent's primary business is the production and distribution of medical supplies, specifically cannabis-related products.

9. The Respondent's primary asset is the Real Property which consists of a 0.85 acre parcel of industrial land, as well as the 18,201 square foot building located thereon. Within the building, there are specialized equipment and extensive leasehold improvements for the production of medical supplies and cannabis-related products

Secured Debt

10. As of the date of the Receivership Order, amounts owing by the Debtor to each creditor who holds a security over the Real Property consists of the following,

- (a) Triple-I Capital Partners Limited in the amount of \$6,865,154 plus additional interest and accrued expenses; and
- (b) Second Mortgagees: Elena Narskaia, Evguenia Provad, Yury Goltsman, Tatyana Bershak, Svetlana Sheiman, Elena Nalbandyan, Elena Kotliarenko, and Ilya Avrutov in the amount of \$2,000,000.

11. The Receiver notes that legal counsel to the Debtor has advised that there are no other significant creditors, whether secured or unsecured.

V. SALE PROCESS

Selection of Broker

12. Since the date of the Receivership Order, the Receiver has familiarized itself with the Real Property and engaged with a representative of Avison Young ("AY" or the "Realtor") to understand the background on, and market for, the Real Property. The Receiver understands that AY was previously involved with the listing of the Real Property in the year 2020 and has previously conducted extensive diligence and research on the market for the Real Property. The Receiver understands that in the course of this previous sale of the Real Property, AY has developed an extensive network of relationships for potential purchasers for the Real Property.

13. The Receiver has discussed with AY, among other things, their current knowledge of the Real Property, their familiarity with the applicable market, their proposed approach to market the Real Property, and the experience of its team in the relevant market.

14. After a number of discussions and negotiations with AY, the Receiver signed a listing agreement with AY in respect of the Real Property on October 6, 2022 (the “**Broker Agreement**”). The Broker Agreement is attached hereto as **Confidential Appendix “A”** to this Second Report. The Receiver seeks to seal the Broker Agreement from the public record until the closing of a sale transaction in respect of the Real Property, or until further Order of this Court.

15. In the Receiver’s view, the involvement of AY in the sale of the Real Property is reasonable and beneficial to the stakeholders of the Real Property, because, among other things, the significant background and due diligence already completed by AY will assist in the Receiver’s ability to obtain the maximum possible price for the Real Property. The Receiver also believes that the engagement of AY will minimize costs associated with the marketing and sale of the Real Property. In the event the Receiver would retain another broker, it would be necessary to begin preliminary assessments and diligence on the Real Property which would create an added expense to the Sale Process.

Sale Process Description

16. The Realtor has established an extensive list of prospective purchasers for the Real Property. The Receiver and AY have also developed marketing materials, including a teaser document to be shared with interested parties (the “**Teaser**”), a non-disclosure agreement (“**NDA**”), and a virtual data room with relevant information has been established.

17. It is intended that in the proposed Sale Process, the Teaser will be circulated to all prospective purchasers identified by the Realtor and the Receiver. Parties that execute an NDA will receive access to the virtual data room, which will contain information which a potential purchaser may require to assess the Real Property. The Receiver will also coordinate and attend tours of the Real Property as well as respond to due diligence questions.

18. Given the costs of the receivership and the continuing accrual of interest on the secured debt owing by the Respondent, the Receiver recommends a process that spans approximately 30 days from start to finish. The Receiver is of the view that the proposed Sale Process (as

described herein) achieves a balance between providing potential purchasers with sufficient time to assess the opportunity, and minimizing the costs associated with an extended process.

19. The recommended Sale Process is summarized in the table below. The timelines are based on the Receiver's significant experience in selling real estate in court-supervised proceedings and reflect guidance from the Realtor.

20. To the extent that the Sale Process commences earlier or later than the date for one or more of the Projects, the deadline will be correspondingly adjusted.

	Event	Deadline
1.	Deadline to establish data room with all required financial and other information to support the Sale Process	October 14, 2022 at 5:00 PM Toronto time
2.	Deadline to deliver Teaser Letter and NDA to those identified as Interested Parties	October 14, 2022 at 5:00 PM Toronto time
3.	Plan and provide tours of the Real Property	Immediately and up until - November 9, 2022
4.	Deadline for submission of offers	November 10, 2022 at 5:00 PM Toronto time ("Offer Deadline")
5.	Acceptance of successful Offer	Up to 5 days following Deadline
6.	Hearing of motion for Approval and Vesting Order (if no Auction) (Depending on Court availability)	Within ten (10) days of acceptance of successful Offer
7.	Closing of the transaction	Within five (5) days after issuance of Approval and Vesting Order (subject to Court availability)

21. Additional terms of the Sale Process include:

- (a) the Real Property will be marketed and sold on an "as-is, where-is" basis, with standard representations and warranties for a receivership transaction;
- (b) to the extent permitted by law, all of the right, title and interest of the Respondent in the Real Property will be sold free and clear of all pledges, liens, security interests, encumbrances and claims, pursuant to an approval and vesting order to be sought by the Receiver;

- (c) if, in the Receiver's sole discretion, it will assist to maximize recoveries, the Receiver will have the right to: (i) waive strict compliance with the terms or timelines of the Sale Process; and (ii) modify and adopt such other procedures that will better promote the sale of the Real Property or increase the aggregate recoveries from same for the stakeholders; and
- (d) any transaction by the Receiver for the Real Property shall be subject to Court approval.

VI. COMMUNICATIONS BETWEEN RECEIVER AND DEBTOR

22. Counsel for the Debtor at Atkinson Law Firm wrote to the Receiver's counsel on September 26, 2022 requesting, among other things, cooperation from the Receiver to permit the Debtor with additional time to obtain certain refinancing. Counsel to the Debtor also references a cannabis license purportedly issued by Health Canada after the time the Receivership Order came into effect (and after the Receiver took possession of the Debtor's property on September 20, 2022).

23. Receiver's counsel responded to Debtor's counsel advising that, among other things, Health Canada should be advised of the ongoing receivership proceeding in respect of the Debtor's property. The Receiver requested the information for the contact at Health Canada and advised that the Receiver will proceed with its mandate under the Receivership Order.

24. No response was received by the Receiver from the Debtor's counsel as of the date of this Second Report. Attached hereto as **Appendix "C"** is a copy of the applicable email correspondence between counsel to the Debtor and counsel to the Receiver.

VII. ACTIVITIES OF THE RECEIVER

25. In addition to the activities described above, the Receiver's activities since the date of the First Report have included, among other things, the following:

- (a) in accordance with Paragraph 31(b) of the Receivership Order, on September 20, 2022, the Receiver attended the Real Property for the purpose of gaining control thereof, including, amongst other things, changing the locks and taking inventory;

- (b) arranging for a bailiff to attend the Real Property on September 20, 2022, for the purpose of assisting the Receiver in gaining access to the Real Property and changing the locks;
- (c) arranging for David Ordon of Solid Asset Solutions LLC (“**Mr. Ordon**”), to conduct an appraisal of the equipment located at the Real Property (the Receiver notes that Mr. Ordon has specific knowledge of the equipment located at the Real Property);
- (d) arranging for Rob Purdy of Colliers International (“**Mr. Purdy**”), to conduct an appraisal of the Real Property (the Receiver notes that Mr. Purdy has specific knowledge of the Real Property);
- (e) communicating with NFP Insurance to determine whether the existing Insurance Policy on the Real Property is sufficient and whether it satisfies the Receiver’s requirements during these proceedings;
- (f) communicating with Firstbrook Cassie & Anderson Ltd. and making arrangements for insurance on the Real Property, in the event that the Receiver determines that the Real Property’s current Insurance Policy with respect to NFP Insurance is not sufficient;
- (g) corresponding with representatives of the Respondent and their counsel regarding the Receiver’s information requests;
- (h) speaking and corresponding with various mortgagees on the Real Property and their counsel;
- (i) interviewing, corresponding with AY and thereafter engaging AY to assist the Receiver with the marketing and sale of the Real Property;
- (j) working with AY to assemble and finalize marketing materials for the data room to be made available to prospective purchasers;
- (k) reviewing information from AY relating to the Real Property in preparation for the Sale Process, including prospective purchaser lists and diligence information;

- (l) engaging with representatives of the Respondent, the Applicant, and the second mortgagee of the Real Property and/or their legal counsel to facilitate cooperation throughout these proceedings;
- (m) preparing and sending out the Notice and Statement of Receiver per subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- (n) reviewing the books and records of the Respondent in order to understand the full complement of creditors affected by these proceedings;
- (o) preparing this Second Report; and
- (p) maintaining the Receiver's Website during these proceedings.

VIII. RECOMMENDATIONS

Sale Process Recommendation

26. The Receiver recommends that the Court issue an order approving the Sale Process for the following reasons:

- (a) the Sale Process is reasonable and appropriate at this time and balances the objectives of minimizing the costs of this receivership process and maximizing value of the Real Property for the benefit of stakeholders;
- (b) the Sale Process is a fair, open and transparent process developed with input from the Realtor, and is intended to canvass the market broadly and efficiently to obtain the highest and best price;
- (c) the Sale Process is flexible and provides the Receiver with the deadlines, procedures and flexibility that it believes are necessary to maximize value; and
- (d) there will be no delay to the Sale Process as the marketing materials are being prepared and the prospect lists and diligence information are being finalized.

27. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court issue an order:

- (a) approving the Sale Process;

- (b) approving the First Report and the Second Report and the activities of the Receiver set out therein; and
- (c) sealing Confidential Appendix "A" to this Second Report.

All of which is respectfully submitted this 7th day of October, 2022.

CROWE SOBERMAN INC.

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
12411300 CANADA INC.**



Appendix “C”

Court File No.: CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 14th
)
)
)
JUSTICE CAVANAGH) DAY OF OCTOBER, 2022
B E T W E E N :)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER

THIS MOTION, made by Crowe Soberman Inc. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of the Property of 12411300 Canada Inc. (the “**Debtor**”) for an order approving the sale process, set out in **Schedule “A”** hereto (the “**Sale Process**”), was heard this day by video conference.

ON READING the First Report of the Receiver dated August 8, 2022 (“First Report”), the Second Report of the Receiver dated October 7, 2022 (the “**Second Report**”), and on hearing the submissions of counsel to the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Maureen McLaren sworn October 7, 2022, filed;

SERVICE

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

RECEIVER'S ACTIVITIES

2. **THIS COURT ORDERS** that the First Report, the Second Report, and the activities of the Receiver as described therein are hereby approved.

SALE PROCESS

3. **THIS COURT ORDERS** that the Sale Process be and is hereby approved and that the Receiver is authorized and directed to commence the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the property municipally known as 237B Advance Blvd, Brampton, Ontario and the equipment, leaseholds improvements and other related assets at the property (the “**Property**”) of the Debtor.

4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Sale Process, and to do all things reasonably necessary to do so.

5. **THIS COURT ORDERS** the Receiver and its respective affiliates, partners, employees and agents shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Sale Process (as determined by the Court).

SEALING

6. **THIS COURT ORDERS** that the Confidential Appendix to the Second Report shall be sealed and kept confidential pending the closing of a transaction in respect of the Real Property (as defined in the Second Report), or until further Order of the Court.

GENERAL

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



Digitally signed by
Mr. Justice Cavanagh

SCHEDULE "A"**SALE PROCESS****Introduction**

By Order of the Honourable Justice Cavanagh dated July 22, 2022 (the “**Receivership Order**”), Crowe Soberman Inc. was appointed as receiver and manager (in such capacities, the “**Receiver**”) without security, of the Property (as defined in the Receivership Order) of 12411300 Canada Inc. (the “**Debtor**”).

Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to, among other things, market and sell any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof.

Set forth below are the procedures (the “**Sale Procedures**”) to be employed with respect to the solicitation of the sale of the Property, pursuant to a Court-approved sale process in these receivership proceedings.

On October 13, 2022, the Court issued an order (the “**Sale Process Order**”), among other things, approving these Sale Procedures, and authorizing and directing the Receiver to proceed with a sale process (the “**Sale Process**”) to market and sell the Property in accordance with the Sale Procedures.

