



Court File No. CV-21-00673521-00CL

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

THE HONOURABLE MADAM

)

TUESDAY, THE 14TH

JUSTICE CONWAY

)

DAY OF JUNE, 2022

)

B E T W E E N :

ONTARIO SECURITIES COMMISSION

Applicant

- and -

GO-TO DEVELOPMENTS HOLDINGS INC., OSCAR FURTADO, FURTADO HOLDINGS INC., GO-TO DEVELOPMENTS ACQUISITIONS INC., GO-TO GLENDALE AVENUE INC., GO-TO GLENDALE AVENUE LP, GO-TO MAJOR MACKENZIE SOUTH BLOCK INC., GO-TO MAJOR MACKENZIE SOUTH BLOCK LP, GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC., GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP, GO-TO NIAGARA FALLS CHIPPAWA INC., GO-TO NIAGARA FALLS CHIPPAWA LP, GO-TO NIAGARA FALLS EAGLE VALLEY INC., GO-TO NIAGARA FALLS EAGLE VALLEY LP, GO-TO SPADINA ADELAIDE SQUARE INC., GO-TO SPADINA ADELAIDE SQUARE LP, GO-TO STONEY CREEK ELFRIDA INC., GO-TO STONEY CREEK ELFRIDA LP, GO-TO ST. CATHARINES BEARD INC., GO-TO ST. CATHARINES BEARD LP, GO-TO VAUGHAN ISLINGTON AVENUE INC., GO-TO VAUGHAN ISLINGTON AVENUE LP, AURORA ROAD LIMITED PARTNERSHIP and 2506039 ONTARIO LIMITED

Respondents

APPLICATION UNDER SECTIONS 126 AND 129 OF THE *SECURITIES ACT*, R.S.O. 1990, c. S.5, AS AMENDED

**APPROVAL AND VESTING ORDER
(SPADINA ADELAIDE SQUARE)**

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of the real property listed on Schedule “A” of the Sale Agreement (as defined below) (the “**Specified Real Property**”) and all the other assets, undertakings and properties of each of the entities listed on Schedule “B” of the Sale Agreement (the “**Specified Receivership Respondents**”), including all the assets held in trust or required to be held in trust by or for any of the Specified Receivership Respondents, or by their lawyers, agents and/or any other person, and all proceeds thereof (together with the Specified Real Property, the “**Specified Property**”), for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Fengate Capital Management Ltd. (the “**Purchaser**”), as purchaser, dated May 27, 2022 (the “**Sale Agreement**”), a copy of which is attached to the Fourth Report of the Receiver dated June 3, 2022 (the “**Report**”), and vesting in the Purchaser the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Tamie Dolny sworn June 3, 2022, filed,

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

necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as the Purchaser may direct.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Purchased Assets described in the Sale Agreement, including, without limitation, all of the Specified Receivership Respondents' right, title and interest in and to the Specified Real Property listed on **Schedule "B"** hereto, shall vest absolutely in the Purchaser, or as it may direct, 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, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice Pattillo made in these proceedings on December 10, 2021; (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 leases, 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.

3. **THIS COURT ORDERS** that, with the sole exception of the Permitted Encumbrances, the Purchaser shall have no liability or responsibility for any Excluded Liabilities (as defined in the Sale Agreement) or any other liability, obligation or commitment of any of the Specified Receivership Respondents, the Receiver or any other person, whether known or unknown, fixed or contingent or otherwise, arising from or in relation to the Purchased Assets or the business of the Specified Receivership Respondents (including any common law or statutory amounts payable to employees of the Specified Receivership Respondents, whether employed at the Specified Real Property or elsewhere).

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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, or as it may direct, as the owner of the subject Specified Real Property identified in **Schedule “B”** hereto in fee simple, and is hereby directed to delete and expunge from title to the Specified Real Property all of the Claims listed in **Schedule “C”** hereto.

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

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

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

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

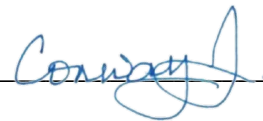
the vesting of the Purchased Assets in the Purchaser, or as it may direct, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Receivership Respondents and shall not be void or voidable by creditors of any of the Receivership Respondents,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

7. **THIS COURT ORDERS** that, upon the Receiver receiving satisfactory payout statements, in the Receiver's sole discretion, the Receiver is authorized and directed to make the following distributions from the sale proceeds arising from the Transaction:

- (a) First, to Cameron Stephens Mortgage Capital Ltd., the outstanding secured indebtedness owing by the Specified Receivership Respondents to Cameron Stephens Mortgage Capital Ltd.; and
- (b) Second, to Northridge Maroak Developments Inc., the outstanding secured indebtedness owing by the Specified Receivership Respondents to Northridge Maroak Developments Inc.

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.

