

**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 TORONTO  
MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC.,  
URBANCORP (MALLOW) INC., URBANCORP  
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST)  
INC., KING RESIDENTIAL INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC.  
(collectively, the "Applicants") AND THE AFFILIATED  
ENTITIES LISTED IN SCHEDULE "A" HERETO**

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**MOTION RECORD  
(returnable August 30, 2021)**

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**Lawyers for the Urbancorp CCAA Entities**

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**ONTARIO  
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**NOTICE OF MOTION**

**THE APPLICANTS** will make a motion before the Honourable Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on Monday, August 30, 2021 at 8:30 AM, or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by ZOOM video conference as a result of the COVID-19 pandemic.

**THE MOTION IS FOR:**

1. an Order substantially in the form attached at Tab 3 of the Motion Record, *inter alia*:
  - (a) abridging the time for service of this Notice of Motion and the Motion Record so that the motion is properly returnable on August 30, 2021, and dispensing with service on any persons other than those served;
  - (b) extending the Stay Period (as defined in paragraph 17 of the Initial Order (as defined herein)) until and including November 30, 2021;

- (c) approving the Forty-Eighth Report of KSV Restructuring Inc., in its capacity as the monitor of the Urbancorp CCAA Entities (the “**Monitor**”), dated August 23, 2021 (the “**Forty-Eighth Report**”), and the Monitor’s activities described therein;
- (d) approving the fees and disbursements of the Monitor, the Monitor’s counsel, Davies Ward Phillips & Vineberg LLP, and the Applicants’ counsel, DLA Piper (Canada) LLP, for the periods referenced in the fee affidavits attached to the Forty-Eighth Report; and
- (e) such other and further relief as counsel may request and this Honourable Court may allow.

**THE GROUNDS FOR THE MOTION ARE:**

- 2. capitalized terms not otherwise defined herein have the meaning given to them in the Initial Order;
- 3. each of the Urbancorp CCAA Entities, other than Urbancorp Toronto Management Inc. (“**UTMI**”), were involved in the management and development of real estate projects across the greater Toronto area while UTMI provided back office administrative and management services to the Urbancorp CCAA Entities;
- 4. the Urbancorp CCAA Entities other than UTMI have no employees and their only assets were certain real estate projects in which they held an interest as well as certain rental properties and geothermal assets;
- 5. the Urbancorp CCAA Entities were granted protection from their creditors under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), pursuant to the Initial Order of the Honourable Mr. Justice Newbould dated May 18, 2016 (the “**Initial Order**”);

6. KSV Kofman Inc.<sup>1</sup> was appointed as the Monitor pursuant to the Initial Order;

*Stay Extension*

7. the Initial Order granted, among other things, a stay of proceedings until June 17, 2016, or such later date as this Honourable Court may order;
8. pursuant to the most recent stay extension Order dated May 27, 2021, the Court extended the Stay Period until August 31, 2021;
9. during the course of the most recent Stay Period extension, the Court rendered a decision regarding the distribution of sale proceeds from the sale of the geothermal assets and the Monitor has distributed all funds, with the exception of certain holdback amounts;
10. the distribution of the holdback amounts remains subject to, among other things, the assessment of potential tax obligations as well as the Court's determination on a certain claim to entitlement in respect of which a decision from the Court is pending;
11. with respect to the Downsview Project (as defined in the Forty-Eighth Report), the Court approved the Monitor's proposed sale process (the "**Sale Process**") and required that the arbitration requested by the foreign representative of Urbancorp Inc. (the "**Foreign Representative**") be conducted concurrently with the Sale Process;
12. the Foreign Representative subsequently served both a Notice of Motion for Stay Pending Leave to Appeal and a Notice of Motion for Leave to Appeal the Court's approval of the Sale Process;
13. extending the Stay Period will provide the time to, among other things, allow the Monitor to make further distributions of the geothermal asset sale proceeds and to move matters forward with respect to the arbitration and motion for leave to appeal the Court's decision approving the Sale Process in respect of the Downsview Project;

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<sup>1</sup> Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.



14. the cash-flow statements prepared by the Monitor indicate that the Applicants will have sufficient cash to fund these proceedings for the proposed extended Stay Period;
15. at all material times, the Urbancorp CCAA Entities have been acting, and continue to act, in good faith and with due diligence in these CCAA proceedings;
16. it is just and convenient and in the interests of the Urbancorp CCAA Entities and their respective stakeholders that the requested Order be granted and the Stay Period be extended;
17. the extension of the Stay Period is supported by the Monitor;

***Professional Fees***

18. taking into account the overall value of the services to date provided by the Monitor, its counsel and counsel to the Applicants, the fees and disbursements of the Monitor, its counsel and counsel to the Applicants are fair and reasonable in the circumstances;
19. the Monitor has reviewed the bills of its counsel and those of the Applicants' counsel and is of the opinion that the services have been duly authorized and rendered and the charges are reasonable;
20. such further and other grounds as set out in the Forty-Eighth Report;
21. Section 11.2 of the CCAA and the inherent and equitable jurisdiction of this Honourable Court thereunder; and
22. Rules 1.04, 1.05, 2.01, 2.03, 16 and 37 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended, and section 106 of the *Ontario Courts of Justice Act*, R.S.O 1990, c. C.43, as amended.

**AND FURTHER TAKE NOTICE** that the following materials will be filed in support of this motion, namely:

- (a) the Forty-Eighth Report; and
- (b) such further and other material as counsel may advise and this Honourable Court may allow.

August 23, 2021

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**Lawyers for the Urbancorp CCAA Entities**

## SCHEDULE "A"

### List of Non Applicant Affiliates

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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PROCEEDINGS COMMENCED AT TORONTO

**NOTICE OF MOTION**  
(returnable August 30, 2021)

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Lawyers for the Urbancorp CCAA Entities

# **TAB 2**



**Forty-Eighth Report to Court of  
KSV Restructuring Inc. as CCAA Monitor of  
Urbancorp Toronto Management Inc.,  
Urbancorp (St. Clair Village) Inc., Urbancorp  
(Patricia) Inc., Urbancorp (Mallow) Inc.,  
Urbancorp (Lawrence) Inc., Urbancorp  
Downsview Park Development Inc., Urbancorp  
(952 Queen West) Inc., King Residential Inc.,  
Urbancorp 60 St. Clair Inc., High Res. Inc.,  
Bridge On King Inc. and the Affiliated Entities  
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August 23, 2021

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COURT FILE NO.: CV-16-11389-00CL

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RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE  
ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED  
ENTITIES LISTED IN SCHEDULE "A" HERETO**

**FORTY-EIGHTH REPORT OF KSV RESTRUCTURING INC**

**August 23, 2021**

## **1.0 Introduction**

### **1.1 Cumberland CCAA Entities**

1. On April 21, 2016, Urbancorp (St. Clair Village) Inc. ("St. Clair"), Urbancorp (Patricia) Inc. ("Patricia"), Urbancorp (Mallow) Inc. ("Mallow"), Urbancorp Downsvew Park Development Inc. ("Downsvew"), Urbancorp (Lawrence) Inc. ("Lawrence") and Urbancorp Toronto Management Inc. ("UTMI") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (collectively, St. Clair, Patricia, Mallow, Downsvew, Lawrence and UTMI are referred to as the "NOI Entities"). KSV Kofman Inc. ("KSV Kofman") was appointed as the Proposal Trustee of each of the NOI Entities. On August 31, 2020, KSV Kofman changed its name to KSV Restructuring Inc. ("KSV").
2. Pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 18, 2016 (the "Initial Order"), the NOI Entities, together with the entities listed on Schedule "A" attached (collectively, the "Cumberland CCAA Entities" and each a "Cumberland CCAA Entity") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") and KSV was appointed monitor (the "Monitor") of the Cumberland CCAA Entities (the "Cumberland CCAA Proceedings").



3. The corporate chart for the Cumberland CCAA Entities is provided in Appendix "A".
4. The stay of proceedings for the Cumberland CCAA Entities expires on August 31, 2021.

## **1.2 Urbancorp Inc., Recognition of Foreign Proceedings**

1. 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").
2. 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";
  - b) recognized Mr. Gissin as Foreign Representative of UCI; and
  - c) appointed KSV as the Information Officer.

## **1.3 Purposes of this Report**

1. The purposes of this report ("Report") are to:
  - a) provide an update on the Cumberland CCAA Proceedings;
  - b) provide the rationale for an extension of the stay of proceedings from August 31, 2021 to November 30, 2021;
  - c) report on the consolidated cash flow projection of the Cumberland CCAA Entities for the period September 1, 2021 to November 30, 2021 (the "Cash-Flow Statement");
  - d) summarize and seek approval of the fees and expenses of KSV, as Monitor of the Cumberland CCAA Entities, the Monitor's counsel, Davies Ward Phillips & Vineberg LLP ("Davies") and the Cumberland CCAA Entities' counsel, DLA Piper (Canada) LLP ("DLA"), for the periods referenced in Section 6 of this Report; and
  - e) recommend that the Court issue orders:
    - i. granting an extension of the stay of proceedings for the Cumberland CCAA Entities to November 30, 2021;
    - ii. approving this Report and the activities of the Monitor, as detailed in this Report; and
    - iii. approving the fees and disbursements of the Monitor, Davies and DLA, as detailed in this Report.

## 1.4 Currency

1. Unless otherwise stated, all currency references in this Report are to Canadian dollars.

## 1.5 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial information of the Cumberland CCAA Entities, the books and records of the Cumberland CCAA Entities, discussions with representatives of the Cumberland CCAA Entities, discussions with the financial and legal advisors of the Foreign Representative, being A. Farber & Partners and Dentons Canada LLP ("Dentons"), respectively, and representatives of Mattamy Homes Inc., and its legal counsel Cassels Brock & Blackwell LLP and Lax O'Sullivan Lisus Gottlieb LLP. The Monitor has not performed an audit or other verification of such information.
2. The Monitor has not audited, reviewed or otherwise verified the accuracy or completeness of the financial information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
3. An examination of the Cash Flow Statement as outlined in the Chartered Professional Accountant Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon the Urbancorp Group's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.
4. The Monitor expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Monitor in preparing this Report. Any party wishing to place reliance on the Cumberland CCAA Entities' financial information should perform its own due diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

## 2.0 Background

1. The Urbancorp Group of Companies (the "Urbancorp Group") was primarily engaged in the development, construction and sale of residential properties in the Greater Toronto Area.
2. As part of a restructuring of the Urbancorp Group, UCI was incorporated on June 19, 2015 to raise debt in the public markets in Israel. Pursuant to a Deed of Trust dated December 7, 2015, UCI made a public offering of debentures (the "IPO") in Israel of NIS180,583,000 (approximately \$64 million based on the exchange rate at the time of the IPO) (the "Debentures").
3. From the monies raised in the IPO, UCI made unsecured loans (the "Shareholder Loans") totalling approximately \$46 million to the NOI Entities (other than UTMI) so that these entities could repay loan obligations owing at the time.

## **3.0 Update on CCAA Proceedings**

### **3.1 Distributions**

1. Pursuant to the Court-approved claims process carried out in these proceedings and several distribution orders issued subsequently in these proceedings, the Monitor has paid in full the amounts owing to creditors with admitted claims against the Cumberland CCAA Entities.
2. The Monitor has distributed approximately \$69 million to UCI as of the date of this Report.
3. The Foreign Representative has advised that UCI's obligations under the Debentures have not been paid in full; however, it has not advised KSV, either in its capacities as Monitor or Information Officer of the amounts that remain owing under the Debentures.
4. UCI has also received and will continue to receive distributions in the CCAA proceedings in which The Fuller Landau Group Inc. ("Fuller Landau") is acting as the Court-appointed monitor. Additionally, Fuller Landau has advised the Monitor that it could receive up to an additional \$100,000 with respect to the Cumberland CCAA Entities' claims against the Urbancorp Group companies over which Fuller Landau is the CCAA monitor.

### **3.2 Geothermal Assets**

1. Certain of the Cumberland CCAA Entities had an interest in geothermal assets (the "Geothermal Assets") located at four condominiums developed by entities in the Urbancorp Group, being the Edge, Bridge, Fuzion and Curve condominiums. The Geothermal Assets provide heating and air conditioning to these condominiums. Urbancorp Renewable Power Inc. ("URPI") was incorporated to manage the Geothermal Assets. Pursuant to a Court order made on June 28, 2018, KSV was appointed as the receiver (the "Receiver") of URPI.
2. The Geothermal Assets were sold pursuant to the following transactions (the "Geothermal Transactions"):
  - a) in October 2018, the Court approved a transaction between the Receiver and Toronto Standard Condominium Corporation No. 2355 (the "Curve Condo Corporation"), pursuant to which the Curve Geothermal Assets were sold to the Curve Condo Corporation for approximately \$1.3 million; and
  - b) in December 2020, the Court approved a sale of the Edge, Bridge and Fuzion Geothermal Assets by the Receiver and the Monitor to Enwave for \$24 million.
3. A motion was heard on April 12 and May 12, 2021 to consider the distribution of the net proceeds of the Geothermal Transactions, as well as accounts receivable collected from the Edge, Bridge and Fuzion Condominium Corporations (the "Distribution Motion").

4. Pursuant to orders issued by the Court in respect of the Distribution Motion, the Monitor has distributed all funds available other than:
  - a) an administrative cost holdback of approximately \$1.4 million;
  - b) a tax holdback of approximately \$1.3 million; and
  - c) a holdback of \$2.8 million in respect of the Bridge Geothermal Assets, as further discussed in Section 3.2.2.

### **3.3 Tax Obligations**

1. There are potential significant tax obligations owing by 228 Queen's Quay West Inc. ("228"), the former owner of the Edge Geothermal Assets. The potential tax obligations result from a Court-approved settlement between Fuller Landau, in its capacity as the Court appointed monitor of Edge Triangle on Park Inc. ("ETPI"), and UCI with respect to the distributions from 228. As part of that settlement, ETPI forgave \$3 million of debt owing to 228, which may give rise to a significant tax liability.
2. Fiscal 2021 tax returns are due to be filed by June 30, 2022, although the Monitor intends to file them shortly after year-end. If additional funds are available to be distributed, the Monitor will make a further distribution following the assessment of the fiscal 2022 tax return by CRA. The Monitor is working with the Cumberland CCAA Entities' tax accountant, MNP LLP, regarding the filing of the tax returns. The numerous entities in the tax corporate structure and their tax attributes create complexity. The Monitor has advised the Foreign Representative that it is not prepared to make distributions to UCI until all tax matters are resolved such that there is no risk of personal liability to the Monitor or KSV.

### **3.4 Bridge Geothermal Assets**

1. The Bridge condominium is located at 38 Joe Shuster Way, Toronto. The Bridge geothermal system has 85 boreholes, of which 82 are located on real property owned by KTNI across the road from the condominium (the "Berm Lands").
2. Pursuant to a Declaration of Trust dated December 27, 2012, KTNI declared to be holding all of its interests in the Berm Lands in trust for Urbancorp Management Inc. ("UMI"). The Monitor understands that The A. Saskin Family Trust is the sole shareholder of UMI.
3. Pursuant to a lease dated July 10, 2010 (the "Berm Lease") between KTNI, as landlord, and Vestaco Homes Inc. ("Vestaco Homes") and URPI, as tenants (jointly, the "Tenants"), KTNI leased the Berm Lands to the Tenants for \$100 per year. The Berm Lease expires on July 9, 2060, subject to certain automatic renewal provisions making it coterminous with the relevant geothermal energy supply agreement.

4. The Berm Lease was purchased by Enwave. Enwave allocated \$2,049,000 to the Berm Lease and the Receiver accepted Enwave's allocation. Pursuant to Section 13.4(e) of the Berm Lease, where a transferee pays or gives to the transferor money or other value that is reasonably attributed to the desirability of the location of the leased premises or to the leasehold improvements that are owned by the landlord, then at the landlord's option, the transferor will pay to the landlord such money or other value in addition to all rent payable under the lease and such amounts shall be deemed to be further additional rent.
5. KTNI argued at the Distribution Motion that it is owed \$2.8 million in respect of the Berm Lease. As of the date of this Report, the Court has not issued a decision on this matter. If the funds are not payable to KTNI, they will be distributed to UCI via intercorporate dividend as Vestaco Homes would have no other creditors. As discussed below, if KTNI is successful, the Berm Land proceeds will be payable to UMI.

### **3.5 UMI**

1. According to UMI's books and records, UMI owes UTMI approximately \$7.7 million. On January 26, 2021, the Monitor filed an application for an order that UMI be adjudged a bankrupt.
2. Doreen Saskin, Alan Saskin's spouse, alleges that she is a secured creditor of UMI for approximately \$2.8 million. In response to the bankruptcy application, Ms. Saskin commenced a receivership application against UMI on February 22, 2021.
3. Both the receivership and bankruptcy motions were heard by the Court on April 12, 2021. On May 20, 2021, Chief Justice Morawetz released his endorsement that a bankruptcy order should be made against UMI, named KSV as the Licensed Insolvency Trustee (the "Trustee") in the bankruptcy and stayed the receivership application, pending the completion of a review of Ms. Saskin's secured claim by KSV as Trustee. The Trustee does not intend to commence a review of Ms. Saskin's security until a decision is rendered with respect to KTNI's entitlement to funds from the sale of the Bridge Geothermal Assets, as those would be the only assets available for distribution to UMI's creditors.