Subject to Court availability and the terms hereof, within ten (10) business days following the selection of the Successful Bidder (as defined herein), the Receiver shall bring a motion seeking the granting of an order by the Court (an “**Approval and Vesting Order**”) authorizing the sale of the Property in accordance with these Sale Procedures.

Key Dates

	Event	Deadline
1.	Deadline to deliver Teaser Letter and NDA to those identified as Interested Parties	October 24, 2022 at 5:00 PM Toronto time.
2.	Deadline to establish data room with all required financial and other information to support the Sale Process	October 24, 2022 at 5:00 PM Toronto time.
3.	Plan and provide tours of the Property	Immediately and up until Offer Deadline
4.	Deadline for submission of offers	November 18 2022 at 5:00 PM Toronto time (“ Offer Deadline ”)
5.	Acceptance of successful Offer	Up to 5 days following Offer Deadline
6.	Hearing of motion for Approval and Vesting Order (if no Auction) (Depending on Court availability)	Within ten (10) days of acceptance of successful Offer
7.	Closing of the transaction	Within five (5) days after issuance of Approval and Vesting Order (subject to Court availability)

Opportunity / Property for Sale

1. The Sale Process is intended to solicit interest in and opportunities for the sale of substantially all of the Debtor's property (the "**Opportunity**").
2. The Receiver, in consultation with the Broker, will be responsible for conducting the Sale Process, and, if applicable, an auction (the "**Auction**").
3. Any sale of or investment in the Property will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature or description by the Receiver or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title, and interest of the Debtor in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon conditional on and pursuant to Court orders, except as otherwise provided in such Court orders.
4. Except as otherwise provided in the ultimate definitive purchase agreement(s), and subject to any permitted encumbrances therein, all of the Debtor's right, title and interest in and to the Property shall be sold free and clear of all liens and encumbrances conditional on and pursuant to the Approval and Vesting Order.

Solicitation of Interest

5. As soon as reasonably practicable, but in any event by no later than October 24, 2022, the Receiver and/or the Broker shall:
 - a. enter into listing agreement with reputable brokerage (the "**Broker**") and arrange for listing of Property on Multiple Listing Service ("**MLS**"); and
 - b. prepare: (i) a teaser letter ("**Teaser Letter**") describing the Opportunity, outlining the Sale Process, and inviting recipients of the Teaser Letter to participate in the Sale Process, and (ii) a non-disclosure agreement in form and substance satisfactory to the Receiver ("**NDA**").
6. The Receiver or the Broker will send the Teaser Letter to a list of known potential purchasers ("**Interested Parties**") as soon as possible and in any event by no later than October 24, 2022, and to any other party who requests a copy of the Teaser Letter and NDA, or who is identified by the Receiver and/or the Broker as a potential purchaser, as soon as reasonably practicable after such request or identification, as applicable.

Submission of Offers

7. The Receiver shall seek binding offers and accompanying materials from Interested Parties (a "**Binding Offer**") in accordance with the timeline set out above.
8. Any party who wishes to participate in the Sale Process must provide the Receiver and/or the Broker with an executed NDA and written confirmation of their identity, their contact information, and full disclosure of their direct and indirect principals, if any.
9. All parties must rely solely on their independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the Sale Process and in any transaction related thereto.

10. Every Binding Offer must contain:

- a. the purchase price or price range in Canadian dollars;
- b. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
- c. specific indication of the financial capability of the potential purchaser and expected structure and financing of the transaction satisfactory to the Receiver in its sole discretion;
- d. an acknowledgement that any purchase is made on an "as is, where is" basis and that the prospective purchaser has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid;
- e. a target closing date in accordance with the deadlines set out herein.

11. All Binding Offers are to be accompanied by certified funds payable to the Receiver in an amount equal to at least 12.5% of the total consideration contained in the Binding Offer (the "**Deposit**").

12. A Binding Offer may not contain conditions based upon: (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction and vesting title in and to the purchaser.

13. Any party who wishes to pursue the Opportunity must deliver their Binding Offer to the Receiver at the addresses specified below by no later than 5:00 PM (Toronto time) on or before November 18, 2022 ("**Offer Deadline**"):

- (i) to the Broker by email at kelly.avison@avisonyoung.com (Attention: Kelly J. Avison)
- (ii) to the Receiver by email at daniel.posner@crowesoberman.com (Attention: Daniel Posner), with a copy to Receiver's counsel at ksherkin@millerthomson.com (Attention: Kevin Sherkin).

14. A Binding Offer will be irrevocable until five (5) days after the Offer Deadline.

Assessment of Offers

15. After assessing each qualified Binding Offer, the Receiver may accept a Binding Offer (the "**Successful Offer**", and the applicable bidder the "**Successful Offeror**") and take such steps as are necessary to finalize and complete an agreement for the Successful Offer with the Successful Offeror.

16. The Receiver may determine whether to explore any Binding Offer for the Property that does not conform to one or more of the requirements specified herein and deem such offer to be a compliant offer for the purpose of the Sale Process.

17. The Receiver shall not be under any obligation to accept the highest or best (or any) qualified Binding Offer and any selection shall be entirely in the discretion of the Receiver, in consultation with the Broker and their legal and other advisors.

18. No one, including any Interested Parties or any other participants in this Sale Process shall be entitled to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such persons shall be responsible for their own fees

and costs of any kind, including those relating to any due diligence they may have performed, and any offers they each may make.

19. In the event a qualified Binding Offer is not selected or accepted by the Receiver, the Deposit shall be returned to the applicable potential purchaser as soon as reasonably practicable.

Other Terms

20. If a Successful Offeror breaches its obligations under the terms of its offer, and if the Receiver chooses not to proceed with the Successful Offeror, any Deposit submitted in connection with the Successful Offer shall be forfeited to the Receiver as liquidated damages and not as a penalty.
21. The Receiver may: (a) determine which Qualified Offer, if any, is the highest or otherwise best offer, (b) reject at any time before the issuance and entry of an order approving a Successful Offer, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
22. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any participants in this Sale Process, the Debtor, or any creditor or other stakeholder, for any act or omission related to the Sale Process. By submitting a bid, each offeror shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
23. Following the acceptance of the Successful Offer, and subject to the timeline set out above, the Receiver shall bring a motion to the Court (the "**Approval Motion**") for an order authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Offer and vest the Debtor's interest in the Property to the Successful Offeror.
24. Following the granting of any Approval and Vesting Order by the Court, the Receiver shall take all reasonable steps necessary to complete the transaction set forth in the Successful Offer in accordance with the timeline set out above.
25. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Offers will be received, the Receiver, may terminate the Sale Process.
26. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

and

12411300 CANADA INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at TORONTO

SALE PROCESS ORDER
(RETURNABLE OCTOBER 13, 2022)

MILLER THOMSON LLP
40 King Street West, Suite 5800,
Toronto ON M5H 3S1
Tel: 416.595.8500
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Kevin D. Sherkin LSO#: **27099B**
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Monica Faheim LSO #**82213R**
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Counsel to the Receiver,
Crowe Soberman Inc.

Appendix “D”

Court File No. CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) Friday, the 14th
JUSTICE CAVANAGH) day of October 2022
)

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

-and-

12411300 CANADA INC.

Respondent

ORDER

THIS MOTION, made by 12411300 Canada Inc. (“124”), for an order approving the proposed refinancing of the 124’s indebtedness to the Applicant Triple-I Capital Partners Limited (“Triple-I”) (the “**Refinance**”); staying the powers of Crowe Soberman Inc. in its capacity as the receiver and manager (in such capacity, the “**Receiver**”) over the undertakings, property and assets of 124, as set out in the Receivership Order of Justice Cavanagh, dated July 22, 2022 (the “**Receivership Order**”), until 5 p.m. on October 21, 2022; and allowing for a process to determine the proper amount owing by 124 to Triple-I and the Receiver, to either be agreed upon by the parties or determined by the Courts, was heard this day by video conference.

ON READING the motion materials of 124, the motion materials of the Receiver, and on hearing submissions from counsel for 124, the Receiver, and Triple-I, and on being advised that the within Motion is on consent of the parties;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Records of the Receiver and 124, Factum of 124, and Memorandum of Argument of the Receiver, is abridged and validated such that this Motion is properly returnable today, and further service of those documents be hereby dispensed with.
2. **THIS COURT ORDERS** that the Receiver shall not take any further steps in the Receivership pending the Refinance which is scheduled to close on or before 5:00 p.m. on October 21, 2022. For certainty, the Receiver shall remain in possession of the the assets, undertakings and property (the “**Property**”) of 124 and will grant 124 and/or its agents with reasonable access to the Property to facilitate the Refinance, if necessary.
3. **THIS COURT ORDERS** that 124 make a one-time, payment to Triple-I in the amount \$250,000.00 immediately, to be applied against 124’s debt to the Receiver and Triple-I, such payment being without prejudice to the rights of 124 to dispute any amounts claimed by Triple-I and the Receiver to be owing by 124.
4. **THIS COURT ORDERS** that in the event the Refinance does not close for minor or clerical reasons on or before October 21, 2022, the parties shall appear at 9:45am on October 21, 2022, before Justice Cavanagh to obtain further direction from the Court, should such an appearance become necessary.



Digitally signed by
Mr. Justice Cavanagh

The Honourable Justice Cavanagh

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

- and - **12411300 CANADA INC**
Respondent

CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED
at TORONTO

ORDER
(October 14, 2022)

ATKINSON LAW
First Canadian Place
100 King Street W., Suite 5700,
Toronto, Ontario M5X 1C7

RYAN ATKINSON (LSO# 51873E)
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AVI FREEDLAND (LSO# 83035F)
Tel: (416) 900-1252 ext.106
Fax: (416) 516-2208
Email: avi@atkinsonlaw.ca

Lawyers for the Respondent

Appendix “E”



SUPERIOR COURT OF JUSTICE

COUNSEL SLIPCOURT FILE NO.: CV-22-00684372-00CL DATE: October 21st, 2022

NO. ON LIST: 2

TITLE OF PROCEEDING: TRIPLE-I CAPITAL PARTNERS LIMITED V 12411300 CANADA INC

BEFORE JUSTICE: CAVANAGH:

PARTICIPANT INFORMATIONFor Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
ARAM SIMOVONIAN	GARY CAPLAN, MCR LLP	ARAM.SIMOVONIAN@SCALZILAW.COM
GARY CAPLAN	AGENT FOR SCALZI PC	GCAPLAN@MCR.LAW

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
MONICA FAHEIM	CROWE SOBERMAN INC	MFAHEIM@MILLERTHOMSON.COM
SEGUEI TOTROV	MORTGAGE BROKER FOR SECOND MORTGAGEES(CREDITORS)	INFO@TOTROV.COM
RYAN ATKINSON	12411300 CANADA INC	RYAN@ATKINSONLAW.CA

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE CAVANAGH:

Counsel appeared before me today to advise that the refinancing transaction is in progress and that it is scheduled to be completed on or before Tuesday, October 25, 2022.

The provision in paragraph 2 of my Order dated October 14, 2022 that the Receiver not take further steps in the Receivership pending the Refinance (as defined in that Order) is extended to 5:00 pm on October 25, 2022.



Digitally signed by
Mr. Justice
Cavanagh

Appendix “F”

Court File No. CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) Friday, the 28th
JUSTICE CAVANAGH) day of October, 2022
)

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

-and-

12411300 CANADA INC.

Respondent

ORDER

THIS MOTION, made by 12411300 Canada Inc. (“**124**”), for an order seeking the discharge of Crowe Soberman Inc. in its capacity as receiver and manager (the “**Receiver**”) over the undertakings, property and assets of 124, pursuant to the Receivership Order of Justice Cavanagh dated July 22, 2022 (the “**Receivership Order**”) was heard this day by video conference.

ON READING the motion materials of 124, the motion materials of the Receiver, and on hearing submissions from counsel for 124, the Receiver, and Triple-I Capital Partners Limited, and on being advised that the within Motion is on consent of the parties.

