



**Twentieth Report to Court of KSV
Kofman Inc. as CCAA Monitor of
Urbancorp (Woodbine) Inc., Urbancorp
(Bridlepath) Inc., The Townhouses of
Hogg's Hollow Inc., King Towns Inc.,
Newtowns at Kingtowns Inc., Deaja
Partner (Bay) Inc., and TCC/Urbancorp
(Bay) Limited Partnership**

February 14, 2019

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COURT FILE NO.: CV-16-11549-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
URBANCORP (WOODBINE) INC. AND URBANCORP (BRIDLEPATH) INC., THE
TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT
KINGTOWNS INC. AND DEAJA PARTNER (BAY) INC.

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

TWENTIETH REPORT OF KSV KOFMAN INC. AS CCAA MONITOR

FEBRUARY 14, 2019

1.0 Introduction

1. On April 25, 2016, Urbancorp (Woodbine) Inc. ("Woodbine") and Urbancorp (Bridlepath) Inc. ("Bridlepath") each filed a Notice of Intention to Make a Proposal (the "NOI Proceedings") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). Jointly, Woodbine and Bridlepath are referred to as the "Companies". KSV Kofman Inc. ("KSV") was appointed as the Proposal Trustee in the NOI Proceedings.
2. Pursuant to an order (the "Initial Order") made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated October 18, 2016, Woodbine, Bridlepath, The Townhouses of Hogg's Hollow Inc., King Towns Inc., Newtowns at Kingtowns Inc. Deaja Partner (Bay) Inc. ("Deaja") and TCC/Urbancorp (Bay) Limited Partnership ("Bay LP") (collectively, the "Bay CCAA Entities") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") (the "Bay LP CCAA Proceedings") and KSV was appointed monitor in those proceedings (the "Monitor").
3. Deaja is the general partner of Bay LP. Each of the Bay LP subsidiaries is a nominee for Bay LP and, as such, their assets and liabilities are assets and liabilities of Bay LP.

4. The entities below are known direct or indirect wholly-owned subsidiaries of Urbancorp Cumberland 1 LP (“Cumberland”):

- Urbancorp (St. Clair Village) Inc.
- Urbancorp (Patricia) Inc.
- Urbancorp (Mallow) Inc.
- Urbancorp (Lawrence) Inc.
- High Res Inc.
- King Residential Inc.
- Urbancorp (952 Queen West) Inc.
- Urbancorp 60 St. Clair Inc.
- Urbancorp New Kings Inc. (“UNKI”)
- Bridge on King Inc. Urbancorp (North Side) Inc.
- Urbancorp Partner (King South) Inc.

Collectively, Cumberland and its direct and indirect subsidiaries are the “Cumberland Entities” and each individually is a “Cumberland Entity”. Each Cumberland Entity is a nominee for Cumberland and, as such, the assets and liabilities of the Cumberland Entities are assets and liabilities of Cumberland.

5. On or around December 15, 2015, in connection with UCI’s issuance of approximately NIS180 million¹ in bonds in Israel, Urbancorp undertook a reorganization (the “Reorganization”). Prior to the Reorganization, each of the Cumberland subsidiaries listed above was a subsidiary of Bay LP. The Reorganization is discussed in detail in the Monitor’s Tenth Report dated July 25, 2017 (the “Tenth Report”), which is provided in Appendix “A”, without attachments.

6. Each of the Cumberland Entities, and several additional entities² (collectively, the “Cumberland CCAA Entities”), except UNKI, is subject to a CCAA proceeding separate from the Bay LP CCAA Proceedings (the “Cumberland CCAA Proceedings”). KSV is the monitor in the Cumberland CCAA Proceedings.

7. The Cumberland CCAA Entities³ are direct or indirect wholly-owned subsidiaries of Urbancorp Inc. (“UCI”).

8. On April 25, 2016, the District Court in Tel Aviv-Yafo, Israel issued a decision appointing Guy Gissin as the functionary officer and foreign representative (the “Foreign Representative”) of UCI and granting him certain powers, authorities and responsibilities over UCI (the “Israeli Proceedings”).

9. On May 18, 2016, the Court issued two orders under Part IV of the CCAA which:

- a) recognized the Israeli Proceedings as a “foreign main proceeding”;

¹ New Israeli Shekels. The Canadian dollar equivalent is approximately \$64 million.

² Urbancorp Toronto Management Inc., Urbancorp Downsview Park Development Inc., Urbancorp Power Holdings Inc., Vestaco Homes Inc., Vestaco Investments Inc., 228 Queens Quay West Limited, Urbancorp Residential Inc., Urbancorp Realtyco Inc. and Urbancorp Cumberland 1 GP

³ Except Urbancorp Toronto Management Inc., which is believed to be wholly owned by Alan Saskin.

- b) recognized Mr. Gissin as Foreign Representative of UCI; and
 - c) appointed KSV as the Information Officer.
10. Corporate charts for each of the Bay CCAA Entities and the Cumberland CCAA Entities are attached as Appendices “B” and “C”, respectively. For the purposes of this report (the “Report”), the Bay CCAA Entities, the Cumberland CCAA Entities and their respective affiliates comprise the Urbancorp Group (the “Urbancorp Group”).
 11. On the date of the Initial Order issued in the Bay LP CCAA Proceedings, an order (the “Claims Procedure Order”), was made by the Court establishing a claims procedure for the Bay CCAA Entities and against the current and former officers and directors of the Bay CCAA Entities (the “Claims Process”). The Claims Procedure Order set November 23, 2016 as the date by which claims were required to be filed.
 12. The Monitor disallowed several claims filed in the Claims Process. The Monitor reserved funds for all disputed claims in the event that they were ultimately admitted, including in respect of: (i) approximately \$10 million⁴ in secured claims filed by Terra Firma Capital Corporation (“TFCC”) (the “TFCC Guarantee Claims”); and (ii) \$8 million in respect of a claim that was late filed by the Foreign Representative, on behalf of UCI and the UCI bondholders, on the basis of misrepresentation and negligent misrepresentation in connection with promissory notes (the “Promissory Notes”) that were issued by Bay LP and assigned to UCI and Urbancorp Realtyco Inc. (“Realtyco”), a subsidiary of UCI, as part of the Reorganization (the “Late Filed Claim”).
 13. On June 27, 2017, the Court made an order authorizing and directing the Monitor to pay a 33% dividend to creditors with admitted claims against the Bay CCAA Entities. At the time, the Monitor was unable to recommend any further distributions as a result of the disputed TFCC and UCI claims.
 14. On November 27, 2017, as a result of an agreement reached among the Monitor, TFCC and UCI, the Court made an order authorizing and directing the Monitor to pay in full all admitted claims, other than related party claims. All such claims, except for the related party claims, have been paid in full.
 15. Pursuant to an agreement dated February 13, 2018, TFCC and UCI entered into a settlement (the “Original Settlement”), whereby:
 - a) TFCC would receive \$3 million in full and final satisfaction of the TFCC Guarantee Claims; and
 - b) UCI’s Late Filed Claim would be admitted and UCI would receive an initial distribution of at least \$5.5 million at the same time the \$3 million is paid to TFCC.
 16. The Monitor was not a party to the Original Settlement, was not asked by TFCC or UCI to take a position on the Original Settlement and did not take a position on the Original Settlement.

⁴ This is comprised of approximately \$6 million for the principal portion of the claim and \$4 million for potential interest and costs.

17. Pursuant to an Endorsement issued on May 11, 2018 by Mr. Justice Myers (the “May 11 Endorsement”), the Court:
 - a) dismissed the motion to approve the Original Settlement; and
 - b) authorized the Foreign Representative to file a late claim on behalf of UCI.
18. In accordance with the May 11 Endorsement, the Foreign Representative filed, and the Monitor admitted, a claim for damages in respect of fraudulent representation and conspiracy, among other claims, in connection with the issuance of the Promissory Notes, plus interest and costs which continue to accrue.
19. Based on information provided by Thornton Grout Finnigan LLP, counsel to TFCC, the Monitor reduced the holdback for the TFCC Guarantee Claims from \$10 million to \$6 million, representing \$5.2 million for principal and \$800,000 for future interest and costs.
20. Due to the admittance of the UCI claim, the Monitor calculated the minimum amount which could be distributed by Bay LP to UCI. Accordingly, the Court made an order on June 26, 2018 authorizing and directing the Monitor to distribute \$3.05 million to UCI.

1.1 Purposes of this Report

1. The purposes of the Report are to:
 - a) provide information concerning the status of the Claims Process;
 - b) summarize a revised settlement (the “Revised Settlement”) among UCI, TFCC, Dov Meyer (“Meyer”), the former Chief Executive Officer of TFCC, and the Monitor concerning the distribution of the remaining proceeds in Bay LP and the TFCC Guarantee Claims;
 - c) discuss the implications of the Revised Settlement; and
 - d) recommend that the Court approve the Revised Settlement.

1.2 Currency

1. All references to currency in this report are to Canadian dollars unless otherwise stated.

1.3 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial statements of the Bay CCAA Entities and Cumberland CCAA Entities, the books and records of the Bay CCAA Entities and Cumberland CCAA Entities and discussions with their management, their legal counsel and their external accountants.
2. The Monitor has not performed an audit or independent verification of the information discussed herein. The Monitor expresses no opinion or other form of assurance with respect to the financial information presented in this Report.

2.0 Background

2.1 General

1. The Urbancorp Group was founded in 1991 by Alan Saskin. The Urbancorp Group is principally involved in the development of residential real estate projects in the Greater Toronto Area. The Monitor understands that Mr. Saskin, his family members and family trusts are, directly or indirectly, the ultimate owners of the entities in the Urbancorp Group.