### **3.6 Downsview**

1. Downsview Homes Inc. ("DHI") owns land located at 2995 Keele Street in Toronto, Ontario which is being developed into condominiums and other residences (the "Downsview Project"). The shares of DHI are owned by Downsview (51%) and Mattamy (49%). Downsview's only material asset is its interest in DHI.
2. Pursuant to the terms of the Shareholder Loans, UCI is an unsecured creditor of Downsview in the amount of \$10,094,562.

3. The Downsview Project consists of two phases. The first phase was largely completed in July 2018. The Monitor has recently been advised that the second phase is expected to be completed in mid-2022.
4. At the commencement of the CCAA Proceedings, Downsview was required to make an equity injection in the Project to secure construction financing for the first phase. Downsview could not fund its portion of the required equity and Mattamy agreed to loan Downsview the funds it required.
5. On June 15, 2016, the Court approved a debtor-in-possession facility (the "DHI Facility") in the amount of \$8 million between Mattamy, as lender, and Downsview, as borrower, as well as a charge in favour of Mattamy over Downsview's assets, properties and undertakings to secure repayment of the amounts borrowed by Downsview under the DHI Facility (the "DHI Facility Charge"). Interest on this facility accrues at an annual rate of 15%.
6. Downsview also has obligations to Mattamy under a co-ownership agreement with Mattamy (the "Ownership Agreement"). Pursuant to the Ownership Agreement, Downsview's shares of DHI are subject to transfer restrictions in favour of Mattamy and are pledged as security to Mattamy. Mattamy and UDPDI have entered into several other agreements in respect of the Downsview Project (collectively, the Ownership Agreement and the other agreements are referred to as the "Downsview Agreements").
7. In connection with phase two of the Downsview Project, Downsview was required to make another equity injection to secure construction financing. Mattamy agreed again to loan Downsview the funds it required.
8. On November 3, 2020, the Court approved an amendment to the DHI Facility (the "DHI Amendment"). Pursuant to the terms of the DHI Amendment:
  - a) the DHI Facility was increased by \$6.5 million;
  - b) the DHI Facility Charge was increased to \$11 million;
  - c) the maturity date of the DHI Facility was January 31, 2021; and
  - d) Mattamy agreed to set off certain project expenses from the outstanding DIP obligations owing by Downsview to Mattamy.
9. The DHI Amendment is without prejudice to certain issues that remain in dispute between the Foreign Representative and Mattamy.
10. On January 25, 2021, the Foreign Representative served a motion requiring the Monitor to deliver a notice of arbitration to Mattamy in connection with certain aspects of the Downsview Agreements. Alternatively, the Foreign Representative sought an order assigning the rights in the arbitration to UCI.

11. On February 11, 2021, the Monitor served a motion to approve a proposed sale process for Downsvew's interest in DHI, being its 51% ownership interest and its rights and obligations pursuant to several agreements pertaining to the Downsvew Project.
12. The Monitor and Foreign Representative's motions were heard on April 5, 2021. Chief Justice Morawetz released his reasons on June 30, 2021 (the "Downsvew Decision"). The Downsvew Decision approves the proposed sales process (the "Downsvew Sale Process") and requires that the arbitration (the "Arbitration") requested by the Foreign Representative be conducted concurrently. Chief Justice Morawetz dismissed the Foreign Representative's request to adjourn the Downsvew Sale Process until after the completion of the arbitration. A copy of the Downsvew Decision is attached as Appendix "B".
13. In light of the Downsvew Decision, on July 6, 2021 the Monitor informed the Foreign Representative that the Foreign Representative should take carriage of the arbitration and that the Monitor would be proceeding with the Downsvew Sale Process notwithstanding any appeal of the Downsvew Decision that may be sought.
14. On July 21, 2021, the Foreign Representative served a Notice of Motion for Leave to Appeal the Court's approval of the Downsvew Sale Process.

### **3.7 Sale Process**

1. Mattamy provided information necessary for the Monitor to prepare the sale process materials on July 23, 2021; however, the Monitor recently received certain important and more current information concerning the Project which required it to update the materials.
2. On August 4, 2021, the Monitor was advised by the Foreign Representative that it intended to seek an order staying the Downsvew Sale Process. On August 6, 2021, the Foreign Representative served its Notice of Motion for Stay Pending Leave to Appeal. The hearing for the stay motion is scheduled to be heard on August 26, 2021.
3. The Monitor determined that it does not intend to commence the public solicitation phase of the Downsvew Sale Process in the face of being served with the stay motion. If a stay is granted, it is possible that the Arbitration will be heard prior to the completion of the Downsvew Sale Process, which is contrary to the Downsvew Decision.

### **3.8 Arbitration**

1. The Monitor has advised the Foreign Representative that it should take carriage of the Arbitration. The Monitor intends to monitor the Arbitration and to assist the arbitrator and the parties by filing factual reports as it considers appropriate. The Monitor does not intend to take a position or make arguments in the Arbitration.
2. The timeline for the Arbitration has not been settled.

3. On July 9, 2021, Dentons made several information requests of the Monitor, including emails of the Cumberland CCAA Entities identified through a keyword search and the files of Urbancorp Group's former legal counsel, Barry Rotenberg, relating to certain issues which are the subject of the Arbitration.
4. The Monitor has delivered to the Foreign Representative all emails identified by the keyword search terms, other than those that may be subject to privilege by a party other than a Cumberland CCAA Entity; for example, privilege in favour of Alan Saskin personally.
5. The Monitor is aware that the Foreign Representative has commenced proceedings against Mr. Rotenberg for claims in negligence, among other things, and that such claims are being defended by Mr. Rotenberg.
6. Mr. Rotenberg's counsel, Paul Pape, has advised that Mr. Rotenberg would not deliver the information without being directed to do so by the Court. Further information concerning this issue is provided in the Monitor's Forty Seventh Report to Court dated August 23, 2021, a copy of which is attached (without appendices) as Appendix "C".
7. As set out in the Forty-Seventh Report, the Monitor is seeking this Court's direction to Mr. Rotenberg that a copy of the files be delivered to the Monitor and that the Monitor be authorized and directed to provide a copy of the files to the Foreign Representative. The motion is scheduled to be heard on August 30, 2021.

#### **4.0 Cash Flow Forecast**

1. A consolidated cash flow projection has been prepared for the Cumberland CCAA Entities for the period September 1, 2021 to November 30, 2021 (the "Period"). The Cash-Flow Statement and the Cumberland CCAA Entities' statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA are attached in Appendices "D" and "E", respectively.
2. The expenses in the Cash-Flow Statement are primarily general and administrative expenses and professional fees. The Cumberland CCAA Entities are projected to have sufficient cash to pay all disbursements during the Period.
3. Based on the Monitor's review of the Cash-Flow Statement, there are no material assumptions which seem unreasonable. The Monitor's statutory report on the cash flows is attached as Appendix "F".

#### **5.0 Request for an Extension**

1. The Cumberland CCAA Entities are seeking an extension of the stay of proceedings from September 1, 2021 to November 30, 2021. The Monitor supports the request for an extension of the stay of proceedings for the following reasons:
  - a) the Cumberland CCAA Entities are acting in good faith and with due diligence;
  - b) no creditor will be prejudiced if the extensions are granted;



- c) it will allow the Cumberland CCAA Entities and the Monitor further time to deal with the Geothermal Assets sale proceeds, including to file tax returns, deal with CRA and make further distributions of the Geothermal Asset sale proceeds to the extent possible;
- d) it will allow the Cumberland CCAA Entities, the Monitor, the Foreign Representative and Mattamy time to deal with UDPDI's interest in the Downsvew Project, including to advance the Downsvew Sale Process and the Arbitration; and
- e) as of the date of this Report, neither the Cumberland CCAA Entities nor the Monitor is aware of any party opposed to an extension.

## 6.0 Professional Fees

1. The fees and disbursements of the Monitor, Davies and DLA are summarized below.

(\$)					
Firm	Period	Fees	Disbursements	Total	Average Hourly Rate
KSV	Apr 1/21 – Jul 31/21	154,785.00	19.65	154,804.65	640.80
Davies	Apr 1/21 – Jul 31/21	198,908.00	448.10	199,356.10	873.00
DLA	Apr 1/21 – Jul 31/21	2,687.50	320.00	3,007.50	625.00
Total		356,380.50	787.75	357,168.25	

2. Detailed invoices are provided in exhibits to the fee affidavits filed by representatives of KSV, Davies and DLA which are provided in Appendices "G", "H" and "I", respectively.
3. Since the last fee approval motion, the main matters addressed by Davies include:
  - a) considering tax matters related to the sale of the Geothermal Assets; and
  - b) dealing with issues related to the Downsvew Project, including the arbitration, the stay motion for the Downsvew Sale Process and the document request motion involving Mr. Rotenberg and corresponding regularly with representatives of the Foreign Representative and Mattamy.
4. As reflected in the table above, DLA has incurred limited professional fees since the last fee approval motion.
5. The Monitor is of the view that the hourly rates charged by Davies and DLA are consistent with rates charged by law firms practicing in restructuring and insolvency in the downtown Toronto market, and that the fees charged are reasonable and appropriate in the circumstances.

## 7.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court make an order granting the relief detailed in Section 1.3(1)(e) of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS CCAA MONITOR OF  
THE CUMBERLAND CCAA ENTITIES  
AND NOT IN ITS PERSONAL CAPACITY**

## Schedule "A"

Urbancorp Toronto Management Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge on King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

## **Appendix “A”**



## **Appendix “B”**

CITATION: URBANCORP TORONTO MANAGEMENT INC., 2021 ONSC 4262  
COURT FILE NO.: CV-16-11389-00CL  
DATE: 2021-06-30

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE: 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 TORONTO  
MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC.,  
URBANCORP (MALLOW) INC., URBANCORP  
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST)  
INC., KING RESIDENTIAL INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC.  
(Collectively the "Applicants") AND THE AFFILIATED  
ENTITIES LISTED IN SCHEDULE "A" HERETO**

**BEFORE:** Chief Justice G.B. Morawetz

**COUNSEL:** *Kenneth Kraft and Neil Rabinovitch*, for Guy Gissin, Israeli Court Appointed  
Functionary Officer and the Foreign Representative of Urbancorp Inc.

*Robin Schwill and Robert Nicholls*, for the Monitor, KSV Restructuring Inc.

*Matthew Gottlieb, Sapna Thakker and Jane O. Dietrich*, for Mattamy (Downsview)  
Limited

**ENDORSEMENT**

**Background**

[1] This endorsement addresses two motions.

[2] KSV Restructuring Inc. ("KSV"), in its capacity as court-appointed Monitor (the "Monitor") of the Applicants and the Affiliated Entities listed on Schedule "A" (collectively, the "CCAA Entities"), and each individually (a "CCAA Entity"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") seeks an order approving the sales process (the "Sales Process") for Urbancorp Downsview Park Development Inc.'s ("Downsview") interest in Downsview Homes Inc. ("DHI") and the related project agreements (the "Downsview Interest"), and sealing the confidential appendices (the "Confidential Appendices") to (i) the Forty-Fourth Report of the Monitor dated February 11, 2021 (the "Report") and (ii) the supplement to the Report dated March 8, 2021 (the "Supplement").

[3] The second motion is brought by Guy Gissin, in his capacity as foreign representative of Urbancorp Inc. (“UCI”) (the “Foreign Representative”) for an order that KSV deliver a Notice of Request to Arbitrate to Mattamy (Downsview) Limited, and related companies (collectively, “Mattamy”) (with UCI as an interested party) (the “Notice to Arbitrate”). Alternatively, UCI is seeking an order permitting it to take an assignment of Downsview’s rights to arbitrate the issues with Mattamy and adjourn the Sales Process motion until after the completion of the arbitration.

[4] The Downsview Interest is a 51% joint venture interest in a residential development project being managed and controlled by its co-owner, Mattamy. The Downsview Interest is subject to (i) transfer restrictions in favour of Mattamy; and (ii) related agreements governing the co-ownership of the Project (as defined below).

[5] Mattamy is also the DIP Lender to Downsview and is currently owed over \$9 million. The DHI Facility (defined below) matured on February 3, 2021. Downsview does not have the ability to repay the DHI Facility. Mattamy takes the position that it is entitled to appoint a receiver over Downsview and has made approval of the Sales Process a condition precedent to extending the Maturity Date of the DHI Facility.

[6] There have been many disputes over the interpretation of the Project related agreements that date back almost to when Mattamy first became involved in the Project.

[7] UCI has been attempting to have two issues arbitrated, namely: (i) is Mattamy entitled to an additional payments in priority over Downsview in respect of future profits from DHI; and (ii) the quantum of management fees Mattamy received during Phase 1 of the Project.

[8] The Monitor is of the view that the Sales Process can be conducted without having to first arbitrate the issues, and even if there was a prior arbitration, a sales process may be required in any event to substantiate the market value of the Downsview interest. Further, the Sales Process may also illustrate that the issues to be arbitrated are of no practical relevance (and, therefore, need not be arbitrated).

[9] The Foreign Representative believes that the proposed Sales Process will materially impair value as potential purchasers may be dissuaded from doing due diligence or submitting bids while these issues remain outstanding.

### **The Facts**

[10] The relevant facts with respect to the KSV motion are set out in the Report and the Supplement.

[11] DHI owns land located at 2995 Keele St. in Toronto, on the former Downsview airport lands. It is developing a residential construction project comprised of condominiums, townhomes, semi-detached homes and rental units (the “Project”).

[12] Downsview holds a 51% ownership interest in DHI. The remaining 49% is held by Mattamy. Downsview has rights and obligations under a co-ownership agreement (the “Co-ownership Agreement”) between Downsview and Mattamy, as amended by various related agreements (the “Agreements”) which, among other things, impose certain transfer restrictions on Downsview’s shares of DHI in favour of Mattamy. The Monitor has characterized these



restrictions as providing Mattamy with an effective veto on any potential purchaser of the Downsview Interest.

[13] On June 15, 2016, the court approved a debtor-in-possession facility (the “DHI Facility”) in the amount of \$8 million between Mattamy, as lender and Downsview as borrower, secured by a charge (the “DHI Facility Charge”) in favour of Mattamy over Downsview’s property, including the Downsview Interest (the “Mattamy DIP Order”). The DHI Facility was used by Downsview to fund its portion of the required equity injection in the Project to secure construction financing for Phase 1.

[14] The DHI Facility was subsequently amended and increased to \$9.05 million, plus interest and costs. The DHI Facility matured on February 3, 2021 (the “Maturity Date”).

[15] The Monitor reports that Downsview does not have the ability to repay the DHI Facility and Mattamy has advised the Monitor that is not prepared to further extend the Maturity Date unless a Sales Process is conducted for the Downsview Interest.

[16] Pursuant to the terms of the DHI Facility and the Mattamy DIP Order, Mattamy is entitled to seek the appointment of a receiver over the Downsview Interest upon a continuing event of default under the DHI Facility. Failing to repay the DHI Facility by the Maturity Date is an event of default.

[17] UCI raised approximately \$64 million through public offering of debentures in Israel and made certain unsecured loans to certain of the CCAA Entities (the “Shareholder Loans”). One of the Shareholder Loans was advanced by UCI to Downsview the amount of \$10,094,562 (the “Downsview Shareholder Loan”), which remains outstanding

[18] There is a disagreement between the Monitor, the Foreign Representative and Mattamy with respect to certain accounting matters related to the Project. As a result, on January 25, 2021, the Foreign Representative served its motion

[19] The central issues in the arbitration are whether Mattamy has already received payment as provided in s.8.4(d) and 8.5(d) of the Co-ownership Agreement or whether these amounts remain payable to Mattamy and an accounting of management fees.

#### **Position of the Parties**

[20] The Foreign Representative takes the position that Mattamy has paid itself all amounts that it claims to be entitled.

[21] The Foreign Representative also takes the position that the issues in dispute could be resolved expeditiously and this would then allow Downsview’s interest to be properly marketed for sale in an open and transparent sales process or allow alternative financing to replace the DHI Facility.

[22] The Monitor, in consultation with Mattamy, has proposed a Sales Process. Mattamy has advised the Monitor that it consents to the terms of the Sales Process and, if the Sales Process is not approved, Mattamy intends to seek the appointment of a receiver over the Project.

[23] The proposed Sales Process provides that at the end of the sixth week, each bidder will be required to submit letters of intent (“LOIs”). If no LOIs are submitted, the Monitor shall be entitled

to terminate the Sales Process and convey the Downsvie Interest to Mattamy in full satisfaction of all obligations of Downsvie owing to Mattamy.

