

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- AND -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**MOTION RECORD
(Unit 801)
returnable August 15, 2025**

August 11, 2025

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Lawyers for the Receiver

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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

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ТАВ 1

Court File No.: CV-24-00715321-00CL

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- AND -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

NOTICE OF MOTION

KSV Restructuring Inc. (“**KSV**”), in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of: (a) certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order, defined below) (the “**Real Property**”); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”), or either of them, including all proceeds thereof, will make a motion to a Judge of the Superior Court of Justice (Commercial List) on **Friday, August 15, 2025 at 10:00 a.m.**, by judicial videoconference via Zoom at Toronto, Ontario. Please advise if you intend to join the motion by emailing Lauren Archibald at lauren.archibald@nortonrosefulbright.com.

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

THE MOTION IS FOR ORDERS, among other things:

- 1 If necessary, abridging and validating the time for service and filing of this notice of motion and motion record;
- 2 Approval of a transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 15, 2025 (as amended, the “**APS**”) among Jean Robitaille and Joanne Aubin, as purchaser (together, the “**Purchaser**”), and the Receiver, as vendor, for the sale of Unit 801 (as defined below), and vesting all of Hazelton’s right, title and interest in and to Unit 801 to the Purchaser;
- 3 Authorizing the Receiver to distribute the net proceeds of the Transaction to Constantine Enterprises Inc. (“**CEI**”), Hazelton’s senior secured creditor, on account of the CEI Priority Debt (as defined below);
- 4 Approving the Sixth Report of the Receiver dated August 8, 2025 (the “**Sixth Report**”) and the activities of the Receiver as set out therein; and
- 5 Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- 6 Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on June 4, 2024 (the “**Receivership Order**”), KSV was appointed as receiver and manager of the Property;

7 At the time of the Receivership Order, Hazelton was the registered owner of the Real Property, which is a nine-storey, 20-unit luxury condominium development project located in Toronto's Yorkville neighbourhood;

8 Pursuant to Orders of the Court dated August 30, 2024 and September 20, 2024, the Court approved transactions for the sale of a ground floor retail unit and units 201, 204 and 403;

9 Hazelton remains the registered owner of four condominium units at the Real Property (units 404, 801, 802 and 901) and the parking spaces and lockers allocated to each unit;

10 Shortly after the commencement of the receivership proceedings, the Receiver engaged Gillam Communities Inc. to complete the construction of units 801, 802, and potentially, 901;

11 The construction of units 801 and 802 has now been completed;

The Sale Process and the APS

12 Unit 801 (along with its associated parking spots and locker, “**Unit 801**”) has been marketed for sale periodically since September 2023 and, most recently, continuously for the last 6 months;

13 The listing agent for Unit 801, Ms. Saghi Elahi, is familiar with Hazelton as she has sold 401, 402 and 601 prior to the receivership and unit 403 during the receivership;

14 On July 17, 2025, the Receiver finalized the APS with the Purchaser for Unit 801, for a purchase price of \$7,500,000 (subject to certain conditions);

15 The APS was further amended on August 8, 2025, and the Purchaser waived remaining conditions (other than approval of the Court);

16 In addition to the purchase price noted above, the APS provides, among other things:

- (a) a deposit of \$500,000, being held by the listing agency;
- (b) the Seller has agreed to hold back \$100,000 subject to certain release conditions to satisfy certain amounts including for special assessments (which are not currently in the condo corporation's budget) for a period of 1 year;
- (c) all material conditions have been cleared, except for Court approval;
- (d) the closing date is no later than August 29, 2025, which may be extended by 30 days if further time is required to seek Court approval; and
- (e) the representations and warranties are standard for a condominium sale transaction, as amended to reflect that Unit 801 is being sold by a Receiver and the Transaction is subject to Court approval;

17 The offer received from the Purchaser was the third written offer received for Unit 801 and is significantly higher than prior offers, including verbal offers;

18 CEI supports the Transaction;

Distributions

19 Hazelton is indebted to CEI, Hazelton's senior secured creditor, pursuant to, among other things, the DUCA Commitment (as defined in the Sixth Report), which is the senior ranking mortgage on the Real Property;

20 The current amount owing to it under the DUCA Commitment is approximately \$10.6 million (the "**CEI Priority Debt**"), including interest, but excluding costs and expenses and applicable interest thereon, in each case, which continue to accrue before and after the date of the Sixth Report;

21 CEI has also advanced funds to the Receiver during the receivership proceedings under the Receiver's Borrowings Charge (as defined in the Receivership Order) – the current balance of the Receiver's borrowings is \$1.43 million, plus interest and costs which continue to accrue;

22 The Receiver's legal counsel, Norton Rose Fulbright Canada LLP, has conducted a review of CEI's security, including the DUCA Commitment, and provided the Receiver with an opinion that the DUCA Commitment (and CEI's other security) is valid and enforceable;

23 After repaying the amounts owing to CEI under the Receiver's Borrowing Charge, the Receiver intends, subject to the Court's approval, to distribute to CEI the net Transaction proceeds as a partial repayment of Hazelton's indebtedness owing to CEI under the DUCA Commitment;

Activities

24 The activities of the Receiver as described in the Sixth Report were necessary and undertaken in good faith pursuant to the Receiver's duties and powers as set out in the Receivership Order;

General

25 Rules 1.04, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*; and

26 Such further and other grounds as counsel may advise and this Honourable Court may deem just.

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

1 The Sixth Report; and

2 Such further and other evidence as counsel may advise and this Court may permit.

August 8, 2025

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Lawyers for the Receiver

CONSTANTINE ENTERPRISES INC. -and-

Applicant

MIZRAHI (128 HAZELTON INC.) AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

Court File No.: CV-24-00715321-00CL

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

Proceeding commenced at Toronto

NOTICE OF MOTION

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ТАВ 2

**Sixth Report to Court of
KSV Restructuring Inc.
as Receiver and Manager of
Mizrahi (128 Hazelton) Inc. and
Mizrahi 128 Hazelton Retail Inc.**

August 11, 2025

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COURT FILE NUMBER: CV-24-00715321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CONSTANTINE ENTERPRISES INC.

APPLICANT

- AND -

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.

RESPONDENTS

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

SIXTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

AUGUST 11, 2025

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (the “**Court**”) issued on June 4, 2024 (the “**Receivership Order**”), KSV Restructuring Inc. (“**KSV**”) was appointed as the receiver and manager (the “**Receiver**”) of (a) certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario and legally described by the PIN numbers listed in **Appendix “A”** (collectively, the “**Real Property**”); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, and together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the **Debtors**, or either of them, including all proceeds thereof (together with the **Real Property**, the “**Property**”). A copy of the **Receivership Order** is provided in **Appendix “B”**.