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



Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-21-00673521-00CL

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RECEIVER’S CERTIFICATE

RECITALS

I. Pursuant to an Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 10, 2021, KSV Restructuring Inc. (“**KSV**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without

security, of the real property listed on Schedule “A” of the Sale Agreement (as defined below) (the “**Specified Real Property**”) and all the other assets, undertakings and properties of each of the entities listed on Schedule “B” of the Sale Agreement (the “**Specified Receivership Respondents**”), including all the assets held in trust or required to be held in trust by or for any of the Specified Receivership Respondents, or by their lawyers, agents and/or any other person, and all proceeds thereof (together with the Specified Real Property, the “**Specified Property**”).

II. Pursuant to an Order of the Court dated June 14, 2022, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Fengate Capital Management Ltd. (the “**Purchaser**”), as purchaser, dated May 27, 2022 (the “**Sale Agreement**”), and provided for the vesting in the Purchaser, or as it may direct, of the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver and manager of the Specified Property, and not in its personal capacity or in any other capacity

Per:

Name: Bobby Kofman

Title: Licensed Insolvency Trustee

Schedule “B” – Legal Description of the Specified Real Property

PIN: 21412-0150 (LT)

LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT 1
64R16307, CT70642; CITY OF TORONTO

PIN: 21412-0151 (LT)

LT 1-2 PL D160 TORONTO; CITY OF TORONTO

Schedule “C” – Instruments to Be Deleted from Title

PIN 21412-0150 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
AT5751324	2021/05/31	Charge by Partnership	\$18,489,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Northridge Maroak Developments Inc.
AT5751325	2021/05/31	Notice of Assignment of Rents General		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Northridge Maroak Developments Inc.
AT5782428	2021/06/29	Charge by Partnership	\$19,800,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Adelaide Square Developments Inc.
AT5821478	2021/08/05	Charge by Partnership	\$56,275,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821479	2021/08/05	Notice of Assignment of Rents General		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821480	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821481	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821482	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821483	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821485	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821486	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821663	2021/08/05	Postponement		Northridge Maroak Developments Inc.	Cameron Stephens Mortgage Capital Ltd.
AT5821664	2021/08/05	Postponement		Adelaide Square Developments Inc.	Cameron Stephens Mortgage Capital Ltd.
AT5938434	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
AT5943098	2021/12/17	Charge by Partnership	\$5,200,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Faan Mortgage Administrators Inc.
AT6049060	2022/04/19	Caution-Notice		Regina, Emilio	

PIN 21412-0151 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
AT5751324	2021/05/31	Charge by Partnership	\$18,489,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Northridge Maroak Developments Inc.
AT5751325	2021/05/31	Notice of Assignment of Rents General		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Northridge Maroak Developments Inc.
AT5782428	2021/06/29	Charge by Partnership	\$19,800,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Adelaide Square Developments Inc.
AT5821478	2021/08/05	Charge by Partnership	\$56,275,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821479	2021/08/05	Notice of Assignment of Rents General		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821484	2021/08/05	Notice of Assignment of Rents Specific		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Cameron Stephens Mortgage Capital Ltd.
AT5821663	2021/08/05	Postponement		Northridge Maroak Developments Inc.	Cameron Stephens Mortgage Capital Ltd.
AT5821664	2021/08/05	Postponement		Adelaide Square Developments Inc.	Cameron Stephens Mortgage Capital Ltd.
AT5938434	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
AT5943098	2021/12/17	Charge by Partnership	\$5,200,000	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Faan Mortgage Administrators Inc.
AT6049060	2022/04/19	Caution-Notice		Regina, Emilio	

Schedule “D” – Permitted Encumbrances

PIN 21412-0150 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
63BA1406	1978/12/06	Plan Boundries Act			
64R16307	1999/06/30	Plan Reference			
AT5109295	2019/04/05	Transfer	\$36,800,000	1708305 Ontario Inc.	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP
AT5818765	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Abacus Growth Agency Inc.
AT5818766	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Gorilla Nation Media (Canada) ULC
AT5818767	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Champ & Pepper Inc.
AT5818768	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Maple Corp.
AT5818769	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Munvo Solutions Inc.
AT5818770	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	11157337 Canada Corp.
AT5958472	2022/01/11	Bylaw		City of Toronto	

PIN 21412-0151 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
63BA1406	1978/12/06	Plan Boundries Act			
AT5109296	2019/04/05	Transfer		Fortress Charlotte 2014 Inc.	Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP
AT5818764	2021/08/03	Notice of Lease		Go-To Spadina Adelaide Square Inc. Go-To Spadina Adelaide Square LP	Canada Wide Parking Inc.

ONTARIO SECURITIES COMMISSION

-and-

GO-TO DEVELOPMENTS HOLDINGS INC., ET AL.

Applicant

Respondents

Court File No. CV-21-00673521-00CL

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

Proceedings commenced at Toronto

**APPROVAL AND VESTING ORDER
(SPADINA ADELAIDE SQUARE)**

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