2.2 Bay LP

1. Bay LP is a limited partnership that the Monitor understands was started in 1999. Bay LP owned, through nominee corporations, various real estate projects that included Woodbine and Bayview. For the purpose of this Report, Woodbine's real property is referred to as the "Woodbine Property" and Bayview's real property is referred to as the "Bayview Property".
2. The Woodbine Property and the Bayview Property were sold during the NOI Proceedings. The proceeds generated from the sales of the Woodbine Property and the Bayview Property were used to fund distributions to creditors in the Bay LP CCAA Proceedings and to fund the costs of the Bay LP CCAA Proceedings.
3. The current ownership of Bay LP is believed to be as follows:
 - a) Deaja – General Partner - .01%
 - b) Alan Saskin – Limited Partner – 79.99%
 - c) DS (Bay) Holdings Inc. ("DS (Bay)") – Limited Partner – 20.00%
4. It appears that based on the "Second Amending Agreement" dated May 15, 2008, DS (Bay) is entitled to a priority return of the earnings and partners' distributions of Bay LP (the "Priority Agreement"). DS (Bay) is believed to be owned by Alan Saskin's wife, Doreen.

2.3 Bay CCAA Entities – Assets and Claims

1. As of January 28, 2019, Bay LP's assets consist of cash of approximately \$7.3 million.
2. The table below summarizes the claims filed in the Bay LP Claims Process and their status.

(\$000s; unaudited)	Total Admitted Claims		Unpaid Admitted Claims	Total Disputed Claims
		Distribution		
TFCC	716	716	-	6,000
UCI	8,000 ⁵	3,050	4,950	-
Other third-party creditors	7,445	7,445	-	-
Related party creditors	1,154	381	773	-
	17,315	11,592	5,723	6,000

⁵ Plus interest and costs, which continue to accrue.

2.4 UCI Claim

1. UCI filed claims totaling approximately \$8 million⁶ in the Bay LP CCAA Proceedings in connection with the Promissory Notes.
2. The Monitor disallowed this claim on the basis that Bay LP was not indebted to UTMI at the time the Promissory Notes were issued (the “UCI Disallowance”).
3. UCI, by its Foreign Representative, brought a motion to set aside the UCI Disallowance. On May 11, 2017, Mr. Justice Newbould dismissed UCI’s motion (the “Decision”).
4. On June 23, 2017, subsequent to the Decision, the Foreign Representative filed a motion to allow it to late file an \$8 million claim in the Claims Process (the “UCI Motion”) as the claims bar date had passed. UCI sought to late file its claim based on misrepresentations in connection with the Promissory Notes. On June 27, 2017, the UCI Motion was adjourned *sine die*.
5. As noted in paragraph 1.18 above, the Monitor accepted this claim in May 2018 based on evidence provided by the Foreign Representative and the May 11 Endorsement.
6. UCI has also commenced legal proceedings against TFCC and Meyer in Israel in relation to issues concerning their involvement with alleged misrepresentations in relation to the issuance of UCI’s bonds and their alleged knowledge of UCI’s insolvency at the time of their issuance.

2.5 TFCC

1. TFCC filed the TFCC Guarantee Claims in respect of guarantees granted to TFCC by Woodbine, Bayview and Bay LP which were secured by mortgages and other security (the “Guarantees”). The Guarantees relate to a balance outstanding of approximately \$6 million on a \$10 million loan made by TFCC to UHI (the “UHI Loan”).
2. The Monitor disallowed the TFCC Guarantee Claims (the “TFCC Disallowance”) on the basis that:
 - a) Bay LP was insolvent at the date of the UHI Loan;
 - b) Bay LP received no benefit or consideration in granting the Guarantees;
 - c) TFCC was aware both before and at the time the UHI Loan was made of the Urbancorp Group’s financial circumstances generally and Bay LP’s specifically;
 - d) the effect of the Guarantees was to defeat or hinder recoveries to other creditors of Bay LP; and
 - e) the granting of the Guarantees was oppressive, unfairly prejudicial to or unfairly disregarded the interests of Bay LP’s other creditors.

⁶ Plus interest.

3. Full details of the Monitor's analysis with respect to the TFCC Guarantee Claims is provided in the Tenth Report.
4. On May 8, 2017, TFCC brought a motion to set aside the TFCC Disallowance (the "TFCC Motion"). The TFCC Motion was adjourned *sine die* at the request of TFCC to allow TFCC and UCI to attempt to negotiate a settlement of their respective claims in the Bay LP CCAA Proceedings.
5. In addition to their claims filed in the CCAA proceedings, TFCC has also filed a secured claim in the amount of approximately \$14.3 million and an unsecured claim in the amount of approximately \$2.9 million in Alan Saskin's proposal proceedings (the "Saskin Claim"). The Fuller Landau Group Inc. ("Fuller Landau") is the Proposal Trustee of Mr. Saskin.

2.6 DS (Bay)

1. DS (Bay) was incorporated on December 9, 2016. The Monitor understands that DS (Bay) was incorporated for the purpose of acquiring Doreen Saskin's 20% partnership interest in Bay LP (the "Doreen LP Interest").
2. Prior to the incorporation of DS (Bay), Vestaco Investments Inc. ("Vestaco"), a Cumberland CCAA Entity, was the registered owner of the Doreen LP Interest. The Monitor understands that Vestaco held the Doreen LP Interest as nominee on behalf of and for the benefit of Doreen Saskin, pursuant to a trust declaration dated April 13, 1999 (the "Trust Declaration").
3. On December 9, 2016, the following changes in the registered and beneficial ownership of the Doreen LP Interest appear to have taken place:
 - a) Vestaco transferred the registered ownership of its Bay LP interest to DS (Bay) by way of a declaration of trust (the "Declaration of Trust"); and
 - b) Doreen Saskin sold her beneficial interest in the Doreen LP Interest to DS (Bay) in a non-cash transaction.
4. Pursuant to the Priority Agreement, the Bay LP partners agreed to provide the Doreen LP Interest with a priority return of \$7 million, increasing by 7% compounded annually (the "Priority Return").
5. As a result of the sales of the Woodbine Property and the Bayview Property, Bay LP generated taxable income of approximately \$12.9 million for the year ended December 31, 2016, of which approximately \$12.6 million was allocated to DS (Bay). The disproportionate allocation of the taxable income to DS (Bay) was the result of the Priority Return to which DS (Bay) appears to be entitled. As a result of the foregoing, for 2016 DS (Bay) has an estimated tax liability of approximately \$3.2 million assuming it has no other income or expenses.
6. A schedule summarizing the income allocation among the partners of Bay LP for the period 2008 to 2016 is attached as Appendix "D". It appears that prior to 2016, Bay LP's income was not allocated according to the terms of the Priority Agreement.

7. MNP LLP (“MNP”), the external accounting firm for DS (Bay), has advised the Monitor that DS (Bay) has no assets or source of income other than its partnership interest in Bay LP. MNP has also advised the Monitor that no financial statements have ever been prepared for DS (Bay).
8. As a result of the Revised Settlement, there will be no funds available to be distributed to DS (Bay) and DS (Bay) will not have the ability to fund its tax liability.

3.0 The Revised Settlement

1. On January 30, 2018, the Monitor, TFCC, UCI and Meyer entered into the Revised Settlement, which is subject to approval by the Court and the Israeli Court. The Settlement Agreement is attached as Appendix “E”.
2. Pursuant to the terms of the Settlement Agreement, TFCC has agreed to assign to UCI the TFCC Guarantee Claims and the Saskin Claim, and the Monitor and UCI have agreed not to oppose the TFCC Motion to admit the TFCC Guarantee Claims. In exchange, UCI has agreed to withdraw its claim in the Israeli Court against Meyer and TFCC. UCI, Meyer and TFCC have agreed to execute releases in favour of one another.
3. The effect of the Revised Settlement is that all amounts to be distributed by Bay LP will be paid to UCI, other than certain amounts owing in respect of related party claims.
4. Of the related party claims (\$773,000), the most significant ones are owing to Alan Saskin (approximately \$346,000), Cumberland (\$362,000) and Edge on Triangle Inc. (“Edge”) (\$57,000). If the Revised Settlement is approved by the Ontario and Israeli Courts:
 - a) \$150,000 otherwise payable to Alan Saskin will be distributed to Fuller Landau, in its capacity as Alan Saskin’s proposal trustee, with the balance (\$196,000) distributed to UCI (the “Saskin Amount”), as agreed between the Foreign Representative and Fuller Landau;
 - b) the amount payable to Cumberland (\$362,000) will be distributed to UCI (the “Cumberland Amount”); and
 - c) the amount payable to Edge (\$57,000) will be setoff against claims paid by Bay LP on behalf of various Urbancorp Group companies, including Edge, where Fuller Landau is also the CCAA Monitor. In this regard, earlier in these proceedings, the Monitor settled two common employer claims by employees of UTMI. The amounts setoff against the distributions that Edge would otherwise receive from Bay LP represent the portion of the common employer claims which the Monitor and Fuller Landau have agreed to allocate to Edge.

5. The table below provides a summary of the range of outcomes under the following scenarios:
- Scenario A: approval of the Revised Settlement;
 - Scenario B: the Revised Settlement is not approved and the TFCC Guarantee Claim is disallowed, such that distributions are made to UCI in respect of its unsecured \$8 million claim⁷ and to pay related party claims, with the balance payable to DS (Bay); and
 - Scenario C: the TFCC Guarantee Claim is admitted in full but not assigned to UCI.

(unaudited \$000s)	Scenario A	Scenario B	Scenario C
Current bank balance	7,300	7,300	7,300
Projected costs to complete proceedings	(200)	(350)	(350)
Net amount available for distribution	7,100	6,950	6,950
Distribution to TFCC (secured claim)	-	-	6,000
Net amount available for distribution to unsecured creditors	7,100	6,950	950
Distribution to Fuller Landau	(150)	(150)	(150)
Distribution to UCI	(6,950)	(6,008) ⁸	(800)
Net amount available for equity	-	-	-
Distribution to DS (Bay)	-	792	-
Funds remaining	-	-	-

6. The table above reflects the following outcomes:
- Scenario A: UCI would receive approximately \$7 million through distributions on its unsecured claim, the amounts directed to it by TFCC, the Cumberland Amount and its portion of the Saskin Amount. No amounts would be available for distribution to DS (Bay).
 - Scenario B: UCI would receive approximately \$6 million, no amounts would be distributed to TFCC, and DS (Bay) would receive approximately \$792,000. The professional costs under this scenario are estimated to be \$150,000 greater than under Scenario A, representing the estimated incremental professional costs of the Monitor and its counsel associated with this scenario.