2. Hazelton was formerly the registered owner of the Real Property, which is a nine-storey, 20-unit luxury condominium development project located in Toronto's Yorkville neighbourhood with approximately 2,000 square feet of ground floor commercial retail space and three levels of underground parking (the “**Project**”).
3. A primary purpose of these receivership proceedings is for the Receiver to realize on the Property. In this regard, shortly after the commencement of the receivership, the Receiver engaged Gillam Communities Inc. (“**Gillam**”) to complete construction of units 801, 802 and, potentially, 901 and to market these and other unsold units for sale. Construction of units 801 and 802 have now been completed.
4. Pursuant to orders dated August 30 and September 20, 2024, the Court approved transactions (the “**Completed Transactions**”) for the sale of a ground floor retail unit and units 201, 204 and 403 (collectively, the “**Sold Units**”).
5. This report (the “**Report**”) is filed by KSV in its capacity as Receiver.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information regarding the receivership proceedings;
 - b) summarize a proposed sale (the “**Transaction**”) by the Receiver of Unit 801, including two parking spots and one locker (collectively, “**Unit 801**”), to Jean Robitaille and Joanne Aubin (collectively, the “**Purchaser**”), pursuant to an agreement of purchase dated July 15, 2025 (as amended, the “**APS**”);
 - c) discuss the marketing process that led to the Transaction;
 - d) recommend that the Court issue the following orders:
 - i) an approval and vesting order (the “**AVO**”):
 - approving the Transaction and the APS; and
 - transferring and vesting all of Hazelton’s right, title and interest in and to Unit 801 to the Purchaser free and clear of all liens, charges, security interests and encumbrances, following the delivery by the Receiver of a certificate substantially in the form attached as Schedule “A” to the proposed AVO confirming closing of the transaction (the “**Receiver’s Certificate**”); and
 - ii) an ancillary order (the “**Ancillary Order**”):
 - authorizing and directing the Receiver to make one or more distributions from the sale proceeds of the Transaction to Constantine Enterprises Inc. (“**CEI**”), Hazelton’s senior secured creditor, on account of the CEI Priority Debt (as defined below); and
 - approving the Receiver’s activities as detailed in this Report and the Report itself.

1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon (i) discussions and information provided by representatives of CEI; (ii) the Debtors' unaudited financial information; (iii) the receivership application materials filed by CEI; and (iv) information provided by Forest Hill (collectively, the "**Information**").
2. The Receiver has not audited or otherwise attempted to verify the accuracy or 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 (other than the Court) wishing to place reliance on the Information should perform its own diligence and the Receiver accepts no responsibility for any reliance placed on the Information in this Report by any party.
3. Additional background information regarding the Debtors and the reasons for the appointment of the Receiver is provided in the affidavits of Robert Hiscox sworn February 23, 2024 and April 16, 2024, as well as in the First Report of the Receiver dated August 20, 2024 (the "**First Report**"). Copies of the Court materials filed in these proceedings are available on the Receiver's case website at: <https://www.ksvadvisory.com/experience/case/128Hazelton>.

1.3 Currency

1. All currency references in this Report are in Canadian dollars.

2.0 Background

1. Hazelton is presently the registered owner of four condominium units (404, 801, 802 and 901) and several parking spaces and lockers allocated to each unit.
2. The shares in the capital of Hazelton are owned 50% by Mizrahi Developments Inc. ("MDI") and 50% by CEI. MDI is controlled by Sam Mizrahi.
3. Hazelton is indebted to CEI under the DUCA Commitment, the 2015 Credit Agreement, the 2020 Grid Note and the 2021 Grid Note (each as defined in Section 3 of the First Report). Prior to these proceedings, CEI took an assignment of the DUCA Commitment. The DUCA Commitment is the senior ranking mortgage on the Real Property. CEI advised the Receiver that the amount owing to it under the DUCA Commitment is approximately \$10.6 million (the "**CEI Priority Debt**"), including interest, but excluding costs and expenses and applicable interest thereon, in each case which continue to accrue before and after the date of this Report.
4. CEI has also advanced funds to the Receiver during the receivership proceedings under the Receiver's Borrowings Charge (as defined in the Receivership Order). As of the date of this Report, CEI was owed \$1.43 million, plus interest and costs which continue to accrue.
5. Additional background regarding Hazelton and a summary of Hazelton's other known creditors was summarized in the First Report and is not repeated herein.

3.0 Sale Process

1. Unit 801 is a 3,250 square foot high-end condominium.
2. CEI initially retained Saghi Elahi of Ferrow Real Estate Inc. (“**Ferrow**”) to list Unit 801 for sale. Subsequently, the listing was moved to Forest Hill when Ms. Elahi moved to that agency from Ferrow. Ms. Elahi has been the listing agent throughout Unit 801’s listing history. The complete listing history for Unit 801 is provided below.

Listing Date	Days on Market	Listing Price (\$)	Listing Agent
September 18, 2023	91	8,325,000	Ferrow Real Estate Inc.
January 9, 2024	91	8,325,000	Ferrow Real Estate Inc.
July 2, 2024	123	8,325,000	Forest Hill
November 6, 2024	62	8,325,000	Forest Hill
January 6, 2025	120	8,325,000	Forest Hill
May 9, 2025	73	8,325,000	Forest Hill

3. Ms. Elahi is familiar with Hazelton. She acted as the listing agent in the sales of the following units: 401, 402 and 601, which sold prior to the receivership, and unit 403 which sold during the receivership.
4. Forest Hill’s report summarizing its marketing efforts for Unit 801 (the “**Marketing Report**”) is provided in **Appendix “C”**.
5. The offer received from the Purchaser was the third written offer received for Unit 801. A summary of the other offers is provided in the Marketing Report. As detailed in the Marketing Report, Ms. Elahi also received verbal offers for the unit.
6. The Purchaser was identified through Forest Hill’s marketing efforts and the offer was negotiated by the Receiver in consultation with CEI. After several sign-backs between the Receiver and the Purchaser, the APS was finalized on July 17, 2025, subject to certain conditions to be cleared by the Purchaser. On August 5 and 8, 2025, the Purchaser and the Receiver agreed to certain amended terms to the original APS and the Purchaser cleared conditions (other than Court approval).
7. A summary of the APS is as follows:
 - a) Purchaser: Jean Robitaille and Joanne Aubin.
 - b) Purchase Price: \$7,500,000 (inclusive of HST payable on the Transaction). \$100,000 is to be held back for one year.
 - c) Deposit: \$500,000 (being held by Forest Hill).
 - d) Conditions: all material conditions have been cleared, except for Court approval.

- e) Closing Date: not later than August 29, 2025, which may be extended by 30 days if further time is required to seek the AVO. As the hearing in respect of the sale of Unit 801 is scheduled to be heard on August 15, 2025, the Receiver does not expect that an extension will be necessary.
- f) Representations and Warranties: standard for a condominium sale transaction, as amended to reflect that Unit 801 is being sold by a Receiver and the Transaction is subject to Court approval.

