



**Third Report to Court of
KSV Restructuring Inc. as
Receiver and Manager
of 72 James Investments Inc.,
Forge & Foster Holdings Inc. and
Clifton Blake Partners LP**

August 30, 2024

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COURT FILE NO.: CV-24-00714866-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

FORGESTONE MORTGAGE FUND LP

Applicant

- and -

72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC. and
CLIFTON BLAKE PARTNERS LP

Respondents

THIRD REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

AUGUST 30, 2024

1.0 Introduction

1. On February 26, 2024, the Ontario Superior Court of Justice (the “**Court**”) issued an order (the “**Receivership Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as the receiver and manager (the “**Receiver**”), without security, of:
 - a) all current and future property, assets and undertaking of 72 James Investment Inc. (the “**Debtor**”), including but not limited to the real property municipally known as 72-76 James Street North, Hamilton, Ontario (the “**Real Property**”); and
 - b) the right, title and interest in the Real Property of the two beneficial owners of the Real Property (the “**Beneficial Owners**”), being Clifton Blake Partners LP and Forge & Foster Holdings Inc. (“**F&F**”).
2. The Real Property is a 32-unit multi-residential property, with 29 residential units and three commercial units.
3. The principal focus of the receivership proceeding was to continue a sale process (the “**Sale Process**”) for the Real Property that was commenced by the Debtor prior to the date of the Receivership Order. Prior to that time, the Debtor had retained Colliers Macaulay Nicolls Inc. (“**Colliers**”), a national real estate brokerage, to list and market the Real Property for sale. Following its appointment, the Receiver continued Colliers’ engagement to carry out the Sale Process.

4. Pursuant to an order made on May 2, 2024 (the “**Approval and Vesting Order**”), the Court approved the sale of the Real Property to 1000870452 Ontario Inc. (the “**Transaction**”). The Transaction closed on May 21, 2024. The Transaction generated a surplus of approximately \$250,000 after fully repaying the senior mortgagee, Forgestone Mortgage Fund LP (“**Forgestone**”), and before payment of additional receivership costs and professional fees, including the fees and costs of this motion (the “**Surplus**”).
5. At the sale approval motion heard by the Court on May 2, 2024, the Court also approved the discharge of the Receiver, subject to the Receiver filing a discharge certificate confirming that all matters in the receivership proceedings had been completed, including closing the Transaction. At that time, it was not clear to the Receiver whether there would be monies available for distribution to creditors. As it is now evident that there will be a Surplus (although small), the Receiver believes it is appropriate to deal with the Surplus as described in Section 2 below.

1.1 Purposes of this Report

1. The purposes of this report (the “**Third Report**”) are to:
 - a) provide background information about these proceedings;
 - b) discuss the recommended next steps in these proceedings, including that the Receiver be authorized by the Court to cause the Debtor to file an assignment in bankruptcy (the “**Assignment**”) and authorizing KSV to act as licensed insolvency trustee in that proceeding (in such capacity, the “**Trustee**”); and
 - c) recommend that the Court issue an order:
 - i. authorizing and directing the Receiver to file the Assignment;
 - ii. authorizing KSV to act as the Trustee;
 - iii. approving the fees and disbursements of the Receiver and Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”), the Receiver’s legal counsel; and
 - iv. approving this Third Report and the Receiver’s conduct and activities described herein.

1.2 Restrictions

1. In preparing this Third Report, the Receiver has relied upon information provided by the Debtor, Forgestone, Colliers and Markland Property Management Inc., the property manager retained by the Receiver in these proceedings.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the information relied upon to prepare this Report in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