[24] The Monitor contends that the timelines in the Sales Process are intended to provide the Monitor with an appropriate amount of time to canvass prospective purchasers and to allow for due diligence. The Monitor will have the right to extend or amend the Sales Process timelines should it feel it is warranted.

[25] The Monitor further advised that Mattamy has agreed to pay the Monitor's fees and costs to conduct the Sales Process if the proceeds are insufficient to cover these costs.

[26] The Monitor is of the view that given the efficiencies and cost savings, no better, viable alternative to the proposed Sales Process in respect of the Downsvie Interest is available or otherwise acceptable to Mattamy as DIP Lender.

[27] The Foreign Representative is of the view that it will be practically impossible for any interested bidder to properly assess or conduct due diligence on the likely outcome of the issues as between Downsvie and Mattamy and it is unlikely any party will spend the time and funds and undertake due diligence for the Project when such uncertainty exists. The Foreign Representative contends that the magnitude is such that the outcome could determine whether there is any value in Downsvie's interest in DHI. Further, resolving these issues is critical in the event a Sales Process is to be commenced so that potential purchasers have a clear understanding of whether Mattamy has payments outstanding under the Co-ownership Agreement and the status of the Project management fees, as well as full information regarding the financial condition of the Project.

[28] From the standpoint of the Foreign Representative, conducting a Sales Process in the absence of a determination of issues as between Downsvie and Mattamy is likely to cause irreparable harm to UCI, as it will be nearly impossible to determine which potential bidders were dissuaded from conducting serious due diligence and potentially submitting offers as a result of the material uncertainty over this issue. If the payment issue is resolved in favour of Downsvie, the calculations of both of Monitor and the Foreign Representative show positive value for Downsvie's interest in the Project.

#### **Issues**

[29] From the standpoint of the Monitor, the issues are as follows:

- (a) should the Sales Process be approved?;
- (b) should the court grant a sealing order in respect of the Confidential Appendices to the Report and Supplement?

[30] From the standpoint of the Foreign Representative, the issues are as follows:

- (a) should the Monitor be directed to assign to UCI the rights to proceed with arbitration?
- (b) alternatively, should the Monitor be directed to initiate the Notice to Arbitrate with UCI as an interested party?

- (c) should the Monitor's motion to initiate the Sales Process be adjourned pending the arbitration?

### Analysis

[31] In my view, it is appropriate to first address the issues raised by the Foreign Representative.

[32] The creditors of Downsvew have a vested interest in ensuring that there is a fair and transparent determination of the issues referenced in the Notice to Arbitrate.

[33] In most CCAA proceedings, it is the Monitor who is charged with reviewing issues of this type. However, if the Monitor, when requested, is unwilling to review the issues, the creditors should, in most circumstances, have the ability to ensure that a review can take place. A procedure that can be modified and adapted is similar to that set out in section 38 of the *Bankruptcy and Insolvency Act* (the "BIA").

[34] In a BIA proceeding, if a creditor requests the trustee to take a proceeding that would be of benefit to the estate and the trustee refuses or neglects to do so, the creditor may move under s. 38 of the BIA for an order permitting it to, in essence, step into the shoes of the trustee, and take the proceeding. The creditor must, of course, offer the opportunity to other creditors to participate in this venture.

[35] In the circumstances of this case, the Monitor has been requested to take the steps necessary to establish the value of Downsvew's interest in UCI. In my view, this necessitates an examination of the issues involved in the arbitration. It could be, in the final analysis, that the interest may have no value, but that does not mean that the issue can be ignored, especially when creditors of Downsvew want the issue determined. The Monitor has the option of either taking steps to proceed with an arbitration or, in the alternative, to assign to UCI the rights to proceed with an arbitration.

[36] Although this is a CCAA proceeding, I agree with the submission of counsel on behalf of the Foreign Representative, that there is no principled reason to distinguish between a trustee in bankruptcy and a Monitor, at least where the Monitor is itself in charge of the debtor's affairs. The trustee has obligations to maximize the assets in the estate, as does the Monitor in this case.

[37] Following the reasoning (*Century Services Inc. v. Canada (Attorney General)*, 2010 SCC 60 at para. 24), which states that, to the extent possible, aspects of insolvency law that are common to the BIA and CCAA should be harmonized, it seems to me that it is appropriate to provide for an equivalent process in CCAA proceedings.

[38] Accordingly, the Monitor is directed to issue the Notice to Arbitrate to Mattamy. However, if the Monitor determines that it is not willing to issue such notice, it should assign its right to do so to UCI, in a process that follows the structure as set out in s. 38 of the BIA.

[39] In this case, I am satisfied that the facts as alleged in the Notice to Arbitrate are such that there is threshold merit to the proceeding and that the proceeding could benefit the creditors of Downsvew.

[40] The final issue to consider on the Foreign Representative's motion is whether the Monitor's motion should be adjourned until the arbitration has proceeded and an award granted (if the parties

settle), or in light of my conclusion on the arbitration issue, whether the Sales Process can be run concurrently with the arbitration.

[41] The Foreign Representative submits that the Sales Process contains significant uncertainty as a result of two material outstanding issues, referenced in the Notice to Arbitrate, which could have the effect of chilling or dooming the Sales Process. Further, if the Sales Process fails, Mattamy would simply take Downsview's interest in the Project in satisfaction of its DIP Loan. The Foreign Representative contends that the Monitor has not engaged any industry-specific advice to determine whether the outstanding material issue would likely chill or doom the Sales Process to fail.

[42] The Foreign Representative also points out that the Monitor has proposed to give Mattamy veto rights over who can sign a nondisclosure agreement and thereby access the data room. Mattamy says that this restriction is built into the Mattamy DIP Order. The Foreign Representative submits that the Mattamy DIP Order deals with the conveyance of the interest over which Mattamy appears to have veto rights and that Mattamy has no veto rights on who can participate in the Sales Process by signing a non-disclosure agreement.

[43] Paragraphs [4] and [5] of the Mattamy DIP Order read as follows:

[4] **THIS COURT ORDERS** that UC Downsview shall be and is hereby restricted from transferring or attempting to transfer any of its shares or any economic, right, title or interest in Downsview Homes Inc. ("DHI") to any party prior to obtaining the prior written consent of MDL, which consent is not to be unreasonably withheld. For greater certainty, the restrictions contained in this paragraph 4 will survive the repayment of the DHI Facility.

[5] **THIS COURT ORDERS** that the rights, remedies and recourses provided to and in favour of MDL under or pursuant to this Order and the DHI Term Sheet are in addition to, not in substitution for and without prejudice to, any rights, remedies or recourses provided to MDL under any other agreements with any of the Applicants, including, without limitation, UC Downsview.

[44] The provisions of paragraph [4] impose certain restrictions on Downsview, which in turn, impact the Monitor on any sales process relating to Downsview's interest in DHI. In conducting any sales process, the Monitor has to describe the assets being offered for sale and to do so in a transparent manner. In my view, this includes an obligation to fully describe any restrictions or potential restrictions that may affect the transfer of Downsview's interest in DHI. In my view, such disclosure is required as it falls within the phrase "attempting to transfer any of its shares ..." as referenced in [4]. The failure to disclose these restrictions at the outset of the Sales Process, or to defer addressing the issues until the time of conveyance could result in an increased degree of uncertainty in the entire Sales Process, which is undesirable.

[45] In the circumstances of this case, I have concluded that the Monitor should inform potential purchasers of the requirement to obtain the prior written consent of Mattamy, which consent is not to be unreasonably withheld. Any party seeking such consent is directed to do so on a timely basis,

so as to minimize the time and expense of due diligence and, if necessary, a review of the issue by the court.

[46] In response to the argument that the Sales Process should be adjourned, the Monitor points out that the court has the power to approve a sale of assets in the CCAA proceeding as codified in s. 36 of the CCAA, which sets out the list of non-exhaustive factors for the court to consider in determining whether to approve the sale of the debtor's assets outside the ordinary course of business.

[47] The Monitor further points out that a distinction is drawn between the approval of the Sales Process and the approval of an actual sale. Section 36 of the CCAA is engaged when the court determines whether to approve a sale transaction arising as a result of the sales process. It does not address the factors the court should consider when deciding whether to approve a sales process.

[48] In *(Re) Brainhunter*, 2009 CarswellOnt 8207 at paragraphs 13 – 17, the court considered the criteria to be applied on a motion to approve a stalking horse process under the CCAA, citing *(Re) Nortel Networks Corp.*, 2009 CarswellOnt 467 at para. 49 where the court determined the following four factors to be considered by the court in the exercise of its discretion to determine if the proposed Sales Process should be approved (the "Nortel Criteria"):

- (a) is a sale transaction warranted at this time?
- (b) will the sale benefit the whole "economic community"?
- (c) do any of the debtor's creditors have a *bona fide* reason to object to a sale of the business? and
- (d) is there a better viable alternative?

[49] The Monitor contends that the Sales Process is warranted at this time for number of reasons.

[50] First, Mattamy as the DIP Lender, is entitled to exercise its rights over the Downsview Interest in the event that the amounts owing under the DHI Facility are not repaid in full by the Maturity Date. Mattamy has consented to the Sales Process to be undertaken by the Monitor and, absent the commencement of the Sales Process, Mattamy intends to seek the appointment of a receiver to carry out a similar Sales Process.

[51] Second, Downsview's obligations under the DHI Facility continue to accrue. Phase 2 is not expected to be complete for several years and will require additional infusions of capital. If the Sales Process is not implemented, Mattamy's indebtedness will continue to increase, thereby decreasing potential recoveries, if any, for other creditors, including UCI.

[52] Third, the Sales Process can be conducted without requiring a determination of the arbitration in advance. The Sales Process contemplates that bidders will be required to submit two offers: one assuming that Mattamy has already received the payments contemplated by the Agreements and the other assuming Mattamy has not received such payments.

[53] The Monitor and Mattamy are in agreement that the Sales Process will benefit the whole of the economic community and the Sales Process could result in a sale transaction for the Downsview Interest, and Downsview's creditors may be provided with certain recoveries.

[54] The Monitor submits that conditions that have given rise to a concern of a “chilling effect” on the market usually involve (i) significant break fees in a stalking horse agreement, or (ii) significant restrictions in the future sale of the assets, by a right of first refusal or otherwise. (See *Brainhunter, supra*, at para 12; *Mecachrome Canada Inc.*, 2009 Carswell 9963 at para. 35 (Sup. Ct.); *Re Quest University Canada*, 2020 Carswell BC 3091 (SC) at para 63; (*Re Endurance Energy Limited*, 2016 Carswell Alta 1130 (QB). The Monitor submits that these issues are not present in this case. I agree.

[55] The Monitor is also the view that potential bidders are sufficiently sophisticated such that a requirement to provide two bids prices will not be confusing and thus will not have a “chilling effect” on the market for potential bidders for the Downsview Interest.

[56] The Monitor submits that no creditor has come forward with any *bona fide* concerns. The Monitor also addresses the concerns of the Foreign Representative to the effect that the Sales Process ought not to be initiated until after the arbitration and that to do so beforehand will impair the Sales Process. The Monitor submits that these are conclusory statements made by the Foreign Representative and that the Monitor, on the other hand, has articulated reasons for supporting the Sales Process in its Report. The Monitor’s evidence is that, in its opinion, requesting interested parties to provide two bid prices will not be confusing to the market, will not be a disincentive to providing offers, and may illustrate that the issue of the Mattamy receivable and the management fee are of no practical relevance (and therefore need not be arbitrated). The Monitor submits that the Sales Process is an open and transparent process designed to thoroughly canvass the market with a view to accepting the best offer for the Downsview Interest.

[57] In addition, the Monitor submits that the concerns expressed by the Foreign Representative with respect to the accounting of the Project are not *bona fide* as they do not reflect steps taken by the Monitor to become reasonably comfortable with same. The Monitor, Pelican Woodcliffe Inc. and Altus Group have engaged in a review of the accounting of the Project and have not identified any material concerns.

[58] Finally, the Monitor submits that there is no better or viable alternative to the Sales Process.

[59] In its Reply Factum, the Monitor submits that many of the “facts” pertaining to the Project and the agreements as referenced in the Foreign Representative’s Factum are simply direct references to the Foreign Representative’s own characterizations contained in its own Notice to Arbitrate and, therefore, are not evidence of anything other than the statements made by the Foreign Representative and, accordingly, should be afforded no weight. I agree with this submission. The concerns raised by the Foreign Representative are, at best, speculative and accordingly I discount the statements referenced in the Foreign Representative’s factum.

[60] I have been persuaded by the arguments of the Monitor that the Sales Process should be approved and proceed at this time. In considering this issue, I have taken into account the comments of Jamal J.A. in *Marchant Realty Partners Inc. v. 2407553 Ontario Inc.*, 2021 ONCA 375 at para. 19.

[19] As already noted, commercial court judges also give substantial deference to the decisions and recommendations of a receiver as an officer of the court. If the receiver’s decisions are within the broad bounds of reasonableness and the receiver proceeded fairly, after considering the interests of all stakeholders, the court will

not intervene: *Ravelston Corp. Ltd. (Re)*, 2007 ONCA 135, at para. 3; *Regal Constellation Hotel Ltd. (Re)* (2004), 71 O.R. (3d) 355 (C.A.), at para. 23. A court will “assume that the receiver is acting properly unless the contrary is clearly shown”: *Regal Constellation Hotel*, at para. 23.

[61] I am satisfied that the Receiver has given due consideration to the issues relating to the proposed Sales Process and that its decisions and recommendations are reasonable in the circumstances. The Sales Process is approved.

### Sealing Order

[62] Finally, the Monitor requests a sealing order in respect of the Confidential Appendices. The Monitor’s submissions are set out in paragraphs 53 – 60 of the factum, which reads as follows:

[53] Section 137(2) of the *Courts of Justice Act (Ontario)* provides courts with the discretion to order that any document filed in a civil proceeding be treated as confidential, sealed, and not form part of the public record, notwithstanding the general principle that court hearings should be open to the public.

[54] In *Sierra Club of Canada v. Canada (Minister of Finance)*, the Supreme Court of Canada held that courts should exercise their discretion to grant sealing orders where:

- (a) the order is necessary to prevent serious risk to an important interest, including a commercial interest, because reasonable alternative measures will not prevent the risk and;
- (b) the salutary effects of the order outweigh its deleterious effects, including the effects on the right of free expression, which includes the public interest in open and accessible court proceedings.

*Sierra Club of Canada v. Canada (Minister of Finance)*, [2002] 2 S.C.R. 522 at para. 53.

[55] In the insolvency context, courts have applied this test and authorized sealing orders over confidential or commercially sensitive documents to protect the interests of debtors and other stakeholders.

[56] The Monitor is seeking a sealing order in respect of the Confidential Appendices to the Report containing (i) the most recent budget provided by Mattamy to the Monitor as to the distribution of proceeds from the sale of the Downsview Interest as between Mattamy and Downsview; (ii) the Foreign Representative’s estimate of the value of the Downsview Interest; and (iii) the Monitor’s estimate of the value of the Downsview Interest.

[57] The Monitor is also seeking a sealing order in respect of the Confidential Appendices to the Supplement containing (i) various iterations of the waterfalls reflecting the distribution of cash flows from the phases of the Project provided by the Foreign Representative on the one hand and the Monitor on the other; (ii) the decision from the prior confidential arbitration before the Honourable Frank Newbould in September 2019 (the “Prior Arbitration”); and (iii) an affidavit sworn by Chris Strzemiecz in the course of the Confidential Prior Arbitration.

[58] The Confidential Appendices contain highly sensitive commercial information of Downsvew and the Downsvew Interest that could undermine the integrity of the Sale Process and the potential arbitration of the Provisions. The disclosure of the Confidential Appendices prior to the completion of a transaction (or multiple transactions) under the Sale Process would pose a serious risk to the Sale Process in the event that the transaction (or multiple transactions) does not close, as it could jeopardize dealings with any future prospective purchasers or liquidators of the Downsvew Interest. With respect to the Confidential Appendices relating to the Prior Arbitration, their disclosure would breach the relevant confidentiality agreement.

[59] If granted, the sealing order will protect the commercial interests of Downsvew and its stakeholders. This salutary effect greatly outweighs the deleterious effects of not sealing the Confidential Appendices, namely the lack of immediate public access to all documents filed in these proceedings.

[60] As a result, it is submitted that the test for a sealing order has been met and the Court should make an order that the Confidential Appendices be treated as confidential, sealed and not form part of the public record in the within proceedings pending the completion of these proposal proceedings.

[63] The considerations involved in the granting of a sealing order must take into account the recent Supreme Court decision in *Sherman Estate v. Donovan*, 2021 SCC 25 at paras. 37 – 38, where Kasirer J. wrote that:

[37] Court proceedings are presumptively open to the public (*MacIntyre*, at p. 189; *A.B. v. Bragg Communications Inc.*, 2012 SCC 46, [2012] 2 S.C.R. 567, at para. 11).