A copy of the APS (including the amendments) is provided in **Appendix “D”**

3.1 Recommendation

1. The Receiver recommends that the Court issue the AVO for the following reasons:
 - a) Unit 801 has been listed since September 2023;
 - b) the listing agent is knowledgeable about the building - she sold several Hazelton units and has active listings in the building;
 - c) Unit 801 was listed using traditional methods to market a condominium, including on MLS, through social media, open houses and direct solicitation;
 - d) the Purchaser has paid a material non-refundable deposit and the Transaction is only conditional on Court approval;
 - e) the marketing process to sell Unit 801 is substantially similar to the process used to sell unit 403, which was approved by the Court earlier in these proceedings; and
 - f) CEI, Hazelton’s senior secured creditor, supports the Transaction.

4.0 Distributions to CEI

1. Norton Rose Fulbright Canada LLP (“NRF”), the Receiver’s counsel, has conducted a review of CEI’s security, including the DUCA Commitment. NRF has provided the Receiver with an opinion that, subject to standard assumptions and qualifications, the DUCA Commitment (and CEI’s other security) is valid and enforceable.
2. After repaying the amounts owing to CEI under the Receiver’s Borrowing Charge (which has a Court-ordered priority subordinate only to the Receiver’s Charge (as defined in the Receivership Order)), the Receiver intends to, subject to the Court’s authorization and direction, make one or more distributions to CEI of the net Transaction proceeds as a partial repayment of Hazelton’s indebtedness owing to CEI under the DUCA Commitment.

5.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief requested in this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Appendix “A”

Schedule "A"

DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

Appendix “B”



Court File No. CV-24-00715321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 4TH
JUSTICE CAVANAGH) DAY OF JUNE, 2024

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

IN THE MATTER OF AN 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 APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, over (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0011 (LT), 76967-0012 (LT) inclusive, 76967-0018 (LT) to 76967-0020 (LT) inclusive, 76967-0024 (LT) to 76967-0027 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT)

inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT), 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in Schedule "A" hereto (the "**Real Property**"); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the "**Debtors**"), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof (the "**Personal Property**", and together with the Real Property, the "**Property**"), was heard on May 13, 2024 by judicial videoconference at Toronto, Ontario.

ON READING the Affidavits of Robert Hiscox sworn February 22 and April 16, 2024, the Affidavits of Sam Mizrahi affirmed April 5, April 8, April 23, and May 3, 2024, the Affidavit of Jeff Stevenson sworn April 5, 2024, and in each case the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel to the Debtors and such other parties listed on the Counsel Slip, no one appearing although duly served as appears from the Affidavits of Service of Stephanie Fernandes sworn February 23, February 26 and February 27, 2024 and on reading the consent of KSV to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of 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, including without limitation the Debtors' bank accounts related to the Property wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or either of them, 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 or disclaim any contracts of the Debtors, or either of them, in respect of the Property;
- (d) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or either of them with respect to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or either of them with respect to the Property and to exercise all remedies of the Debtors, or either of them, in collecting such monies, including, without limitation, to enforce any security held by the Debtors, or either of them;
- (g) to take steps to commence a process to confirm the deposit amounts, if any, being held by the Debtors, or either of them, pursuant to agreements of purchase and sale between the Debtors, or either of them, and a purchaser for the sale and purchase of a residential condominium unit planned to be situated at the development located on the Real Property;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors, or either of them, with respect to the Property;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or either of them, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, or either of them, 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;

- (k) 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;
- (l) 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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.
- (m) 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;
- (n) 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;

- (o) to consult with the Applicant on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or either of them;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or either of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors, or either of them;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors, or either of them may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and equity investors including without limitation investors and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, or either of them, 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 all Persons, including without limitation, Sam Mizrahi, 1000041090 Ontario Inc., Mizrahi Developments Inc. and Mizrahi Inc. (collectively, the "**Mizrahi Group**"), and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or either of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Mizrahi Group, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements, permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators or providers in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days' written notice to the Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Receiver in obtaining any further permits and licenses that may be required in the Receiver's discretion, acting reasonably, in consultation with the Applicant.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, or either of them, the Receiver, or affecting the Property, including without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors, or either of them, to carry on any business which the Debtors, or either of them, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors, or either of them, 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. Notwithstanding paragraph 9 and paragraph 10 of this Order, Toronto Standard Condominium Corporation No. 2967 (“**TSCC 2967**”) is authorized to return to this Court on five days’ notice to seek leave to commence enforcement proceedings in respect of a lien registered by TSCC 2967, pursuant to section 85 of the *Condominium Act, 1998*, against any portion of the Real Property.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

EMPLOYEES

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

PIPEDA

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

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 their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may

arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

25. **THIS COURT ORDERS** that the Applicant shall for the duration of the receivership provide sufficient funds to the Receiver to pay in the ordinary course the monthly common expense fees owing to TSCC 2967 by Mizrahi (128 Hazelton) Inc., including relating to the Real Property.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/sci/practice/regional-practice-directions/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 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL <https://www.ksvadvisory.com/experience/case/128Hazelton>.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors', or either of their creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or either of them, 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

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtors, or either of them.

30. **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.

31. **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.

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

33. **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.

34. **THIS COURT ORDERS** that this Order is effective from today's date and it is not required to be entered.

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

Mr. Justice
Cavanagh

Schedule "A"

DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

SCHEDEULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ●

AMOUNT \$ ●

1. **THIS IS TO CERTIFY** that KSV Restructuring Inc., the receiver and manager (the “**Receiver**”) without security, of (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0011 (LT), 76967-0012 (LT) inclusive, 76967-0018 (LT) to 76967-0020 (LT) inclusive, 76967-0024 (LT) to 76967-0027 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT), 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT) (the “**Real Property**”); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the **Debtors**, or either of them, including all proceeds thereof (the “**Personal Property**”), and together with the **Real Property**, the “**Property**” appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ___ day of _____, 2024 (the “**Order**”) made in an application having Court file number CV-24-24-00715321-00CL has received as such **Receiver** from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____ which the **Receiver** is authorized to borrow under and pursuant to the **Order**.

2. The principal sum evidenced by this certificate is payable on demand by the **Lender** with interest thereon calculated and compounded [daily][monthly not in advance on the ___ day of each

month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the ___, day of _____, 2024.

-7-

KSV Restructuring Inc., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per:

Name: Bobby Kofman
Title: Managing Director

CONSTANTINE ENTERPRISES INC.
Applicant

- and -
MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.
Respondents

Court File No. CV-24-00715321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO # 85819M

Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant

Appendix “C”



Suite 801 - 128 Hazelton Avenue

The following is a summary of the marketing process for unit 801, including the offers received for the unit.

1. Listing History

- The property was listed six times since September 2023.
- Listing platforms included MLS, internal brokerage communications, and targeted marketing campaigns.
- The property remained actively marketed throughout both pre-construction and post-completion phases.

2. Distribution & Exposure

- Property details were communicated to over 250 agents and potential buyers via brokerage email blasts, private broker networks, and one-on-one outreach.
- Listing and flyers were circulated among agents active in the Yorkville area and within Toronto.
- Cold calling was conducted to agents active in the area or with buyer needs for similar product.