1. **THIS COURT ORDERS** that as of October 26, 2022, as per the calculations set out in the attached Schedule “A” hereto:

- a. \$6,464,232.96 (the “**Funds**”) shall be paid by 124 to the lawyers of Triple-I Capital Partners Limited (the “**Lender**”) in trust and released to the Lender to satisfy the debts owed by 124 to the Lender, subject to the Lender providing to lawyers for 124 the following:
 - i. a signed discharge statement confirming the amounts payable as set out herein;
 - ii. a signed acknowledgement and direction re: discharge of charge having instrument number PR3827739 (the “**Charge**”) and any and all related instruments from the Property, including the notice of assignment of rents general having instrument number PR3827740 (the “**Notice**”);
 - iii. a registered discharge of the Charge and Notice; and
 - iv. a solicitor’s undertaking to discharge and release all of the Lender’s security related to the indebtedness of 124 to the Lender prior to releasing the Funds to the Lender, including all instruments registered on title to the Property as well as any and all registrations made pursuant to the *Personal Property Security Act* and other agreements, registrations and/or instruments, and
- b. \$396,990.20 shall be paid by 124 to the lawyers of the Receiver in trust to be held in escrow and \$521,990.20 (the “**Disputed Amount**”) shall be negotiated and agreed upon between the parties or determined by the Court, subject to the Receiver discharging the registration of the Receivership Order having instrument number PR4120793 (the

“**Receivership Order Registration**”) from title to the Property and releasing all of the assets and undertakings of 124 from the Receivership Order and the Receivership Order Registration, and thereafter the amount paid into escrow shall stand as security for any amounts lawfully owing by 124 (as determined by the Court, or by agreement of the parties, as applicable).

2. THIS COURT ORDERS that upon the Receiver filing a certificate substantially in the form attached hereto as Schedule “B” (the “**Receiver’s Certificate**”), the Receivership Order Registration shall be vacated , provided however that notwithstanding the termination of the Receivership Order Registration, the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein including final determination of the Disputed Amount (the “**Receiver’s Remaining Duties**”), as determined by the Court, or by agreement of the parties, as applicable. For greater certainty and without limiting the foregoing, upon the Receiver filing the Receiver’s Certificate, the Receiver’s Charge (as defined and established in paragraph 18 of the Receivership Order) shall be vacated, all powers under the Receivership Order shall be limited to only the Receiver’s Remaining Duties, and all other powers of the Receiver under the Receivership Order shall be released and terminated.

3. THIS COURT ORDERS that upon registration of the Receiver’s Certificate in the Land Registry/Office for the Registry Division of Peel (No.43), the Land Registrar is hereby directed to delete and expunge from title to the property municipally known as 237 B Advance Boulevard, Brampton, Ontario and legally described as all of PIN 14027-0087 (LT) instrument number PR4120793, being an Application To Register Court Order registered on September 27, 2022.



Digitally signed
by Mr. Justice
Cavanagh

The Honourable Justice Cavanagh

SCHEDULE “A”

Breakdown of Amounts Listed in the Statement of Account Dated Oct. 25, 2022

Total Amount

October 25, 2022 Statement of Account	\$6,858,896.62
Per diem interest to October 26th, 2022	\$2,326.54

Total amount payable	\$6,861,223.16
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Disputed Amounts

Three Months' Interest Upon default	\$200,000.00
Receiver's Costs and Disbursements	\$141,657.78
Legal Costs and Disbursements (Miller Thomson)	\$74,382.37
Legal Costs and Disbursements (Scalzi PC)	\$102,925.55
NSF Fee – February 2022	\$575.00
Discharge Administration	
Fee	\$649.75
Discharge Statement Fee	\$649.75
Property Taxes Administration Fee	\$575.00
Service Charge – Property Tax Payment	\$575.00

Total Disputed Amount	\$521,990.20
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Less \$125,000 without prejudice to assessment	-\$125,000.00
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Total Amount Paid in Escrow	\$396,990.20
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Total Amount to be Released to Lender	\$6,464,232.96
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SCHEDULE “B”

Court File No. CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

-and-

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as mended and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43, as amended

RECEIVER'S CERTIFICATE

WHEREAS pursuant to the Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice made _____ (the " **Order**"), the Receivership Order Registration (as defined in the Order) of Crowe Soberman Inc. (the " **Receiver**") was vacated. effective upon the Receiver filing a certificate with this Honourable Court certifying that the refinancing transaction and the payment in full of the Corporation's indebtedness to Triple-I, as contemplated by paragraph 2 of the Order, has been completed (the " **Refinancing and Repayment**").

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Refinancing and Repayment has been completed to the satisfaction of the Receiver.

DATED at Toronto, this _____ day of _____, 2022

CROWE SOBERMAN INC., solely in its capacity
as court-appointed receiver of the assets,
undertakings and properties of the **Corporation** and
not in its personal capacity.

Per:

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

- and - 12411300 CANADA INC
Respondent

CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED
at TORONTO

ORDER

ATKINSON LAW
First Canadian Place
100 King Street W., Suite 5700,
Toronto, Ontario M5X 1C7

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AVI FREEDLAND (LSO# 83035F)
Tel: (416) 900-1252 ext.106
Fax: (416) 516-2208
Email: avi@atkinsonlaw.ca
Lawyers for the Respondent

Appendix “G”

**IN THE MATTER OF THE RECEIVERSHIP OF
12411300 CANADA INC.
PROPOSED STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT DECEMBER 31, 2022**

	\$
RECEIPTS	
Total payments to be received from Secured Creditor	
	247,953.15
DISBURSEMENTS	
Fees of the Receiver	106,722.25
Disbursements of the Receiver (Note 1)	32,851.56
HST on Receiver's fees and disbursements	17,364.40
Fees and disbursements of the Receiver's counsel (including HST)	<u>91,014.94</u>
Total disbursements	<u>247,953.15</u>
CLOSING BALANCE	0.00

Note:

1. Disbursements of the Receiver consist of the following:	\$
Associated Bailiffs: Locking up - August 2022	3,500.00
Associated Bailiffs: Locking up - September 2022	3,500.00
Colliers Property Appraisal	5,000.00
Solid Asset Solution Equipment Appraisal	4,000.00
Associated Bailiffs security, regular attendances and monitoring as instructed	3,200.00
Associated Bailiffs October 13 break and enter, re-lock check premises, equipment, reporting to receiver	2,650.00
Firstbrook, Cassie & Anderson Insurance on Property	6,001.56
Listing real estate agent redemption break fee within 14 days after Oct 6 2022	<u>5,000.00</u>
Total	<u>32,851.56</u>

Appendix “H”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

**AFFIDAVIT OF HANS RIZARRI
SWORN JANUARY 4, 2023**

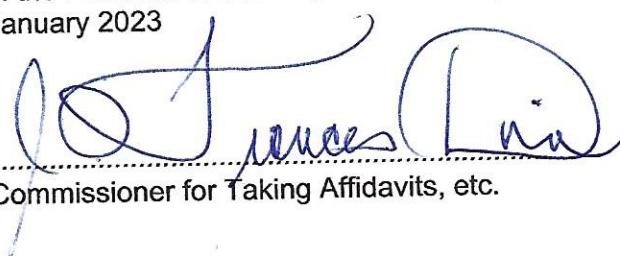
I, **Hans Rizarri**, of the City of Toronto, in the Province of Ontario, **AFFIRM** and **STATE THE FOLLOWING TO BE TRUE:**

1. I am a Licensed Insolvency Trustee with the firm of Crowe Soberman Inc. ("Crowe"), the Receiver over 12411300 CANADA INC., and as such have personal knowledge of the matters deposed to herein.
2. On July 22, 2022, Crowe was appointed as Receiver over the Companies pursuant to orders of the Honourable Justice Cavanagh.
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 June 27, 2022 through December 30, 2022, 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, is attached hereto as Exhibit "1".

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 4th day of
January 2023


Commissioner for Taking Affidavits, etc.

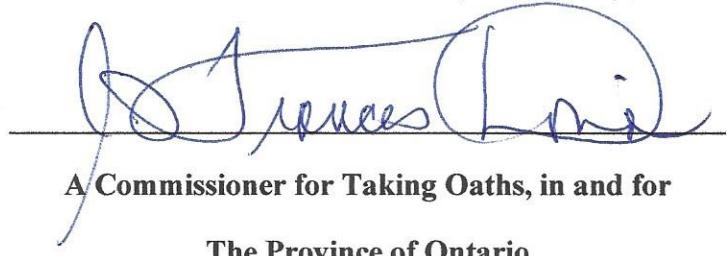

HANS RIZARRI

Alfonsina Frances Doria, a Commissioner, etc.,
Province of Ontario, for Crowe Soberman Inc.,
and its affiliates.
Expires June 29, 2024.

This is Exhibit "1" referred to

in the Affidavit of Hans Rizarri

Sworn before me this 4th day of January, 2023



A handwritten signature in blue ink, appearing to read "Alfonsina Frances Doria". The signature is fluid and cursive, with "Alfonsina" on the left, "Frances" in the middle, and "Doria" on the right, enclosed in a circle.

A Commissioner for Taking Oaths, in and for

The Province of Ontario

Alfonsina Frances Doria, a Commissioner, etc.,

Province of Ontario, for Crowe Soberman Inc.,

and its affiliates.

Expires June 29, 2024.

Billing Worksheet Report

Account 1029631

Account 12411300 Canada Inc. v. Triple-I Capital Partners Limited

Project: 038019

Triple-I Capital Partners Limited (INS)

Date		Workcode		Description		Type	Empl ID	Hours	Rate	Amount
6-27-2022		5700		Client Interview/Consult		Hour	HMR	0.50	630.00	315.00
				Conf call with legal counsel and principal of mortgage company						
6-28-2022		5722		Consulting		Hour	HMR	1.00	630.00	630.00
				Conf call with moving parties; continued engagement planning						
6-30-2022		5722		Consulting		Hour	HMR	0.50	630.00	315.00
				Review corresp to debtor legal counsel; engagement planning; legal counsel of receiver corresp						
7-5-2022		5722		Consulting		Hour	HMR	0.60	630.00	378.00
				Dis w legal counsel re receivership application						
7-11-2022		5722		Consulting		Hour	HMR	0.50	630.00	315.00
				Continued engagement planning						
7-18-2022		5713		Receivership		Hour	DPR	0.40	275.00	110.00
				setting up electronic folder and reviewing materials						
7-19-2022		5713		Receivership		Hour	DPR	1.00	275.00	275.00
				reviewing court related materials and correspondence between the parties						
7-19-2022		5713		Receivership		Hour	HMR	1.00	630.00	630.00
				Corresp from moving party, various information from legal counsel on debtor and debtor business; general engagement planning						
7-20-2022		5722		Consulting		Hour	HMR	2.80	630.00	1,764.00
				Review of material to date, background information provided; review of court material in prep for potential court hearing July 22; various correspondences between parties; engagement planning						
7-21-2022		5713		Receivership		Hour	DPR	1.00	275.00	275.00
				reviewing materials and response re tomorrows hearing						
7-21-2022		5722		Consulting		Hour	HMR	2.30	630.00	1,449.00
				Various corresp from moving party legal counsel in prep of material for court hearing, dis with legal counsel; review of application record draft; consent to act as receiver; receipt and review of factum of moving party						
7-21-2022		5722		Consulting		Hour	HMR	2.50	630.00	1,575.00
				Several corresp btw legal counsel of moving party, respondents legal counsel, proposed receiver counsel; review thereof; conference call with moving party legal counsel; post conf call corresp amendments to receivership court order						
7-22-2022		5713		Receivership		Hour	HMR	0.50	630.00	315.00
				Prepare for and attend court hearing before Justice Cavanagh						