⁷ Of which \$4.950 million remains unpaid, before interest and costs, estimated to be \$500,000.

⁸ Assumes UCI will receive the balance of its admitted claim (\$5,450,000), plus the Cumberland distribution (\$362,000), plus UCI's portion of the Saskin Amount (\$196,000).

TFCC has advised the Foreign Representative and the Monitor that under this scenario it would seek leave to file an unsecured claim against Bay LP based on misrepresentations made by Alan Saskin concerning the subject matter of the TFCC disallowance. If successful, TFCC would share in distributions on a pro-rata basis with UCI, which would materially reduce the distributions to UCI and eliminate any distributions to DS (Bay). The table below provides the results in this Scenario based on a TFCC unsecured claim in the amount of \$6 million.

(unaudited \$000s)	Amount
Net amount available for distribution to unsecured creditors	6,950
Distribution to Fuller Landau	(150)
Distribution to TFCC	(3,271)
Distribution to UCI ⁹	(3,529)
Net amount available for equity	-
Distribution to DS (Bay)	-
Funds remaining	-

The expense of litigating the TFCC disallowance and TFCC's motion to late file an unsecured claim would be significant and time consuming. DS (Bay) would only receive distributions under this scenario if TFCC is unsuccessful in litigating the disallowance or late filing its unsecured claim.

- c) Scenario C: TFCC would receive approximately \$6 million. UCI would receive a small distribution on its unsecured claim and no amounts would be distributed to DS (Bay). The professional costs under this scenario are also estimated to be \$150,000 greater than under Scenario A, representing the incremental professional costs of the Monitor and its counsel associated with this scenario.
7. If the Revised Settlement is not approved by the Israeli and Ontario Courts within 90 days of its execution, it will become null and void.

3.1 Recommendation

- 1. The Monitor recommends the Court issue an order approving the Revised Settlement for the following reasons:
 - a) the Revised Settlement avoids costly and uncertain litigation concerning the TFCC Guarantee Claims¹⁰. The litigation would involve multiple parties, including the Monitor, Foreign Representative, TFCC and Meyer. The costs involved in the litigation would erode the amounts available for distribution to the main stakeholders in this matter, being TFCC and the interests represented by the Foreign Representative;

⁹ Assumes that in addition to its dividend, UCI will receive the Cumberland distribution (\$362,000), plus the amount not distributed to Fuller Landau in connection with the Saskin claim (\$196,000).

¹⁰ The costs may exceed the estimates provided in this Report.

- b) the Revised Settlement is the one significant matter remaining in the Bay LP CCAA Proceedings. Provided the Revised Settlement is completed, the Monitor expects to bring a motion in the near term to terminate the Bay LP CCAA Proceedings and to seek its discharge as Monitor of Bay LP;
- c) the only stakeholders who are not parties to the Revised Settlement that may be adversely affected by it are DS (Bay) and, indirectly, CRA, as DS (Bay) has no other source of capital to satisfy its tax obligations arising from the sale of the Woodbine Property and the Bayview Property. It is the Monitor's view that, in light of the circumstances that gave rise to UCI's misrepresentation claim against Bay LP, it would not be fair and reasonable for a member of the Saskin family to derive any benefit as a consequence of such conduct; and
- d) the Revised Settlement is a commercially reasonable resolution of the litigation based on the range of potential outcomes in the litigation involving the TFCC Guarantee Claims, as illustrated by the table above, and the litigation risks involved for all parties involved in that dispute.

4.0 Notice

1. As with the Original Settlement, the Monitor requires that notice of the motion to approve the Revised Settlement be provided to DS (Bay) and CRA.

* * *

All of which is respectfully submitted,



**KSV KOFMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF
URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC.,
DEAJA PARTNER (BAY) INC. AND TCC/URBANCORP (BAY) LIMITED PARTNERSHIP
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”



**Tenth Report to Court of KSV Kofman
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JULY 25, 2017

1.0 Introduction

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3. Deaja is the general partner of Bay LP. Each of the Bay LP subsidiaries is a nominee for Bay LP and, as such, their assets and liabilities are assets and liabilities of Bay LP.
4. The entities below are the known direct or indirect wholly-owned subsidiaries of Urbancorp Cumberland 1 LP ("Cumberland"):
 - Urbancorp (St. Clair Village) Inc. ("St. Clair")
 - Urbancorp (Patricia) Inc. ("Patricia")
 - Urbancorp (Mallow) Inc. ("Mallow")

- Urbancorp (Lawrence) Inc. (“Lawrence”)
- High Res Inc.
- King Residential Inc.
- Urbancorp (952 Queen West) Inc.
- Urbancorp 60 St. Clair Inc.
- Urbancorp New Kings Inc. (“UNKI”)
- Bridge on King Inc. Urbancorp (North Side) Inc.
- Urbancorp Partner (King South) Inc. (“1071 King”)

Collectively, Cumberland and its direct and indirect subsidiaries are the “Cumberland Entities” and each individually is a “Cumberland Entity”. Each Cumberland Entity is a nominee for Cumberland and, as such, the assets and liabilities of the Cumberland Entities are assets and liabilities of Cumberland.

On or around December 15, 2015, Urbancorp undertook a reorganization (the “Reorganization”). Prior to the Reorganization, each of the Cumberland subsidiaries listed above was a subsidiary of Bay LP. The Reorganization, as it relates to Bay LP, is set out in Section 2.2.4.

5. Each of the Cumberland Entities, except UNKI, is subject to a CCAA proceeding (the “Cumberland CCAA Proceedings”) separate from the Bay LP CCAA Proceedings. The entities listed below are the remaining entities in the Cumberland CCAA Proceedings:

- Urbancorp Toronto Management Inc. (“UTMI”)
- Urbancorp Downsview Park Development Inc. (“Downsview Park”)
- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc. (“Vestaco”)
- 228 Queens Quay West Limited
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.
- Urbancorp Cumberland 1 GP

The entities above, together with the Cumberland Entities, excluding UNKI, are the “Cumberland CCAA Entities”. Except for UTMI, the above entities are direct or indirect wholly-owned subsidiaries of Urbancorp Inc. (“UCI”). UTMI is believed to be wholly owned by Alan Saskin.

6. KSV has filed various reports to Court. The reports filed by KSV can be found on its website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.
7. Corporate charts for each of the Bay CCAA Entities and the Cumberland CCAA Entities are attached as Appendices “A” and “B”, respectively. For the purposes of this Report, the Bay CCAA Entities, the Cumberland CCAA Entities and their affiliates comprise the Urbancorp Group (the “Urbancorp Group”).
8. On the date of the Initial Order in the Bay LP CCAA Proceedings, an order (the “Claim Procedure Order”) was made by the Court establishing a procedure for the identification and quantification of claims against the Bay CCAA Entities and against the current and former officers and directors of the Bay CCAA Entities.

9. Pursuant to the Claims Procedure Order, Terra Firma Capital Corporation (“TFCC”) submitted secured claims of \$6,512,875, \$6,230,764 and \$6,013,865, dated November 22, 2016 (the “Claims”) against Woodbine, Bridlepath and Bay LP, respectively. The Claims are in respect of a \$10 million loan provided by TFCC to Urbancorp Holdco Inc. (“UHI”) that was guaranteed by Bay LP and others (the “Guarantee”). As security for the Guarantee, Woodbine and Bridlepath granted mortgages to TFCC (the “TFCC Mortgages”) on real property registered to Woodbine (“Woodbine Property”) and to Bridlepath (“Bridlepath Property”); Bay LP granted security to TFCC in the form of a general security agreement in respect of the Guarantee. Copies of the Claims are attached as Appendices “C-1”, “C-2” and “C-3”, respectively.
10. On December 14, 2016, the Monitor issued Notices of Revision or Disallowance to TFCC (the “Disallowance”) disallowing the Claims as set out in the table below:

Entity	Amount Claimed (Secured)	Amount Admitted (Unsecured)
Woodbine	\$6,512,874	\$499,009
Bridlepath	\$6,230,764	\$216,898
Bay LP	\$6,013,865	\$NIL

11. The Disallowances were based on an opinion dated October 5, 2016 (“Opinion”) by the Monitor’s legal counsel, Davies Ward Phillips & Vineberg LLP, concerning the validity of the Claims. The Opinion states, among other things, that the granting of the TFCC Mortgages could be held to be void “as transfers at undervalue under the *Bankruptcy and Insolvency Act* (the “BIA”), fraudulent conveyances under the *Fraudulent Conveyances Act* (Ontario) or fraudulent preferences under the *Assignment and Preferences Act* (Ontario). A copy of the Opinion is attached as Appendix “D”. Copies of the Disallowances are attached as Appendices “E-1”, “E-2” and “E-3”, respectively.
12. The Monitor also notes that the granting of the Guarantee and the TFCC Mortgages could be considered to have been oppressive or unfairly prejudicial to or to have unfairly disregarded the interest of Bay LP’s other creditors at the time they were granted.
13. On December 16, 2016, TFCC, through its counsel, issued Notices of Disputes of Notice of Revision or Disallowance (“Disputes”) in respect of the Disallowances. Copies of the Disputes for Woodbine, Bridlepath and Bay LP are attached as Appendices “F-1”, “F-2” and “F-3”, respectively.
14. On May 8, 2017, TFCC filed a motion with the Court (“TFCC Motion”) seeking the following relief:
 - setting aside the Disallowances;
 - confirming the validity and enforceability of the TFCC Mortgages; and
 - directing the Monitor to make an immediate distribution of all amounts owed to TFCC by Woodbine, Bridlepath and Bay LP.

1.1 Purposes of this Report

1. The purposes of this report (the “Report”) are to:
 - a) Detail the Monitor’s review of information pertaining to the Claims and the basis for the Disallowance; and
 - b) Recommend the Court make an order:
 - (i) approving this Report;
 - (ii) confirming the Monitor’s Disallowances;
 - (iii) setting aside the Guarantees as void as against the Monitor; and
 - (iv) declaring the TFCC Mortgages as unenforceable.