3. Social Media Marketing

- Social media advertising and organic posting were used to promote:
- Pre-construction renderings
- Listing launch and updates
- Open houses
- Progress during construction
- Platforms included Instagram, YouTube, and broker-focused groups.

4. Showings & Open Houses

- The property was shown to over 70 potential agents/buyers, both on and off-market and from other listings in the building
- 30+ agent/buyer visits are documented from July 2024 onward (earlier records are not retrievable)

5. Pre-Construction Marketing

- Marketing began prior to construction completion using professional renderings, floorplans, creative videos and a custom-designed brochure to help prospective buyers visualize the final product.

6. Offers & Negotiations

- A number of verbal offers were received. Two formal written offers were received in May 2025. Both written offers were substantially less than the offer that was accepted.
- Both offers were not signed back as they did not reflect the full market value of the property based on the current transactions and comparable data.

DocuSigned by:

Saghi Elahi

AB1149B31B6D4EC...

Saghi Elahi

Broker, Forest Hill Real Estate

Appendix “D”

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address:
saghielahi@foresthillyorkville.com matthew@royallepage.ca
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
- All appliances (Stove, dishwasher, Fridge, Washer and dryer. All light fixtures are included.

DS DS
JL JL
Initial BKL

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

FIXTURES EXCLUDED:
~~All light fixtures~~
Initial BKL DS DS JL

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
none.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. COMMON EXPENSES: Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ per month, which amount includes the following: **Maintenance fees TBD. they include:**

8. PARKING AND LOCKERS: Parking and Lockers are as described above or assigned as follows: **2 underground parking spaces**

1 locker room included. at an additional cost of: \$0.00

INITIALS OF BUYER(S): JL JL

INITIALS OF SELLER(S): BKL

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9. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

10. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of , 20....., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (.....) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, nonregisterable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. MEETINGS: Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction. Seller has or will within 2 days of acceptance of this Offer provide Buyer with the 2024 financial statements of the Condo Corporation.

INITIALS OF BUYER(S):  

INITIALS OF SELLER(S):  

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16. INSPECTION: Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

17. APPROVAL OF THE AGREEMENT: In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. INSURANCE: The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. ADJUSTMENTS: Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21), as amended from time to time.

25. FAMILY LAW ACT: Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided. Initial DS DS DS
Bk Jk Jl

26. UFFI: Seller represents and warrants to Buyer that during the time Seller ~~has owned the Property~~, Seller has not caused any building on the Property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

28. CONSUMER REPORTS: **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. ELECTRONIC SIGNATURES: The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

31. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(S):

DS
JK
DS
JL

INITIALS OF SELLER(S):

Initial
Bk
Initial
JL


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

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

DocuSigned by:

Jean Robitaille
(Buyer) *Jean Robitaille*
DocuSigned by: 14DS...

15-Jul-2025

(Seal)

(Date)

15-Jul-2025

(Seal)

(Date)

Matthew Hildebrand

113913BCA86F4A1...

Signed by:

Bobby kofman

(Seller) *ESAV7C1CCA4F9445*
KSV Restructuring Inc. as Receiver and Manager of Miz

17-Jul-25 | 2:59:49 PM EDT

(Seal)

(Date)

(Seller)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

7pm

this 18-Jul-2025

and written was finally accepted by all parties at day of 20.....

(a.m./p.m.)

DocuSigned by: DocuSigned by:

Jean Robitaille, Jeanne Aubin

(Signature of Seller or Buyer)

E9E827D6D421D5 113913BCA86F4A1...

INFORMATION ON BROKERAGE(S)

Listing Brokerage	FOREST HILL REAL ESTATE INC., BROKERAGE	416-975-5588
		(Tel. No.)
SAGHI ELAHI		
(Salesperson/Broker/Broker of Record Name)		
Co-op/Buyer Brokerage	ROYAL LEPAGE SIGNATURE REALTY, BROKERAGE	416.205-0355
		(Tel. No.)
MATHEW HILDEBRAND		
(Salesperson/Broker/Broker of Record Name)		

Property Manager: Icc Property Management	(Name)	(Address)	(Tel. No., Fax. No.)
--	--------	-----------	----------------------

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Bobby kofman

(Seller) *ESAV7C1CCA4F9445*
KSV Restructuring Inc. as Receiver and Manager of Miz

(Date)

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer

(Tel. No.)

Address

Buyer's Lawyer

Email

Address

(Tel. No.)

(Fax. No.)

Email

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Saghi Elahi

DocuSigned by:

Matthew Hildebrand

(Authorized to bind the Listing Brokerage) 113913BCA86D4EC...

(Authorized to bind the Co-operating Brokerage) 113913BCA86D4EC...



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**Form 101**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale -
Condominium Resale**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Jean Robitaille **Joanne Aubin**, and

SELLER: KSV Restructuring Inc. as Receiver and Manager of Mizrahi (128 Hazelton) Inc.

for the purchase and sale of 128 Hazelton Ave 801

Toronto ON M5R 2E5 dated the 15 day of July 20 25

Buyer agrees to pay the balance as follows:

The Buyer(s) agrees to pay the balance of the purchase price, subject to adjustments, by certified cheque or bank draft, or wire transfer using the large value transfer system, to the Seller(s) on completion of this transaction.

This Offer is conditional upon the inspection of the subject property by a qualified home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller within ten (10) business days of acceptance of this Offer (excluding Saturday, Sunday and Statutory Holidays), that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction or interest. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller warrants as follows:

a) that the Act, declaration, by-laws and rules of the Condominium Corporation have been complied with, with respect to this unit;

b) that no improvements, additions or repairs which require the consent of the Condominium Corporation have been carried out in the said unit, upon its exclusive use areas or the common elements, without the consent of the Condominium Corporation.

THIS OFFER IS CONDITIONAL upon the Seller providing the Buyer with a current Status Certificate and most current financial Statements for the above unit at the Seller's expense, within ten (10) business days from acceptance of this Offer. The Buyer and their solicitor shall have three (3) business days from receipt to review and to be satisfied regarding contents of such documentation; failing which this Offer shall become null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived at their option by notice in writing to the Seller or the Seller's agent within the time period stated herein.

The Seller warrants that they have filed the necessary Declaration with the City of Toronto regarding the Vacancy Tax and further warrants that no Vacancy Tax was payable for the current declaration year. The Seller agrees to provide proof on or before the closing date that either no Vacancy Tax was payable or the Seller paid the total amount owing.

or will prior to closing

Initial

Bk

JL

DS

JR

JL

Initial

Bk

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**Form 101**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale -
Condominium Resale**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: **Jean Robitaille** **Joanne Aubin**, and

SELLER: **KSV Restructuring Inc. as Receiver and Manager of Mizrahi (128 Hazelton) Inc.**

for the purchase and sale of **128 Hazelton Ave** **801**

Toronto ON M5R 2E5 dated the 15 day of July 20 25 DS

Buyer agrees to pay the balance as follows:

~~The Seller hereby warrants and represents to the best of their belief, there are no special assessments required for the subject property. The Seller further warrants that should any special assessment be levied prior to closing, the Seller will be responsible for all costs associated with said assessment.~~

Initials: **Bk** **JL** **JR** **DS** **DS** **DS**

The Seller warrants and represents that the heating and air conditioning systems are free and clear of all liens, rental fees and encumbrances. If a rental fee, lien, or any encumbrance is outstanding on the heating and air conditioning systems, the Seller agrees to pay the cost of the contract in full before closing, at the Seller's own expense. Further, the Seller shall provide all documentation to the Buyer on closing.