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019		Triple-I Capital Partners Limited (INS)					
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
7-22-2022	5713	Receivership Engagement planning, review, research and analysis of information on debtor to date; prepare for attendance July 25 Advance Blvd. including equipment valuator, building valuator - real estate agent; dis w moving party principal on same, planning thereof	Hour	HMR	3.50	630.00	2,205.00
7-25-2022	5713	Receivership Attending premises re Inspection; taking pics and photos, notes on inventory: and uploading to portal: reviewing court order and motion materials	Hour	DPR	4.00	275.00	1,100.00
7-25-2022	5722	Consulting Attend at Advance Blvd w consultants, 'Parth' identified himself as facility manager provided entry to property, detailed walk around inside and outside of property; post meeting with realtor prvs sold property, detailed review and analysis w consultants	Hour	HMR	5.30	630.00	3,339.00
7-26-2022	5713	Receivership Meeting at property, review with consultant	Hour	HMR	1.00	630.00	630.00
7-26-2022	5713	Receivership Dis w realtor consultant property particulars and options thereof; dis w principal lender	Hour	HMR	0.80	630.00	504.00
7-26-2022	5713	Receivership Review attendances at property w Carmine Scalzi and various matters thereof	Hour	HMR	0.70	630.00	441.00
7-26-2022	5713	Receivership Sharing pics and videos with appraisers and discussion re potential sales agent	Hour	DPR	1.00	275.00	275.00
7-27-2022	5713	Receivership Attend meeting with principal of moving party secured; review attendances at Advance Blvd, dis equipment and property status, options available; planning thereof	Hour	HMR	2.20	630.00	1,386.00
7-27-2022	5713	Receivership Post meeting dis w property consultant, review of 2020 material on sale of Advance Blvd, some research re equipment, clean room at location, explore deconstruction options	Hour	HMR	1.20	630.00	756.00
7-28-2022	5722	Consulting Continued review of various matters, info to date, finding during site visits; cont'd dis w consultants re options to optimum realization of property, extensive leaseholds done at property, equipment; dis w K.Sherkin on same; engagement planning	Hour	HMR	2.60	630.00	1,638.00
8-2-2022	5713	Receivership discussions re plan of action re lifting stay of proceedings	Hour	DPR	0.50	275.00	137.50
8-2-2022	5704	Review Corresp to and from Kevin Sherkin incl review info and research on company to date; corresp secured creditor and its legal counsel	Hour	HMR	0.80	630.00	504.00

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019 Triple-I Capital Partners Limited (INS)							
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
8-3-2022	5713	Receivership	Hour	DPR	4.50	275.00	1,237.50
attending property to take posession and prep thereof: filling out posession checklist per duties of the receiver							
8-3-2022	5704	Review	Hour	HMR	0.30	630.00	189.00
Corresp from secured legal counsel that stay period has been lifted pursuant to para 31 of the court order, review thereof							
8-3-2022	5704	Review	Hour	HMR	1.30	630.00	819.00
Review and correspondence to Kevin Sherkin re findings to date, information obtained by and discussions with secured creditor and other parties							
8-3-2022	5713	Receivership	Hour	HMR	0.20	630.00	126.00
Request through legal counsel cooperation by debtor including making available IT specialist to assist with doors, pass cards, key codes and security							
8-3-2022	5713	Receivership	Hour	HMR	0.50	630.00	315.00
Corresp from legal counsel request of immediate possession and use of bailiff if necessary and continued non cooperation by debtor; dis with bailiff planning on attendance at 237B Advance Blvd							
8-3-2022	5715	Possession	Hour	HMR	3.30	630.00	2,079.00
Attend at location with bailiff, access security and various issues thereof, organize equipment count, discussions with IT specialist, Parth request cooperation with receiver; reporting to K.Sherkin status thereof							
8-3-2022	5708	Asset Realization	Hour	HMR	1.30	630.00	819.00
Meeting/dis with equipment and real estate consultants re various aspects of location, specific use building due to extensive and expensive lease hold improvements - clean rooms with hvac installed, cannabis growing facility, was Health Canada licensed							
8-4-2022	5702	Admin work file - General (description mandatory)	Hour	LDS	0.10	425.00	42.50
trying to assist to obtain FCA insurance form							
8-4-2022	5713	Receivership	Hour	DPR	4.00	275.00	1,100.00
attended the property, including compiling and providing info re equipment/assets on the premises and contacting FCA re obtaining insurance for the property:							
8-4-2022	5713	Receivership	Hour	HMR	0.70	630.00	441.00
Review with D.Posner insurance on property, corresp from insurance broker, instr to D.Posner re insurance and other admin matters to date							
8-4-2022	5713	Receivership	Hour	HMR	1.80	630.00	1,134.00

Billing Worksheet Report

Account 1029631 Account 12411300 Canada Inc. v. Triple-I Capital Partners Limited

Project: 038019		Triple-I Capital Partners Limited (INS)					
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
D.Posner attendance at premises, possession checklist review, instructions thereof re creditors list; dis w company rep requesting IT specialist attend to assist receiver with doors and security system advised waiting for their lawyer to give instructions							
8-4-2022	5713	Receivership	Hour	HMR	0.40	630.00	252.00
Review w bailiff need for IT person to source specific type of security for doors etc., review options							
8-4-2022	5713	Receivership	Hour	HMR	0.50	630.00	315.00
K.Sherkin re appraisal of property, review same w D.Posner on previous appraisal, planning thereof; short update to secured creditor							
8-4-2022	5713	Receivership	Hour	HMR	0.70	630.00	441.00
K.Sherkin summary report on possession, bailiff action and receiver's activities to date, no cooperation from debtor rep and persons previously at the premises							
8-4-2022	5713	Receivership	Hour	HMR	1.20	630.00	756.00
G.Caplan corresp at 2.51pm re wire transfer payments from debtor lawyer; dis same w K.Sherkin, further review and corresp with K.Sherkin, D.Posner, consideration of receiver's position; planning							
8-5-2022	5713	Receivership	Hour	DPR	2.00	275.00	550.00
Call with Parties representing the Secured creditor and the Receiver to discuss plan of action re ongoing receivership proceedings and calls/emails to adriana Culicchio at FCA Insurance re Forms and discussion of property re obtaining adequate insurance							
8-5-2022	5704	Review	Hour	HMR	1.40	630.00	882.00
K.Sherkin correspondences, conf call with secured creditor counsel, K.Sherkin; review of emails btw legal counsel on parties position, urgent court hearing requests; review of receiver's position thereof							
8-5-2022	5713	Receivership	Hour	HMR	0.60	630.00	378.00
Dis w bailiff status at location and various matters thereof; planning re regular attendance typically asked for by insurer							
8-5-2022	5713	Receivership	Hour	HMR	0.30	630.00	189.00
D.Posner dis re insurance follow up, equipment review consultant and other continuing matters							
8-5-2022	5713	Receivership	Hour	HMR	0.50	630.00	315.00
K.Sherkin corresp, discussions and responses thereof throughout day							
8-8-2022	5704	Review	Hour	HMR	0.80	630.00	504.00
K.Sherkin corresp and dis parties position, review of receiver's position thereof, dis of receiver's report for tomorrow's hearing; review of various corresp btw legal counsel of last week; dis w bailiff re weekend security check ups status of property							
8-8-2022	5711	Reports	Hour	HMR	1.70	630.00	1,071.00

Billing Worksheet Report

Account 1029631 Account 12411300 Canada Inc. v. Triple-I Capital Partners Limited

Project: 038019		Triple-I Capital Partners Limited (INS)					
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
Dis and review w D.Posner receiver's report, review of corresp, emails btw legal counsel; planning of report thereof; review of development of report w D.Posner throughout day							
8-8-2022	5711	Reports	Hour	HMR	0.80	630.00	504.00
K.Sherkin, D.Posner reviews of and finalize report to court							
8-8-2022	5704	Review	Hour	HMR	0.40	630.00	252.00
Review of affidavit of legal counsel of debtor; K.Sherkin discussions and consideration of receiver's position thereof							
8-8-2022	5713	Receivership	Hour	DPR	7.00	275.00	1,925.00
Drafting, finalizing and compiling Appendices for the Receiver's first report							
8-9-2022	5713	Receivership	Hour	DPR	0.75	275.00	206.25
attended court and compiled timesheets and summary thereof							
8-9-2022	5704	Review	Hour	HMR	0.50	630.00	315.00
Prepare for and attend court - chambers appt before Justice Cavanagh respondent moving party re late							
8-9-2022	5704	Review	Hour	HMR	0.30	630.00	189.00
K.Sherkin dis and corresp re draft court order from earlier chambers appt., planning with bailiff thereof							
8-9-2022	5704	Review	Hour	HMR	0.80	630.00	504.00
Calls from Aman and Parth from Advance Blvd location re bailiff hand off, apparent problem, advised							
8-9-2022	5710	Banking - File Specific	Hour	HMR	0.40	630.00	252.00
Request from secured lender lawyer various information, review and dis w D.Posner, instructions thereof							
8-10-2022	5702	Admin work file - General (description mandatory)	Hour	LDS	0.20	425.00	85.00
call with Daniel on timing for payment to secured lender and taking possession							
8-10-2022	5704	Review	Hour	HMR	0.20	630.00	126.00
Dis w Parth re Aman re doors, power supply of bailiff continuing dis from bailiff handoff							
8-11-2022	5704	Review	Hour	HMR	0.10	630.00	63.00
Follow up re building handover w bailiff							
8-11-2022	5710	Banking - File Specific	Hour	HMR	0.10	630.00	63.00
Banking review w D.Posner							
9-19-2022	5704	Review	Hour	HMR	3.60	630.00	2,268.00
Conf call w lenders and receiver's counsel; planning points thereof; dis w D.Posner re-engagement							
9-20-2022	5713	Receivership	Hour	DPR	5.50	275.00	1,512.50

Billing Worksheet Report

Account 1029631

Account 12411300 Canada Inc. v. Triple-I Capital Partners Limited

Project: 038019

Triple-I Capital Partners Limited (INS)

Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
		attending the premises with the Bailiff in the afternoon and again in the evening. Taking possession of the building changing locks and arranging for new pass card to access all rooms. Attending each room in the building and taking photos, etc..					
9-20-2022	5715	Possession	Hour	HMR	2.30	630.00	1,449.00
		Planning for and coordinate possession of property 237B Advance Blvd; dis w Triple -I and their legal					
9-20-2022	5715	Possession	Hour	HMR	1.80	630.00	1,134.00
		Dis w building operators re security cards and codes for access to interior buildings; continuing matters					
9-20-2022	5715	Possession	Hour	HMR	3.30	630.00	2,079.00
		Attend at location with IT technician of building; walk through of building and outside premises; dis w					
9-21-2022	5713	Receivership	Hour	DPR	6.00	275.00	1,650.00
		attending the property and accompanying Dave Orton re equipment appraisal and other parties interested in purchasing the property; searched through all documents on the premises for updated books and records; filling insurance forms and negotiating FCA					
9-21-2022	5715	Possession	Hour	HMR	5.30	630.00	3,339.00
		Continuing matters re possession, attend at premises, lack of books and records, no proof of insurance,					
9-21-2022	5708	Asset Realization	Hour	HMR	0.30	630.00	189.00
		Dis w interested buyers from bailiffs office advise of intended sales process; dis w bailiff of same					
9-22-2022	5705	Creditor/Debtor Inquiries/Assistance	Hour	AFD	0.50	325.00	162.50
		review and submit Canada Post Mail re-direction / payment of same					
9-22-2022	5713	Receivership	Hour	DPR	4.00	275.00	1,100.00
		Attended the property: Searching through equipment and books and records; accompanying Dave Orton re Appraisal and Drafting Receiver's statement and Notice (245&246)					
9-22-2022	5715	Possession	Hour	HMR	1.30	630.00	819.00
		Continuing matters w D.Posner re possession of premises; equipment appraiser attend at premises;					
9-22-2022	5708	Asset Realization	Hour	HMR	0.80	630.00	504.00
		Sales process review, planning thereof					
9-22-2022	5704	Review	Hour	HMR	0.60	630.00	378.00
		K.Sherkin dis and corresp re various continuing matters incl possession steps, follow up w debtor					
9-23-2022	5713	Receivership	Hour	DPR	1.50	275.00	412.50
		arranging for signing of EL/Appraisal, PPSA, posting court order to our website, updating 245/246 Notice and EIS					