2.0 Status of these Proceedings

1. The affidavit of Stefan Simonyi, the President of mortgage investments for Forgestone, sworn in support of Forgestone's application for the appointment of the Receiver, provides, *inter alia*, a summary of the events that led to the commencement of these proceedings (the "Affidavit"). A copy of the Affidavit is provided in Appendix "A", without attachments. Background information concerning these proceedings is also provided in the First Report of the Receiver dated February 28, 2024, a copy of which is provided in Appendix "B", without attachments. A detailed discussion of the events leading to these proceedings can be found in those documents, and accordingly, that discussion is not repeated in this Third Report.
2. As a result of the Transaction, the Surplus is available for distribution to creditors ranking subordinate to Forgestone.
3. Based on information provided by the Debtor, as at the date of the Receivership Order, the Debtor's unsecured obligations totalled approximately \$323,000, of which approximately \$207,000 is reflected as owing to F&F. Additionally, based on an HST audit recently performed by Canada Revenue Agency (the "CRA"), CRA issued an assessment reflecting that the Debtor owes HST in the amount of \$35,491 for the period April 1, 2023 to September 30, 2023.
4. A claims process was not conducted during the receivership given the uncertainty as to whether the selling price of the Real Property would be sufficient to fully repay Forgestone.
5. Through its dealings with the Debtor, the Receiver identified that the books and records of the Debtor have not been kept current. As such, the Receiver cannot determine the population of creditors and the amounts owing to them without conducting a claims process.
6. The Receiver is recommending it be authorized to bankrupt the Debtor as a bankruptcy provides an efficient and prescribed basis on which to notify creditors and claimants, determine their claims, and make distributions. Accordingly, the Receiver believes that authorizing it to file the Assignment is appropriate in the circumstances and more cost-effective than having the Receiver develop, draft and carry-out a claims process in the receivership.
7. Given KSV's familiarity with the Debtor and its business, KSV is of the view that it is also efficient and cost-effective for it to act as Trustee. This will allow the claims process to launch shortly following the commencement of the bankruptcy and will eliminate delays associated with bringing a new trustee up to speed.

3.0 Professional Fees

1. The fees and disbursements of the Receiver and its counsel for the period ending April 19, 2024 were approved at the sale approval motion on May 2, 2024.
2. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Receivership Order. Pursuant to paragraph 21 of the Receivership Order, the Receiver and its counsel shall pass their accounts from time to time.

3. The Receiver is seeking to have its fees and disbursements, including those of its legal counsel, approved by the Court, for the period April 20 to July 31, 2024. The Receiver and its counsel have maintained detailed records of their professional time and costs.
4. The total fees for the Receiver from April 20 to July 31, 2024 are \$45,061.75, plus disbursements of \$25.30 and HST of \$5,861.31. The time spent by the Receiver is more particularly described in the affidavit of Robert Kofman, which is provided in Appendix "C".
5. The total fees for Paliare Roland from April 20 to July 31, 2024 are \$14,170, plus disbursements of \$490 and HST of \$1,890.49. The time spent by Paliare Roland is more particularly described in the affidavit of Alexciya Blair, which is provided in Appendix "D".
6. It is the Receiver's opinion that the fees and disbursements of the Receiver and Paliare Roland accurately reflect the work done by the Receiver and Paliare Roland in connection with the receivership for the dates of their invoices.
7. It is also the Receiver's opinion that the fees and disbursements of Paliare Roland are fair and reasonable and justified in the circumstances. The Receiver is of the view that Paliare Roland's hourly rates are consistent with the rates charged by other law firms practicing in the area of insolvency in the Toronto market. The Receiver recommends approval of Paliare Roland's accounts by this Court.

4.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief detailed in section 1.1(1)(c) of this Third Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS
RECEIVER AND MANAGER OF
72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC.,
AND CLIFTON BLAKE PARTNERS LP AND NOT IN ITS PERSONAL
OR IN ANY OTHER CAPACITY**

Appendix “A”

Court File No.

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

B E T W E E N:

FORGESTONE MORTGAGE FUND LP

Applicant

- and -

**72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC. and
CLIFTON BLAKE PARTNERS LP**

Respondents

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

**AFFIDAVIT OF STEFAN SIMONYI
(Sworn February 15, 2024)**

I, **STEFAN SIMONYI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am the President of Mortgage Investments of the Applicant, Forgestone Mortgage Fund LP (“**Forgestone**”). As such, I have knowledge of the matters to which I hereinafter depose.
2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true.
3. To the extent that any information is based on my review of documents, I believe the information in those documents to be true.