1.2 Currency

1. All dollar amounts in this Report are in Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial statements of the Bay CCAA Entities and Cumberland CCAA Entities, the books and records of the Bay CCAA Entities and Cumberland CCAA Entities (the “Books and Records”) and discussions with their management (“Management”), their legal counsel (“Legal Counsel”) and their external accountants (“Accountants”) (collectively, Management, Legal Counsel and the Accountants are referred to as the “Representatives”). The Monitor has considered the explanations by the Representatives concerning the transactions discussed herein.
2. The Monitor has not performed an audit or independent verification of the information discussed herein. The Monitor expresses no opinion or other form of assurance with respect to the financial information presented in this Report.

2.0 Background

2.1 General

1. The Urbancorp Group was founded in 1991 by Alan Saskin. The Urbancorp Group is principally involved in the development of residential real estate projects in the Greater Toronto Area. The Monitor understands that Mr. Saskin, his family members and family trusts are, directly or indirectly, the ultimate owners of the entities in the Urbancorp Group.

2.2 Bay LP

1. Bay LP is a limited partnership that the Monitor understands was started in 1999. Bay LP owned, through nominee corporations, various real estate projects, including Woodbine and Bridlepath. The Woodbine Property and the Bridlepath Property were sold by KSV on September 30, 2016 and October 14, 2016, respectively.

2. The ownership of Bay LP is believed to be as follows:
 - Deaja – General Partner - .01%
 - Alan Saskin – Limited Partner – 79.99%
 - Vestaco, as nominee for Doreen Saskin¹ – Limited Partner – 20.00%²

Collectively Deaja, Alan Saskin and Vestaco are referred to as the “Partners”.

3. During 2015, in contemplation of and in conjunction with a bond offering in Israel (the “Israel Bond Offering”), Bay LP transferred Downsview Park to UCI and various other Bay LP nominees to Cumberland, as referenced in Section 1.0.4 of this Report (the “Transfers”). A more detailed description of the Transfers is provided in the Monitor’s Second Report, dated December 6, 2016 (the “Second Report”). A copy of the Second Report is attached as Appendix “G”, without appendices.
4. The Transfer by Bay LP to Cumberland contained the following sequential steps:
 - (i) Urbancorp Cumberland 1 GP Inc. (“Cumberland GP”) was incorporated;
 - (ii) Cumberland is formed as a limited partnership, with Bay LP contributing \$1 in exchange for one (1) limited partnership unit of Cumberland; Cumberland GP contributed \$10 in exchange for ten (10) general partnership units in Cumberland;
 - (iii) Bay LP transferred its ownership interest in various entities/nominees to Cumberland in exchange for ninety-nine (99) limited partnership units in Cumberland;
 - (iv) Bay LP sold its one hundred (100) limited partnership units in Cumberland to UCI and, in exchange, received one (100) Class D Special Shares of UCI, being all the issued UCI Class D Special Shares; and
 - (v) Bay LP sold its one hundred (100) UCI Class D Special Shares to UHI and, in exchange, received one hundred (100) Class D Special Shares of UHI, being all the UHI Class D Special Shares.
5. The result of the foregoing transactions is:
 - UCI, directly and indirectly, owns 100% of Cumberland;
 - UHI owns all of the UCI Class D Special Shares; and
 - Bay LP owns all of the UHI Class D Special Shares.

¹ The Monitor has recently received documentation evidencing that Doreen Saskin is the beneficial owner of the Vestaco limited partnership interest in Bay LP. The sole shareholder of Vestaco is Urbancorp Power Holdings Inc. whose sole shareholder is UCI.

² Pursuant to a 2008 agreement, Vestaco is to receive a preferred return.

6. Subsequent to the Reorganization, Bay LP's major assets consisted of the Woodbine Property and the Bridlepath Property. Its other projects had been largely completed by the time of the Reorganization. Currently, the main asset of Bay LP is cash generated from the sale of the Woodbine Property and the Bridlepath Property³.
7. Pursuant to the Claims Procedure Order, the Monitor has received various claims in the Bay CCAA Entities proceedings. Set out below is a summary of the admitted and disputed claims:

	(\$000's)
Admitted	
Homeowners' deposits	7,113
Third party creditors (including a portion of the TFCC Claims)	1,661
Intercompany	540
Total	9,314
Disallowed:⁴	
TFCC	6,014
Employees	2,400
Tarion Warranty Corporation ("Tarion") ⁵	716
Total	9,130
Total admitted and disputed claims	18,444

8. In addition to the above, at the commencement NOI Proceedings, Bay LP had the following indebtedness, which was secured by mortgages on the Woodbine Property and Bridlepath Property:

Re Woodbine:	
Laurentian Bank ("LBC") and TFCC ⁶	\$4.725 million ⁷
Re Bridlepath	
Atrium Mortgage Investment Corporation ("AMIC") and TFCC	\$10.35 million ⁶

The above mortgages were repaid by KSV after the sales of the Woodbine Property and the Bridlepath Property. The Court Order dated September 30, 2016 authorized KSV to repay these mortgages.

³ The cash balance as at June 30, 2017 was approximately \$19.893 million.

⁴ The Disallowed claims do not include a potential \$8 million claim that may be asserted by UCI. Counsel for UCI has advised that it may be seeking to bring a claim against Bay LP, and others, in respect of promissory notes issued by Bay LP that were determined to be invalid by the Court.

⁵ Tarion originally filed claims totaling \$349 million. Tarion has reduced its claim to \$716,000.

⁶ TFCC had a \$2.1 million subordinated participation in the mortgage registered on title to the Woodbine Property by LBC.

⁷ The amounts set out were the principal amounts of the loans as at April 25, 2016. The amounts paid by the Monitor to the mortgagees were \$5,476,860 and \$11,594,927 for Woodbine and Bridlepath, respectively.

2.3 UCI

1. UCI is a wholly-owned subsidiary of UHI. The original capital structure of UCI is believed to have consisted of Common, Special Class "A", Special Class "B", Special Class "C", Special Class "D" and Special Class "E" shares. On May 13, 2016, additional classes of UCI special shares were created. UHI is the holder of all the shares of all the classes of UCI shares.
2. UCI is a holding company which the Monitor understands was established for the purpose of raising funds through the Israel Bond Offering. The Israel Bond Offering, which closed in December, 2015, raised approximately \$64.2 million before costs and reserves for future interest and expenses totalling approximately \$6.2 million. The net proceeds received by UCI from the Israel Bond Offering totaled approximately \$58 million (the "Proceeds").
3. The Proceeds were utilized to repay existing secured debt owing by various entities in the Urbancorp Group and for general working capital purposes
4. As reflected in the table below, all but \$6.4 million⁸ of the Proceeds were used to repay existing obligations, including the "participation fees" to TFCC totalling \$2,239,390. Except for the Downsview Park loan from Mattamy, TFCC administered all the loans listed below on its own behalf and on behalf of the other lenders. A copy of the TFCC discharge statements for each of the loans listed below, except for Downsview Park, is attached as appendices "H-1" to "H-7". These discharge statements set out the participation fee, as applicable, and that TFCC administered the loans for MCAN, Laurentian Bank of Canada ("LBC") and Atrium Mortgage Investment Corporation ("AMIC").

Secured Creditor	Property	Amount (\$000's)
TFCC	St. Clair Village	2,251
	Lawrence	2,727
	Mallow	2,874
	Patricia	2,420
	1071 King	2,113
	Edge	3,110
	Miscellaneous	723
		<u>16,218</u>
MCAN	St. Clair Village	5,421
	Lawrence	<u>5,832</u>
		<u>11,253</u>
Mattamy	Downsview Park	10,095
LBC	Patricia	7,200
AMIC	Mallow	<u>6,856</u>
		<u><u>51,622</u></u>

⁸ The \$6.4 million was used for general working capital purposes.

2.4 UHI

1. UHI is a holding company established to hold all the issued shares of UCI. Alan Saskin is believed to be the owner of all the UHI common shares. UHI, similar to UCI, is believed to have originally had Common, Special Class "A", Special Class "B", Special Class "C", Special Class "D" and Special Class "E" shares. On May 13, 2016, additional classes of UHI special shares were created. It does not appear that any of the new classes of shares were issued. The owners of the various Special Class shares are entities/parties which transferred assets or entities to UCI in a series of apparently tax driven transactions. Bay LP received all the UHI Special Class "D" shares.
2. The UHI Class D Special Shares have various attributes and are non-voting. The most significant attribute is that these shares entitle Bay LP to only receive, as a dividend, the net proceeds paid by UCI on its Class D Special Shares. The UCI Class D Special Shares, which are also non-voting, entitle the shareholder, UHI, to receive a dividend equal to the "Class D Available Funds". The holder of the UCI Class D Special Shares shall not be entitled to any dividends other than or in excess of the Class D Available Funds. The Class D Available Funds is equal to:
 - a) The proceeds received by UCI in respect of the assets that were transferred by Bay LP to Cumberland, including proceeds from disposition, rental income and dividends,

less:
 - b) any direct costs associated with the particular proceeds; and

less:
 - c) any direct or indirect taxes or the like assessed against UCI in respect of the particular proceeds.
3. A copy of UHI's Articles of Incorporation setting out its share terms is attached as Appendix "I". A copy of UCI's Articles of Incorporation setting out its share terms is attached as Appendix "J".
4. On December 22, 2015, UHI and TFCC entered into a \$12 million loan agreement ("Original UHI Loan"). The purpose of the Original UHI Loan was to have UHI advance the proceeds to UCI to enhance UCI's equity capital. A copy of the term sheet for the Original UHI Loan is attached as Appendix "K". On the same day, UCI confirmed, among other things, that it would contribute the \$12 million proceeds from the Original UHI Loan to Urbancorp Investco Inc. ("Investco"). Investco would utilize the \$12 million to co-invest with TFCC in syndicated loans or loans secured by properties located in the Greater Toronto Area. A copy of the UCI confirmation of this loan is attached as Appendix "L".
5. In connection with the Original UHI Loan, TFCC received the Guarantee dated December __, 2015⁹ from each of the shareholders of UHI and Urbancorp (Valermo)

⁹ The Guarantee is blank as to the date in December.