Initials: **Bk** **JL** **JR** **DS** **DS** **DS**

The Seller warrants and represents that all electrical, plumbing, appliances, mechanical components and chattels included in the Purchase Price shall be in proper working order on closing, and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall be in effect until 11:59pm on the day of closing. Further, all permanent fixtures shall remain on the premises and shall be included in the Purchase Price.

The Buyer shall be allowed to visit the subject property THREE (3) times prior to closing at reasonable times and with 24 hours' notice to the Seller. The Seller agrees to provide access to the property for the purpose of these visits.

The Seller agrees to provide the Buyer with all keys/fobs and/or access cards or remote controls to the building, suite, mailbox and underground garage, at their own expense, on closing.

The Seller agrees to leave the premises in a clean broom swept condition on closing, free from all debris.

The Buyer and Seller further agree that Rider A attached hereto shall form part of this Agreement of Purchase and Sale

Initials: **Bk** **JL** **JR** **DS** **DS** **DS**

This Agreement of Purchase and Sale is conditional upon the Buyer's lawyer reviewing this Agreement of Purchase and Sale and attached Schedules (A, B, C) and finding them satisfactory in their sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller or the Seller's representative, delivered not later than 5:00 p.m. on the tenth (10th) business day following the date of acceptance of this Agreement, that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by written notice to the Seller within the time period stated herein

Initials: **JL** **JR** **Initials:** **Bk** **JL**

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): **JR** **JL**

INITIALS OF SELLER(S): **Bk**

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RIDER A to Agreement of Purchase and Sale

Notwithstanding any other provision of the Agreement of Purchase and Sale including Schedule "A" thereto, the Buyer and Seller agree as follows:

1. The Seller's obligation to complete the sale of the Property shall be subject to the granting of an Order (the "Approval Order") by the Ontario Superior Court of Justice (Commercial List) within the receivership proceedings of the Mizrahi (128 Hazelton) Inc. (Court File No. CV-24-00815321-OOCL).
2. The Seller covenants and agrees that within 2 business days of acceptance of the Offer by the parties, it shall seek to schedule the motion for the Approval Order and shall use its commercially reasonable efforts to seek the Approval Order on or before August 20, 2025, subject to court availability.
3. The Buyer covenants and agrees that the Completion Date provided for in Paragraph 2 of the Agreement of Purchase and Sale shall be extended by 30 days in the event that the further time is required to seek the Approval Order.
4. Notwithstanding any provision of the Agreement of Purchase and Sale, the Units and the Property are being purchased only to the state of the finishes existing as of the date of this Agreement and no additional work will be required to be performed by the Seller in respect of the Units or the Property.
5. Other than as specifically provided for in the Agreement of Purchase and Sale, (i) the Unit and Property are being purchased on an "as is, where is" basis; and (ii) no representation or warranty, either express or implied, has been or will be given by the Seller as to the title, condition or any other matter relating to the Property; and (iii) the Purchaser has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Seller or the Seller's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Seller.
6. The Seller is entering into this Agreement of Purchase and Sale solely in its capacity as receiver of the property, assets and undertakings of Mizrahi (128 Hazelton) Inc. and not in its personal capacity and shall in no circumstances have any personal liability hereunder.

Initial
Bk
DS JK DS JL

**Form 120**

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale**BETWEEN:****BUYER:** Jean Robitaille & Joanne Aubin**AND****SELLER:** KSV Restructuring Inc. as Receiver and Manager of

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the day of 15th of July 2025 , 20.....,

concerning the property known as 128 Hazelton Ave 801

Toronto ON M5R 2E5 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:**Delete:**

THIS OFFER IS CONDITIONAL upon the Seller providing the Buyer with a current Status Certificate and most current financial Statement s for the Condo Corporation above unit at the Seller's e xpense, within TEN (10) business d ays from acceptance of this Offer. The Buyer and their solicitor shall have THREE (3) business days from receipt to review and to be satisfied regarding contents of suc h documentation; failing which this Offer shall become null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived at their option by notice in writing to the Seller or the Sell er's agent within the time

This Offer is conditional upon the inspection of the subj ect property by a qualifi ed home inspector at the Buyer's own e xpense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absol ute discretion. Unless the Buyer gives notice in writing del ivered to the Seller within ten (10) business days of acceptance of this Offer (excludi ng Saturday, Sunday and Statutory Holidays), that this condit ion is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full withou t deduction or interest . The Seller agrees to co- operate in providing access to the property for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

Insert:**Plumbing**

Secure and repair the loose wall-mounted toilet. A possible leak was observed—please have a licensed plumber assess and correct as needed, including proper finishing of the installation.

Windows and Doors

Repair or replace the main living room window to ensure it closes properly.

Adjust interior doors that stick, rub, or fail to lock due to misalignment.

Repair terrace doors that are difficult to operate and lock.

Adjust the self-closing mechanism on the front door to ensure full closure.

Provide access to the locked utility closet near the front door (please share the key).

Safety

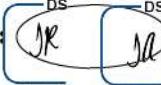
~~Modify the stair handrail to eliminate the trip hazard caused by its current termination.~~

Ensure handrail is securely attached to the wall



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INITIALS OF BUYER(S):  

INITIALS OF SELLER(S): 

**Form 120**

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale**BETWEEN:****BUYER:** Jean Robitaille & Joanne Aubin**AND****SELLER:** KSV Restructuring Inc. as Receiver and Manager of

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the day of 15th day of July 2025, 20.....,

concerning the property known as 128 Hazelton Ave 801

Toronto ON M5R 2E5 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:**Fire Safety**

Confirm that smoke/CO alarms and the sprinkler system have been tested and are compliant with fire safety regulations.

HVAC

Confirm full functionality of the thermostats and HVAC system during the final walkthrough.