Overview

4. I am swearing this Affidavit in support of an Application by Forgestone for an Order appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, (i) of all of the current and future assets, undertaking and property (collectively, the “**Property**”) of the Respondent 72 James Investments Inc. (the “**Debtor**”), including but not limited to the property municipally known as 72-76 James Street North, Hamilton, Ontario (the “**James Property**”), and (ii) over the right, title and interest in the James Property of the two beneficial owners of the James Property, being the Respondents Clifton Blake Partners LP (“**Clifton LP**”) and Forge & Foster Holdings Inc. (“**Forge Holdings**”), pursuant to s.243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and s.101 of the *Courts of Justice Act*, R.S.O. 1990,c.C.43 (the “**CJA**”).

5. The within Application relates to a mortgage loan made by Forgestone to the Debtor in the amount of \$5,675,000 (the “**Loan**”), which Loan is secured by, among other things, a first-ranking mortgage over the James Property.

6. The James Property is a 32-unit multi-residential property (29 units) with ground floor commercial space (3 units). Forgestone made the Loan to the Debtor to, among other things, fund the purchase of the James Property, and to fund the Debtor’s future capital expenditures for the James Property, as approved by Forgestone.

7. However, the Debtor has defaulted under the Loan, and neither it, the Guarantors (defined below), nor the beneficial owners of the Debtor, Forge Holdings and Clifton LP (collectively, the “**Beneficial Owners**”), have honoured Forgestone’s demands for payment.

The Parties

8. Forgestone is a mortgage lending firm with offices in Toronto that provides commercial real estate financing.

9. The Debtor is incorporated pursuant to the laws of Ontario. Joseph Accardi (“**Accardi**”) is one of two officers and directors of the Debtor (the other officer and director of the Debtor is Qasim Daya). Attached hereto and marked as **Exhibit “1”** to this affidavit is a copy of the Corporation Profile Report for the Debtor dated February 8, 2024.

10. At the time the Loan was made to the Debtor, Accardi, on behalf of the Debtor, represented to Forgestone that, among other things, the Beneficial Owners are the sole shareholders of the Debtor. Specifically, Clifton LP holds 75 of the 100 outstanding Class B Common Shares, Forge Holdings holds the remaining 25 Class B Common Shares, and there are no other outstanding shares of the Debtor. Attached hereto and marked as **Exhibit “2”** to this affidavit is a Certificate of Incumbency of the Debtor dated January 18, 2022.

11. Clifton LP represented to Forgestone that Clifton Blake Partners (GP) Ltd. (“**Clifton GP**”) is the general partner of Clifton LP. Attached hereto and marked as **Exhibit “3”** to this affidavit is a Partnership Profile Report for Clifton LP dated February 8, 2024, the corporate profile report for Clifton GP also dated February 8, 2024, and the corporate profile report for Forge Holdings dated February 9, 2024.

12. As set out in Exhibit “3”, both the principal place of business for Clifton LP and the registered office address for Clifton GP are 370 King Street West, Box 35, 805, Toronto, Ontario.

The Loan and Security

13. Forgestone made the Loan to the Debtor pursuant to the terms of a commitment letter dated January 10, 2022 (the “**Commitment Letter**”). Attached hereto and marked as **Exhibit “4”** to this affidavit is a copy of the Commitment Letter.

14. The term of the Loan was for 24 months, with a maturity date of February 1, 2024. The Loan provided for payment of interest only, on a monthly basis, at the annual rate of the greater of 6%, or the Royal Bank of Canada’s prime rate of interest plus 3.55%.

15. As security for the Loan, the Debtor granted Forgestone, among other things, the following:

- (a) a charge/mortgage in the amount of \$5,675,000 registered in first position against title to the James Property as instrument number WE1576052 in the Land Registry Office for the Land Titles Division of Hamilton (LRO #62) on January 18, 2022 (the “**James Mortgage**”). Attached hereto and marked as **Exhibit “5”** to this affidavit is a copy of the James Mortgage;
- (b) a General Assignment of Rents over the James Property dated January 18, 2022 (the “**James GAR**”). Attached hereto and marked as **Exhibit “6”** to this affidavit is a copy of the James GAR;
- (c) a General Assignment of Material Agreements dated January 18, 2022 of any present or future material agreements entered into by the Debtor (the “**James GAMA**”). Attached hereto and marked as **Exhibit “7”** to this affidavit is a copy of the James GAMA; and

(d) a General Security Agreement dated January 18, 2022 (the “**James GSA**”). Attached hereto and marked as **Exhibit “8”** to this affidavit is a copy of the James GSA.