[38] The test for discretionary limits on presumptive court openness has been expressed as a two-step inquiry involving the necessity and proportionality of the proposed order (*Sierra Club*, at para. 53). Upon examination, however, this test rests upon three core prerequisites that a person seeking such a limit must show. Recasting the test around these three prerequisites, without altering its essence, helps to clarify the burden on an applicant seeking an exception to the open court principle. In order to succeed, the person asking a court to exercise discretion in a way that limits the open court presumption must establish that:



- (1) court openness poses a serious risk to an important public interest;
- (2) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
- (3) as a matter of proportionality, the benefits of the order outweigh its negative effects.

Only where all three of these prerequisites have been met can a discretionary limit on openness – for example, a sealing order, a publication ban, an order excluding the public from a hearing, or redaction order – properly be ordered. This test applies to all discretionary limits on court openness, subject only to valid legislative enactments (*Toronto Star Newspaper Ltd. v. Ontario*, 2005, SCC 41, [2005] 2 S.C.R. 188, at paras. 7 and 22).

[64] Having reviewed the Confidential Appendices, I am satisfied that the three prerequisites have been satisfied. There is a public interest in ensuring the integrity of the Sales Process and any arbitration. There is no reasonable alternative measure to preserve the integrity of the Sales Process and any arbitration. Finally, as a matter of proportionality, I am satisfied that the benefits of the order outweigh its negative effects. As such, the Sealing Order should be granted, pending further order of the court.

#### **Disposition**

[65] In the result, the Foreign Representative's motion is granted, in part. The arbitration can proceed at this time. If the Monitor is not prepared to undertake steps necessary to initiate the arbitration, the Foreign Representative can request an assignment of the Monitor's rights to initiate such arbitration. The request of the Foreign Representative to adjourn the Sales Process motion until after the completion of the arbitration is dismissed.

[66] The Monitor's motion to approve the Sales Process and for a sealing order of the Confidential Appendices is granted.



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Chief Justice G.B. Morawetz

Date: June 30, 2021

**SCHEDULE "A"**  
**LIST OF NON-APPLICANT AFFILIATES**

URBANCORP POWER HOLDINGS INC.

VESTACO HOMES INC.

VESTACO INVESTMENTS INC.

228 QUEEN'S QUAY WEST LIMITED

URBANCORP CUMBERLAND 1 LF

URBANCORP CUMBERLAND 1 GP INC.

URBANCORP PARTNER (KING SOUTH) INC.

URBANCORP (NORTH SIDE) INC.

URBANCORP RESIDENTIAL INC.

URBANCORP REALTYCO INC.

## **Appendix “C”**



**Forty-Seventh Report to Court of  
KSV Restructuring Inc. as CCAA Monitor of  
Urbancorp Toronto Management Inc.,  
Urbancorp (St. Clair Village) Inc., Urbancorp  
(Patricia) Inc., Urbancorp (Mallow) Inc.,  
Urbancorp (Lawrence) Inc., Urbancorp  
Downsview Park Development Inc., Urbancorp  
(952 Queen West) Inc., King Residential Inc.,  
Urbancorp 60 St. Clair Inc., High Res. Inc.,  
Bridge on King Inc. and the Affiliated Entities  
Listed in Schedule "A" Hereto**

August 23, 2021

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1.2 Urbancorp Inc., Recognition of Foreign Proceedings .....	2
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3.0 Conclusion and Recommendation .....	5

## **Schedules and Appendices**

### **Schedules**

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Protocol.....	B
Reasons of Chief Justice Morawetz.....	C
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COURT FILE NO.: CV-16-11389-00CL

**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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC.,  
URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING  
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE  
ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED  
ENTITIES LISTED IN SCHEDULE "A" HERETO**

**FORTY-SEVENTH REPORT OF KSV RESTRUCTURING INC**

**August 23, 2021**

## **1.0 Introduction**

### **1.1 Cumberland CCAA Entities**

1. On April 21, 2016, Urbancorp (St. Clair Village) Inc. ("St. Clair"), Urbancorp (Patricia) Inc. ("Patricia"), Urbancorp (Mallow) Inc. ("Mallow"), Urbancorp Downsview Park Development Inc. ("Downsview"), Urbancorp (Lawrence) Inc. ("Lawrence") and Urbancorp Toronto Management Inc. ("UTMI") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (collectively, St. Clair, Patricia, Mallow, Downsview, Lawrence and UTMI are referred to as the "NOI Entities"). KSV Kofman Inc. ("KSV Kofman") was appointed as the Proposal Trustee of each of the NOI Entities. On August 31, 2020, KSV Kofman changed its name to KSV Restructuring Inc. ("KSV").
2. Pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 18, 2016 (the "Initial Order"), the NOI Entities, together with the entities listed on Schedule "A" attached (collectively, the "Cumberland CCAA Entities" and each a "Cumberland CCAA Entity") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") and KSV was appointed monitor (the "Monitor") of the Cumberland CCAA Entities (the "Cumberland CCAA Proceedings"). A copy of the Initial Order is provided in Appendix "A".

3. The Initial Order provides the Monitor with authority beyond those typically provided to a CCAA monitor, including decision-making and full access to the CCAA Entities' property, books and records.

## 1.2 Urbancorp Inc., Recognition of Foreign Proceedings

1. 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").
2. 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";
  - b) recognized Mr. Gissin as Foreign Representative of UCI; and
  - c) appointed KSV as the Information Officer.
3. Prior to the commencement of the Cumberland CCAA Proceedings, the Foreign Representative and KSV, in its then capacity as Proposal Trustee, negotiated a protocol that addressed, *inter alia*, the sharing of information in respect of the Cumberland CCAA Proceedings between the Foreign Representative and KSV (the "Protocol"). A copy of the Protocol is attached as Appendix "B".

## 1.3 Downsview

1. Downsview Homes Inc. ("DHI") owns land located at 2995 Keele Street in Toronto, Ontario which is being developed into condominiums and other residences (the "Downsview Project"). The shares of DHI are owned by Downsview (51%) and Mattamy (49%). Downsview's only material asset is its interest in DHI.
2. Pursuant to the terms of the Shareholder Loans, UCI is an unsecured creditor of Downsview in the amount of \$10,094,562.
3. On January 25, 2021, the Foreign Representative served a motion requiring the Monitor to deliver a notice of arbitration to Mattamy in connection with certain of the Downsview Project agreements, particularly the waterfall resulting from the cash flow and profits of the Downsview Project. The Foreign Representative also sought an order assigning the rights in the arbitration to UCI.
4. On February 11, 2021, the Monitor served a motion to approve a proposed sale process for Downsview's interest in DHI, being its 51% ownership interest and its rights and obligations pursuant to several of the Downsview Agreements (the "Sale Process"). The motion for the sale process was an alternative to the arbitration sought by the Foreign Representative.

5. The Monitor and Foreign Representative's motions were heard by the Court on April 5, 2021. Chief Justice Morawetz released his reasons in respect of these motions on June 30, 2021. His decision approves the proposed Sale Process and requires that the arbitration requested by the Foreign Representative be conducted concurrently. Chief Justice Morawetz dismissed the Foreign Representative's request to adjourn the sales process motion until after the completion of the arbitration. A copy of Chief Justice Morawetz's reasons are attached as Appendix "C".
6. The Foreign Representative has served a notice of leave to appeal the dismissal of its request to adjourn the sales process motion.
7. The Monitor understands that Mattamy and the Foreign Representative are in the process of negotiating a schedule for the arbitration.
8. In connection with the arbitration, on July 9, 2021, Dentons LLP ("Dentons"), counsel to the Foreign Representative, sent an email to Davies Ward Phillips & Vineberg LLP ("Davies"), counsel to the Monitor, requesting certain documents, including the files of Urbancorp's former lawyer, Barry Rotenberg, relating to certain issues which are the subject of the arbitration (the "Document Request"). A copy of Denton's request is attached as Appendix "D". Denton's specific request in this regard is as follows:

"As well, please request Barry Rotenberg's file (including emails) relating to the Downsview Shareholder's Agreement and the various Amendments to the Shareholder's Agreement. Also, please request any documents or emails that Barry has relating to value attributed to Urbancorp's interest in Downsview during the course of the "soft restructuring" between February 1, 2016 and May 18, 2016."

#### **1.4 Purposes of this Report**

1. The purposes of the report ("Report") are to:
  - a) provide background information concerning the Urbancorp proceedings that is pertinent to this motion;
  - b) discuss the Document Request; and
  - c) recommend that the Court issue an order directing Mr. Rotenberg to deliver his files as requested by the Monitor and authorizing the Monitor to provide a copy of same to Dentons.



## 2.0 Document Request

1. The Document Request was made pursuant to Section 3(d) of the Protocol. Section 3(d) of the Protocol requires the Monitor to, *inter alia*, provide the Foreign Representative with copies of all information pertaining to the Cumberland CCAA Entities as reasonably requested by the Foreign Representative, provided that the Monitor is of the view that such information is not privileged nor confidential. If the Monitor is of the view that the information is privileged or confidential, the Monitor must advise the Foreign Representative and seek directions from the Court on notice to the affected parties.
2. The Monitor is of the view that Mr. Rotenberg's files in connection with his engagement by the Cumberland CCAA Entities (the "Files") constitute the business records of the Cumberland CCAA Entities. To the extent that any privilege attaches to any of the documents in favour of the Cumberland CCAA Entities, it is the Monitor who can elect to waive privilege on behalf of the Cumberland CCAA Entities given its powers pursuant to the Initial Order.
3. The Monitor is of the view that providing the documents should assist to facilitate a full factual record in the arbitration.
4. Accordingly, on behalf of the Monitor, Davies requested Mr. Rotenberg to deliver to the Monitor the Files. A copy of this request is provided in Appendix "E".
5. Upon Mr. Rotenberg's request, the Foreign Representative offered to cover Mr. Rotenberg's reasonable costs in providing the Files up to a mutually acceptable maximum amount.
6. The Monitor is aware that the Foreign Representative has commenced proceedings against Mr. Rotenberg for claims in negligence, among other things, and that such claims are being defended by Mr. Rotenberg.
7. Subsequent emails were then exchanged between Davies and Paul Pape, counsel to Mr. Rotenberg, with respect to the Foreign Representative's proceedings against him, with the outcome that Mr. Rotenberg would not deliver the Files without being directed to do so by the Court.
8. In light of the foregoing, the Monitor is seeking this Court's direction to Mr. Rotenberg that a copy of the Files be delivered to the Monitor and that the Monitor provide a copy of the Files to the Foreign Representative.

### 3.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court make an order granting the relief detailed in Section 1.4.1(c) of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS CCAA MONITOR OF  
THE CUMBERLAND CCAA ENTITIES  
AND NOT IN ITS PERSONAL CAPACITY**

## Schedule "A"

Urbancorp Toronto Management Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge on King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

## **Appendix “D”**



Urbancorp Filing Entities Listed on Schedule "A"  
**Notes to Projected Statement of Cash Flow**  
For the Period Ending November 30, 2021  
(Unaudited; \$C)

---

**Purpose and General Assumptions**

1. The purpose of the projection ("Projection") is to present a cash flow forecast of the entities listed on \\Schedule "A" ("Urbancorp CCAA Entities") for the period September 1, 2021 to November 30, 2021 (the "Period" in respect of their proceedings under the *Companies' Creditors Arrangement Act*).

The projected cash flow statement has been prepared based and most probable assumptions.

**Most Probable Assumptions**

2. Represents sundry costs, including translation costs and postage.
3. The professional fees are in respect of the Monitor, its legal counsel, legal counsel to the Urbancorp CCAA Entities. The amounts reflected are estimates only. The amount assumes that a sale process for the Companies' interest in Downsview Homes Inc. commences immediately.
4. The cash flow deficiency will be funded from cash on hand.

Schedule A

**Urbancorp Filing Entities**

---

For the Period Ending November 30, 2020

1. Urbancorp Toronto Management Inc.
2. Urbancorp Downsview Park Development Inc.
3. Urbancorp (St. Clair Village) Inc.
4. Urbancorp (Patricia) Inc.
5. Urbancorp (Mallow) Inc.
6. Urbancorp (Lawrence) Inc.
7. Urbancorp (952 Queen West) Inc.
8. King Residential Inc.
9. Urbancorp New Kings Inc.
10. Urbancorp 60 St. Clair Inc.
11. High Res. Inc.
12. Bridge on King Inc.
13. Urbancorp Power Holdings Inc.
14. Vestaco Homes Inc.
15. Vestaco Investments Inc.
16. 228 Queen's Quay West Limited
17. Urbancorp Cumberland 1 LP
18. Urbancorp Cumberland 1 GP Inc.
19. Urbancorp Partner (King South) Inc.
20. Urbancorp (North Side) Inc.
21. Urbancorp Residential Inc.
22. Urbancorp Realtyco Inc.

## **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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC.,  
URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP  
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC.,  
URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC., AND THE AFFILIATED ENTITIES  
LISTED IN SCHEDULE "A" HERETO**

**MANAGEMENT'S REPORT ON CASH FLOW STATEMENT  
(paragraph 10(2)(b) of the CCAA)**

The management of Urbancorp Toronto Management Inc. Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsvievw Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., Hi Res. Inc. Bridge on King Inc. and the affiliated entities listed in Schedule "A" Hereto (collectively, the "Companies"), have developed the assumptions and prepared the attached statement of projected cash flow as of the 23<sup>rd</sup> day of August, 2021 for the period September 1, 2021 to November 30, 2021 ("Cash Flow"). All such assumptions are disclosed in Notes 2 to 4.

The probable assumptions are suitably supported and consistent with the plans of the Company and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1, using a set of hypothetical and probable assumptions set out in Notes 2 to 4. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Toronto, Ontario this 23<sup>rd</sup> day of August, 2021.

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.**

**SCHEDULE "A"**

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

## **Appendix “F”**

**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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC.,  
URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP  
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC.,  
URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC., AND THE AFFILIATED ENTITIES  
LISTED IN SCHEDULE "A" HERETO**

**MONITOR'S REPORT ON CASH FLOW STATEMENT  
(paragraph 23(1)(b) of the CCAA)**

The attached statement of projected cash-flow as of the 23<sup>rd</sup> day of August, 2021 of Urbancorp Toronto Management Inc. Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., Hi Res. Inc. Bridge on King Inc. and the affiliated entities listed in Schedule "A" Hereto (collectively, the "Urbancorp CCAA Entities") consisting of a weekly projected cash flow statement for the period September 1, 2021 to November 30, 2021 ("Cash Flow") has been prepared by the management of the Urbancorp CCAA Entities for the purpose described in Note 1, using the probable and hypothetical assumptions set out in Notes 2 to 4.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Urbancorp CCAA Entities. We have reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Urbancorp CCAA Entities or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- b) the Cash Flow does not reflect the probable assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto this 23<sup>rd</sup> day of August, 2021.

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS CCAA MONITOR OF  
THE URBANCORP CCAA ENTITIES  
AND NOT IN ITS PERSONAL CAPACITY**

**SCHEDULE "A"**  
List of Non-Applicant Affiliated Companies

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

## **Appendix “G”**

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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW)  
INC., URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING  
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC.,  
BRIDGE ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE  
AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

AFFIDAVIT OF NOAH GOLDSTEIN  
(sworn August 23, 2021)

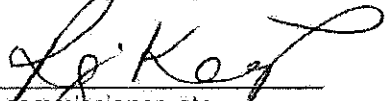
I, NOAH GOLDSTEIN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY  
AS FOLLOWS:

1. I am a Managing Director at KSV Restructuring Inc. ("KSV"), the Court-appointed monitor (the "Monitor") of the Applicants and the entities listed on Schedule "A" attached (collectively, the "Cumberland CCAA Entities"), and as such I have knowledge of the matters deposed to herein.
2. Pursuant to an order of the Ontario Superior Court of Justice ("Court") made on May 18, 2016, the Cumberland CCAA Entities were granted protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") and KSV was appointed as the Monitor in these proceedings.
3. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Monitor's fees and disbursements for the period April 1, 2021 to July 31, 2021 (the "Period").
4. The Monitor's invoices for the Period disclose in detail: the nature of the services rendered; the time expended by each person and their hourly rates; and the total charges for the services rendered; and disbursements charged. Copies of the Monitor's invoices are attached hereto as Exhibit "A" and the billing summary is attached hereto as Exhibit "B".
5. The Monitor spent a total of 241.55 hours on this matter during the Period, resulting in fees totalling \$154,785.00, excluding disbursements and HST, as summarized in Exhibit "B".



6. As reflected on Exhibit "B", the Monitor's average hourly rate for the Period was \$640.80.
7. I verily believe that the time expended and the fees charged are reasonable in light of the services performed and the prevailing market rates for services of this nature in downtown Toronto.

SWORN before me at the City of )  
Toronto, in the Province of Ontario )  
this 23<sup>rd</sup> day of August, 2021 )

  
A Commissioner, etc.