Special Assessment Contingency – Trust Reserve Provision - Holdback

The Purchaser and Vendor agree to the following provision, which shall be incorporated into the Agreement of Purchase and Sale:

~~Establishment of Trust Reserve~~~~The sum of CAD \$500,000.00 shall be held in trust by the Purchaser's solicitor for a period of thirty-six (36) months from the closing date in an interest bearing account. All interest shall accrue to the Seller.~~~~Purpose of Funds~~~~The trust reserve shall serve as a contingency fund to cover any special assessments levied by the condominium corporation for any reason~~~~Conditions for Disbursement~~~~Funds may be released to the Purchaser upon written notice from the condominium board or a qualified professional (e.g., property manager, auditor, or legal counsel) confirming that a special assessment has been imposed.~~~~Any portion of the trust reserve not claimed within the 36-month period shall be returned to the Vendor with interest, subject to confirmation that no such special assessments have been issued.~~~~Dispute Resolution~~~~Any dispute regarding the use or release of the trust funds shall be resolved by arbitration in accordance with the Arbitration Act, 1991 (Ontario).~~**INITIALS OF BUYER(S):**
INITIALS OF SELLER(S):

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Form 120

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale

BETWEEN:**BUYER:** Jean Robitaille & Joanne Aubin**AND****SELLER:** KSV Restructuring Inc. as Receiver and Manager of

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the day of 15th day of July 2025, 20.....,

concerning the property known as 128 Hazelton Ave 801

Toronto ON M5R 2E5 as more particularly described in the aforementioned Agreement.

DS

JR

DS

JR

Initial

THIS OFFER IS CONDITIONAL upon the Seller providing the Buyer with a current Status Certificate and most current financial Statement s for the Condo Corporation above unit at the Seller's expense, within TEN (10) business days from acceptance of this Offer. The Buyer and their solicitor shall have a deadline of ~~Wednesday August 6th~~ ~~Tuesday the 8th~~ from receipt to review and to be satisfied regarding contents of such documentation; failing which this Offer shall become null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived at their option by notice in writing to the Seller or the Seller's agent within the time

The Establishment of a Trust Reserve.

The sum of \$100,000.00 shall be held in trust by a Law Firm appointed by the Seller for the period of 12 months from the closing date of this APS. Any and all interest accrued on this Trust account shall be to the sole benefit of the Seller.

Initial

BL

The Trust Reserve shall serve as a contingency fund to cover any undisclosed special assessments levied by the condominium corporation for the fiscal year 2025 that are not in the 2025 Budget for the condominium corporation. A copy of the 2025 condominium corporation budget has been provided to the Seller.

DS

JR

Conditions of Disbursement of the Trust Reserve:

Once the condominium corporation's 2025 Accounts are finalized and approved by the condominium corporation as completed and closed, if there is any special assessment that occurs in fiscal 2025 that was not disclosed in the 2025 Budget for the condominium corporation, then the Buyer can request to draw on the Trust Reserve in the amount equal to the undisclosed special assessment for unit 801 not in the 2025 Budget up to \$100,000.00.

At the end of the 12-month period any funds remaining in the Trust Reserve will be released to the Seller.

Dispute Resolution

Any dispute regarding the use or release of the trust funds shall be resolved by arbitration in accordance with the Arbitration Act, 1991 (Ontario).

INITIALS OF BUYER(S):
INITIALS OF SELLER(S):


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Initial
*BKL*Seller
~~Buyer~~DS
*JR*DS
*JL*Initial
BKL
61
6pm. on the 5th
day of August
2025Initial
JR
Initial
*JL***IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by until 6pm. on the 5th day of August 2025 (Seller/Buyer)

on the day of 20....., after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

IN WITNESS WHEREOF I have hereunto set my hand and seal:

Jean Robitaille(Buyer/Seller)
DocuSigned by:
113913BCA86F4A1...

01-Aug-2025

(Seal) (Date)

(Witness)

Joanne Rubin(Buyer/Seller)
113913BCA86F4A1...

01-Aug-2025

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

IN WITNESS WHEREOF I have hereunto set my hand and seal:

Bobby Kofman, ASO

(Buyer/Seller) AEF28E915F9D44F...

8/5/2025

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typedand written was finally accepted by all parties at this day of 08-Aug-2025, 20....., 20.....
3pm (a.m./p.m.) DocuSigned by:*Jean Robitaille*

(Signature of Seller or Buyer)

DocuSigned by:

Joanne Rubin

113913BCA86F4A1...

ACKNOWLEDGEMENTI acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I ~~authorize~~ the Brokerage to forward a copy to my lawyer.*Bobby Kofman, ASO* 8/5/2025
(Seller) KSV Restructuring Inc. Broker and Manager of Miz (Date)(Seller) (Date)
Address for Service(Tel. No.)
Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I ~~authorize~~ the Brokerage to forward a copy to my lawyer.*Jean Robitaille* 01-Aug-2025
(Buyer) Jean Robitaille (Date)*Joanne Rubin* 01-Aug-2025
(Buyer) Joanne Rubin (Date)
Address for Service(Tel. No.)
Buyer's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

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**Form 120**

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale**BETWEEN:****BUYER:** Jean Robitaille & Joanne Aubin**AND****SELLER:** KSV Restructuring Inc. as Receiver and Manager of

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 15 day of July, 2025,

concerning the property known as 128 Hazelton Avenue 802

Toronto ON M5R 2E5 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Insert

Special Assessment Payment

The Seller acknowledges receipt of the letter from the Condominium Corporation confirming that the total remaining balance of the special assessment is \$108,000.00, with the Seller's unit share being \$7,813.99. The parties agree that the sum of \$7,813.99 shall be paid from the Seller's proceeds on closing in full satisfaction of the Seller's portion of the special assessment. The Seller further covenants and undertakes to pay any additional special assessments levied by the Condominium Corporation for the fiscal year 2025 using funds from the holdback of \$100,000 already agreed upon by the Buyer and Seller.

INITIALS OF BUYER(S):  

INITIALS OF SELLER(S):  

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **Seller** until 63
(Seller/Buyer) (a.m./p.m.)

on the 8 day of August 20.25., after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Buyer/Seller)

Bobby Kofman, A.S.O.

.....
(Seal)

8/8/2025

.....
(Witness)

.....
(Buyer/Seller)

.....
(Seal)

.....
(Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Buyer/Seller)

Jean Robitaille

.....
(Seal)

08-Aug-2025

.....
(Witness)

.....
(Buyer/Seller)

Joanne Aubin

.....
(Seal)

08-Aug-2025

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

.....
(Witness)

.....
(Spouse)

.....
(Seal)

.....
(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at 3pm this day of 08-Aug-2025 , 20.....
(a.m./p.m.)

DocuSigned by:

Jean Robitaille

(Signature of Seller or Buyer)

DocuSigned by:

Joanne Aubin

113913BCA86F4A1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to
Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Bobby Kofman, A.S.O. 8/8/2025
(Seller) KDV Restructuring - AEF20E946FD44F..... (Date)

Jean Robitaille 08-Aug-2025
(Buyer/Seller)

Joanne Aubin 08-Aug-2025
(Buyer/Seller)

Address for Service
.....
(Tel. No.)

Seller's Lawyer
.....
(Tel. No.)

Address
.....

Email
.....
(Tel. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to
Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Jean Robitaille 08-Aug-2025
(Buyer/Seller)

Joanne Aubin 08-Aug-2025
(Buyer/Seller)

Address for Service
.....
(Tel. No.)

Buyer's Lawyer
.....
(Tel. No.)