16. Now shown to me and marked as **Exhibit “9”** to this affidavit is a copy of the parcel register for the James Property dated February 8, 2024, confirming the James Mortgage is registered in first place over the James Property.

17. Forgestone registered its personal property security over the Debtor under the *Personal Property Security Act* (“**PPSA**”). Attached hereto and marked as **Exhibit “10”** to this affidavit is a copy of the *PPSA* registrations over the Debtor as of February 8, 2024.

18. In addition to the security described above, on or about January 18, 2022, Forge & Foster Partners Inc. (“**Forge Partners**”) and Accardi (collectively the “**Guarantors**”), provided Forgestone with a Guarantee and Postponement of Claim, in respect of the Debtor’s debts and liabilities under the Loan (the “**Guarantee**”). Accardi’s liability under the Guarantee is limited to fifty percent of the Loan and associated costs. Attached hereto and marked as **Exhibit “11”** to this affidavit is a copy of the Guarantee.

The Beneficial Charge Agreement

19. On or about January 18, 2022, Forgestone entered into a beneficial charge agreement with the Debtor and the Beneficial Owners, pursuant to which, among other things, the Beneficial Owners agreed to be bound to the terms of the Commitment and the James Mortgage (the “**Beneficial Charge Agreement**”). Attached hereto and marked as **Exhibit “12”** is a copy of the Beneficial Charge Agreement dated January 18, 2022.

20. Specifically, terms 4 and 5 of the Beneficial Charge Agreement provide as follows:
4. The Beneficial Owner hereby agrees to be bound, jointly and severally with the Nominee, by all of the terms and conditions of the Commitment and the Security Documents as if the Beneficial Owner had executed such documents in the place and stead of the Nominee and all references in the documents to the Nominee were to the Beneficial Owner. It is acknowledged and agreed by the Beneficial Owner and the Nominee that the Security Documents shall bind both the legal and beneficial interest of the Nominee and the Beneficial Owner respectively, in the subject matter thereof including, without limitation, the Property.
5. The Beneficial Owner hereby charges, assigns and creates a security interest in favour of the Lender as security for the indebtedness evidenced by the Mortgage, in all of its right, title and interest in and to the Property, Proceeds and Assets, including, without limitation, all contracts, leases and other agreements pertaining to the Property and income derived therefrom and all other personal property charged by the Security Documents.
21. Forgestone registered its security over the Beneficial Owners under the *PPSA*. Attached hereto and marked as **Exhibit “13”** and **“14”** to this affidavit is a copy of the *PPSA* search results for Clifton LP as of February 7, 2024, and Forge Holdings as of February 8, 2024.

Defaults and Demands

22. There have been numerous defaults under the Loan.
23. The payment due May 1, 2023 was not made when due, though it was eventually paid.
24. The payment due December 1, 2023 was similarly not made when due. By way of email dated December 6, 2023, Forgestone notified the Debtor (among others) of the payment default, and, among other things, requested an opportunity for me to schedule a tour of the James Property, as well as delivery of an up to date rent roll and operating statement. Attached hereto and marked as **Exhibit “15”** is a copy of an exchange of emails with Accardi and Ev Kotlikov (“**Kotlikov**”), the chief financial officer for Forge Partners, between November 28, 2023 and December 7, 2023, redacted to remove information regarding the valuation of the James Property.

25. I toured the James Property on December 8, 2023, and on December 13, 2023, Kotlikov provided Forgestone with a rent roll (the “**December Rent Roll**”), and an operating statement for the James Property for the period between January 1, 2023, and November 30, 2023. Kotlikov further advised that eight of the 32 units at the James Property were vacant (7 residential and 1 commercial). Attached hereto and marked as **Exhibit “16”** is a copy of my exchange of emails with Kotlikov and Accardi between December 12, 2023 and December 21, 2023, without attachments, and redacted to remove information regarding valuation of the James Property.