\_\_\_\_\_  
NOAH GOLDSTEIN

**Rajinder Kashyap, a Commissioner, etc.,**  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.

## Schedule "A"

Urbancorp Toronto Management Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge on King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

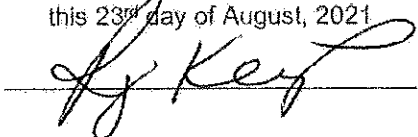
Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

Attached is Exhibit "A"  
Referred to in the  
AFFIDAVIT OF NOAH GOLDSTEIN  
Sworn before me  
this 23<sup>rd</sup> day of August, 2021

  
Commissioner for taking Affidavits, etc

**Rajinder Kaश्यap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.**



**ksv advisory inc.**

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ksvadvisory.com

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**INVOICE**

The Urbancorp Group  
Suite 2A - 120 Lynn Williams Street  
Toronto, ON M6K 3P6

May 19, 2021

Invoice No: 2192  
HST #: 818808768 RT0001

**Re: The entities listed on Schedule "A" attached (collectively, the "Companies")**

For professional services rendered in April 2021 by KSV Restructuring Inc. in its capacity as Monitor (the "Monitor") in the Companies' proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"), including:

- corresponding with Davies Ward Phillips & Vineberg LLP ("Davies"), the Monitor's legal counsel, concerning the CCAA proceedings, including calls and emails concerning the matters summarized below;

**Downsview Project**

- attending calls on April 2 and 5, 2021 with Davies to discuss the real estate project (the "Project") being developed by Urbancorp Downsview Park Developments Inc. ("Downsview") and Mattamy (Downsview) Ltd. ("Mattamy");
- attending at Court on April 6, 2021 in respect of motions to consider a sale process for the Project, or in the alternative, to arbitrate certain aspects of the Project agreements;
- considering the distribution of funds between Mattamy and Downsview in respect of the Project and discussing same with the Foreign Representative;
- considering issues related to the entitlement of Urbancorp Toronto Management Inc. to management fees payable in connection with Project;
- reviewing a report issued by the Altus Group, a cost consultant to the secured creditor on the Project, regarding the status of the Project;

**Geothermal Assets**

- reviewing motion materials in connection with a motion to distribute the proceeds from the sale of the Geothermal Assets;
- attending at Court on April 13, 2021 in connection with the distribution motion;

**Urbancorp Management Inc.**

- reviewing the receivership application of Doreen Saskin in respect of Urbancorp Management Inc. ("UMI");
- reviewing banking information provided by Ms. Saskin to support her loan to UMI;
- reviewing and commenting on the responding motion record of the Monitor in respect of the receivership application and the Monitor's bankruptcy application;
- attending the examinations of Guy Gissin, Alan Saskin and David Mandell on April 5, 2021;
- attending Court on April 12, 2021 regarding the receivership and bankruptcy application

**Other**

- working with MNP LLP to prepare income tax returns for the Companies;
- preparing harmonized sales tax returns for several of the Companies; and
- dealing with all other meetings, correspondence, etc. pertaining to this matter not specifically referenced herein.

\* \* \*

Total fees and disbursements per attached time summary	\$	58,804.30
HST		<u>7,644.56</u>
Total Due	\$	<u>66,448.86</u>

KSV Restructuring Inc.  
The Urbancorp Group  
**Time Summary**  
For the period ending April 2021

<b>Personnel</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Robert Kofman	750	50.50	37,875.00
Noah Goldstein	650	31.25	20,312.50
Other staff and administration		2.85	615.00
Total Fees		84.60	58,802.50
Disbursements			1.80
Total Fees and Disbursements		84.60	58,804.30

## Schedule "A"

Urbancorp Toronto Management Inc.  
Urbancorp (St. Clair Village) Inc.  
Urbancorp (Patricia) Inc.  
Urbancorp (Mallow) Inc.  
Urbancorp (Lawrence) Inc.  
Urbancorp Downsview Park Development Inc.  
Urbancorp (952 Queen West) Inc.  
King Residential Inc.  
Urbancorp 60 St. Clair Inc.  
High Res. Inc.  
Bridge on King Inc.  
Urbancorp Power Holdings Inc.  
Vestaco Homes Inc.  
Vestaco Investments Inc.  
228 Queen's Quay West Limited  
Urbancorp Cumberland 1 LP  
Urbancorp Cumberland 1 GP Inc.  
Urbancorp Partner (King South) Inc.  
Urbancorp (North Side) Inc.  
Urbancorp Residential Inc.  
Urbancorp Realtyco Inc.



**ksv advisory inc.**

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**INVOICE**

The Urbancorp Group  
Suite 2A - 120 Lynn Williams Street  
Toronto, ON M6K 3P6

June 14, 2021

Invoice No: 2221  
HST #: 818808768 RT0001

**Re: The entities listed on Schedule "A" attached (collectively, the "Companies")**

For professional services rendered in May 2021 by KSV Restructuring Inc. in its capacity as Monitor (the "Monitor") in the Companies' proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"), including:

- corresponding with Davies Ward Phillips & Vineberg LLP ("Davies"), the Monitor's legal counsel, concerning the CCAA proceedings, including calls and emails concerning the matters summarized below;
- reviewing Court materials filed by the Fuller Landau Group Inc., the Court appointed Monitor of Edge Triangle on Park Inc., regarding a distribution motion;

**Downsview Project**

- attending a call on May 13, 2021 with Davies to discuss the real estate project (the "Project") being developed by Urbancorp Downsview Park Developments Inc. ("Downsview") and Mattamy (Downsview) Ltd. ("Mattamy");
- reviewing a report issued by the Altus Group, a cost consultant to the secured creditor on the Project, regarding the status of the Project;
- reviewing draft financial statements for the Project for the year ending May 31, 2020;

**Geothermal Assets**

- attending at Court on May 10, 2021 in connection with the continuation of a distribution motion;
- dealing with MNP LLP ("MNP"), the Companies' accountants, and Davies, regarding several tax issues in connection with distributions, including debt forgiveness matters;
- dealing with the distribution of funds in the context of order issued by the Court;



Stay Extension

- reviewing and commenting on Court materials prepared by DLA Piper LLP, counsel to the Companies, and by Davies, in respect of a motion returnable May 27 2021 (the "Stay Extension Motion"), seeking, *inter alia*, an extension of the stay of proceedings to August 31, 2021;
- preparing a cash flow projection for the period ending August 31, 2021 ("Cash Flow Projection") in the context of the Stay Extension Motion;
- preparing Management's Report on Cash Flow Statement and the Monitor's Report on Cash Flow Statement in connection with the Cash Flow Projection;
- preparing the Forty-Sixth Report of the Monitor dated May 21, 2021, in connection with the Stay Extension Motion;
- attending at Court on May 27, 2021;

Other

- working with MNP to prepare income tax returns for the Companies;
- settling a dispute between Urbancorp Downtown Developments Inc. and Urbancorp Toronto Management Inc.;
- preparing harmonized sales tax returns for several of the Companies; and
- dealing with all other meetings, correspondence, etc. pertaining to this matter not specifically referenced herein.

\* \* \*

Total fees and disbursements per attached time summary	\$ 34,793.30
HST	4,523.13
Total Due	\$ <u>39,316.43</u>

KSV Restructuring Inc.  
The Urbancorp Group  
**Time Summary**  
Re May 2021

<b>Personnel</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Robert Kofman	750	23.10	17,325.00
Noah Goldstein	650	25.00	16,250.00
Other staff and administration		6.47	1,216.50
Total Fees		54.57	34,791.50
Disbursements			1.80
Total Fees and Disbursements		54.57	34,793.30

## Schedule "A"

Urbancorp Toronto Management Inc.  
Urbancorp (St. Clair Village) Inc.  
Urbancorp (Patricia) Inc.  
Urbancorp (Mallow) Inc.  
Urbancorp (Lawrence) Inc.  
Urbancorp Downsview Park Development Inc.  
Urbancorp (952 Queen West) Inc.  
King Residential Inc.  
Urbancorp 60 St. Clair Inc.  
High Res. Inc.  
Bridge on King Inc.  
Urbancorp Power Holdings Inc.  
Vestaco Homes Inc.  
Vestaco Investments Inc.  
228 Queen's Quay West Limited  
Urbancorp Cumberland 1 LP  
Urbancorp Cumberland 1 GP Inc.  
Urbancorp Partner (King South) Inc.  
Urbancorp (North Side) Inc.  
Urbancorp Residential Inc.  
Urbancorp Realtyco Inc.



**ksv advisory inc.**

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**INVOICE**

The Urbancorp Group  
Suite 2A - 120 Lynn Williams Street  
Toronto, ON M6K 3P6

July 26, 2021

Invoice No: 2268  
HST #: 818808768 RT0001

**Re: The entities listed on Schedule "A" attached (collectively, the "Companies")**

For professional services rendered in June 2021 by KSV Restructuring Inc. in its capacity as Monitor (the "Monitor") in the Companies' proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"), including:

- corresponding with Davies Ward Phillips & Vineberg LLP ("Davies"), the Monitor's legal counsel, concerning the CCAA proceedings, including calls and emails concerning the matters summarized below;
- finalizing a settlement between Urbancorp Downtown Developments Inc. and Urbancorp Toronto Management Inc.;
- corresponding with Davies and Alan Saskin regarding a Kingsclub termination payment ("Kingsclub Termination Payment") owing to Urbancorp Toronto Management Inc., which is currently in the Monitor's trust account;
- finalizing an acknowledgement and direction regarding the release of the Kingsclub Termination Payment to UTMI;
- dealing extensively with MNP LLP ("MNP"), the Companies' external accountants, regarding the Companies' annual income tax returns;
- attending calls on June 13 and 25, 2021 with MNP;
- dealing with Davies regarding taxes owing on the sale of geothermal assets and reviewing same internally;
- preparing harmonized sales tax returns for several of the Companies;
- reviewing questions from the Israeli Securities Authority (the "ISA") and preparing answers to the ISA's questions;

**Downsview Project**

- attending a call on June 17, 2021 with Davies to discuss the real estate project (the "Project") being developed by Urbancorp Downsview Park Developments Inc. ("Downsview") and Mattamy (Downsview) Ltd. ("Mattamy");
- reviewing draft financial statements for the Project for the year ending May 31, 2020;
- preparing questions on the draft financial statements, sending the questions to Mattamy and reviewing Mattamy's answers to same;
- reviewing the decision of Chief Justice Morawetz dated June 30, 2021 regarding the Monitor's sale process motion and Guy Gissin's arbitration motion, in Mr. Gissin's capacity as Foreign Representative of Urbancorp Inc.; and
- dealing with all other meetings, correspondence, etc. pertaining to this matter not specifically referenced herein.

\* \* \*

Total fees and disbursements per attached time summary	\$	20,016.75
HST		<u>2,602.18</u>
Total Due	\$	<u>22,618.93</u>

## Schedule "A"

Urbancorp Toronto Management Inc.  
Urbancorp (St. Clair Village) Inc.  
Urbancorp (Patricia) Inc.  
Urbancorp (Mallow) Inc.  
Urbancorp (Lawrence) Inc.  
Urbancorp Downsview Park Development Inc.  
Urbancorp (952 Queen West) Inc.  
King Residential Inc.  
Urbancorp 60 St. Clair Inc.  
High Res. Inc.  
Bridge on King Inc.  
Urbancorp Power Holdings Inc.  
Vestaco Homes Inc.  
Vestaco Investments Inc.  
228 Queen's Quay West Limited  
Urbancorp Cumberland 1 LP  
Urbancorp Cumberland 1 GP Inc.  
Urbancorp Partner (King South) Inc.  
Urbancorp (North Side) Inc.  
Urbancorp Residential Inc.  
Urbancorp Realtyco Inc.

KSV Restructuring Inc.  
The Urbancorp Group  
**Time Summary**  
For the period ending June 30, 2021

<b>Personnel</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Robert Kofman	750	11.50	8,625.00
Noah Goldstein	650	16.25	10,562.50
Other staff and administration		4.68	824.75
Total Fees		32.43	20,012.25
Disbursements			4.50
Total Fees and Disbursements		32.43	20,016.75



**ksv advisory inc.**

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**INVOICE**

The Urbancorp Group  
Suite 2A - 120 Lynn Williams Street  
Toronto, ON M6K 3P6

August 19, 2021

Invoice No: 2299  
HST #: 818808768 RT0001

**Re: The entities listed on Schedule "A" attached (collectively, the "Companies")**

For professional services rendered in July 2021 by KSV Restructuring Inc. in its capacity as Monitor (the "Monitor") in the Companies' proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"), including:

- corresponding with Davies Ward Phillips & Vineberg LLP ("Davies"), the Monitor's legal counsel, concerning the CCAA proceedings, including calls and emails concerning the matters summarized below;
- dealing extensively with MNP LLP ("MNP"), the Companies' external accountants, regarding the Companies' annual income tax returns;
- attending calls on July 19, 23, 27, 2021 with MNP regarding, *inter alia*, taxes owing by Vestaco Homes Inc., the former owner of the Bridge geothermal system;
- reviewing and commenting on a tax memorandum prepared by MNP dated July 30, 2021 ("MNP Memo");
- corresponding with Davies regarding the MNP Memo and discussing same internally;
- preparing harmonized sales tax returns for several of the Companies;
- reviewing questions from the Israeli Securities Authority (the "ISA") and preparing answers to the ISA's questions;
- compiling information related to an information request made by Farber Group, the financial advisor to the Foreign Representative of Urbancorp Inc., Guy Gissin (the "Foreign Representative");



Downsview Project

- attending calls on July 2 and 3, 2021 with Davies to discuss the real estate project (the "Project") being developed by Urbancorp Downsview Park Developments Inc. ("Downsview") and Mattamy (Downsview) Ltd. ("Mattamy");
- reviewing the decision of Chief Justice Morawetz dated June 30, 2021 (the "Decision") regarding the Monitor's sale process motion and the Foreign Representative's arbitration motion;
- corresponding with the Dentons Canada LLP, counsel to the Foreign Representative, regarding the Decision;
- corresponding with Cassels Brock & Blackwell LLP and Lax O'Sullivan Lisus Gottlieb LLP (jointly "Mattamy Counsel"), both counsel to Mattamy, regarding the Decision;
- attending a call on July 5 and 26, 2021 with Mattamy Counsel and Davies regarding the Decision;
- coordinating information requests made by the Foreign Representative with Kroll Inc., the Monitor's IT consultant;
- attending internal calls on July 12, 15, 20 and 22, 2021 to discuss the sale process contemplated by the Decision (the "Sale Process");
- preparing Sale Process materials, including a teaser, confidentiality agreement ("CA") and confidential information memorandum;
- providing a copy of the CA to Mattamy for its review and comment;
- reviewing information required for the Sale Process provided by Mattamy on July 23, 2021 (the "Sale Process Information");
- requesting additional information and clarification from Mattamy with respect to the Sale Process Information;
- reviewing internally the audited financial statements for Downsview Homes Inc. for the year ended May 30, 2020; and
- dealing with all other meetings, correspondence, etc. pertaining to this matter not specifically referenced herein.

\* \* \*

Total fees and disbursements per attached time summary	\$ 41,190.30
HST	5,354.74
Total Due	<u>\$ 46,545.04</u>

KSV Restructuring Inc.  
Urbancorp Group  
**Time Summary**  
For the month ending July 2021

<b>Personnel</b>	<b>Rate (\$)</b>	<b>Hours</b>	<b>Amount (\$)</b>
Robert Kofman	750	18.85	14,137.50
Noah Goldstein	650	19.00	12,350.00
Jordan Wong	475	30.25	14,368.75
Other staff and administration		1.85	322.50
Total Fees		69.95	41,178.75
Disbursements			11.55
Total Fees and Disbursements		69.95	41,190.30

## Schedule "A"

Urbancorp Toronto Management Inc.  
Urbancorp (St. Clair Village) Inc.  
Urbancorp (Patricia) Inc.  
Urbancorp (Mallow) Inc.  
Urbancorp (Lawrence) Inc.  
Urbancorp Downsview Park Development Inc.  
Urbancorp (952 Queen West) Inc.  
King Residential Inc.  
Urbancorp 60 St. Clair Inc.  
High Res. Inc.  
Bridge on King Inc.  
Urbancorp Power Holdings Inc.  
Vestaco Homes Inc.  
Vestaco Investments Inc.  
228 Queen's Quay West Limited  
Urbancorp Cumberland 1 LP  
Urbancorp Cumberland 1 GP Inc.  
Urbancorp Partner (King South) Inc.  
Urbancorp (North Side) Inc.  
Urbancorp Residential Inc.  
Urbancorp Realtyco Inc.

Attached is Exhibit "B"  
Referred to in the  
AFFIDAVIT OF NOAH GOLDSTEIN  
Sworn before me  
this 23<sup>rd</sup> day of August, 2021



A handwritten signature in cursive script, appearing to read "Rajinder Kashyap", is written over a horizontal line.

Commissioner for taking Affidavits, etc.

**Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.**

Cumberland CCAA Entities  
**Schedule of Professionals' Time and Rates**  
 For the Period from April 1, 2021 to July 31, 2021

Personnel	Title	Duties	Hours	Billing Rate (\$ per hour)	Amount (\$)
Robert Kofman	Managing Director	Overall responsibility	103.95	750	77,962.50
Noah Goldstein	Managing Director	All aspects of mandate	91.50	650	59,475.00
Jordan Wong	Manager	Downsview Project	30.25	475	14,368.75
Other staff and administrative	Various		15.85	150-450	2,978.75
Total fees					<u>154,785.00</u>
Total hours					241.55
Average hourly rate					\$ 640.80

## **Appendix “H”**

**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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC.,  
URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENTS INC., URBANCORP (952 QUEEN WEST) INC., KING  
RESIDENTIAL INC., URBANCORP NEW KINGS INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES.INC., BRIDGE ON KING INC. (THE "APPLICANTS") AND  
THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

**AFFIDAVIT OF  
ROBIN B. SCHWILL  
(sworn August 16, 2021)**

I, Robin B. Schwill, of the City of Toronto, in the Province of Ontario,

**MAKE OATH AND SAY:**

1. I am a partner with Davies Ward Phillips & Vineberg LLP ("**Davies**"), solicitors for KSV Kofman Inc. in its capacity as the court-appointed CCAA monitor (the "**Monitor**") of Urbancorp Toronto Management Inc., Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Developments Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp New Kings Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc. and their affiliates listed in Schedule A hereto. As such, I have knowledge of the matters deposed to herein.

2. This affidavit is sworn in support of a motion to be made in these proceedings seeking, among other things, approval of the fees and disbursements of

Davies for the period from April 1, 2021 to July 31, 2021 (the "**Period**"). There may be additional time for this Period which has been accrued but not yet billed.

3. During the Period, Davies has provided services and incurred fees in the amount of \$198,908.00 and disbursements in the amount of \$448.10, respectively (each excluding harmonized sales tax ("**HST**")).

4. A billing summary of all invoices rendered by Davies during the Period is attached hereto as Exhibit "A". A summary of the hourly rates of each person who rendered services, the total time expended by such person and the aggregate blended rate of all professionals at Davies who rendered services on this matter is attached hereto as Exhibit "B". Copies of the actual invoices are attached hereto as Exhibit "C". The invoices disclose in detail: (i) the names of each person who rendered services on this matter during the Period; (ii) the dates on which the services were rendered; (iii) the time expended each day; and (iv) the total charges for each of the categories of services rendered during the Period.

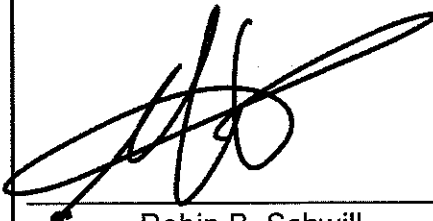


5. I have reviewed the Davies invoices and believe that the time expended and the legal fees charged are reasonable in light of the services performed and the prevailing market rates for legal services of this nature in downtown Toronto.

**SWORN** remotely by Robin B. Schwill stated as being located in the Town of Bracebridge, Province of Ontario before me at the City of Toronto, in the Province of Ontario, on the 16<sup>th</sup> day of August, 2021, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

  
\_\_\_\_\_  
Commissioner for taking affidavits.

Robert Nicholls

  
\_\_\_\_\_  
Robin B. Schwill

**SCHEDULE "A"**

**LIST OF NON APPLICANT AFFILIATES**

Urbancorp Power Holdings Inc.  
Vestaco Homes Inc.  
Vestaco Investments Inc.  
228 Queen's Quay West Limited  
Urbancorp Cumberland 1 LP  
Urbancorp Cumberland 1 GP Inc.  
Urbancorp Partner (King South) Inc.  
Urbancorp (North Side) Inc.  
Urbancorp Residential Inc.  
Urbancorp Realtyco Inc.

This is Exhibit "A"  
referred to in the Affidavit of  
Robin B. Schwill sworn before me  
this 16<sup>th</sup> day of August, 2021.



---

Commissioner for Taking Affidavits

*Robert Nicholls*

Exhibit 'A'

Billing Summary

Invoice Date	Docket Entry Periods	Fees	Disbursements	HST	Total
May 13, 2021	April 1, 2021 – April 30, 2021	\$118,986.00	\$185.35 (taxable) \$15.00 (non-taxable)	\$15,492.28	\$134,678.63
June 4, 2021	May 2, 2021, - May 31, 2021	\$28,313.50	\$95.77 (taxable) \$15.00 (non-taxable)	\$3,693.21	\$32,117.48
July 8, 2021	June 2, 2021 – July 8, 2021	\$17,028.00	\$6.83 (taxable) \$30.00 (non-taxable)	\$2,214.53	\$19,279.36
August 9, 2021	July 7, 2021 – July 31, 2021	\$34,580.50	\$100.15 (taxable)	\$4,508.49	\$39,189.14
<b>TOTALS:</b>		<b>\$198,908.00</b>	<b>\$448.10</b>	<b>\$25,908.51</b>	<b>\$225,264.61</b>

This is Exhibit "B"  
referred to in the Affidavit of  
Robin B. Schwill sworn before me  
this 16<sup>th</sup> day of August, 2021.



---

Commissioner for Taking Affidavits

*Robert Nicholls*

**Exhibit 'B'**

**Aggregate Blended Rate Summary**

<b>Individual</b>	<b>Title</b>	<b>Hours</b>	<b>Hourly Rate</b>
Paul Lamarre	Partner	1.60	1,215.00
Cathy Lo Presti	Law Clerk	.70	395.00
Robin B. Schwill	Partner	119.3	1,215.00
Eric Leduc	Reference Librarian	.40	205.00
Robert Nicholls	Associate	43.70	595.00
Sawyer Swarek	Associate	24.90	495.00
Stephanie Conte	Law Clerk	8.90	260.00
Matthew Milne-Smith	Partner	1.80	1,095.00
Maya Churilov	Student at law	3.2	340.00
Jamieson King	Student at law	3.9	340.00
Ishaan Kapur	Student at law	19.5	340.00
Total Fees from Exhibit 'A'			\$198,908.00
Total Hours			227.90
Average Blended Hourly Rate (rounded to nearest dollar)			873.00

This is Exhibit "C"  
referred to in the Affidavit of  
Robin B. Schwill sworn before me  
this 16<sup>th</sup> day of August, 2021.



---

Commissioner for Taking Affidavits

*Robert Nicholls*

**DAVIES**

155 Wellington Street West  
Toronto, ON, M5V 3J7 Canada

dwpv.com

Bill 691411

File 256201

May 13, 2021

KSV Restructuring Inc.  
150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Robert Kofman

**UrbanCorp**

Period: April 1, 2021 to April 30, 2021

FOR PROFESSIONAL SERVICES rendered during the above-noted period in connection with the above-noted matter as set out in the attached account summary.

OUR FEE	\$ 118,986.00
DISBURSEMENTS (TAXABLE)	185.35
DISBURSEMENTS (NON-TAXABLE)	15.00
SUBTOTAL	<u>119,186.35</u>
HST @ 13%	<u>15,492.28</u>
TOTAL	<u><u>\$ 134,678.63</u></u>

GST/HST No. R118882927

DAVIES WARD PHILLIPS & VINEBERG LLP

PER 



**DAVIES**

In accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

Any disbursements incurred on your behalf and not charged to your account on the date of this statement will be billed later.

**Payment can be wired as follows:**

Canadian Dollars				US Dollars Pay by SWIFT MT 103			
<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9				<b>REMIT TO AGENT BANK - INTERMEDIARY BANK</b> Wells Fargo Bank, N.A.			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 29-09219	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BIC/SWIFT</b> PNBPUS3NNYC	<b>ABA/ROUTING #</b> 026 005 092	<b>CHIPS</b> 0509	<b>CIBC's CHIPS UID</b> 015035
<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP Canadian General Account				<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 02-10714	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP US General Account			
<i>As wire fees may be charged by the source bank, it may be advisable to instruct your bank to debit your account for these additional charges.</i>							

**Please include file number as reference on transfer documents.**

If you require further information, please contact Dora Kimberley, Supervisor, Billings & Collections at 416.367.7583 or by email at [dkimberley@dwpv.com](mailto:dkimberley@dwpv.com).

Please see important terms of client service, including file retention and disposal policy, on our website, <http://www.dwpv.com/ServiceTerms>.

DAVIES

URBANCORP

TIME DETAIL

Date	Timekeeper	Description	Hours
01/Apr/21	Stephanie Conte	Document management re materials for filing (.50)	0.50
01/Apr/21	Paul Lamarre	Call with N Goldstein and MNP re 228 Queens Quay tax matters	0.30
01/Apr/21	Robert Nicholls	Continuing to review and revise distribution motion factum; Continuing to review and revise receivership objection factum; Various email correspondences with respect to uploading materials and redacted versions of same;	5.70
01/Apr/21	Robin B Schwill	Reviewing and commenting and draft distribution factum and UMI receivership factum; related emails;	5.50
02/Apr/21	Robert Nicholls	Continuing to review and revise distribution motion factum; Continuing to review and revise receivership application objection factum;	4.60
02/Apr/21	Robin B Schwill	Reviewing and commenting on draft distribution factum and UMI receivership factum; related emails;	2.20
03/Apr/21	Robert Nicholls	Email correspondence with respect to reply BOA;	0.10
03/Apr/21	Robin B Schwill	Reviewing all motion materials and preparing oral submissions;	5.00
04/Apr/21	Robert Nicholls	Assisting in preparation of reply argument for sales process approval motion;	1.90
04/Apr/21	Robin B Schwill	Preparing oral submissions on Downsview motion;	4.00
05/Apr/21	Robin B Schwill	Preparing for and attending on Downsview Motion; attending on cross-examinations of Gissin, Saskin and Mandell regarding distribution motion;	7.50
05/Apr/21	Eric Leduc	Stephanie Conte - Various, case law searches;	0.40
05/Apr/21	Robert Nicholls	Attending cross examinations of D. Mandell and G. Gissin; Continuing to review and revise receivership objection factum and distribution motion factum; Preparing responding application record to receivership application;	7.50
05/Apr/21	Stephanie Conte	Document management re book of authorities (.80)	0.80
06/Apr/21	Sawyer Swarek	Discussion with purchaser's counsel and with KSV re: new parking unit sale at 38 Joe Shuster.	0.40
06/Apr/21	Stephanie Conte	Document management (.80)	0.80
06/Apr/21	Robert Nicholls	Call to discuss various litigation matters and sale process hearing; Attending sale process approval hearing; Continuing to review and revise facta for receivership objection and distribution motion; Finalizing and assisting in service of responding application record; Preparing highlighted redaction materials for Justice	6.00

DAVIES

06/Apr/21	Robin B Schwill	Morawetz; Preparing for and attending on Downsvie motion; related calls and emails; discussion with Rob Nicholls regarding distribution motion; reviewing and commenting on distribution factum and UMI receivership factum;	8.50
07/Apr/21	Robin B Schwill	Reviewing transcripts; reviewing and commenting on draft UMI factum and distribution factum; related emails and calls with Rob Nicholls;	5.40
07/Apr/21	Cathy Lo Presti	Receive instructions from Sawyer Swarek; download the parcel register for PIN 76302-1173; reporting on findings;	0.20
07/Apr/21	Sawyer Swarek	Sale of Parking Unit 38B at 38 Joe Shuster Way - reviewed agreement of purchase and sale and drafted closing documents in connection with same.	1.40
07/Apr/21	Robert Nicholls	Preparing highlighted set of docs for sealing order; Finalizing responding application record and assisting in serving same; Filing distribution motion record; Continuing to review and revise distribution motion and receivership objection factums;	3.30
07/Apr/21	Stephanie Conte	Document management re materials for filing (1.00)	1.00
08/Apr/21	Sawyer Swarek	Review and responded to emails from Brad J. Lamb Realty and 38 Joe Shuster condo manager re sale of parking unit 38B at 38 Joe Shuster Way.	0.20
08/Apr/21	Stephanie Conte	Document management re receivership and distribution motion materials	4.20
08/Apr/21	Robert Nicholls	Finalizing receivership objection factum and distribution motion factum and arranging for service and uploading to CaseLines of same;	3.30
08/Apr/21	Robin B Schwill	Reviewing final versions on UMI factum and distribution factum;	3.50
09/Apr/21	Sawyer Swarek	Prepared documentation in connection with sale of Parking Unit 38B at 38 Joe Shuster Way. Discussion with S. Zitt re preparation of e-reg application for vesting order. Coordinated execution of documents by KSV and emails with R. Schwill re executed monitor's certificate.	1.00
09/Apr/21	Robert Nicholls	Various email correspondences with respect to CaseLines access of various parties to the distribution motion;	0.40
09/Apr/21	Robin B Schwill	Reviewing reply factums on distribution motion; related emails;	4.40
09/Apr/21	Stephanie Conte	Document management re motion materials (1.20)	1.20
09/Apr/21	Sawyer Swarek	Prepared documentation for sale of parking unit 38B at 38 Joe Shuster Way.	0.40
10/Apr/21	Robin B Schwill	Preparing submissions for UMI motion; reviewing all motion materials;	4.00
11/Apr/21	Robin B Schwill	Reviewing case law; preparing submissions on UMI motion;	5.00
12/Apr/21	Robin B Schwill	Preparing for and attending on UMI motion; preparing submissions on distribution motion and reviewing all court material regarding	8.70

DAVIES

12/Apr/21	Sawyer Swarek	same; reviewing case law; Sale of parking unit 38B to R. Parry (38 Joe Shuster Way) - prepared e-reg application for vesting order, reviewed purchaser's requisition letter and responded to same, discussion with R. Schwill re judicial vesting order.	1.60
12/Apr/21	Robert Nicholls	Attending hearing on receivership application of D. Saskin and preparing counsel slip related to same;	1.20
13/Apr/21	Sawyer Swarek	Preparation for closing of sale of unit 38B at 38 Joe Shuster Way.	0.20
13/Apr/21	Robert Nicholls	Attending distribution motion hearing; Preparing and delivering counsel slip related to same;	3.40
13/Apr/21	Robin B Schwill	Attending that court hearing; related emails; telephone call with counsel to the Israeli functionary; telephone call with Bobby Kofman regarding same; emails in regarding new court date;	5.30
14/Apr/21	Robin B Schwill	Emails regarding new court date;	0.20
14/Apr/21	Sawyer Swarek	Coordinated pre-closing matters re: sale of unit 38B at 38 Joe Shuster Way.	1.30
14/Apr/21	Robert Nicholls	Assisting in re-uploading documents to sync folders and email correspondences with respect to same;	0.90
14/Apr/21	Stephanie Conte	Document management re KSV materials	0.40
15/Apr/21	Sawyer Swarek	Coordinated closing of sale of parking unit 38B at 38 Joe Shuster Way.	0.40
15/Apr/21	Robert Nicholls	Email correspondences with respect to documents uploaded to sync;	0.10
15/Apr/21	Robin B Schwill	Emails regarding new court date;	0.10
16/Apr/21	Robin B Schwill	Reviewing materials for stay extension; related emails on court date; filing closing certificated for parking and locker unit sales;	0.50
16/Apr/21	Sawyer Swarek	Coordinated delivery of closing funds to KSV re sale of parking unit 38B at 38 Joe Shuster Way.	0.20
19/Apr/21	Sawyer Swarek	Reviewed requisition letter received for sale of units to M. Boateng re 38 Joe Shuster Way.	0.30
19/Apr/21	Robin B Schwill	Engaged regarding booking of court date; related emails;	0.30
20/Apr/21	Sawyer Swarek	Reviewed and responded to requisition letter re: sale of parking and bike storage units to M. Boateng at 38 Joe Shuster Way; drafted statement of adjustments in connection with same.	0.80
20/Apr/21	Robin B Schwill	Emails regarding a court date;	0.10
21/Apr/21	Sawyer Swarek	Reviewed and responded to purchaser's counsel email re: sale to M. Boateng at 38 Joe Shuster Way.	0.10
21/Apr/21	Robin B Schwill	Emails regarding Downsview audit; emails regarding the geothermal proceeds distribution motion;	0.20
22/Apr/21	Sawyer Swarek	Prepared sale documentation re sale of units to M. Boateng at 38 Joe Shuster Way.	0.60

**DAVIES**

22/Apr/21	Robin B Schwill	Emails regarding stay extension;	0.10
23/Apr/21	Sawyer Swarek	Attention to various matters re sale of units 71D and 95B at 38 Joe Shuster Way.	0.50
23/Apr/21	Robin B Schwill	Emails regarding vesting order in respect of additional parking and biking unit sales;	0.80
26/Apr/21	Sawyer Swarek	Coordinated settlement of documents and outstanding issues with purchaser's counsel re sale of units 71D and 95B to M. Boateng at 38 Joe Shuster Way.	1.30
26/Apr/21	Robin B Schwill	Emails regarding vesting order for parking unit sales;	0.10
27/Apr/21	Sawyer Swarek	Revised statement of adjustments in connection with new closing date re: sale of units 71D and 95B to M. Boateng at 38 Joe Shuster Way.	0.20
29/Apr/21	Sawyer Swarek	General attention to matter and review and response to emails in connection with sale to M. Boateng at 38 Joe Shuster Way.	0.50
30/Apr/21	Sawyer Swarek	Attention to matter in connection with closing of sale of units to M. Boateng at 38 Joe Shuster Way.	0.60
30/Apr/21	Robin B Schwill	Coordinating booking of stay extension hearing; related emails;	0.50
<b>TOTAL HOURS</b>			<b>132.10</b>
<b>FEES:</b>			<b>\$118,986.00</b>

**TIMEKEEPER SUMMARY**

Timekeeper	Rate	Hours	Amount
Paul Lamarre	1,215.00	0.30	364.50
Cathy Lo Presti	395.00	0.20	79.00
Robin B. Schwill	1,215.00	71.90	87,358.50
Eric Leduc	205.00	0.40	82.00
Robert Nicholls	595.00	38.40	22,848.00
Sawyer Swarek	495.00	12.00	5,940.00
Stephanie Conte	260.00	8.90	2,314.00
<b>TOTAL</b>		<b>132.10</b>	<b>118,986.00</b>

**DISBURSEMENT SUMMARY**

	Amount
<b>Non-Taxable</b>	
Bank Charges	15.00
<b>Taxable</b>	
Courier	6.77
Teraview Searches	34.85

DAVIES

Searches - Library	17.53
Process Servers	125.00
Reproduction Charges	1.20
<b>TOTAL</b>	<b>200.35</b>

**DAVIES**

155 Wellington Street West  
Toronto, ON, M5V 3J7 Canada

[dwpv.com](http://dwpv.com)

Bill 693057

File 256201

June 4, 2021

KSV Restructuring Inc.  
150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Robert Kofman

**UrbanCorp**

Period: May 3, 2021 to May 31, 2021

FOR PROFESSIONAL SERVICES rendered during the above-noted period in connection with the above-noted matter as set out in the attached account summary.