Address
.....

Email
.....
(Fax. No.)

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TAB 3

Court File No.: CV-24-00715321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 15th
JUSTICE CAVANAGH)
) DAY OF AUGUST, 2025

CONSTANTINE ENTERPRISES INC.

Applicant

- AND -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

ORDER (Ancillary Matters)

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of (a) a certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof, for an Order:

(a) authorizing the Receiver to distribute the net proceeds from the sale of the assets (the “**Transaction**”) contemplated by the 801 APS (as defined in the sixth report of the Receiver dated August 11, 2025, the “**Sixth Report**”) to Constantine

Enterprises Inc. (the “**CEI**”) on account of the CEI Priority Debt (as defined in the Sixth Report); and

(b) approving the Sixth Report and the activities of the Receiver as set out therein.

was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Sixth Report, and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by Affidavit of Service of Lauren Archibald sworn August [●], 2025, filed;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Sixth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Sixth Report.

DISTRIBUTION

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to distribute the net proceeds of sale from the Transaction to CEI on account of the CEI Priority Debt (the “**Distribution**”).
4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to take all reasonably necessary steps and actions to effect the Distribution in accordance with the provisions of this Order and shall not incur any liability as a result of making the Distribution.

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

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), S.C. 1985 c. B-3, as amended (the “**BIA**”) or other applicable legislation in respect of the Debtors and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) any provisions of any federal or provincial legislation,

any Distribution made pursuant to this Order shall be final and irreversible and made free and clear of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act or any other personal property registry system or real property registry system (including the Receiver’s Charge and the Receiver’s Borrowing Charge, as both terms are defined in the Receivership Order) and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Debtors and shall not be void or voidable nor shall it constitute nor be deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

APPROVAL OF RECEIVER'S ACTIVITIES

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

GENERAL

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

CONSTANTINE ENTERPRISES INC. -and-
Applicant

MIZRAHI (128 HAZELTON INC.) AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

Court File No.: CV-24-00715321-00CL

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

Proceeding commenced at Toronto

**ORDER
(Ancillary Matters)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam, LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Lauren Archibald LSO#: 87151U
Tel: 416.278.3787
lauren.archibald@nortonrosefulbright.com

Lawyers for the Receiver

ТАВ 4

Court File No.: CV-24-00715321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 15th
JUSTICE CAVANAGH)
) DAY OF AUGUST, 2025

CONSTANTINE ENTERPRISES INC.

Applicant
- AND -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**APPROVAL AND VESTING ORDER
(Unit 801)**

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of (a) a certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof, for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated as of July 15, 2025 (the “**801 APS**”) between the Receiver and Jean Robitaille and Joanne Aubin (the “**Purchasers**”) and vesting all of Hazelton’s right, title, and interest in and to the assets described in the 801 APS and further described on Schedule “B” hereto (the “**Purchased Assets**”) in and to the Purchasers, was heard this day by Zoom videoconference.

ON READING the Sixth Report of the Receiver dated August 11, 2025 and on hearing the submissions of counsel for the Receiver and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Lauren Archibald sworn August [●], 2025.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the 801 APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchasers.
3. **THIS COURT ORDERS** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of Hazelton's right, title, and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. **THIS COURT ORDERS** that upon the registration in the Land Titles Division for the Land Registry Office of Toronto (No. 80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed

to enter the Purchaser as the owner of the subject real property identified in Schedule "B" hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

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

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

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

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

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

8. **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.

Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-24-00715321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant
- AND -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated June 4, 2024, KSV Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of (a) a certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc.

B. Pursuant to an Order of the Court dated [DATE], the Court approved the sale transaction (the “**Transaction**”) contemplated by the 801 APS, as defined and appended to the Sixth Report of the Receiver dated August 11, 2025 (the “**Sixth Report**”), and provided for the vesting in Jean Robitaille and Joanne Aubin (the “**Purchaser**”) all of Hazelton’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the

Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing contemplated by the 801 APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sixth Report or the 801 APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for Unit 801 payable on the Closing Date pursuant to the 801 APS;
2. The conditions of closing set out in the 801 APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**KSV Restructuring Inc., in its capacity as
Receiver of the assets, undertakings and
properties of Mizrahi (128 Hazelton) Inc. and
Mizrahi 128 Hazelton Retail Inc., and not in
its personal capacity**

Per:

Name:

Title:

Schedule “B” – Purchased Assets**PIN 76967 - 0018LT**

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTEnant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS ASSET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

Schedule “C” – Claims to be Deleted and Expunged from Title to Real Property

Instrument Number	Date	Instrument Type	Parties From	Parties To

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)**

CONSTANTINE ENTERPRISES INC. -and-

Applicant

MIZRAHI (128 HAZELTON INC.) AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

Court File No.: CV-24-00715321-00CL

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

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(Unit 801)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam, LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Lauren Archibald LSO#: 87151U
Tel: 416.278.3787
lauren.archibald@nortonrosefulbright.com

Lawyers for the Receiver

TAB 5

1 | Court File No. CV-24-00715321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

3-6 | THE HONOURABLE) WEEKDAYFRIDAY, THE #15th
2-10 | JUSTICE CAVANAGH)
|) DAY OF MONTHAUGUST, 20YR2025

11-0 | CONSTANTINE ENTERPRISES INC.
12 |
13 |
14-0 | BETWEEN: Applicant

15-0 | PLAINTIFF
16-0 | Plaintiff

17 | - AND -
18 |
19 | MIZRAHI (128 HAZELTON) INC. AND
20-0 | MIZRAHI 128 HAZELTON RETAIL INC.
21 |
22-0 |
23 |
24-0 | Respondents
DEFENDANT
Defendant

25 | IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
26 | BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
27-0 | SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

28 | APPROVAL AND VESTING ORDER
29 | (Unit 801)

30 | THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court appointed
| receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")
| for an order approving the sale transaction (the "Transaction") contemplated by an agreement of
| purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER]
| (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the
| "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets

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

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "Receiver") of (a) a certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. ("Hazelton") and Mizrahi 128 Hazelton Retail Inc. ("Retail", together with Hazelton, the "Debtors"), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof, for an order approving the sale transaction (the "Transaction") contemplated by an *agreement of purchase and sale* dated as of July 15, 2025 (the "801 APS") between the Receiver and Jean Robitaille and Joanne Aubin (the "Purchasers") and vesting all of Hazelton's right, title, and interest in and to the assets described in the 801 APS and further described on Schedule "B" hereto (the "Purchased Assets") in and to the Purchasers, was heard this day by Zoom videoconference.

ON READING the Sixth Report of the Receiver dated August 11, 2025 and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING] and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the aAffidavit of [NAME] sworn [DATE] filed¹:Service of Lauren Archibald sworn August [●], 2025.