26. As part of my response to Kotlikov on December 21, 2023, I noted that, among other things, the James Property was in a state of disrepair. In particular, during the physical inspection, which I carried out, I discovered several missing or broken windowpanes that exposed residential units to the elements and posed a security risk, burnt out lights in several of the residential areas, a detached handrailing in one of the stairwells, as well as a broken window pane at the front of the property in one of the commercial units, all of which posed significant health, safety and security risks to the residents and occupants of the James Property. Attached hereto and marked as **Exhibit “17”** are copies of photographs I took during my December 8, 2023 inspection detailing the broken glass, missing windowpanes, and detached handrail, together with a photograph of the exterior of James Property taken on or about December 13, 2023.

27. By way of emails dated January 2 and 3, 2024, Accardi and Jessica Wright (“**Wright**”), Director of Leasing for the Debtor, addressed some of my comments regarding whether certain units were actually leased (they were reported in the December Rent Roll as having been leased, but appeared vacant during my tour), and provided a further updated rent roll for the property (the “**January Rent Roll**”). Attached hereto and marked as **Exhibit “18”** are copies of the emails from Accardi and Wright dated January 2 and 3, 2024, and a copy of the January Rent Roll

confirming the vacant units at the James Property, redacted to remove information regarding valuation of the James Property, and to remove personally identifiable information regarding the leased units.

28. However, my concerns related to the health, safety and security risks, and the state of repair of the James Property, remained unaddressed.

29. In addition, the Debtor failed to make the monthly interest payment in the amount of \$49,718.75 due under the Loan on January 1, 2024.

30. As set out in the January Rent Roll for the James Property, the rental revenue for the occupied 25 units (7 are now vacant) totals approximately \$38,225.35, being significantly less than the monthly mortgage payment due. Furthermore, these remaining rents are not being remitted to Forgestone, and are not being used to remedy the health, safety and security concerns at the James Property.

31. Furthermore, the Loan then matured on February 1, 2024, and was not repaid. In fact, no payments have been made under the Loan since the monthly payment made on December 1, 2023.

32. As of January 10, 2024, \$5,626,259.38 was outstanding under the Loan.

33. By letter dated January 10, 2024, Forgestone made formal written demand on the Debtor and the Beneficial Owners for repayment of the Loan in full, and gave notice of its intention to enforce its security pursuant to section 244(1) of the *BIA*. Attached hereto and marked as **Exhibit “19”** to this affidavit is a copy of the demand letters and related s. 244 *BIA* Notices issued to the Debtor and the Beneficial Owners.

34. By letter dated January 10, 2024, Forgestone also made formal written demand on each of the Guarantors for repayment of the Loan and gave notice of its intention to enforce its security pursuant to section 244(1) of the *BIA*. Attached hereto and marked as **Exhibit “20”** to this affidavit is a copy of those demands and related BIA Notices issued to the Guarantors.

35. Neither the Debtor, the Beneficial Owners nor or the Guarantors have honoured Forgestone’s demands for payment.

Basis and Need for a Receiver

36. The James Mortgage (Exhibit “5”, subsection 7.02(c)), and the James GSA, (Exhibit “8”, subsection 5.02(1)(a)), each provide for the appointment of a receiver over the Debtor’s assets, including the James Property, upon default by the Debtor.

37. As set out above, Forgestone has the right under its security to apply to the Court for the appointment of a receiver upon default by the Debtor.

38. Given the Debtor’s conduct as described above, and the maturity of the Loan on February 1, 2024, Forgestone believes the appointment of a receiver is just and convenient and is the most effective and appropriate manner to address the stabilization and realization of the property of the Debtor, which includes the James Property, and all related issues, including the distribution of sale proceed to creditors.