OUR FEE	\$ 28,313.50
DISBURSEMENTS (TAXABLE)	95.77
DISBURSEMENTS (NON-TAXABLE)	15.00
SUBTOTAL	<u>28,424.27</u>
HST @ 13%	3,693.21
TOTAL	<u><u>\$ 32,117.48</u></u>

GST/HST No. R118882927

PER 

DAVIES WARD PHILLIPS & VINEBERG LLP

**DAVIES**

In accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

Any disbursements incurred on your behalf and not charged to your account on the date of this statement will be billed later.

**Payment can be wired as follows:**

Canadian Dollars				US Dollars Pay by SWIFT MT 103			
<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9				<b>REMIT TO AGENT BANK - INTERMEDIARY BANK</b> Wells Fargo Bank, N.A.			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 29-09219	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BIC/SWIFT</b> PNBPUS3NNYC	<b>ABA/ROUTING #</b> 026 005 092	<b>CHIPS</b> 0509	<b>CIBC's CHIPs UID</b> 015035
<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP Canadian General Account				<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 02-10714	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP US General Account			
<i>As wire fees may be charged by the source bank, it may be advisable to instruct your bank to debit your account for these additional charges.</i>							

**Please include file number as reference on transfer documents.**

If you require further information, please contact Dora Kimberley, Supervisor, Billings & Collections at 416.367.7583 or by email at [dkimberley@dwpv.com](mailto:dkimberley@dwpv.com).

Please see important terms of client service, including file retention and disposal policy, on our website, <http://www.dwpv.com/ServiceTerms>.



DAVIES

URBANCORP

TIME DETAIL

Date	Timekeeper	Description	Hours
03/May/21	Sawyer Swarek	Post-closing matters re sale to M. Boateng of units at 38 Joe Shuster Way.	0.40
03/May/21	Robin B Schwill	Emails regarding stay extension motion;	0.10
04/May/21	Robin B Schwill	Emails regarding distribution matters;	0.30
05/May/21	Sawyer Swarek	Attention to various post-closing matters in connection with 38 Joe Shuster Way sales.	0.40
10/May/21	Sawyer Swarek	Reviewed and revised draft closing documents prepared by J. March in connection with upcoming sale of units 68D and 74D at 38 Joe Shuster Way. Communication with purchaser's counsel in connection with same.	1.10
10/May/21	Robert Nicholls	Attending further hearing on the geothermal distribution motion;	2.70
10/May/21	Robin B Schwill	Attending on Distribution motion; telephone call with counsel to the Israeli Functionary regarding same; related emails;	3.00
11/May/21	Robin B Schwill	Drafting form of Interim Distribution Order with respect to Bridge proceeds; related emails;	1.60
11/May/21	Sawyer Swarek	Reviewed and responded to various emails in connection with upcoming sale of units 68D and 74D at 38 Joe Shuster Way.	0.20
12/May/21	Sawyer Swarek	Reviewed and responded to various emails with purchaser's counsel, Noah Goldstein, and R. Schwill in connection with upcoming sale of units 68D and 74D at 38 Joe Shuster.	0.40
12/May/21	Robin B Schwill	Emails regarding issuance of interim distribution order with respect to Bridge proceeds;	0.70
13/May/21	Sawyer Swarek	Reviewed and responded to various emails with Brad J. Lamb and purchaser's counsel in connection with upcoming sale of units 68D and 74D at 38 Joe Shuster Way.	0.40
13/May/21	Robin B Schwill	Emails regarding parking unit sales; emails regarding questions from Chief Justice on impact of Bridge Interim Distribution Order; Telephone conversation with counsel to Israeli Functionary regarding same;	2.00
14/May/21	Sawyer Swarek	Coordinated pre-closing matters with purchaser's counsel and attention to Teraview matters in connection with upcoming sale of units 68D and 74D at 38 Joe Shuster Way.	0.40
16/May/21	Robin B Schwill	Reviewing and commenting on stay extension report; related emails;	1.00
17/May/21	Sawyer Swarek	Attention to closing of sale of parking units 68D and 74D at 38 Joe Shuster Way, including settlement and exchange of closing documents, movement of funds, and all other matters relating to closing.	2.30
17/May/21	Robin B Schwill	Reviewing revisions to stay extension report; related emails;	0.60

**DAVIES**

18/May/21	Sawyer Swarek	Attention to various post-closing matters in connection with sale of parking units 68D and 74D at 38 Joe Shuster Way.	0.40
18/May/21	Robin B Schwill	Reviewing stay extension materials;	0.20
19/May/21	Sawyer Swarek	Coordinated payment of outstanding commission amounts for Brad J. Lamb re: sale of units to R. Parry and M. Boateng at 38 Joe Shuster Way.	0.20
19/May/21	Robin B Schwill	Telephone conversation with counsel to the Israeli Functionary regarding outstanding orders and stay extension;	0.50
20/May/21	Robin B Schwill	Reviewing UMI decision; related emails and calls;	1.70
21/May/21	Robin B Schwill	Reviewing stay extension materials;	0.70
25/May/21	Sawyer Swarek	Attention to new sale at 38 Joe Shuster Way scheduled for June 3; discussion with purchaser's counsel on sale to R. Parry re: land registry office comments on registered instruments.	0.50
25/May/21	Robin B Schwill	Telephone conversation with counsel to the Israeli Functionary regarding assignment of LCs and total distributions to date;	0.20
26/May/21	Sawyer Swarek	Emails with Land Registry Office to discuss monitor's certificate and attachment of same to registered vesting order in connection with sale to R. Parry at 38 Joe Shuster Way.	0.30
26/May/21	Cathy Lo Presti	Re: Unit 38, Level B, TSCPNo. 2302 Discussions with Sawyer Swarek regarding corrections to a Monitor's Certificate; download the PIN and review the vesting order; reporting to Sawyer Swarek on procedure to correct;	0.50
26/May/21	Robin B Schwill	Reviewing materials for stay extension motion; reviewing consent distribution order for Edge; related emails and calls;	2.40
27/May/21	Sawyer Swarek	Reviewed draft closing documents prepared by J. March in connection with upcoming sale of bike unit to K. Garland at 38 Joe Shuster Way and revised same.	0.60
27/May/21	Robin B Schwill	Preparing for and attending on stay extension motion; emails regarding various orders to be issued and entered;	2.40
28/May/21	Sawyer Swarek	Discussions with N. Goldstein and Brad J. Lamb re: June closing at 38 Joe Shuster Way.	0.30
28/May/21	Paul Lamarre	Review email from N Goldstein re debt forgiveness; Consider same and review files and legislation re same	0.50
28/May/21	Robin B Schwill	Emails regarding UDDI motion; emails regarding distributions; Telephone conversation with counsel to the Israeli Functionary regarding same;	0.70
<b>TOTAL HOURS</b>			<b>29.70</b>
<b>FEES:</b>			<b>\$28,313.50</b>

**DAVIES**

**TIMEKEEPER SUMMARY**

<b>Timekeeper</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Paul Lamarre	1,215.00	0.50	607.50
Cathy Lo Presti	395.00	0.50	197.50
Robin B. Schwill	1,215.00	18.10	21,991.50
Robert Nicholls	595.00	2.70	1,606.50
Sawyer Swarek	495.00	7.90	3,910.50
<b>TOTAL</b>		<b>29.70</b>	<b>28,313.50</b>

**DISBURSEMENT SUMMARY**

	<b>Amount</b>
<b>Non-Taxable</b>	
Bank Charges	15.00
<b>Taxable</b>	
Courier	6.77
Teraview Searches	88.85
Reproduction Charges	0.15
<b>TOTAL</b>	<b>110.77</b>

**DAVIES**

155 Wellington Street West  
Toronto, ON, M5V 3J7 Canada

Bill 695451

dwpv.com

File 256201

July 8, 2021

KSV Restructuring Inc.  
150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Robert Kofman

**UrbanCorp**

Period: June 2, 2021 to July 8, 2021

FOR PROFESSIONAL SERVICES rendered during the above-noted period in connection with the above-noted matter as set out in the attached account summary.

OUR FEE	\$ 17,028.00
DISBURSEMENTS (TAXABLE)	6.83
DISBURSEMENTS (NON-TAXABLE)	30.00
SUBTOTAL	<u>17,064.83</u>
HST @ 13%	2,214.53
TOTAL	<u><u>\$ 19,279.36</u></u>

GST/HST No. R118882927

PER 

DAVIES WARD PHILLIPS & VINEBERG LLP

**DAVIES**

In accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

Any disbursements incurred on your behalf and not charged to your account on the date of this statement will be billed later.

**Payment can be wired as follows:**

<b>Canadian Dollars</b>				<b>US Dollars Pay by SWIFT MT 103</b>			
<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9				<b>REMIT TO AGENT BANK - INTERMEDIARY BANK</b> Wells Fargo Bank, N.A.			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 29-09219	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BIC/SWIFT</b> PNBPUS3N NYC	<b>ABA/ROUTING #</b> 026 005 092	<b>CHIPS</b> 0509	<b>CIBC's CHIPS UID</b> 015035
<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP Canadian General Account				<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 02-10714	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP US General Account			
<i>As wire fees may be charged by the source bank, it may be advisable to instruct your bank to debit your account for these additional charges.</i>							

**Please include file number as reference on transfer documents.**

If you require further information, please contact Dora Kimberley, Supervisor, Billings & Collections at 416.367.7583 or by email at [dkimberley@dwpv.com](mailto:dkimberley@dwpv.com).

Please see important terms of client service, including file retention and disposal policy, on our website, <http://www.dwpv.com/ServiceTerms>.

DAVIES

URBANCORP

TIME DETAIL

Date	Timekeeper	Description	Hours
02/Jun/21	Robin B Schwill	Telephone conversation with counsel to the Israeli Functionary regarding distributions from UTMI; related emails;	0.30
04/Jun/21	Sawyer Swarek	Reviewed purchase agreements for upcoming sales at 38 Joe Shuster Way.	0.20
04/Jun/21	Robin B Schwill	Reviewing UDDI and UMI claims; related emails; drafting an acknowledgment and release;	1.00
06/Jun/21	Sawyer Swarek	Correspondence with J. March re upcoming sales at 38 Joe Shuster Way.	0.10
07/Jun/21	Robin B Schwill	Drafting UDDI release; drafting UTMI release for DMA and CMA terminations; related emails;	1.30
08/Jun/21	Robin B Schwill	Emails regarding UDDI and CMA releases;	0.20
09/Jun/21	Robin B Schwill	Reviewing memo on demand obligations with respect to inter-company claims; discussion with Rob Nicholls regarding same; related emails;	2.30
09/Jun/21	Sawyer Swarek	Reviewed closing documents and general correspondence with purchaser's counsel on sales at 38 Joe Shuster Way scheduled for June 15.	0.50
10/Jun/21	Sawyer Swarek	Attention to various post-closing matters related to sale of unit at 38 Joe Shuster Way to M. Boateng.	0.40
11/Jun/21	Sawyer Swarek	Prepared closing documents and correspondence with purchaser's counsel re same re sales at 38 Joe Shuster Way scheduled for June 15.	0.50
13/Jun/21	Sawyer Swarek	Correspondence with purchaser's counsel re upcoming sales of storage units at 38 Joe Shuster Way.	0.20
14/Jun/21	Sawyer Swarek	Correspondence with purchaser's counsel on multiple sales at 38 Joe Shuster scheduled to close June 15; reviewed and prepared final executed closing documents in connection with same.	0.50
15/Jun/21	Sawyer Swarek	Correspondence with purchasers' counsels and N. Goldstein re extending closing date to June 21.	0.20
16/Jun/21	Sawyer Swarek	Correspondence with purchasers counsels and R. Schwill re upcoming closings at 38 Joe Shuster.	0.20
16/Jun/21	Robin B Schwill	Revising CMA termination release; related emails;	0.80
17/Jun/21	Robin B Schwill	Engaged regarding UDDI and CMA termination releases; related emails;	1.10
18/Jun/21	Robin B Schwill	Emails regarding releases;	0.50
21/Jun/21	Sawyer Swarek	Closing of sales of units 87B, 107B, and 108B at 38 Joe Shuster Way.	1.20
21/Jun/21	Robin B Schwill	Reviewing revisions to releases; related emails;	0.50

DAVIES

23/Jun/21	Sawyer Swarek	Coordinated various post-closing matters for sales of units 87, 107, and 108B at 38 Joe Shuster Way.	0.30
24/Jun/21	Robin B Schwill	Engaged regarding UDDI and Saskin releases;	0.70
25/Jun/21	Robin B Schwill	Engaged in UDDI and Saskin releases matters; Telephone conversation with Barry Rotenberg regarding same;	0.30
25/Jun/21	Sawyer Swarek	Attention to various post-closing matters for sales at 38 Joe Shuster Way.	0.40
30/Jun/21	Robin B Schwill	Reading Downsview decision; related calls and emails;	0.80
02/Jul/21	Robin B Schwill	Conference call regarding mediation and sales process considerations; related emails;	0.40
05/Jul/21	Robin B Schwill	Conference call with counsel to Mattamy regarding mediation and sales process considerations; related emails;	1.00
06/Jul/21	Robin B Schwill	Drafting email to counsel to the Israeli Functionary regarding mediation and sales process matters; related emails; engaged regarding court attendance on redactions; related emails;	0.90
<b>TOTAL HOURS</b>			<b>16.80</b>
<b>FEES:</b>			<b>\$17,028.00</b>

**TIMEKEEPER SUMMARY**

Timekeeper	Rate	Hours	Amount
Robin B. Schwill	1,215.00	12.10	14,701.50
Sawyer Swarek	495.00	4.70	2,326.50
<b>TOTAL</b>		<b>16.80</b>	<b>17,028.00</b>

**DISBURSEMENT SUMMARY**

	Amount
<b>Non-Taxable</b>	
Bank Charges	30.00
<b>Taxable</b>	
Courier	6.83
<b>TOTAL</b>	<b>36.83</b>

**DAVIES**

155 Wellington Street West  
Toronto, ON, M5V 3J7 Canada

[dwpv.com](http://dwpv.com)

Bill 697964

File 256201

August 9, 2021

KSV Restructuring Inc.  
150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Robert Kofman

**UrbanCorp**

Period: July 7, 2021 to July 31, 2021

FOR PROFESSIONAL SERVICES rendered during the above-noted period in connection with the above-noted matter as set out in the attached account summary.

OUR FEE	\$ 34,580.50
DISBURSEMENTS (TAXABLE)	<u>100.15</u>
SUBTOTAL	34,680.65
HST @ 13%	<u>4,508.49</u>
TOTAL	<u><u>\$ 39,189.14</u></u>

GST/HST No. R118882927

DAVIES WARD PHILLIPS & VINEBERG LLP

PER 



**DAVIES**

In accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered.

Any disbursements incurred on your behalf and not charged to your account on the date of this statement will be billed later.