Inc. (“Valermo”) and were granted security by the guarantors, including the TFCC Mortgages granted on the Woodbine Property and the Bridlepath Property. A copy of the Guarantee is attached as Appendix “M”.

6. On February 5, 2016, TFCC confirmed by e-mail that certain escrow conditions under the Original UHI Loan had not been fulfilled. TFCC also confirmed that it had received a return of the funds held in escrow. A copy of the TFCC February 5, 2016 e-mail is attached as Appendix “N”.
7. On March 6, 2016, a new term sheet was provided by TFCC to UHI for a \$10 million loan (the “New UHI Loan”). A copy of the term sheet for the New UHI Loan is attached as Appendix “O”. The purpose of the New UHI Loan was to make an advance to enhance UCI’s equity capital; it is uncertain whether the advance was a shareholder’s loan or whether there was a subsequent new share capital subscription. UCI used the proceeds of the New UHI Loan to pay a significant portion of an outstanding Harmonized Sales Taxes (“HST”) obligation owing by Edge on Triangle Park Inc. (“Edge”). Edge is a nominee for Urbancorp Cumberland 2 LP (“Cumberland 2”), which was formed as part of the Reorganization and is wholly-owned by UCI.¹⁰
8. Conditions precedent for the New UHI Loan included:
 - Guarantees from Alan Saskin, TCC/Urbancorp (Bay/Stadium) LP (“Bay/Stadium”), Bay LP, UTMI, Woodbine, Bridlepath, TCC/Urbancorp (Stadium Road) LP, Valermo and The Webster Family Trust;
 - Mortgages were to be provided by various guarantors, including on the Woodbine Property and the Bridlepath Property. The mortgage security provided under the Original UHI Loan would be used for the New UHI Loan;
 - Alan Saskin or an Urbancorp Group entity, other than UCI or any of UCI’s direct or indirect subsidiaries, was to advance \$2.25 million so that UCI could pay \$12 million towards Edge’s HST liability.
9. The advances under the New UHI Loan were made on March 9, 2017 (“Advance Date”) by TFCC to Harris Sheaffer LP (“HS”), legal counsel to the Urbancorp Group. HS received \$9.75¹¹ million from TFCC and received \$2.25 million from Urbancorp Group entities. HS remitted \$12 million to Canada Revenue Agency (“CRA”) in respect of the Edge HST liability. The Urbancorp Group entities that funded the \$2.25 million were UCI (\$1.15 million) and Urbancorp Management Inc. (\$1.1 million). After the \$12 million remittance to CRA, Edge continued to be indebted to CRA in the amount of approximately \$2.5 million. A copy of the Edge HST account from CRA is attached as Appendix “P”.
10. At or about the same time of the New UHI Loan, both UHI and Valermo acknowledged that they requested that, in the event that TFCC or Terra Firma (Valermo) Corporation purchased Valermo’s 50% interest in the Valermo Co-Tenancy with Mattamy Homes, the purchase price should be applied against the

¹⁰ These assets, among others, were transferred by TCC/Urbancorp (Bay/Stadium) LP in return for non-voting Class E Special Shares.

¹¹ The amount advanced to HS by TFCC was \$9.75 million, being \$10 million, less \$250,000 for fees/costs.

New UHI Loan (the “Acknowledgement”). The purchase price for Valermo’s 50% interest, depending on future events, ranges between \$5 million and \$7 million. A copy of the Acknowledgement is attached as Appendix “Q”. TFCC purchased Valermo’s 50% interest in the Valermo Co-Tenancy in May, 2016.

3.0 TFCC Claims

1. As noted, TFCC filed separate secured claims against Woodbine, Bridlepath and Bay LP, as follows:

- Woodbine, \$6,512,875;
- Bridlepath, \$6,230,764; and
- Bay LP \$6,013,865.

The majority of each claim (\$6,013,865) represents the balance of the New UHI Loan, after applying a \$5 million purchase price for Valermo’s interest in the Valermo Co-Tenancy by TFCC against the New UHI Loan. Summaries of the TFCC claims are set out in the paragraphs that follow. The amount in excess of \$5 million represents interest and costs to November 22, 2016.

2. A copy of the TFCC claim filed against Woodbine (\$6,512,875) is attached as Appendix “C-1”. A summary of the claim is:

- Balance owing on the New UHI Loan \$ 6,013,865
- Additional fees, interest and expenses regarding the Woodbine project \$ 499,010

3. A copy of the TFCC claim filed against Bridlepath (\$6,230,764) is attached as Appendix “C-2”. A summary of the claim is:

- Balance owing on the New UHI Loan \$ 6,013,865
- Additional fees, interest and expenses regarding the Bridlepath project \$ 216,899

4. A copy of the TFCC claim filed against Bay LP (\$6,013,865) is attached as Appendix “C-3”. This claim is solely in respect of the balance owing on the New UHI Loan.¹²

5. In the event that the TFCC Motion is successful, the amount owing to TFCC by the Bay LP CCAA Entities would be \$6,729,773, as estimated below. This is prior to additional costs and interest since the date the Claims were filed, as well as the issue of the purchase price adjustment on Valermo’s interest in the Valermo Co-Tenancy.

- Balance owing on New UHI Loan, including interest and expenses \$6,013,865

¹² The security related to this claim is limited to any and all personal property situated on or in any way relating to the Bridlepath Property and the Woodbine Property.

• Fees, interest and expenses regarding the Woodbine project	499,010
• Fees, interest and expenses regarding the Bridlepath project	216,899
Total	<u>\$6,729,774</u>

4.0 Effects on New UHI Loan

1. As set out in Section 2.4.7, the proceeds of the New UHI Loan were used to make an advance to UCI, which utilized the funds to reduce the Edge liability to CRA. The effect of the New UHI Loan at the Advance Date, as it applies to UCI, was to create a new liability (to UHI) and increase UCI's investment in Edge, which was likely an insolvent entity at the Advance Date. The combined UCI/UHI financial position was not enhanced by the New UHI Loan.
2. The Books and Records disclose that none of the proceeds of the New UHI Loan was, directly or indirectly, provided to Bay LP.
3. The proceeds of the New UHI Loan did not and could not increase the Class D Available Funds.
4. The result of the New UHI Loan is that Bay LP provided the Guarantee and the related security without receiving any economic benefit, directly or indirectly.

5.0 Solvency of Bay LP

5.1 Definition of Insolvent Person

1. As Woodbine and Bridlepath are nominee entities for Bay LP, a solvency analysis for Bay LP has been prepared by the Monitor. The solvency analysis and the Monitor's conclusions thereon are provided in the paragraphs that follow in this section.
2. Section 2 of the BIA defines an insolvent person to mean "a person who is not bankrupt and who resides, carries on a business or has property in Canada, whose liabilities to creditors payable as claims under this Act amount to one thousand dollars and:
 - (a) who is, for any reason, unable to meet his obligations as they generally become due, or
 - (b) who has ceased paying his current obligations in the ordinary course of business generally as they become due, or
 - (c) the aggregate of whose property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due."

Items (a) and (b) are colloquially referred to as the "cash flow" test and item (c) is colloquially known as the "balance sheet" test.

5.2 Balance Sheet

1. The Monitor has reviewed the Books and Records of Bay LP (including Woodbine and Bridlepath) as at March 31, 2016. The March 31, 2016 date was used as the Books and Records generally reflect balances at month end (adjustments were made, where necessary, to reflect balances as at the Advance Date). The Bay LP balance sheet has been adjusted to estimate the fair valuation of Bay LP's assets, as well as to correct certain liability amounts. Set out below is the Bay LP estimated balance sheet at the Advance Date, both at book value and at the estimated fair valuation:

Bay LP Estimated Balance Sheet March 31, 2016 (\$000's)			
	Book Value	Fair Value Adjustments/ Corrections	Fair Valuation
Assets			
Bank and sundry	212		212
Investments and advances			
– UCI	12,143	(12,143)	-
– Bay/Stadium	3,383	(3,383)	-
– UTMI	425	(425)	-
Land	22,779	13,432	36,211
	<u>38,942</u>	<u>(2,519)</u>	<u>36,423</u>
Liabilities			
Accounts payable and sundry	1,053	(39)	1,014
Intercompany – Cumberland 1LP	220	320	540
– Downsview	4,186	(4,186)	-
– Other	-	95	95
Loans – Saskin	517		517
– First Capital Realty	2,651	(2,651)	-
Mortgages	15,368	443	15,811
Purchasers' deposits	7,114		7,114
	<u>31,109</u>	<u>(6,018)</u>	<u>25,091</u>
Contingencies ¹³	-	10,000	10,000
Partners' Equity	7,833	(2,519)	1,332
	<u>38,942</u>	<u>(1,463)</u>	<u>36,423</u>

Based on the above, it appears that Bay LP had equity of approximately \$1.3 million, after giving effect to the \$10 million Guarantee.

¹³ Contingencies include the \$10 million Guarantee to TFCC but does not include the potential \$8 million UCI claim made by the Foreign Representative.