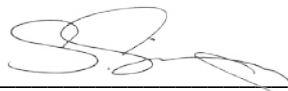
39. KSV has consented to act as Receiver over the Debtor, and over the Beneficial Owners’ interest in the James Property. Attached hereto and marked as **Exhibit “21”** to this affidavit is a copy of the consent to act as Receiver executed by KSV.

40. This affidavit is sworn in support of Forgestone’s application for, among other things, an Order to appoint KSV as receiver over the Debtor, and for no improper purpose.

SWORN BEFORE ME by videoconference)
at the City of Toronto, in the Province of)
Ontario, this 15th day of February 2024)



A Commissioner for Taking Affidavits
STEVEN KELLY (LSO# 87293B)



STEFAN SIMONYI

Appendix “B”



**First Report of
KSV Restructuring Inc. as
Receiver and Manager
of 72 James Investments Inc.,
Forge & Foster Holdings Inc. and
Clifton Blake Partners LP**

February 28, 2024

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COURT FILE NO.: CV-24-00714866-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

FORGESTONE MORTGAGE FUND LP

Applicant

- and -

72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC. and
CLIFTON BLAKE PARTNERS LP

Respondents

FIRST REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

FEBRUARY 28, 2024

1.0 Introduction

1. On February 26, 2024, the Ontario Superior Court of Justice (the “**Court**”) issued a receivership order (the “**Receivership Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as the receiver and manager (the “**Receiver**”), without security, of:
 - a) all current and future assets, undertaking and property (collectively, the “**Property**”) of 72 James Investments Inc. (the “**Debtor**”), including but not limited to the properties municipally known as 72-76 James Street North, Hamilton, Ontario (the “**Real Property**”); and
 - b) the right, title and interest of the two beneficial owners (the “**Beneficial Owners**”), Clifton Blake Partners LP (“**Clifton LP**”) and Forge & Foster Holdings Inc. (“**Forge Holdings**”) in the Real Property.
2. The Real Property is a 32-unit multi-residential property, with 29 residential units and three commercial units. At the time of this report, six residential units and one commercial unit are vacant.
3. The principal focus of the receivership proceeding is to continue a sale process for the Real Property that was commenced by the Debtor prior to the date of the Receivership Order (the “**Sale Process**”). The Debtors retained Colliers Macaulay Nicolls Inc. (“**Colliers**”), a well-known national real estate brokerage, to list the Real Property for sale.

1.1 Purposes of this Report

1. The purpose of this report (the “**Report**”) is to summarize the Sale Process and provide interested parties the opportunity to advise the Receiver if they object to any aspect of the Sale Process. If a party with a material interest in these proceedings advises the Receiver that they object to a material aspect of the Sale Process, the Receiver intends to seek Court approval of the Sale Process.
2. This Report is being served on the service list. A copy of the Report can also be found on the Receiver’s case website at <https://www.ksvadvisory.com/experience/case/72-james> (the “**Website**”).

1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon information (the “**Information**”) provided by Forgestone Mortgage Fund LP (the “**Lender**”) and Colliers. The Receiver has not performed an audit or other verification of the Information. The Receiver’s review of the Information is preliminary and subject to further review. The Receiver is not in possession of any of the Beneficial Owners’ financial information.
2. Background information concerning the events leading to these proceedings is provided in the Affidavit of Stefan Simonyi, the President of the Lender, sworn in support of the Lender’s application for the appointment of the Receiver. A copy of the Affidavit is available on the Website.

2.0 Sale Process

1. Colliers was retained by the Debtor on January 10, 2024, to list the Real Property for sale. Colliers listed the Real Property for sale shortly thereafter and has been marketing the Real Property since that time.
2. The Receiver is in the process of entering into a revised listing agreement with Colliers whose current listing agreement with Debtor will be terminated. As the Sale Process is well advanced, the Receiver believes that retaining Colliers to continue to market the Real Property is the most efficient and least disruptive manner to complete the Sale Process.
3. The Receiver consulted with the Lender regarding the continued retention of Colliers. The Lender advised the Receiver that it consents to the continued retention of Colliers.
4. KSV has requested that Colliers prepare and provide it with a reporting letter as to the status of the Sale Process and a summary of the proposed marketing process going forward. A copy of the reporting letter is attached as **Appendix “A”**.
5. In summary, Colliers has carried out a broad marketing campaign using different mass marketing techniques, populated a data room, held discussions with various interested parties, and facilitated due diligence by interested parties who signed a confidentiality agreement (the “**CA**”). Access to the data room has been granted only after the CA is signed.
6. Colliers has advised the Receiver that numerous parties are presently conducting due diligence.