**Payment can be wired as follows:**

<b>Canadian Dollars</b>				<b>US Dollars Pay by SWIFT MT 103</b>			
<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9				<b>REMIT TO AGENT BANK - INTERMEDIARY BANK</b> Wells Fargo Bank, N.A.			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 29-09219	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BIC/SWIFT</b> PNBPUS3N NYC	<b>ABA/ROUTING #</b> 026 005 092	<b>CHIPS</b> 0509	<b>CIBC's CHIPS UID</b> 015035
<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP Canadian General Account				<b>BENEFICIARY BANK</b> Canadian Imperial Bank of Commerce (CIBC) CIBC Main Branch, Commerce Court, Toronto, Ontario M5L 1G9			
<b>BANK #</b> 010	<b>TRANSIT #</b> 00002	<b>ACCOUNT #</b> 02-10714	<b>CIBC SWIFT CODE</b> CIBCCATT	<b>BANK ACCOUNT NAME</b> Davies Ward Phillips & Vineberg LLP US General Account			
<i>As wire fees may be charged by the source bank, it may be advisable to instruct your bank to debit your account for these additional charges.</i>							

**Please include file number as reference on transfer documents.**

If you require further information, please contact Dora Kimberley, Supervisor, Billings & Collections at 416.367.7583 or by email at [dkimberley@dwpv.com](mailto:dkimberley@dwpv.com).

Please see important terms of client service, including file retention and disposal policy, on our website, <http://www.dwpv.com/ServiceTerms>.

# DAVIES

## URBANCORP

### TIME DETAIL

Date	Timekeeper	Description	Hours
07/Jul/21	Robin B Schwill	Engaged in redacted materials issue; related emails; drafting purchase and sale agreement template for Downsview interest;	2.20
07/Jul/21	Robert Nicholls	Email correspondence with respect to ShareFile of redacted documents;	0.10
08/Jul/21	Robin B Schwill	Attending on Court appointment regarding Downsview decision redactions; related emails and calls; drafting response to ISA questions; related emails and calls;	6.00
09/Jul/21	Robin B Schwill	Finalizing responses to ISA questions;	0.50
09/Jul/21	Sawyer Swarek	Correspondence with purchaser's counsel re sale to Peter Niiranen at 38 Joe Shuster Way with respect to land titles office certification of registered instrument.	0.30
12/Jul/21	Robin B Schwill	Emails regarding Downsview mediation; emails regarding information requests;	0.70
14/Jul/21	Paul Lamarre	Review email re tax memo	0.10
14/Jul/21	Robin B Schwill	Conference call regarding Downsview arbitration; related emails and calls;	0.50
15/Jul/21	Robin B Schwill	Emails regarding Israeli Functionary information requests; emails regarding mediation;	0.70
19/Jul/21	Robin B Schwill	Emails regarding Downsview mediation and related information requests;	0.10
20/Jul/21	Robert Nicholls	Assisting in reviewing Urbancorp email correspondences;	1.00
20/Jul/21	Maya Churilov	Correspondence with R. Nicholls regarding the file and privileged emails.	0.50
21/Jul/21	Maya Churilov	Reviewed emails sent from Alan Saskin for privilege.	0.50
21/Jul/21	Robin B Schwill	Reading leave to appeal application; Telephone conversation with Bobby Kofman regarding same; related emails;	1.00
22/Jul/21	Robin B Schwill	Engaged on closing matters;	1.10
22/Jul/21	Ishaan Kapur	Connected with Maya Churilov to discuss the email review task; began reviewing the documents.	0.50
22/Jul/21	Robert Nicholls	Call to discuss review of internal emails;	0.30
22/Jul/21	Matthew Milne-Smith	Reviewing Gissin decision and Notice of Appeal.	0.90
22/Jul/21	Maya Churilov	Reviewed emails between Urbancorp and other parties for privilege. Correspondence with I. Kapur.	0.50
23/Jul/21	Matthew Milne-Smith	Emails with R Nicholls and R Schwill re leave to appeal; analyzing appellants' case.	0.90

**DAVIES**

26/Jul/21	Paul Lamarre	Review MNP memo; Email to N Goldstein re same	0.70
26/Jul/21	Robin B Schwill	Conference call with counsel to Mattamy regarding appeal of sales process order and arbitration; related emails;	0.60
27/Jul/21	Maya Churilov	Reviewed Urbancorp emails for personal litigation privilege.	1.70
27/Jul/21	Ishaan Kapur	Reviewed client's emails to identify those involving personal solicitor-client privilege.	3.60
27/Jul/21	Robert Nicholls	Call to discuss email review;	0.30
28/Jul/21	Ishaan Kapur	Reviewed client's emails to identify those involving personal solicitor-client privilege.	2.70
29/Jul/21	Jamieson King	Call with R. Nicholls to discuss the scope of the research assignment. Reviewed secondary resources which discuss the court's deference to super monitors and receivers.	2.40
29/Jul/21	Robin B Schwill	Drafting reply to ISA question exhibits; Telephone conversation with Bobby Kofman regarding same; email exchanges with counsel to Barry Rotenberg regarding information request; Telephone conversation with counsel to Israeli Functionary regarding same; emails regarding stay extension;	3.80
29/Jul/21	Ishaan Kapur	Reviewed client's emails to identify those involving personal solicitor-client privilege.	4.60
29/Jul/21	Robert Nicholls	Drafting reply factum on leave to appeal motion brought by foreign representative;	0.90
30/Jul/21	Jamieson King	Reviewed secondary sources which discuss the requirement for monitor's to support their recommendations with independent evidence.	1.50
30/Jul/21	Ishaan Kapur	Continued reviewing the client's emails to identify those involving personal solicitor-client privilege.	8.10
<b>TOTAL HOURS</b>			<b>49.30</b>
<b>FEES:</b>			<b>\$34,580.50</b>

**TIMEKEEPER SUMMARY**

<b>Timekeeper</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Matthew Milne-Smith	1,095.00	1.80	1,971.00
Paul Lamarre	1,215.00	0.80	972.00
Robin B. Schwill	1,215.00	17.20	20,898.00
Robert Nicholls	595.00	2.60	1,547.00
Sawyer Swarek	495.00	0.30	148.50
Maya Churilov	340.00	3.20	1,088.00
Jamieson King	340.00	3.90	1,326.00
Ishaan Kapur	340.00	19.50	6,630.00

DAVIES

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<b>TOTAL</b>	<b>49.30</b>	<b>34,580.50</b>
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**DISBURSEMENT SUMMARY**

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	<b>Amount</b>
<b>Taxable</b>	
Transaction Levy Surcharge	100.00
Reproduction Charges	0.15
<b>TOTAL</b>	<b>100.15</b>

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

Court File No. CV-16-11389-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENTS INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP NEW KINGS INC., URBANCORP 60 ST. CLAIR INC., HIGH RES.INC., BRIDGE ON KING INC. (THE "APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

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

Proceeding commenced at Toronto

**AFFIDAVIT OF ROBIN B. SCHWILL**

**DAVIES WARD PHILLIPS & VINEBERG LLP**  
155 WELLINGTON STREET WEST  
TORONTO, ON M5V 3J7

Robin B. Schwill (LSUC #384521)  
Jay A. Swartz (LSUC #: 15417L)  
Tel: 416.863.0900  
Fax: 416.863.0871

Lawyers for the Monitor

## **Appendix “I”**

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 TORONTO  
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)  
INC., URBANCORP (PATRICIA) INC., URBANCORP  
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,  
URBANCORP DOWNSVIEW PARK DEVELOPMENT INC.,  
URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL  
INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC.,  
BRIDGE ON KING INC. (Collectively the "Applicants") AND THE  
AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

FEE AFFIDAVIT OF EDMOND F.B. LAMEK  
(sworn August 23, 2021)

I, EDMOND F. B. LAMEK, of the City of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am a partner in the law firm of DLA Piper (Canada) LLP ("DLA"), the solicitors to the Applicants and entities listed in Schedule "A" to the Initial CCAA Order (the "Urbancorp CCAA Entities"). I have knowledge of the matters hereinafter deposed to.

2. Attached hereto as Exhibit "A" is a copy of the Statement of Account of DLA in respect of services rendered to the Urbancorp CCAA Entities for the period from April 1, 2021 to July 31, 2021 (the "Billing Period"). During the Billing Period, the total fees billed by DLA were \$2,687.50, plus disbursements in the amount of \$320 and applicable taxes of \$349.38.

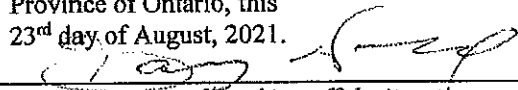
3. As set out in the following table, 4.3 hours were billed by DLA personnel during the Billing Period, resulting in an average hourly rate of \$625 (exclusive of applicable taxes):

Lawyers	Hours	Rate/Hr.
Danny Nunes	4.3	\$625
<b>TOTAL</b>	<b>4.3</b>	<b>Avg. Rate/Hr: \$625</b>

4. The activities detailed in the Statement of Account attached as Exhibit "A" accurately reflect the services provided by DLA and the rates charged are the standard hourly rates of those individuals at DLA at the time they were incurred.

5. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of DLA set out above and for no other or improper purpose.

Sworn before me at the  
City of Toronto, in the  
Province of Ontario, this  
23<sup>rd</sup> day of August, 2021.

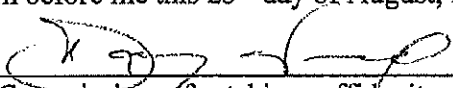
  
A Commissioner for taking affidavits, etc.

DANNY NUNES

  
EDMOND F.B. LAMEK



This is Exhibit "A" referred to in the Affidavit of Edmond Lamek  
sworn before me this 23<sup>rd</sup> day of August, 2021.

  
\_\_\_\_\_  
A Commissioner for takings affidavits, etc.

DANNY NUNES



DLA Piper (Canada) LLP  
Suite 6000, 1 First Canadian Place  
PO Box 367, 100 King St W  
Toronto ON M5X 1E2  
www.dlapiper.com  
T 416.365.3500  
F 416.365.7886

Urbancorp CCAA Entities c/o KSV Advisory Inc.  
Private and Confidential  
150 King Street West  
Suite 2308, Box 42  
Toronto, ON M5H 1J9 Canada  
Attention: Bobby Kofman/Noah Goldstein

Our File No: 038694-00001

Urbancorp Toronto Management Inc.  
Re: CCAA Proceedings

Date: June 21, 2021  
Invoice Number: 2038589

### PROFESSIONAL SERVICES

For Professional Services rendered and/or disbursements advanced through May 31, 2021.

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
04/30/21	Danny Nunes	Review correspondence regarding stay extension motion;	0.10	62.50
05/17/21	Danny Nunes	Correspondence to N. Goldstein regarding monitor's draft report;	0.10	62.50
05/18/21	Danny Nunes	Review draft monitor's report;	0.40	250.00
05/19/21	Danny Nunes	Draft stay extension motion materials; correspondence with R. Schwill, B Kofman and N. Goldstein regarding same; correspondence with E. Lamek regarding fee affidavit; correspondence with N. Goldstein regarding same;	1.40	875.00
05/20/21	Danny Nunes	Correspondence with R. Schwill and B. Kofman regarding assignment of LCs;	0.20	125.00
05/21/21	Danny Nunes	Finalize stay extension motion materials; correspondence with R. Schwill, B. Kofman and N. Goldstein regarding same; serve stay extension motion materials;	0.70	437.50
05/25/21	Danny Nunes	Correspondence with C. Henderson and R. Schwill regarding LCs; review correspondence from R. Schwill and B. Kofman regarding amendment to stay extension order; correspondence to N. Rabinovitch regarding same; correspondence with R. Drake regarding stay extension motion;	0.40	250.00



<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
05/26/21	Danny Nunes	Review correspondence from N. Rabinovitch attaching revised stay extension order; revise same and upload;	0.20	125.00
05/27/21	Danny Nunes	Review materials and attend stay extension motion; correspondence to service list regarding same;	0.80	500.00
<b>Total Hours and Fees:</b>			<b>4.30</b>	<b>\$2,687.50</b>

**PROFESSIONAL SERVICES SUMMARY**

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Danny Nunes	625.00	4.30	2,687.50
<b>Total Fees:</b>			<b>\$2,687.50</b>

**DISBURSEMENT SUMMARY**

Disbursements

Non-Taxable Disbursements

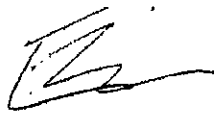
<u>Description</u>	<u>Amount</u>
Filing Fees	\$320.00
<b>Non-Taxable Disbursements:</b>	<b>\$320.00</b>

**BILL SUMMARY**

	Total Fees:	\$	2,687.50
	Total Disbursements:	\$	320.00
REG # 110 152 824	Total HST:	\$	349.38
	<b>Total Current Invoice Due:</b>	<b>CAD \$</b>	<b>3,356.88</b>

This is our account.

**DLA Piper (Canada) LLP**

Per:   
 Edmond Lamek

*Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.*

**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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (Collectively the "Applicants") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO**

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

Proceedings commenced at Toronto

**AFFIDAVIT OF EDMOND F.B. LAMEK  
(sworn August 23, 2021)**

**DLA PIPER (CANADA) LLP**  
1 First Canadian Place, Suite 6000  
100 King Street West  
Toronto, ON M5X 1E2

**Edmond F.B. Lamek (LSO #33338U)**  
Tel: 416.365.4444  
Fax: 416.369.7945  
Email: edmond.lamек@dlapiper.com

**Danny M. Nunes (LSO #53802D)**  
Tel: 416.365.4444  
Fax: 416.369.7945  
Email: danny.nunes@dlapiper.com

**Lawyers for the Urbancorp CCAA Entities**

# TAB 3

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

THE HONOURABLE CHIEF )  
JUSTICE MORAWETZ )  
MONDAY, THE 30<sup>TH</sup> DAY  
OF AUGUST, 2021

**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 TORONTO  
MANAGEMENT INC., URBANCORP (ST. CLAIR  
VILLAGE) INC., URBANCORP (PATRICIA) INC.,  
URBANCORP (MALLOW) INC., URBANCORP  
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK  
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST)  
INC., KING RESIDENTIAL INC., URBANCORP 60 ST.  
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC.  
(Collectively the "Applicants") AND THE AFFILIATED  
ENTITIES LISTED IN SCHEDULE "A" HERETO**

**ORDER  
(Stay Extension)**

**THIS MOTION**, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for an order, *inter alia*, extending the Stay Period (as defined in paragraph 17 of the Initial Order of the Honourable Justice Newbould dated May 18, 2016 (the "**Initial Order**")) until and including November 30, 2021, was heard this day via videoconference as a result of the COVID-19 pandemic.

**ON READING** the Motion Record of the Applicants, the Forty-Eighth Report of KSV Restructuring Inc., in its capacity as the Applicants' monitor (the "**Monitor**"), dated August 23, 2021 and the appendices thereto (the "**Forty-Eighth Report**"), and on hearing the submissions

of counsel for the Urbancorp CCAA Entities (as defined in the Initial Order), counsel for the Monitor, and those other parties listed on the counsel slip, no one else appearing for any other person although duly served as appears from the Affidavit of Service of Danny Nunes sworn August 23, 2021, filed.

#### **SERVICE**

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

#### **EXTENSION OF STAY PERIOD**

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 17 of the Initial Order) is hereby extended until and including November 30, 2021.

#### **APPROVAL OF ACTIVITIES AND FEES**

3. **THIS COURT ORDERS** that the Forty-Eighth Report and the activities of the Monitor set out therein are hereby approved provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor, the Monitor's counsel and the Applicants' counsel, as set out in the Forty-Eighth Report, are hereby approved.

#### **GENERAL**

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or Israel to give effect to this Order and to assist the Urbancorp CCAA Entities, the Monitor and their respective 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 Urbancorp CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the

Monitor in any foreign proceeding, or to assist the Urbancorp CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that each of the Urbancorp CCAA Entities and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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**SCHEDULE "A"**

**List of Non Applicant Affiliates**

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

**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 TORONTO MANAGEMENT INC.,**  
**URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP**  
**(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING**  
**RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (THE "APPLICANTS") AND**  
**THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO**

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

PROCEEDINGS COMMENCED AT TORONTO

**ORDER**  
**(STAY EXTENSION)**

**DLA PIPER (CANADA) LLP**  
1 First Canadian Place, Suite 6000  
100 King Street West  
Toronto, ON M5X 1E2

**Edmond F.B. Lamek (LSO #33338U)**  
Tel.: (416) 365-4444  
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**Danny M. Nunes (LSO #53802D)**  
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Email: [danny.nunes@dlapiper.com](mailto:danny.nunes@dlapiper.com)

Lawyers for the Urbancorp CCAA Entities

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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP (DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (THE "APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
PROCEEDINGS COMMENCED AT TORONTO

**MOTION RECORD**  
(returnable August 30, 2021)

**DLA PIPER (CANADA) LLP**  
1 First Canadian Place, Suite 6000  
100 King Street West  
Toronto, ON M5X 1E2

**Edmond F.B. Lamek (LSO #33338U)**  
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**Danny M. Nunes (LSO #53802D)**  
Tel: (416) 365-3421  
Fax: (416) 369-7945  
Email: [danny.nunes@dlapiper.com](mailto:danny.nunes@dlapiper.com)

Lawyers for the Urbancorp CCAA Entities