2. Explanations of the Fair Value Adjustments and Corrections are provided on Exhibit "1".

5.3 Cash Flow Test Analysis

5.3.1 Summary of Liabilities

5.3.1.1 Mortgages - \$15,811,243

1. Excluding the TFCC Mortgages (which are subject to the Disallowances), the Woodbine Property and the Bridlepath Property each had a mortgage at the Advance Date. A description of each mortgage is described below.
 - a) Woodbine Property
 - (i) The Woodbine Property had a mortgage ("Woodbine Mortgage") with the principal amount owing of \$4,725,000 at the Advance Date. The Woodbine Mortgage was granted in favour of LBC pursuant to a loan made by LBC in January, 2014 ("LBC Loan"). TFCC is a participant in the LBC Loan, with LBC having contributed \$2,625,000 and TFCC having contributed \$2,100,000.
 - (ii) The LBC Loan matured on February 1, 2016 and LBC did not extend the maturity date on the loan. On February 4, 2016, LBC made demand for repayment and issued a Notice of Intention to Enforce Security under Section 244 of the BIA (the "Section 244 Notice"). A copy of the Section 244 Notice, together with demand for repayment, is attached as Appendix "R".
 - (iii) LBC was also part of a banking syndicate, led by Canadian Imperial Bank of Commerce ("CIBC"), that provided a loan to finance the Urbancorp (Leslieville) Developments Inc. ("Leslieville") project. Leslieville is a nominee and subsidiary of Bay/Stadium. By mid-2015, Leslieville was in default on the loan from the CIBC-led syndicate. As a result of this default, LBC advised the Urbancorp Group that it would not be renewing or extending any loans to any Urbancorp Group entity upon maturity, including the LBC Loan.
 - (iv) On March 4, 2016, LBC issued a Notice of Sale under Mortgage in respect of Woodbine, a copy of which is attached as Appendix "S".
 - (v) At the Advance Date, the amount owing under the LBC Loan was \$5,075,428.
 - (vi) The LBC Loan was repaid in October, 2016 from the proceeds of the sale of the Woodbine Property in the sale process conducted in these insolvency proceedings.

b) Bridlepath Property

- (i) The Bridlepath Property had a mortgage (“Bridlepath Mortgage”) with a principal amount owing of \$10,350,000. The Bridlepath Mortgage, dated March 20, 2014, was granted in favour of AMIC and TFCC.
- (ii) The Bridlepath Mortgage, which required monthly interest payments only, ceased being serviced after January, 2016. As at the Advance Date, the arrears on the Bridlepath Mortgage were in excess of \$350,000, including interest arrears and a default interest bonus. At the Advance Date, the amount owing on the Bridlepath Mortgage was \$10,735,815.
- (iii) AMIC and TFCC issued a Notice of Sale under Mortgage on April 11, 2016, a copy of which is attached as Appendix “T”.
- (iv) The Bridlepath Mortgage was repaid in October, 2016 from the proceeds of sale of the Bridlepath Property in the sale process conducted by KSV.

5.3.1.2 Purchasers’ Deposits - \$7,113,000

- (i) In the normal course, individuals who purchased homes (“Purchasers”) paid deposits to the builder (“Purchasers’ Deposits”). The Purchasers’ Deposits would be applied against the purchase price of the homes upon closing of the sale of home. As such, at the Advance Date and in the period preceding the Advance Date, no amounts would have been due to be paid to the Purchasers as there was an expectation that each development would be completed. Bay LP did not complete the homes purchased on the Woodbine or the Bridlepath projects, as the Woodbine Property and the Bridlepath Property were sold as vacant land. In each instance, the purchasers of the land, pursuant to the sale process conducted in the Bay CCAA Proceedings, did not assume the obligations under the agreements of purchase and sale with the Purchasers.
- (ii) The Purchasers have admitted claims for the amounts of the Purchasers’ Deposits and will likely receive full repayment of the Purchasers’ Deposits, provided the TFCC Motion is unsuccessful.

5.3.1.3 Accounts Payable and Accrued Liabilities - \$1,013,519

1. Attached as Appendix “U” is a summary of the estimated accounts payable and accrued liabilities. As set out in Appendix “U”, the Monitor reviewed substantially all of the accounts (98% by value). As set out in Appendix “U”, virtually all of the obligations were past due as at the Advance Date.

5.3.1.4 Related Parties - \$1,152,000

1. The related party liabilities consist of Cumberland (\$540,000), Alan Saskin (\$517,000), Edge (\$85,919) and TCC/Urbancorp (Stadium Road) LP ("Stadium Road") (\$8,869). The related parties' liabilities have no specific terms of payment. All related parties, except Stadium Road, are in insolvency proceedings. Any recoveries by these parties will be paid to their creditors (except Stadium Road). Stadium Road is owned by Alan Saskin, who filed a Proposal under the BIA.

5.4 Payments by Other Parties

1. In the normal course, other entities, notably UTMI, would make payments on behalf of Woodbine and Bridlepath. The Books and Records indicate that UTMI paid \$1,064 on behalf of Woodbine and Bridlepath during the period from January 1, 2016 to the Advance Date. The Books and Records do not indicate that any other Urbancorp Group entity made any payments on behalf of Bay LP during this period. This indicates that the liabilities of Bay LP were not being paid during this period by other Urbancorp Group entities.

5.5 Conclusion

1. At the Advance Date, it appears that:
 - (a) The assets of Bay LP, at fair valuation, appear to have been sufficient to enable the payment of all Bay LP's obligations; and
 - (b) Bay LP's liabilities, excluding liabilities to related parties (which had no fixed terms of repayment) and to Purchasers, consisted of the Woodbine Mortgage (\$5,075,428), the Bridlepath Mortgage (\$10,735,815) and the accounts payable and accrued liabilities (\$1,013,519). Bay LP had ceased paying all such liabilities as they generally became due and/or was unable to meet its obligations generally as they became due.

6.0 TFCC'S Knowledge of Urbancorp Group's Financial Circumstances

6.1 Relationship with Urbancorp Group

1. TFCC was deeply involved with the Urbancorp Group at and prior to the Advance Date. The relationships between TFCC, including Dov Meyer (formerly TFCC's Chief Executive Officer) and the Urbancorp Group included:
 - assisting in arranging first mortgage financing at various projects;
 - participating in first mortgage financing on various projects;
 - providing mezzanine financing on various projects; and
 - assisting in the debt financing in the Israel Bond Offering.
2. Set out below is information that reflects TFCC's knowledge of Urbancorp Group's financial situation at and prior to the Advance Date.

6.2 First Mortgages

1. As set out in Section 2.2 of this Report, TFCC arranged and participated in both the Woodbine Mortgage and the Bridlepath Mortgage.
 - (i) As a result of the default on the CIBC led syndicate loan on the Leslieville project during 2015, LBC advised the Urbancorp Group that it would not be renewing or extending loans to any Urbancorp Group entity. Specifically, by letter dated December 18, 2015, LBC advised Woodbine that it would not be renewing the Woodbine Mortgage; the December 18, 2015 LBC letter was copied to TFCC, which is a participant in the Woodbine mortgage. A copy of the December 18, 2015 LBC letter is attached as Appendix "V". On February 4, 2016, the Woodbine Mortgage matured and LBC made demand for repayment and issued a Section 244 Notice (see Appendix "R"). LBC included TFCC in its notices on the Woodbine Mortgage. The Woodbine Mortgage was not repaid and LBC commenced enforcement actions prior to the Advance Date. TFCC was kept informed of LBC's actions. According to Management, TFCC had previously advised that it was concerned that obligations on the Woodbine Property (Mortgage, Purchasers' Deposits and other claims) exceeded the value of the Woodbine Property.
 - (ii) TFCC, together with AMIC, were the mortgage lenders on the Bridlepath Property and commenced enforcement proceedings on April 11, 2016. At that time and prior to the Advance Date, the Bridlepath Mortgage was in arrears. According to Management, prior to the advance date, TFCC introduced a potential buyer for the Bridlepath Property. Mr. Meyer advised Management that the potential buyer's offer would be less than the sum of the amount owing on the Bridlepath Mortgage and the Purchasers' Deposits. Mr. Meyer advised Mr. Saskin that TFCC's view was that the Woodbine Property and the Bridlepath Property would not generate proceeds to satisfy any portion of the \$10 million note (New UHI Loan).
 - (iii) TFCC arranged both the Woodbine Mortgage and the Bridlepath Mortgage. For arranging these mortgages, Bay LP was required to make additional payments to TFCC. For arranging the Woodbine Mortgage, TFCC was to receive an additional payment of no less than \$452,000. For arranging the Bridlepath Mortgage, TFCC was to receive \$200,000. A copy of the agreement for the Woodbine Mortgage additional payment is attached as Appendix "W" and a copy of the agreement for the Bridlepath Mortgage additional payment is attached as Appendix "X".

6.3 Mezzanine Financing

1. TFCC provided mezzanine financing to numerous Urbancorp Group entities. During the latter part of 2014 and throughout 2015, the Urbancorp Group required liquidity and was having difficulty servicing its various loans, including its loans from TFCC. In order to keep the TFCC loans from going into arrears, TFCC extended or renewed loans at higher loan amounts, the effect of which was to keep the TFCC loans current.

2. Examples of TFCC extending or renewing loans at higher loan levels include:
 - Loan renewal for Lawrence dated October 5, 2015. The loan was increased to \$7,953,495 to include accrued interest of \$483,496 from the initial advance date. The loan renewal for Lawrence is attached as Appendix “Y”.
 - Loan renewal for St. Clair Village dated November 24, 2015. The loan was increased to \$7,380,000 to include accrued interest of \$450,000 from the initial advance date. The loan renewal for St. Clair Village is attached as Appendix “Z”.
 - Loan amendment for Leslieville, Bovest Inc. and Westside Gallery Lofts Inc. dated September 28, 2015. The loan amendment included the deferral of payments of outstanding amendment fees payable of \$21,000 and \$74,000, which had been due by September 1, 2015. A copy of the loan amendment letter is attached as Appendix “AA”.
3. In addition to the items mentioned in (2) above, the Urbancorp Group had requested TFCC to relax the interest payment terms by deferring interest that was due. Attached as Appendix “BB” is an e-mail chain between TFCC and Urbancorp Group from July 29, 2015 through August 17, 2015. On July 29, 2015, Urbancorp Group requested the accrual portion of the interest on the Lawrence loan be increased from 3% to 5%.

6.4 Israel Bond Offering

1. Management has advised that in the latter part of 2014, Mr. Meyer initiated the idea of the Urbancorp Group raising debt in the Israeli public financial markets. Attached as Appendix “CC” is an e-mail chain initiated by Mr. Meyer on December 11, 2014. Alan Saskin forwards the e-mail to Urbancorp Group’s CFO and Urbancorp Group’s Accountant, indicating that Mr. Meyer “will explore raising \$100 million for us in Israel” and attaching a form of spreadsheet that is preferred by Mr. Meyer. One purpose of raising debt in Israel was to reduce or replace a portion of Urbancorp Group’s then existing loans, including those owing to TFCC. Mr. Meyer arranged for and travelled with Mr. Saskin in spring 2015 to meet with underwriters and professionals to commence the Israel Bond Offering discussions. Mr. Meyer travelled with Mr. Saskin on subsequent trips to Israel to advance and finalize the Israel Bond Offering during 2015.
2. As reflected in Section 2.3.3 above, a substantial portion of the Proceeds were used to reduce obligations owing to TFCC.
3. TFCC also provided the New UHI Loan to enable UCI to obtain the additional equity infusion required under the Israel Bond Offering. The proceeds of the New UHI Loan were used to reduce Edge HST arrears. For his involvement in the Israel Bond Issue, Management has advised that Mr. Meyer requested a fee of \$500,000.