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019 Triple-I Capital Partners Limited (INS)							
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
9-27-2022	5704	Review Debtor company correspondence re certificate of insurance but only to Apr 2022, creditor list minimal	Hour	HMR	1.20	630.00	756.00
9-27-2022	5715	Possession Meeting with bailiff re security of building re debtor company recent request for control of assets to	Hour	HMR	1.30	630.00	819.00
9-27-2022	5715	Possession Certificate of insurance follow up; monitoring of building review	Hour	HMR	0.30	630.00	189.00
9-27-2022	5708	Asset Realization Sales process dis w lender incl debtor company most recent request	Hour	HMR	0.40	630.00	252.00
9-30-2022	5313	File Admin: Receivership (Corporate) reviewing insurance needs and determining whether FCA insurance is necessary or if NFP insurance is still sufficient; updating 245/246 Notice to be sent out	Hour	DPR	1.00	275.00	275.00
10-3-2022	5313	File Admin: Receivership (Corporate) Reviewing docs provided by Secured Creditor re details of all parties, guarantors, etc.. and their contact info and putting into Ascend. Ensuring service list is complete and correct. Discussion and email to Peg Mountney at NFP insurance re status	Hour	DPR	3.00	280.00	840.00
10-4-2022	5313	File Admin: Receivership (Corporate) reviewing insurance and discussion with Peg Mountney re statuts of building and providing info to NFP insurance	Hour	DPR	1.00	280.00	280.00
10-4-2022	5309	File Admin: Asset Realization (Corporate) Review and coord matters incl info, attendance at location with property appraisal Colliers; review in	Hour	HMR	3.20	635.00	2,032.00
10-4-2022	5304	File Admin: Notices (Corporate) OSB filing coord with staff, review and instructions thereof	Hour	HMR	0.30	635.00	190.50
10-4-2022	5309	File Admin: Asset Realization (Corporate) K.Sherkin, M.Faheim review realtor listing agreement, dis thereof; response to realtor thereof	Hour	HMR	0.80	635.00	508.00
10-4-2022	5309	File Admin: Asset Realization (Corporate) M.Faheim sales process and order draft; review and planning thereof	Hour	HMR	1.20	635.00	762.00
10-4-2022	5309	File Admin: Asset Realization (Corporate) Colliers appraisal corresp, coordinate various matters thereof	Hour	HMR	0.40	635.00	254.00
10-5-2022	5313	File Admin: Receivership (Corporate) Dis w bailiff pre and post appraisal company attendance; corresp w appraiser re status, timing; receipt	Hour	HMR	2.10	635.00	1,333.50
10-5-2022	5313	File Admin: Receivership (Corporate)	Hour	HMR	1.80	635.00	1,143.00

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019		Triple-I Capital Partners Limited (INS)		Type	Empl ID	Hours	Rate	Amount
Date	Workcode	Description						
		Review and summarize property appraisal and equipment appraisal to receiver, final draft of listing						
10-5-2022	5309	File Admin: Asset Realization (Corporate)		Hour	HMR	1.60	635.00	1,016.00
		Dis and corresp with realtor throughout day re set up of listing, data room contents in detail, updates to						
10-5-2022	5312	File Admin: Reports (Corporate)		Hour	HMR	2.10	635.00	1,333.50
		Review draft motion material and court order for sales process approval; planning receiver's report						
10-6-2022	5303	File Admin: Admin Work File (Corporate)		Hour	AFD	0.50	330.00	165.00
		Hans re documents required for website; review documents; instructions to Emily re same; review and						
10-6-2022	5313	File Admin: Receivership (Corporate)		Hour	DPR	4.00	280.00	1,120.00
		arranging for specific docs to be posted to Website; calls and emails with MFaheim of Miller Thomson re drafting the Receiver's report and drafting section re Activities of Receiver; call with B Sykes re Sales process and providing Tax certificate						
10-6-2022	5306	File Admin: Creditor/Debtor Inquiries/Assistance (Corporate)		Hour	HMR	1.30	635.00	825.50
		Corresp and review w M.Faheim re former receiver (v. TS Pharamceutical) legal counsel M.Grosel of						
10-6-2022	5309	File Admin: Asset Realization (Corporate)		Hour	HMR	0.80	635.00	508.00
		Dis with realtor, bailiff re attendance location coord thereof w D.Posner; post dis with realtor status at						
10-6-2022	5312	File Admin: Reports (Corporate)		Hour	HMR	1.80	635.00	1,143.00
		Draft motion record of receiver, review with M.Faheim throughout day						
10-6-2022	5312	File Admin: Reports (Corporate)		Hour	HMR	2.30	635.00	1,460.50
		Second Report of receiver draft with D.Posner, review throughout day; dis w M.Faheim on same						
10-6-2022	5309	File Admin: Asset Realization (Corporate)		Hour	HMR	1.20	635.00	762.00
		Update data, tech info requested by realtor for listing of property, review with D.Posner; receipt, review						
10-6-2022	5309	File Admin: Asset Realization (Corporate)		Hour	HMR	0.80	635.00	508.00
		Initial data room dis and details thereof, coord updates, consent 3rd parties to use prvs info on data						
10-7-2022	5313	File Admin: Receivership (Corporate)		Hour	DPR	3.75	280.00	1,050.00
		reviewed and updated multiple drafts of Receivers Report; sales Process; and assisted with Appendices and finalizing; Call with Adriana collucio of FCA Insurance and memo re the status and approach of both insurance policies with respect to 237B Advance						
10-11-2022	5313	File Admin: Receivership (Corporate)		Hour	HMR	1.40	635.00	889.00
		Oct 10: Motion record of 12411300 Canada Inc. requesting time for payout and discharge of receiver,						
10-11-2022	5312	File Admin: Reports (Corporate)		Hour	HMR	3.60	635.00	2,286.00
		Oct 7: Sales motion of receiver and second report of receiver, review and dis throughout day with						

Billing Worksheet Report

Account 1029631 Account 12411300 Canada Inc. v. Triple-I Capital Partners Limited

Project: 038019 Triple-I Capital Partners Limited (INS)							
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
10-11-2022	5312	File Admin: Reports (Corporate)	Hour	HMR	0.20	635.00	127.00
Oct 7: Dis w D.Posner continuing matters, updates and follow up matters, instr thereof							
10-11-2022	5305	File Admin: Review (Corporate)	Hour	HMR	1.60	635.00	1,016.00
Dis w K.Sherkin re 12411300 Canada Inc. motion record, response and position of receiver thereof; info							
10-11-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.70	635.00	444.50
Conf call with Triple-I legal counsel; post meeting corresp thereof; dis w K.Sherkin re sales process incl							
10-11-2022	5309	File Admin: Asset Realization (Corporate)	Hour	HMR	0.20	635.00	127.00
Corresp to AY re suspension of listing and advertising campaign							
10-12-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	0.75	280.00	210.00
Reviewing the Receiver's accounts and calls/emails with Miller Thomson and Scalzi							
10-12-2022	5305	File Admin: Review (Corporate)	Hour	HMR	1.70	635.00	1,079.50
10-13-2022	5305	File Admin: Review (Corporate)	Hour	HMR	1.60	635.00	1,016.00
Prep for and attend conf call with K.Sherkin, M.Faheim, D.Posner, Triple-I and their legal team re							
10-13-2022	5313	File Admin: Receivership (Corporate)	Hour	HMR	0.60	635.00	381.00
Attend court hearing re 12411300 Canada Inc. motion before Justice Cavanagh; post hearing dis w							
10-13-2022	5313	File Admin: Receivership (Corporate)	Hour	HMR	1.30	635.00	825.50
Draft consent court order, review and dis with M.Faheim, various considerations on draft order, major							
10-13-2022	5315	File Admin: Possession (Corporate)	Hour	HMR	0.70	635.00	444.50
Bailiff call reporting that chain was removed and locks changed; corresp and dis w K.Sherkin re							
10-13-2022	5313	File Admin: Receivership (Corporate)	Hour	HMR	2.20	635.00	1,397.00
Call back to bailiff re developments of day, position of receiver, instructions to bailiff to change locks and							
10-13-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.60	635.00	381.00
Consideration of next steps w K.Sherkin in light of 124 or related party changing locks incl appt with							
10-13-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	1.25	280.00	350.00
Call with Miller Thomson and ScalziLaw to discuss upcoming court hearing and attending court hearing and discussion re potential breach of receivership order. and Call with CRA re status of debtor company.							
10-14-2022	5305	File Admin: Review (Corporate)	Hour	HMR	1.20	635.00	762.00
K.Sherkin dis, corresp re break and enter by debtor rep yesterday, including cutting chains and changing							
10-14-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.70	635.00	444.50
Atkins office re Oct 13 court order, position of receiver did not allow debtor to take possession, delays in							

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019 Triple-I Capital Partners Limited (INS)							
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
10-14-2022	5315	File Admin: Possession (Corporate) Report from bailiff on re-changing of locks, chain of gate; dis re security going forward and attendance	Hour	HMR	1.60	635.00	1,016.00
10-14-2022	5309	File Admin: Asset Realization (Corporate) Listing agreement with realtor changes to schedule A pursuant to court order of Oct 14th suspending	Hour	HMR	0.60	635.00	381.00
10-17-2022	5309	File Admin: Asset Realization (Corporate) Realtor corresp, meeting with re status of sales process, Schedule A per court order and revisions to	Hour	HMR	0.70	635.00	444.50
10-17-2022	5305	File Admin: Review (Corporate) Dis w Aram S of Scalzi office re status of settlement terms	Hour	HMR	0.20	635.00	127.00
10-17-2022	5315	File Admin: Possession (Corporate) Report from bailiff and follow up from last week	Hour	HMR	0.20	635.00	127.00
10-19-2022	5313	File Admin: Receivership (Corporate) review updated terms re amended agreement with Avison Young; call and email with K Avison; calls and email with Peg Mountney at NFP insurance re whether receiver can receive certificate	Hour	DPR	1.75	280.00	490.00
10-19-2022	5315	File Admin: Possession (Corporate) Insurance NFP dis w D.Posner, non response from and requests NFP; Receiver position re FC&A	Hour	HMR	0.50	635.00	317.50
10-19-2022	5305	File Admin: Review (Corporate) Dis status of building with bailiff, next steps, security	Hour	HMR	0.30	635.00	190.50
10-19-2022	5309	File Admin: Asset Realization (Corporate) Realtor revised schedule to listing agreement, review w D.Posner; amendments to letter agreement	Hour	HMR	0.60	635.00	381.00
10-20-2022	5313	File Admin: Receivership (Corporate) calls and emails with Peg Mountney re update insurance policy and COI	Hour	DPR	0.50	280.00	140.00
10-20-2022	5305	File Admin: Review (Corporate) M.Faheim corresp, position of receiver and respond in prep for next day court hearing	Hour	HMR	0.30	635.00	190.50
10-21-2022	5313	File Admin: Receivership (Corporate) communicating with Peg Mountney (NFP Insurance) for updated COI and email and call with Adriana Coluccia from FCA and cancelling insurance policy including filling out forms	Hour	DPR	1.50	280.00	420.00
10-21-2022	5305	File Admin: Review (Corporate) M.Faheim dis before court attendance; attend court hearing	Hour	HMR	0.30	635.00	190.50
10-21-2022	5305	File Admin: Review (Corporate) Realtor message on continued stand down; bailiff dis re continued security required; insurance COI	Hour	HMR	0.60	635.00	381.00