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

2. **1.** **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement801 APS by the Receiver³ is hereby authorized and

¹This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

²In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor

61 approved, with such minor amendments as the Receiver may deem necessary. The Receiver is
62 hereby authorized and directed to take such additional steps and execute such ~~additional~~
63 documents as may be necessary or desirable for the completion of the Transaction and for the
64 conveyance of the Purchased Assets to the Purchasers.65

99-65 3. ~~2-THIS COURT ORDERS AND DECLARES~~ that upon the delivery of a Receiver's
66-67 certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the
68-74 "~~Receiver's Certificate~~"), all of ~~the Debtor's~~Hazelton's right, title, and interest in and to the
75-76 Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall vest
79-85 absolutely in the Purchaser, free and clear of and from any and all security interests (whether
86-90 contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether
91-92 contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or
93-96 monetary claims, whether or not they have attached or been perfected, registered or filed and
97-98 whether secured, unsecured or otherwise (collectively, the "~~Claims~~"⁵) including, without
limiting the generality of the foregoing: (i) any encumbrances or charges created by the
Receivership Order of the Honourable Justice ~~[NAME]~~Cavanagh dated ~~[DATE]~~June 4, 2024;
(ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal
Property Security Act* (Ontario) or any other personal property registry system; and (iii) those
Claims listed on Schedule "C" hereto (all of which are collectively referred to as the
"~~Encumbrances~~"⁶, which term shall not include the permitted encumbrances, easements and
restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all
of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and
discharged as against the Purchased Assets.

60 Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor
and the Receiver to execute and deliver documents, and take other steps.

77 ⁴To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement),
78 it may be preferable that the Purchased Assets be specifically described in a Schedule.

83 ⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the
dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against
the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested
out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the
Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore
84 undesirable.

112-101 | 4. **3. THIS COURT ORDERS** that upon the registration in the Land Titles Division for the
 102 | Land Registry Office ~~for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in~~
 | ~~the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ Land
 103 | ~~Titles Division of {LOCATION}, of Toronto (No. 80)~~ of an Application for Vesting Order in the
 104-105 | form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*¹⁶, the Land
 Registrar is hereby directed to enter the Purchaser as the owner of the subject real property
 108-109 | identified in Schedule **B** hereto (the "Real Property") in fee simple, and is hereby directed to
 110-111 | delete and expunge from title to the Real Property all of the Claims listed in Schedule **C**
 hereto.

114 | 5. **4. THIS COURT ORDERS** that for the purposes of determining the nature and priority of
 | Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and
 | stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate
 | all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased
 | Assets with the same priority as they had with respect to the Purchased Assets immediately
 | prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession
 | or control of the person having that possession or control immediately prior to the sale.

117 | 6. **5. THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of
 | the Receiver's Certificate, forthwith after delivery thereof.

106-107 | ⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

115 | ⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale
 116 | proceeds, to arrive at "net proceeds".

118 | ⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the
 119 | insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect
 | proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this
 | crystallization concept.

124-125 | ~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

0 |

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

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

129 | the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on
130 | any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void
131-132 | or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent
preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable
transaction under the *Bankruptcy and Insolvency Act (Canada)*BIA or any other applicable
federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct
pursuant to any applicable federal or provincial legislation.

133-134 | ~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act (Ontario)*.~~

0 |

8. 9. **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.

Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-24-00715321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CONSTANTINE ENTERPRISES INC.

~~PLAINTIFF~~
Applicant
~~Plaintiff~~

- AND -

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

Defendant

~~RECEIVER'S CERTIFICATE~~

RECITALS

A. Pursuant to an Order of the Honourable NAME OF JUDGE Justice Cavanagh of the Ontario Superior Court of Justice (the "Court") dated DATE OF ORDER, NAME OF RECEIVER June 4, 2024, KSV Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of DEBTOR (the "Debtor"). Receiver) of (a) a certain condominium units located at 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario (as legally described in the Receivership Order of the Honourable Justice Cavanagh dated June 4, 2024); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. ("Hazelton") and Mizrahi 128 Hazelton Retail Inc.

168 B. Pursuant to an Order of the Court dated [DATE], the Court approved the *agreement of*
169 *purchase and sale made as of [DATE OF AGREEMENT]* (the "Sale Agreement") ~~between the~~
170 ~~Receiver [Debtor] and [NAME OF PURCHASER]~~ (the "Purchaser") ~~sale transaction~~ (the
171 ~~"Transaction"~~) contemplated by the 801 APS, as defined and appended to the Sixth Report of
172-174 the Receiver dated August 11, 2025 (the "Sixth Report"), and provided for the vesting in Jean
175 Robitaille and Joanne Aubin (the "Purchaser of the Debtor's") all of Hazelton's right, title and
176 interest in and to the Purchased Assets, which vesting is to be effective with respect to the
177-180 Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate
177-180 confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets;
177-180 (ii) that the conditions to ~~Closing as set out in section • of the Sale Agreement~~ ~~contemplated by~~
177-180 ~~the 801 APS~~ have been satisfied or waived by the Receiver and the Purchaser; and (iii) the
177-180 Transaction has been completed to the satisfaction of the Receiver.

181-182 C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out
181-182 in the ~~Sale Agreement~~ Sixth Report or the 801 APS.

THE RECEIVER CERTIFIES the following:

- 183 1. The Purchaser has paid and the Receiver has received the Purchase Price for ~~the~~
184-186 ~~Purchased Assets~~ Unit 801 payable on the Closing Date pursuant to the ~~Sale Agreement~~ 801
184-186 APS;
- 187-194 2. The conditions ~~to~~ ~~of~~ ~~Closing as set out in section • of the Sale Agreement~~ 801 APS have
187-194 been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

195-196 | ~~[NAME OF RECEIVER]~~KSV Restructuring
197 ~~Inc.~~, in its capacity as Receiver of the
198 ~~undertaking, property and assets of~~
199 ~~[DEBTOR]~~assets, undertakings and
properties of Mizrahi (128 Hazelton) Inc. and
Mizrahi 128 Hazelton Retail Inc., and not in
its personal capacity

Per: _____

Name: _____

Title: _____

Schedule “B” – Purchased Assets

200-201	
202-0	<u>PIN 76967 - 0018LT</u>
203	<u>UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURtenant INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS ASSET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO</u>
0	

204-211 | Schedule "C" – Claims to be ~~d~~Deleted and ~~e~~Expunged from ~~t~~Title to Real Property212 |

<u>Instrument Number</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Parties From</u>	<u>Parties To</u>

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

220

CONSTANTINE ENTERPRISES INC. -and-

Applicant

MIZRAHI (128 HAZELTON INC.) AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

Court File No.: CV-24-00715321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER
(Unit 801)

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Lawyers for the Receiver

CONSTANTINE ENTERPRISES INC. -and-

Applicant

MIZRAHI (128 HAZELTON INC.) AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

Court File No.: CV-24-00715321-00CL

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

Proceeding commenced at Toronto

**MOTION RECORD
(Unit 801)
returnable August 15, 2025**

NORTON ROSE FULBRIGHT CANADA LLP
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