7.0 Conclusions

1. Based on the Monitor's review, the following conclusions can be made:
 - (i) Bay LP was insolvent at the Advance Date;
 - (ii) Bay LP received no benefit or consideration in granting the Guarantee and the related security;
 - (iii) TFCC was aware, both before and at the Advance Date, of the Urbancorp Group's financial circumstances generally and Bay LP's specifically;
 - (iv) that the effect of the Guarantee and related security will be to defeat or hinder the recoveries of the other creditors of Bay LP, namely the Purchasers; and
 - (v) the granting of the Guarantee and related security was oppressive, unfairly prejudicial to or unfairly disregarded the interests of Bay LP's other creditors, particularly the Purchasers.

8.0 Recommendations

1. Based on the foregoing, the Monitor recommends the Court make an order as set out in Section 1.1.1(b).

* * *

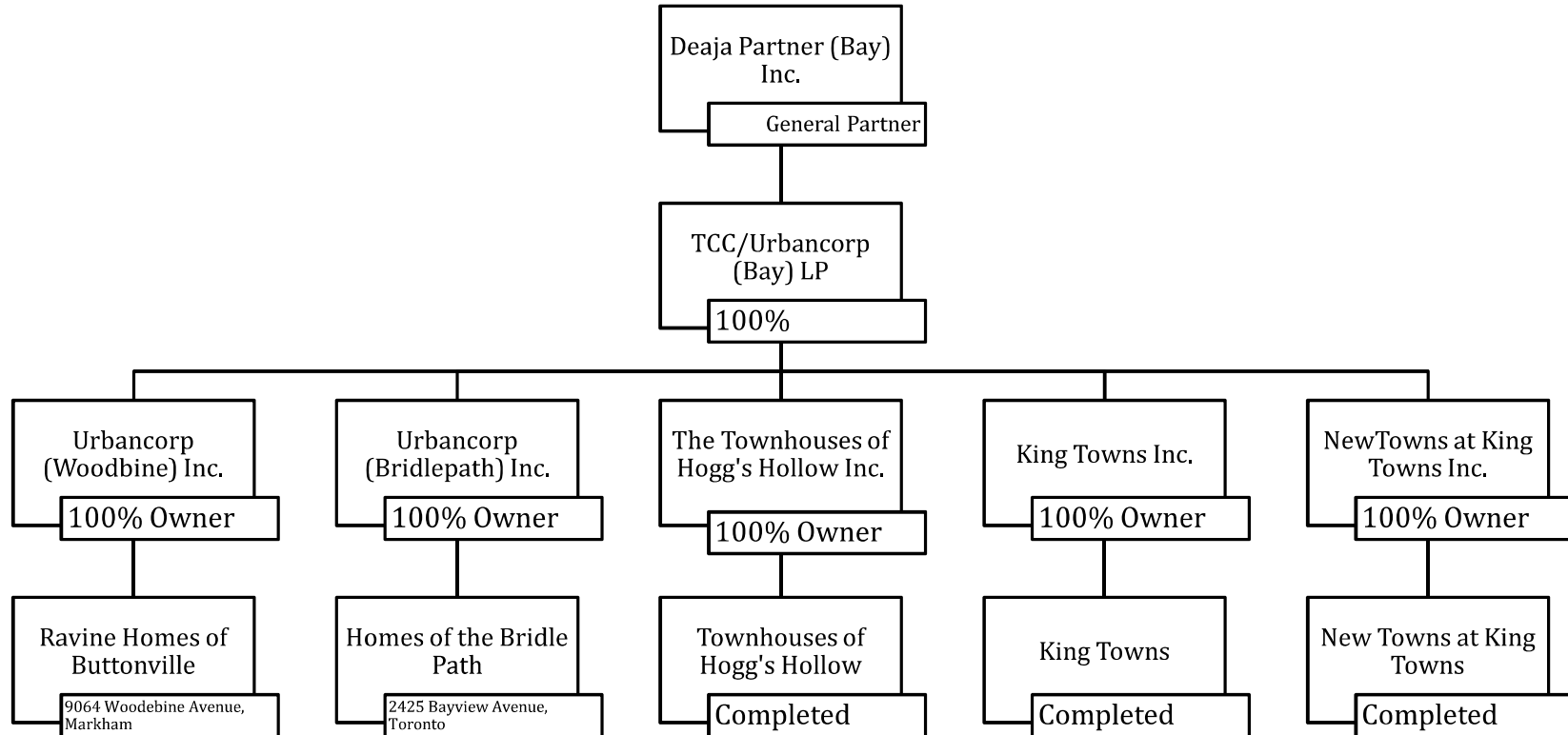
All of which is respectfully submitted,



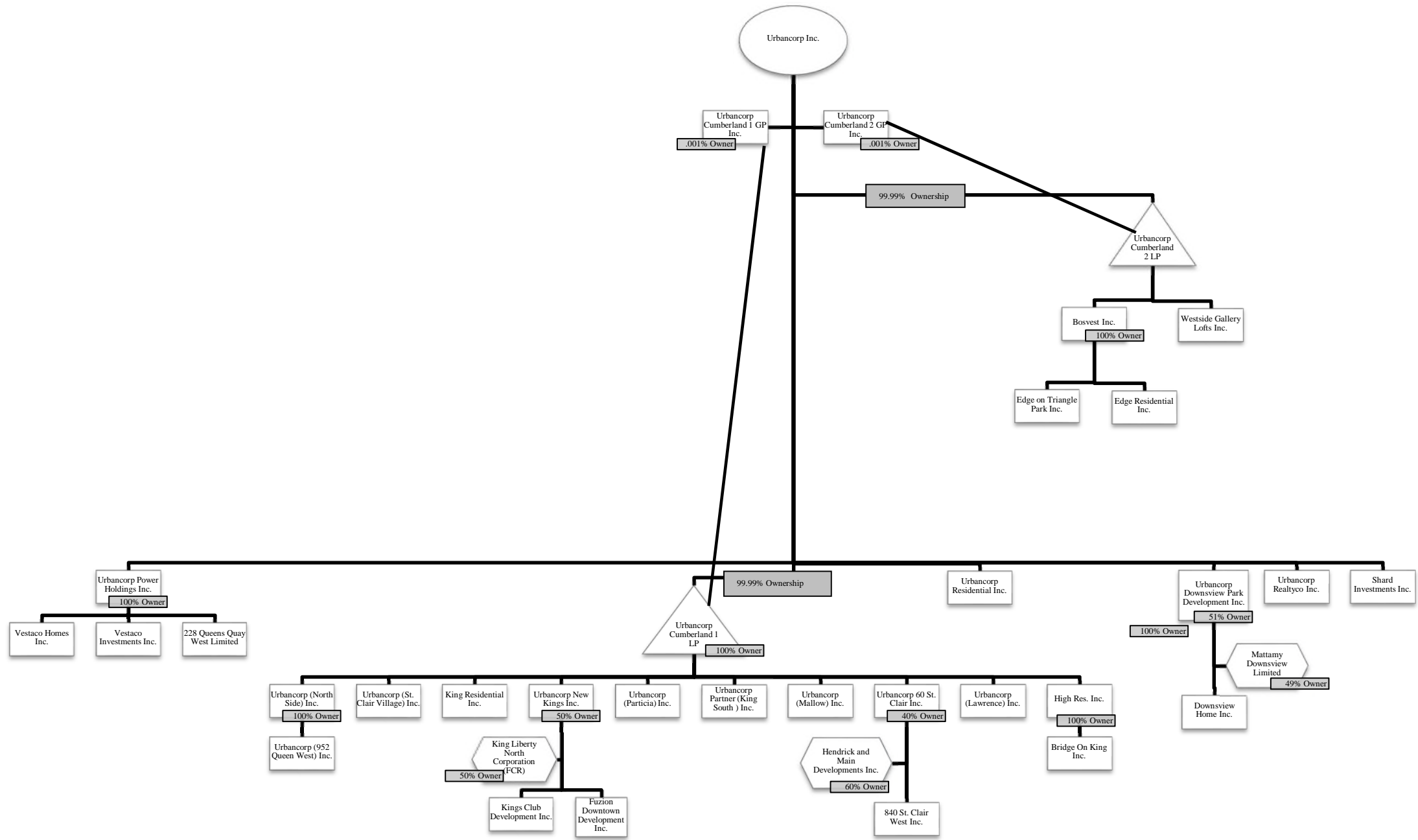
**KSV KOFMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF
URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC.,
DEAJA PARTNER (BAY) INC. AND TCC/URBANCORP (BAY) LIMITED PARTNERSHIP
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “B”

TCC/URBANCORP (BAY)



Appendix “C”



Appendix “D”

TCC/Bay Bancorp Limited Partnership
Allocation of Income from 2008 to 2016
(unaudited; \$)

Description	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Bay LP income	1,370,510	(2,124,947)	(158,617)	(47,075)	(158,851)	22,235,572	(7,692,530)	(4,257,239)	12,865,489	22,032,312
Allocation to Vestaco Investments Inc. (\$)	-	-	-	-	-	7,727,477	(1,538,506)	-	309,670	6,498,641
Allocation to Vestaco Investments Inc. (%)	0%	0%	0%	0%	0%	35%	20%	0%	2%	29%
Allocation to Alan Saskin (\$)	1,370,510	(2,124,947)	(158,617)	(47,075)	(158,851)	14,508,095	(6,154,024)	(4,257,239)	12,555,820	15,533,671
Allocation to Alan Saskin (%)	100%	100%	100%	100%	100%	65%	80%	100%	98%	71%