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019		Triple-I Capital Partners Limited (INS)					
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
		Corresp from debtor re court hearing request; dis w M.Faheim thereof, responding corresp; M.Faheim					
10-25-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.80	635.00	508.00
		M.Faheim re draft court order and changes thereof; lender counsel request of receiver's accounts and					
10-25-2022	5311	File Admin: Banking - File Specific (Corporate)	Hour	HMR	0.50	635.00	317.50
		Disbursements and banking review w F.Xue, D.Posner					
10-25-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	0.75	280.00	210.00
		reviewing, and updating summary/analysis for secured creditor					
10-26-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	1.00	280.00	280.00
		call with CRA to provide update and analysis re payout to secured creditors re PArA 1 and 2 of the Draft					
10-26-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.80	635.00	508.00
		Draft court order from Atkinson re payments to Triple-I, Receiver, disputed amounts; review and					
		reconcile payment amounts to Triple-I statement of account as of Oct 25 with D.Posner; corresp w					
		M.Faheim thereof re request of consent to draft court order					
10-26-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.30	635.00	190.50
		Dis with bailiff re status, continued security of premises, planning re Oct 28 court order					
10-27-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.40	635.00	254.00
		K.Sherkin dis, M.Faheim corresp re draft court order; receiver's position thereof					
10-27-2022	5315	File Admin: Possession (Corporate)	Hour	HMR	0.60	635.00	381.00
		D.Posner dis and instr re coordinate post Oct 28 court order redemption payment - return of keys and					
10-27-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	4.50	280.00	1,260.00
		arranging to pick up keys for the property, attending at the property. Issue re the alarm, called tech to					
		assess the issues. Attempting to solve issue re alarm and returned to property in evening to ensure the					
		security of the property					
10-28-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	3.00	280.00	840.00
		Drafting Receivers Report and delivering keys to Bailiff to return to debtor					
10-28-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.30	635.00	190.50
		K.Sherkin, M.Faheim re issues with affidavit of 124, corresp re draft order and changes thereof, position					
10-28-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.20	635.00	127.00
		Conf call R.Atkinson pre court hearing w K.Sherkin, M.Faheim re position of receiver re clauses in draft					
10-28-2022	5313	File Admin: Receivership (Corporate)	Hour	HMR	0.40	635.00	254.00

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019		Triple-I Capital Partners Limited (INS)					
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
		Attend 9:30 court hearing before Justice Cavanagh, post corresp D.Posner thereof					
10-28-2022	5315	File Admin: Possession (Corporate)	Hour	HMR	0.40	635.00	254.00
		Post court hearing planning w D.Posner and bailiff, dis of hand off to debtor logistics and possible					
10-28-2022	5315	File Admin: Possession (Corporate)	Hour	HMR	0.40	635.00	254.00
		M.Faheim follow up status of court order, timing of wire payments; confirmation from secured creditor					
10-28-2022	5315	File Admin: Possession (Corporate)	Hour	HMR	0.20	635.00	127.00
Oct 29: reporting to M.Faheim							
10-31-2022	5312	File Admin: Reports (Corporate)	Hour	HMR	1.20	635.00	762.00
		Receiver's report to court, structure of report, draft, review w D.Posner, planning thereof					
10-31-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.40	635.00	254.00
		File review re various matters exit of building incl realtor, various interested parties, bailiff dis; corresp					
10-31-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	3.50	280.00	980.00
		reviewing correspondence and drafting receivers third report. Call with AY re terminating the sales					
11-1-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	4.00	280.00	1,120.00
		compiling info reviewing correspondence and drafting report and preparing appendices					
11-1-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.20	635.00	127.00
		Consent order, corresp Atkinson law thereof					
11-1-2022	5312	File Admin: Reports (Corporate)	Hour	HMR	0.70	635.00	444.50
		Draft report of receiver w D.Posner, file review on all matters for report					
11-2-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	1.25	280.00	350.00
		updates to Report and prepare SRD					
11-3-2022	5305	File Admin: Review (Corporate)	Hour	HMR	0.10	635.00	63.50
		Response to OSB office re status					
11-3-2022	5314	File Admin: Div I Proposal (Corporate)	Hour	DPR	1.00	280.00	280.00
		email and call with MF re Receiver's status and certificate and response to OSB; preparing SRD					
11-4-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	0.75	280.00	210.00
		email with OSB re Receiver Status on 124 and discussion with HR re status					
11-8-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	0.25	280.00	70.00
		call with Wendy Rueger (CRA) re status of receivership					
11-15-2022	5313	File Admin: Receivership (Corporate)	Hour	DPR	0.50	280.00	140.00
		call with Parth and making arrangements with AY re delivering pass cards to 237B advance					

Billing Worksheet Report

Account	1029631	Account	12411300 Canada Inc. v. Triple-I Capital Partners Limited
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Project: 038019							
Triple-I Capital Partners Limited (INS)							
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
11-16-2022	5313	File Admin: Receivership (Corporate) making arrangements to pick up key cards from AY	Hour	DPR	0.25	280.00	70.00
11-18-2022	5313	File Admin: Receivership (Corporate) Per Parth's request travelling to pick up key cards from Avison Young and delivering same to 237B Advance and discussion with Parth	Hour	DPR	2.00	280.00	560.00
11-21-2022	5313	File Admin: Receivership (Corporate) following up with AY re cancellation of agreement	Hour	DPR	0.25	280.00	70.00
11-28-2022	5313	File Admin: Receivership (Corporate) emails with the MF and reviewing updated report	Hour	DPR	0.50	280.00	140.00
11-28-2022	5312	File Admin: Reports (Corporate) Corresp Miller Thomson's M.Faheim re receiver's report revised; receipts and disbursements w F.Xue,	Hour	HMR	0.80	635.00	508.00
11-30-2022	5305	File Admin: Review (Corporate) Corresp Miller Thomson's M.Faheim re scheduling endorsement, planning meeting, report, banking SRD	Hour	HMR	0.80	635.00	508.00
12-15-2022	5313	File Admin: Receivership (Corporate) email to Adriana and internal emails re FCA insurance	Hour	DPR	0.25	280.00	70.00
12-30-2022	5313	File Admin: Receivership (Corporate) updating Receiver's report, preparing SRD and reviewing details re Receivers fees and disbursements and fees affidavit	Hour	DPR	3.00	280.00	840.00
Project: 038019						219.00	106,722.25

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF HANS RIZARRI
SWORN JANUARY 4, 2023

Crowe Soberman Inc.
Licensed Insolvency Trustee
2 St. Clair Avenue East, Suite 1100
Toronto, Ontario, M4T 2T5
Tel: 416-929-2500 Fax: 416-929-2555

Hans Rizarri, License #2680
Hans.Rizarri@CroweSoberman.com
Direct Line: 416-963-7175

Appendix “I”

Court File No. CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**AFFIDAVIT OF MONICA FAHEIM
(sworn January 3, 2023)**

I, Monica Faheim, of the City of Mississauga, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer with the law firm Miller Thomson LLP (“**MT**”), the lawyers for Crowe Soberman Inc. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and property (the “**Property**”) of 12411300 Canada Inc. (the “**Debtor**”), and as such have knowledge of the matters to which I hereinafter depose.
2. Crowe Soberman Inc. was appointed Receiver and Manager of the Property of the Debtor pursuant to an Order of the Ontario Superior Court of Justice dated July 22, 2022 (the “**Appointment Order**”).
3. MT was retained by the Receiver to provide legal advice in connection with its role as counsel to the Receiver (the “**Receivership Proceedings**”).

4. The Appointment Order provides that the Receiver and its counsel shall pass their accounts from time to time, and further provides that the Receiver and its counsel shall be paid their reasonable fees and expenses at their standard rates and charges.

5. Attached hereto as **Exhibit “A”** is a true copy of the detailed Invoices (the “**Invoices**”) issued to the Receiver for fees and disbursements incurred by MT in the course of the proceedings between June 9, 2022 and December 28, 2022 (the “**Appointment Period**”). The total fees charged by MT during the Appointment Period were \$80,308.50, plus Disbursements in the amount of \$251.25, plus Harmonized Sales Tax (HST) in the amount of \$10,455.19 for a total of \$91,014.94.

6. The Invoices are a fair and accurate description of the services provided and the amounts charged by MT.

7. Attached hereto as **Exhibit “B”** is a schedule summarizing the Invoices in Exhibit “A”, the total fees charged, Disbursements, HST and total billed during the Appointment Period.

8. Attached hereto and marked as **Exhibit “C”** is a schedule summarizing the billing rates, year of call, total hours and total fees charges for each lawyer and law clerk that has completed work on this file during the Appointment Period.

9. Barring unforeseen circumstances, I estimate that the costs to complete all the work relating to these proceedings will not exceed \$5,000.00 (including HST).

10. On this basis, Miller Thomson requests that this Honourable Court approve its fees and disbursements as counsel to the Receiver for the Appointment Period as referenced herein.

11. To the best of my knowledge, the rates charged by MT are comparable to the rates charged for the provision of similar services by other legal firms in the Toronto market.

12. This Affidavit is sworn in connection with a motion by the Receiver to have, among other things, the fees, taxes and disbursements of its counsel, MT, in relation to these proceedings approved by this Honourable Court, and for no improper purpose.

SWORN by Monica Faheim of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on January 3, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

0E6E1CED6D4F4C4

Commissioner for Taking Affidavits
(or as may be)

ASIM IQBAL



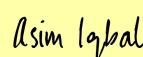
DocuSigned by:

A927328446B742A...

MONICA FAHEIM

This is **Exhibit “A”** referred to in the affidavit of Monica Faheim, sworn before me at the City of Toronto, in the Province of Ontario, on January 3, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:



0E6F1CED6D4E4C4...

Commissioner for Taking Affidavits
(or as may be)

ASIM IQBAL



MILLER THOMSON LLP
 SCOTIA PLAZA
 40 KING STREET WEST, SUITE 5800
 P.O. BOX 1011
 TORONTO, ON M5H 3S1
 CANADA

T 416.595.8500
 F 416.595.8695

MILLERTHOMSON.COM

August 12, 2022

Invoice Number 3785301

Crowe Soberman Inc.
 2 St. Clair Avenue East
 Suite 1100
 Toronto, ON M4T 2T5

Attention: Hans Rizarri

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Triple-I Capital Partners Limited
 Our File No. 0270566.0001**

Date	Initials	Description	Hours
06/09/2022	KS	Email and call from Carmine (CS) re Triple- I and Advance Property; Call with Bobby Sachdeva;	1.00
06/20/2022	KS	Email and call from CS with Information;	0.50
06/24/2022	KS	Copy of Email from CS to opposing counsel;	0.20
06/27/2022	EC	Discussion with Kevin Sherkin regarding new receivership file; review background documents; draft court documents;	5.00
06/27/2022	JC	Conduct corporate, PPSA, Bank Act, bankruptcy, CCAA and execution searches against 12411300 Canada Inc.;	0.40
06/27/2022	KS	Zoom call for Strategy meeting; Call with Erin Craddock re material and brief for the file; Multiple emails exchanged with information; Review information from Ivan;	2.50
06/28/2022	EC	Review commitment letter and security documents for preparation of court materials;	2.40
06/29/2022	EC	Draft affidavit in support of receivership; revise draft receivership order;	3.70

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.