Appendix “E”

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC. AND URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND DEAJA PARTNER (BAY) INC. (COLLECTIVELY, THE "APPLICANTS")

AND IN THE MATTER OF TCC URBANCORP (BAY) LIMITED PARTNERSHIP

MINUTES OF SETTLEMENT

PARTIES:

GUY GISSIN, in his capacity as Israeli court-appointed functionary ("**Functionary**") of Urbancorp Inc. ("**UCI**") and trustee of the claims of the bondholders of UCI pursuant to a Plan of Arrangement, and not in his personal capacity, of the First Part

TERRA FIRMA CAPITAL CORPORATION, a corporation organized and existing under the laws of the Province of Ontario ("**TFCC**"), of the Second Part,

DOV MEYER ("**Meyer**"), in his personal capacity, of the Third Part,

KSV KOFMAN INC. ("**KSV**"), solely in its capacity as Monitor of TCC/Urbancorp (Bay) Limited Partnership

(collectively, the "**Parties**")

RECITALS:

- A. TFCC has commenced a motion (the "**TFCC Motion**") in the Ontario Superior Court of Justice (Commercial List) (the "**Ontario Court**") seeking to appeal the disallowance of

its secured claims (the "**Secured Claim**") against, among others, TCC/Urbancorp (Bay) Limited Partnership ("**TCC Bay**") in the aggregate amount of \$5,565,907, inclusive of interest and costs as at January 1, 2019(the "**Indebtedness**"). In the alternative, TFCC is alleging that if it does not have a secured claim, it has an unsecured claim in tort against TCC Bay for an amount equal to the Indebtedness (the "**Alternative Claim**" and collectively with the Secured Claim, the "**TFCC Claims**").

- B. The TFCC Motion is currently scheduled to be heard on February 21, 2019.
- C. The Functionary has an allowed unsecured claim against TCC Bay in the amount of \$8,000,000, plus interest and costs, of which \$3,050,000 has previously been paid.
- D. The Functionary has also commenced legal proceedings against TFCC and Meyer in Israel in relation to their alleged participation in the issuance of the UCI bonds and the circumstances leading to UCI collapse (the "**Israeli Action**"). In addition to TFCC and Meyer, the Israeli Action names numerous other Defendants.
- E. TFCC has filed an Amended Proof of Claim claiming a secured claim in the amount of \$14,265,067.87 and an unsecured claim in the amount of \$2,894,901.01 against Alan Saskin in the Proposal proceedings of Alan Saskin. The Proof of Claim has been allowed, with the amount to be determined.
- F. The Functionary, TFCC and Meyer want to resolve all matters as between them, which will allow the Monitor to distribute the proceeds that the Monitor currently holds in connection with Urbancorp (Woodbine) Inc. ("**Woodbine**"), Urbancorp (Bridlepath) Inc. ("**Bridlepath**") and TCC Bay, and to otherwise settle matters between UCI and TFCC.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby agree as follows:

1. KSV and the Functionary will not oppose the TFCC Motion.
2. Subject to an Order from the Ontario Court granting the TFCC Motion and approving these Minutes of Settlement, UCI shall be entitled to receive, in

respect of the TFCC Claims and security in relation to TCC Bay assigned to it pursuant to paragraph 4 below and in respect of UCI's unsecured claim against TCC Bay, all amounts to be distributed from the Applicants' estate, other than validly determined claims previously asserted against the Applicants, and claims for which the Monitor has currently reserved funds.

3. TFCC hereby irrevocably authorizes and directs the Monitor to pay the distribution referred to in paragraph 2 of these Minutes of Settlement directly to the Functionary in satisfaction of its obligations hereunder and in consideration for the releases contemplated herein.
4. TFCC hereby irrevocably assigns to the Functionary any and all claims and security that it has against Woodbine, Bridlepath, and TCC Bay, as well as Alan Saskin, including but not limited to those claims against Alan Saskin set out in its Amended Proof of Claim in respect of the Proposal of Alan Saskin dated July 6, 2017, a copy of which is attached hereto as Appendix "A". TFCC makes no representations or warranties regarding the claims and security being assigned to the Functionary.
5. These Minutes of Settlement shall be subject to approval of both the Ontario Court and the Israeli District Court for Tel Aviv-Jaffa ("**Israeli Court**") and shall take effect on the first Business Day following the date on which the Settlement Orders, as defined in paragraph 7 below, become final in their respective jurisdictions. Business Day shall mean a day, other than Saturday or Sunday, when banks are generally open for business in Toronto, Ontario and Tel Aviv, Israel.
6. TFCC and UCI shall jointly seek approval from the Ontario Court of the terms of these Minutes of Settlement and the proposed distributions provided herein on notice to all affected parties. The TFCC Motion shall be returnable contemporaneously with the Ontario motion to approve these Minutes of Settlement. The form of order approving the settlement from the Ontario Court, which shall include an order granting the TFCC Motion, ("**Ontario**

Approval Order") shall be consistent with these Minutes of Settlement and be in a form acceptable to both Parties, acting reasonably. UCI shall seek approval of the Israeli Court ("**Israeli Approval Order**" and together with the Ontario Approval Order, the "**Settlement Orders**") and the form of the Israeli Approval Order shall also be consistent with these Minutes of Settlement and be in a form acceptable to both Parties, acting reasonably.

7. The Ontario Approval Order shall direct the Monitor to forthwith make the distributions provided in paragraph 2 above, forthwith upon both Settlement Orders becoming final in their respective jurisdictions.
8. The provisions of these Minutes of Settlement are not severable and in the event that the Settlement Orders contemplated hereunder are not received and the distributions paid, these Minutes of Settlement shall be of no force and effect and the parties will be restored to their respective positions as they existed immediately prior to execution of these Minutes of Settlement.
9. Immediately after the Settlement Orders become final orders in their respective jurisdictions, the TFCC Motion and the Functionary's claim against TFCC and Meyer in the Israeli Action shall both be considered settled and withdrawn with no orders as to costs. For clarity, save and except as provided for below, the settlement and withdrawal of the Israeli Action shall only operate as against TFCC and Meyer and not as against any other Defendant or other individual or entity. Further, upon the Settlement Orders becoming final, each Party hereby remises, releases and forever discharges the other Party (including their officers, directors, employees, shareholders and representatives) of and from all actions, causes of action, suits, debts, dues, accounts, contracts, claims and demands of every nature and kind howsoever arising, including but not limited to by statute or common law, by reason of the commission of a tort, breach of any contract or other agreement, or by reason of any breach of duty, which that Party ever had,

now has or may hereafter have against the other Party in any way related to UCI.

10. The Functionary further agrees that in the event that any party to the Israeli Action subsequently succeeds in obtaining judgment for contribution or indemnity against TFCC and/or Meyer, the Functionary shall reduce the amount to be recovered by the Functionary from such party by a corresponding amount, with the result that TFCC and Meyer shall not have any liability to any other party in the Israeli Action nor will they be required to pay the same party any payment as a result of such a claim, including any interim payment. Without limiting the generality of the foregoing, the parties acknowledge and agree that the intention of the parties in this regard is to ensure that TFCC and Meyer shall under no circumstances, whether pending appeal or otherwise, have any liability for any claims for contribution and indemnity asserted by any other party to the Israeli Action. The parties agree that nothing herein in any way reduces the liability of any other party or person to the Israeli Action.
11. In the event that final Settlement Orders are not obtained from both the Ontario Court and the Israeli Court within 90 days hereof (unless extended by the mutual consent in writing of TFCC and UCI), these Minutes of Settlement shall become null and void and shall not be admissible for the purpose of adjudicating the TFCC Motion or any other purpose and the TFCC Motion shall proceed on the basis of the current schedule, adjusted as necessary.
12. At this stage and until the end of the date for receipt of the final Settlement Orders, all proceedings in the Israeli Action involving TFCC and Meyer will be suspended. In the event that the final Settlement Orders are not obtained by either the Israeli Court or the Ontario Court, the proceedings in the Israeli Action against TFCC and Meyer shall continue.

13. These Minutes of Settlement shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Nevertheless, Israeli law shall apply to all proceedings in Israel, the Israeli Action, and to the parties' undertakings in connection therewith.
14. Time shall be of the essence herein.
15. These Minutes of Settlement may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of such counterparts shall together constitute one and the same instrument. Any Party may execute these Minutes of Settlement via scanned portable document format sent via electronic mail.
16. These Minutes of Settlement, together with any agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties.

DATED as of the 28th day of January, 2019.

GUY GISSIN, in his capacity as Court-Appointed Functionary and Foreign Representative of URBANCORP INC., and not in his personal or corporate capacity

TERRA FIRMA CAPITAL CORPORATION

By: 

Name: *Glenn Watchorn*
Title: *President & CEO*



WITNESS



DOV MEYER

**KSV Kofman Inc, solely in its capacity as
Monitor of TCC Urbancorp (Bay) Limited
Partnership**

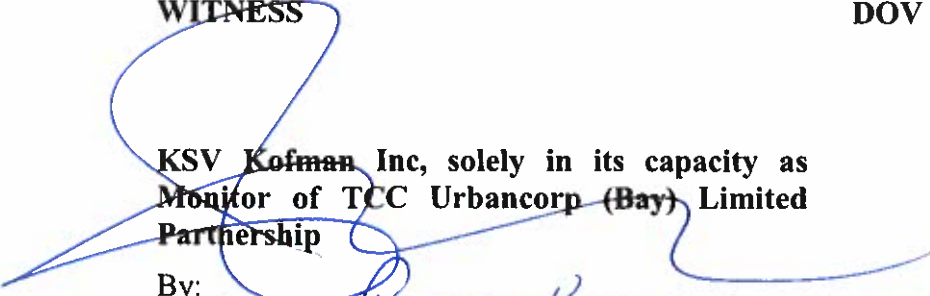
By: _____

Name:

Title:

WITNESS

DOV MEYER

KSV Kofman Inc, solely in its capacity as
Monitor of TCC Urbancorp (Bay) Limited
Partnership

By: _____

Name:

Title:

ROBERT KATMAN
PRESIDENT