Date	Initials	Description	Hours
06/30/2022	PW	Receive and review instructions; obtain copy of PIN; obtain and compile copies of documents; provide same to E. Craddock.	0.20
07/07/2022	MF	Call with E. Craddock re: urgent receivership application; review of materials and drafts; review correspondence with E. Craddock re materials, next steps and key issues;	1.80
07/07/2022	EC	Revise court materials; instructions to Monica Faheim;	1.50
07/08/2022	MF	Continue review of underlying documents for receivership application and list of missing information; review / consider security provisions of loan commitment;	1.00
07/09/2022	MF	Review and revisions to draft Affidavit for receivership application; correspondence with lender contact to obtain missing info for draft materials; review information received from Scalzi law re: affidavit;	1.60
07/10/2022	MF	Revisions to affidavit for receivership application and incorporate new information; revisions to Notice of Application; revisions to receivership order;	1.20
07/11/2022	MF	Correspondence with E. Craddock re application materials / updates and next steps; additional correspondence with client re: information for application; revisions to application;	0.60
07/13/2022	EC	Revise draft receivership documents;	1.20
07/15/2022	MF	Correspondence re materials and timeline for next steps; correspondence with client;	0.30
07/18/2022	MF	Call with K. Sherkin re materials; Call with E. Craddock re court materials and necessary changes to drafts; revisions to draft receivership materials ; circulate to C. Scalzi and client;	1.30
07/18/2022	MF	Review all correspondence received from C. Scalzi; Call with Hans & C. Scalzi re: materials; further call with E. Craddock; Revisions to receivership order to include carve outs for cannabis company; canvas dates with court to schedule receivership application; revisions to affidavit;	1.30
07/18/2022	EC	Discussion with Monica Faheim regarding	0.50



Date	Initials	Description	Hours
		amendments to court materials;	
07/19/2022	MF	Review all correspondence received from C. Scalzi; Call with Hans & C. Scalzi re: materials; further call with E. Craddock; Revisions to materials based on comments and correspondence with client; review all agreements to be attached to affidavit for confidentiality provisions; correspondence with E. Craddock re changes to materials;	2.20
07/19/2022	EC	Revise draft affidavit in support of receivership application;	1.30
07/20/2022	MF	Correspondence re: email to court re urgency of matter; draft email to court; correspondence with K Sherkin re same; correspondence re booking date; call with E. Craddock re various issues and court availability; call with Scalzi law;	0.80
07/21/2022	MF	Numerous phone calls/emails with Scalzi office and J. Logan re: materials and court filing; finalize court materials; correspondence re issuance of notice of application and revisions; calls re issues with materials and compiling record; draft factum; attend to all matters re service and filing of application record; call with MT team / Scalzi and Caplan team re: receivership application; draft factum; blackline of order to model order; Calls with E. Craddock; Complete citations and schedules to draft factum and circulate to Scalzi team;	7.90
07/21/2022	JL	Conference with M. Faheim; review and revise Notice of Application; attend to submitting same for issuance and email to Commercial List requesting rush issuance; prepare service list; prepare Application Record; emails with C. Scalzi's office; attend to formatting Application Record for CaseLines and attend to upload to CaseLines; attend to adding parties to CaseLines; attend to further uploads;	6.60
07/21/2022	KS	Speak to Carmine; Speak to Monica and Carmine multiple times during the day; Client zoom call with counsel; Review materials and second mortgage;	4.00
07/22/2022	MF	Attend hearing / receivership application before justice Cavanagh;	0.40



Date	Initials	Description	Hours
07/22/2022	KS	Review late night correspondence; Call with Gary; Emails with counsel; Attend commercial list court before Cavanagh J.;	1.70
07/22/2022	KS	Co-ordinate attendance at premises on Monday with responding counsel; Email exchanges and call with counsel;	0.50
07/25/2022	KS	Email and call with Hans regarding his attendance; Was not able to finish; Needs to re-attend following day; Exchange of emails with counsel;	1.20
07/26/2022	KS	Email from Alfred Tong and reply;	0.20
07/28/2022	KS	Email with Hans and creditor co-ordinate zoom call;	0.50
07/29/2022	KS	Call with Hans re update and plan if funds not paid re impeding deadline on Tuesday; Exchange of email with counsel;	1.20
08/01/2022	KS	Call with Hans. to discuss file;	0.40
08/02/2022	KS	Call and email with Hans re payment and if receivership Order is in play;	0.50
08/03/2022	KS	Multiple emails and calls regarding breach of Order of the court and receivership now active; Request access coded and cards no replay; Speak to Hans to try to obtain a bailiff for access. Hans arranges for bailiff; Call from Hans re attendance; Emails to counsel;	3.00
08/05/2022	KS	Early morning zoom call with Lender; Counsel call with Lender; Speak to Hans re position; Write email to Ryan A to articulate the position and request for motion for directions; Email back from Hans; Response from Ryan and my answer; Email to MF re being on standby for motion for directions; Call to lender's counsel;	2.50
08/08/2022	KS	Emails back and forth and calls with the receiver; Emails back and forth with opposing counsel; Review first draft report of receiver; Make comments and suggested changes; Send back to the receiver; Second draft review and finalize and upload to the portal;	3.00
08/09/2022	KS	Attend before Cavanagh J. re review material before attendance; Post attendance review of draft order;	2.50



Date	Initials	Description	Hours
		Make changes; Call with Receiver re hand over of premises; Follow up with counsel; Email and call with Hans re handoff from bailiff at 6pm;	
08/10/2022	KS	Receipt of email from the court with Order and endorsement;	0.20
Total Hours			68.80

Our Fee: **39,796.00**

Taxable Disbursements

Land Registry Office Searches	63.40
Bank Act Search (CSRS) - Ontario	14.00
Bankruptcy Search (Industry Canada)	8.00
PPSA Search - Ontario	8.00
 Total Taxable Disbursements	 93.40
	\$93.40

Total Fees and Disbursements **\$39,889.40**

Ontario HST 13% (R119440766)	
On Fees	\$5,173.48
On Disbursements	\$12.14

Total Amount Due **\$45,075.02**

E.&O.E.



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 TORONTO, ON M5H 3S1
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 F 416.595.8695

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September 30, 2022

Invoice Number 3802794

Crowe Soberman Inc.
 2 St. Clair Avenue East
 Suite 1100
 Toronto, ON M4T 2T5

Attention: Hans Rizarri

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Triple-I Capital Partners Limited
 Our File No. 0270566.0001**

Date	Initials	Description	Hours
09/23/2022	MC	Emails to/from K. Sherkin; telephone calls with K. Sherkin; meeting with K. Sherkin; review Order (appointing Receiver) dated July 22, 2022; review P.I.N. abstract for 237B Advance Boulevard, Brampton	1.70
09/26/2022	MC	Prepare solicitor's statement for registration of the Order appointing receiver and manager; email to H. Rizzardi; email to F. Torchia	0.50
09/26/2022	MC	Meeting with C. Carinci; email to C. Carinci	0.20
09/27/2022	CC	received instructions via email from m.carli; prepared draft Application; email m.carli to review draft Application; prepared A & D for execution; obtained executed A & D; registered Application	0.50
09/27/2022	MF	Review correspondence re: various receivership issues; correspondence with K. Sherkin re sale process approval motion and call to K. Sherkin re same;	0.10
09/27/2022	MF	Call with Kevin Sherkin re: motion seeking sale process approval;	0.30
09/27/2022	MC	Email from H. Rizarri with signed Acknowledgement	0.30

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.



Date	Initials	Description	Hours
		and Direction; email to C. Carinci; email to H. Rizarri with registered Application	
09/28/2022	MF	Call with K. Sherkin re sale process motion;	0.30
09/28/2022	KS	Email and call with Hans and review of listing agreement. Speak to Monica to review proposed sale process for motion to get same approved. email from Lenders counsel to arrange call	2.50
09/29/2022	MF	Meeting with K. Sherkin, H. Rizarri, C. Scalzi and other parties re: sale process approval motion and next steps;	0.70
09/29/2022	KS	Online meeting to discuss issues. call with Hans subesquesnt and in the evening . Email to Broker . Call with Monica and receipt of court dates	2.50
09/30/2022	MF	Correspondence re court attendance / booking; email to advice of booking for sale process approval;	0.20
Total Hours			9.80

Our Fee: **6,862.00**

Taxable Disbursements

Teraview Service Fee	11.05
Total Taxable Disbursements	11.05

Non-Taxable Disbursements

Registration Fee	66.30
Total Non-Taxable Disbursements	66.30

Total Fees and Disbursements **\$6,939.35**

Ontario HST 13% (R119440766)

On Fees \$892.06

On Disbursements \$1.44



Total Amount Due	<u>\$7,832.85</u>
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E.&O.E.

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MILLERTHOMSON.COM

November 14, 2022

Invoice Number 3814668

Crowe Soberman Inc.
 2 St. Clair Avenue East
 Suite 1100
 Toronto, ON M4T 2T5

Attention: Hans Rizarri

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Triple-I Capital Partners Limited
 Our File No. 0270566.0001**

Date	Initials	Description	Hours
10/03/2022	KS	Speak to Monica re avail for motion for sale	0.20
10/03/2022	KS	Email from Avison and Yong with comments on Listing and terms. Speak to Hans	0.70
10/04/2022	MF	Draft Sale Process Order and Sale Procedures for October 14 motion to approve sale process; circulate to K. Sherkin; Correspondence re schedule / listing agreement;	2.00
10/04/2022	KS	Speak with Hans, Correspondence with Avison . Change to schedule. email back to Sykes . All changes incorporated into listing draft. Listing completed	2.30
10/05/2022	KS	Data room set up . email from Avison and brochure. emails from hans with Information on assets and backup information	1.00
10/06/2022	MF	Review H. Rizarri comments on sale proces and draft order; Correspondence re same; review correspondence from M. Grossell re issues involving TS pharmaceuticals; revisions to court mateirals; Draft Notice of Motion for sale process approval motion ;Call with Daniel Posner; Review previous	4.30

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.



Date	Initials	Description	Hours
		receiver's report and revisions to Notice of Motion; first draft of Receiver's Second Report; Call with Receiver; Review court materials on website for Farber / prior receivership in advance of call with M. Grossell;	
10/06/2022	KS	Emails re record to get sales process and listing approved . emails with receiver .Call with Monica	1.00
10/07/2022	MF	Review comments received re: sale process and sale procedure order, third report and turn all drafts / re-circulate to client / K. Sherkin for review; Revisions to third report; Discussion with K. Sherkin re materials; meeting with K. Sherkin, H. Rizarri, D. Posner; Revisions to report; Revisions to materials; finalize Notice of Motion; Review Crowe changes to 2nd report; revisions to Second Report and re-circulate; attend to all matters re service, compilation / filing of motion record;	3.30
10/07/2022	MF	Review NDA received from AY and draft APS; correspondence re final materials; call with M. McLaren re final service list; Review precedent APA received from Crowe;	0.30
10/07/2022	KS	Review and consider draft second report of receiver. Call with Monica to discuss motion and order needed . Receipt of signed listing. Look at NDA forms . Look at template offer . Look for last one I used in Auction process . Final report signed by Hans after changes. Discuss confidential appendix . Motion reviewed approved served	3.50
10/10/2022	MF	Review motion record of debtor returnable october 13, 2022;	0.80
10/10/2022	KS	Read motion record, Call to Hans	1.30
10/11/2022	MF	Correspondence re: next steps and hearing of motions; correspondence with K. Sherkin; call with K. Sherkin re next immediate steps; draft e-mails to court regarding duplicate motion; correspondence regarding same; correspondence to debtor's counsel for confidential exhibits;	0.90
10/11/2022	KS	Call with Monica, call with hans , call with sclzi , two	2.50



Date	Initials	Description	Hours
		conference calls	
10/11/2022	MF	Meeting with Debtors' counsel, Receiver's counsel / Applicant's counsel;	0.50
10/12/2022	MF	Review correspondence from debtor's counsel re payout; Review debtors' counsel supplementary motion record and factum; Call with K. Sherkin; draft Memorandum of Argument in response to Debtor's Factum; Further call with K. Sherkin regarding materials; draft lawyer's affidavit; Finalize memorandum of argument and lawyer's affidavit and serve materials and upload on caselines;	2.90
10/12/2022	MF	Call with Applicant, Applicant's counsel & Receiver / Receiver's counsel regarding next steps in case;	0.50
10/13/2022	MF	Meeting with Lender/Applicant's counsel, Receiver's counsel in advance of hearing; Correspondence re same; Hearing before Justice Cavanagh re debtor's motion; Revisions to draft sale process approval order based on attendance; correspondence re draft order and circulate; correspondence re orders to be issued by Justice Cavanagh;	1.60
10/13/2022	MF	Call with H. Rizarri and K. Sherkin re revisions to draft order; Input comments on consent order and correspondence with debtor's counsel regarding same; revisions to Sale process timelines and re-circulate revised sale process order; Call with H. Rizarri re: receivership order terms; Call with lender's counsel re: draft order;	0.70
10/14/2022	MF	Correspondence re consent orders and dispute re stay of receivership; Call with H. Rizarri and K. Sherkin; further changes to draft order; Call with Debtor's counsel; further turn of draft consent order; further call with K. Sherkin re same; further call and correspondence with Debtor's counsel re order; Call with Aram/Scalzi office re: terms of draft consent order;	1.50
10/19/2022	KS	Review details yesterday of order and exchanges call from Monica	1.00
10/20/2022	MF	Correspondence to K. Sherkin re issues in advance of hearing before justice Cavanagh and upddate on	0.70



Date	Initials	Description	Hours
		debtor's refinancing; Call with R. Atkinson / debtor's counsel re update; correspondence to K. Sherkin re same; Call with Applicant's counsel; correspondence re same;	
10/20/2022	KS	Emails and calls to day re closing speak to Scalzi . emails from Gary Caplan	0.80
10/21/2022	MF	Correspondence with A. simovanian / scalzi; correspondence to K. Sherkin re court hearing and submissions; Call to H. Rizarri in advance of hearing; attend hearing before Justice Cavanagh; follow up correspondence re order and circulate order of J. Cavanagh;	0.70
10/21/2022	KS	Emails with Monica; Exchange with Aram, parties are in agreement; Receive redacted email from Atkinson; Speak to Monica before attendance before court;	0.60
10/25/2022	MF	Call with R. Atkinson re: update and steps required from receiver / discharge order; review of correspondence from R. Atkinson; Call with H. Rizarri re: status of property and next steps; Review draft order prepared by Debtor's counsel; Further call with R. Atkinson; call with K. Sherkin; Further call with H. Rizarri; correspondence re terms of draft receivership order;	1.90
10/25/2022	KS	Email with 930 request form; Monica requested list of items to be addressed; Revised calculation of payout; Revised chart; Review email re draft order;	1.00
10/26/2022	MF	Call with R. Atkinson; review revisions to draft order and various correspondence with debtor's counsel; Correspondence with lender's counsel; Revisions to order; call with B. Sachdeva; various calls with R. Atkinson and revisions to draft order/correspondence re same; Call with R. Atkinson and M. Mukkar / Cassels; Call with H. Rizarri; revert draft order and correspondence re same;	2.50
10/26/2022	BS	Review emails from Monica Faheem re intended refinancing and consequences for Receivership and Receiver's first charge. Emails to Monica Faheem and to providin advcie	0.60



Date	Initials	Description	Hours
10/27/2022	KS	Call with Hans call to Monica.. change to order and exchange of emails	1.00
10/27/2022	MF	Various correspondence re form of order for Oct 28 hearing and call with K. Sherkin; correspondence with client re same; Review supplementary motion record of debtor;	0.80
10/28/2022	MF	Meeting prior to 9:30 with debtor counsel, receiver's counsel and applicant's counsel re consent order; Prepare for hearing and review order; prepare submissions and attend 9:30 hearing before J Cavanagh; Call with J. Cavanagh; Various correspondence re motion to approve fees;	0.80
10/28/2022	MF	Correspondence and call with Crowe re; receipt of funds from lender; call with M. Martins re same; call with Crowe / H. Rizarri re next steps and release of keys to property;	0.30
10/28/2022	KS	Email with Monica to secure date;	0.20
10/28/2022	KS	Exchange of emails re order; Receipt of wire and confirm with accounting;	0.60
10/31/2022	MF	Correspondence with M. McLaren re receiver's motion to approve activities, fees and conduct; review precedent motion record re same; preparation of skeletons for motion to approve fees;	0.80
10/31/2022	KS	Emails from lenders' lawyer with orders and discharge of charge;	0.20
11/01/2022	MF	Call with K. Sherkin re update and next steps; correspondence with debtor's counsel; complete discharge certificate and arrange for discharge of Receiver's charge from title;	0.40
11/01/2022	KS	Email from Monica for date selection; Email from Freedland; Exchange of additional documents; Arrange for Discharge of receiver order on title;	1.00
11/02/2022	MF	Initial review of draft receiver's report from C. Soberman; correspondence with H. Rizarri and D. Posner re next steps; correspondence re discharge of receiver's charge;	0.60
11/02/2022	MC	Email from M. Faheim; review Consent Order,	0.50



Date	Initials	Description	Hours
		Receiver's Certificate and Receivership Order	
11/03/2022	KS	Email with Monica and MC;	0.20
11/09/2022	MC	Review Application to file Consent Order and Receiver's Certificate; email to M. Faheim; revise Application with C. Carinci; register Application electronically	0.80
11/09/2022	KS	Emails with Michael C after registration email from opposing counsel and the court;	0.30
Total Hours			50.10

Our Fee: **28,630.50**

Ontario HST 13% (R119440766)
On Fees **\$3,721.97**

Total Amount Due **\$32,352.47**

E.&O.E.



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MILLERTHOMSON.COM

December 29, 2022

Invoice Number 3827276

Crowe Soberman Inc.
 2 St. Clair Avenue East
 Suite 1100
 Toronto, ON M4T 2T5

Attention: Hans Rizarri

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Triple-I Capital Partners Limited
 Our File No. 0270566.0001**

Date	Initials	Description	Hours
11/16/2022	KS	Email from Avi Freedland	0.10
11/17/2022	KS	Response from Court and email from Freedland	0.10
11/22/2022	KS	Email from court	0.10
11/24/2022	MF	Review draft receiver's report report from Crowe Soberman re: pending motion; correspondence re fee affidavit of miller thomson; Revisions to draft report;	0.90
11/24/2022	KS	Initial draft of email for discharge and fees	0.50
11/25/2022	MF	Initial review of and revisions to Crowe soberman third report;	0.90
11/27/2022	MF	Revisions and review of draft Receiver's report; re-run blackline and further changes based on orders; review receivership order / provision re approval of receiver's fees; further revisions to report;	1.50
11/28/2022	MF	Correspondence with H. Rizarri/D. Posner/K. Sherkin re comments on third report; Review K. Sherkin comments and correspondnce re same; Call with K. Sherkin; Correspondence with Atkinson law re scheduling motion / timetable; Conference call with	1.20

Please return the Account Summary and Remittance Form with your payment.

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Date	Initials	Description	Hours
		debtor's counsel re next issues and hearing before J. Osborne, proposed timetable; correspondence with K. Sherkin; correspondence with debtor's counsel and client re proposed timetable for motion;	
11/28/2022	KS	Review Draft from Monica and make changes and return to her	0.50
11/29/2022	MF	Correspondence with K. Sherkin and M. Martins; correspondence with debtor's counsel; Attend 9:30 appointment before Justice Osborne re scheduling of motion; correspondence with K. Sherkin; correspondence with court re endorsement;	0.80
11/30/2022	MF	Correspondence with counsel to certain shareholders of debtor; correspondence with debtor's counsel; correspondence with K. Sherkin re same and update;	0.60
11/30/2022	KS	Email from Freedland . email from Monica response from me . email to Hans	0.50
12/14/2022	KS	Email From Freedland . Response from Monica dealing with certificate and registration of orders	0.40
12/15/2022	KS	Email from Carli regarding status of registrar removal of Order from title	0.20
12/28/2022	KS	Letter to counsel With update on status	0.20
12/28/2022	KS	Review draft receiver report	0.70
Total Hours			9.20

Our Fee: **5,020.00**

Taxable Disbursements

Teraview Service Fee	11.50
Total Taxable Disbursements	11.50

Non-Taxable Disbursements

Registration Fee	69.00
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Total Non-Taxable Disbursements	69.00	\$69.00
Total Fees and Disbursements		\$5,100.50
Ontario HST 13% (R119440766)		
On Fees		\$652.60
On Disbursements		\$1.50
Total Amount Due		<u>\$5,754.60</u>

E.&O.E.

This is **Exhibit “B”** referred to in the affidavit of Monica Faheim, sworn before me at the City of Toronto, in the Province of Ontario, on January 3, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

Commissioner for Taking Affidavits
(or as may be)

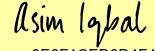
ASIM IQBAL

EXHIBIT "B"**List of Invoices Period Rendered : June 9, 2022 to December 28, 2022****Client: Crowe Soberman Inc. Account Summary**

Invoice Date	Invoice #	Fees	Disbursements	Tax	Total
12-Aug-22	3785301	\$39,796.00	\$93.40	\$5,185.62	\$45,075.02
30-Sep-22	3802794	\$6,862.00	\$77.35	\$893.50	\$7,832.85
14-Nov-22	3814668	\$28,630.50		\$3,721.97	\$32,352.47
29-Dec-22	3827276	\$5,020.00	\$80.50	\$654.10	\$5,754.60
Total Billed		\$80,308.50		\$251.25	\$10,455.19
					\$91,014.94

This is **Exhibit “C”** referred to in the affidavit of Monica Faheim, sworn before me at the City of Toronto, in the Province of Ontario, on January 3, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

digitally signed by:


Asim Iqbal

0E6F1CED6D4F4C4...

Commissioner for Taking Affidavits
(or as may be)

ASIM IQBAL

Exhibit "C"**Crowe Soberman Inc. Re: Triple-I Capital Partners Limited 0270566.0001**

Period: June 9, 2022 - December 28, 2022

<u>Name</u>	<u>Hourly Rate</u>	<u>Yr of Call</u>	<u>Worked Hrs</u>	<u>Worked Amt</u>
Bobby Sachdeva	\$835.00	1993	0.60	\$501.00
Sherkin, Kevin	\$800.00	1986	4.20	\$3,360.00
Sherkin, Kevin	\$815.00	1986	49.10	\$40,016.50
Logan, Juanita	\$245.00	n/a	6.6	\$1,617.00
Faheim, Monica	\$395.00	2021	56.70	\$22,396.50
Craddock, Erin	\$580.00	2012	11.10	\$6,438.00
Craddock, Erin	\$600.00	2012	4.50	\$2,700.00
Chau, Jessie	\$375.00	n/a	0.40	\$150.00
Carli, Michael	\$725.00	1989	4.00	\$2,900.00
Carinci, Cristina	\$395.00	n/a	0.50	\$197.50
Watson, Patti	\$160.00	n/a	0.20	\$32.00
		Total	137.90	\$80,308.50

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

v. 12411300 CANADA INC.
Respondent

Court File No.: CV-22-00684372-00CL

***ONTARIO*
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceeding commenced at Toronto

FEE AFFIDAVIT

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Kevin D. Sherkin LSO#: 27099B
ksherkin@millerthomson.com

Monica Faheim LSO #82213R
mfaheim@millerthomson.com

Counsel to the Receiver,
Crowe Soberman Inc.

TAB 3

Court File No.: CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

THE HONOURABLE)	FRIDAY, THE 27 TH
)	
)	
JUSTICE «LAST NAME»)	DAY OF FEBRUARY 2023
B E T W E E N:		

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER
**(Approval of Certain Receiver's Reports
and Activities, Fees and Disbursements)**

THIS MOTION, made by the Crowe Soberman Inc. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of the Property of 12411300 Canada Inc. (the “**Debtor**”), was heard this day by video conference.

ON READING the notice of motion, the third report of the Receiver dated January 2, 2023 (the “**Third Report**”), the Fee Affidavit of Monica Faheim sworn January 3, 2023 and the fee Affidavit of Hans Rizarri sworn January 3, 2023 (the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver and the other counsel on the Participant Information Form, no one in attendance for any other party although properly served as appears from the affidavit of service, filed,

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

Approval of Receiver's Activities, Fees and Disbursements

2. **THIS COURT ORDERS** that the Third Report of the Receiver and the conduct and activities of the Receiver as described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the Receiver's statement of receipts and disbursements up to December 31, 2022, as appended to the Third Report, be and is hereby approved.
4. **THIS COURT FURTHER ORDERS** that the fees and disbursements of the Receiver and its counsel, Miller Thomson LLP, as set out in the Third Report and the Fee Affidavits be and are hereby approved.
5. **THIS COURT FURTHER ORDERS** that after payment the fees and disbursements herein approved, and upon the Receiver filing a certificate in the form attached as Schedule "A" to this Order, the Receiver shall be discharged as Receiver provided however that notwithstanding its discharge herein, the Receiver shall: (a) remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Crowe Soberman Inc. in its capacity as Receiver.
6. **THIS COURT ORDERS AND DECLARES** that Crowe Soberman Inc. is hereby released and discharged from any and all liability that Crowe Soberman Inc. has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Crowe

Soberman 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, Crowe Soberman 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.

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant and 12411300 CANADA INC.
Respondent

Court File No.: CV-22-00684372-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at TORONTO

**ORDER (DISCHARGE, APPROVAL OF FEES
AND ACTIVITIES)**

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TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant and 12411300 CANADA INC.
Respondent

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MOTION RECORD OF THE RECEIVER
(Returnable February 27, 2023)

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