7. Given the foregoing and in consultation with Colliers, the Receiver set a bid deadline of March 25, 2024 for the submission of offers, subject to such extensions as the Receiver believes may be necessary to maximize value.
8. The Receiver is in the process of drafting a template purchase and sale agreement (the "**Template APS**"), which will have provisions customary for a transaction of this nature. The Template APS will be uploaded to the data room. Colliers will recommend that bidders submit offers on the Template APS and that any changes to it be minimized.
9. The Receiver will consider offers based on their value, conditionality, ability to close, and such other factors as the Receiver may consider in its discretion.
10. Additional aspects of the Sale Process include:
 - a) the Real Property will be marketed on an "as is, where is" basis;
 - b) in order to facilitate due diligence or maximize participation by interested parties in the Sale Process, the Receiver will have the right, in its discretion, to extend any of the timelines in the Sale Process, provided the Lender does not unreasonably object to the extension of the timeline;
 - c) the Receiver will have the right to reject any and all offers, including the highest dollar value offer(s), acting reasonably;
 - d) if the highest and best offer received does not generate proceeds sufficient to repay the Lender in full, and the Lender does not consent to the proposed transaction, the Lender will be entitled to submit a credit bid to purchase the Real Property; and
 - e) acceptance of any offer and the approval of any transaction will be subject to Court approval.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS
RECEIVER AND MANAGER OF
72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC.,
AND CLIFTON BLAKE PARTNERS LP AND NOT IN ITS PERSONAL
OR IN ANY OTHER CAPACITY**

Appendix “C”

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

BETWEEN:

FORGESTONE MORTGAGE FUND LP

Applicant

- and -

**72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC. AND CLIFTON
BLAKE PARTNERS LP**

Respondents

**AFFIDAVIT OF ROBERT KOFMAN
(sworn August 30, 2024)**

I, **ROBERT KOFMAN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the President of KSV Restructuring Inc. and, as such, I have knowledge of the matters to which I hereinafter depose. KSV Restructuring Inc. is acting in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of:
 - (a) all current and future property, assets and undertaking of 72 James Investments Inc., including but not limited to the real properties municipally known as 72-76 James Street North, Hamilton, Ontario; and
 - (b) the right, title and interest in the Real Property of the two beneficial owners of the Real Property, being Clifton Blake Partners LP and Forge & Foster Holdings Inc.

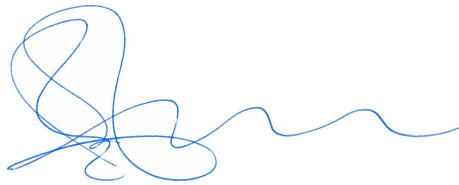
2. The Receiver has prepared invoices (the **Invoices**) detailing its services rendered and disbursements incurred dated May 15, 2024, June 10, 2024, July 8, 2024 and August 26, 2024 in the amounts of \$10,885.25, \$23,259.00, \$4,720.00 and \$6,197.50 (excluding disbursements and HST) respectively, for the period April 20, 2024 to July 31, 2024. Attached hereto and marked as **Exhibit "A"** to this Affidavit is a copy of the Invoices. The average hourly rate of the Receiver in respect of the Invoices is \$551.21.
3. Additionally, attached hereto as **Exhibit "B"** is a summary of additional information with respect to all members of KSV who have worked on this matter, including their hours and rates, and I hereby confirm that the list represents an accurate account of such information.
4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of the Receiver and the fees and disbursements detailed therein, and for no improper purpose whatsoever.
5. I consider the accounts to be fair and reasonable considering the circumstances connected with this receivership.
6. I also confirm that the Receiver has not received, nor expects to receive, nor has the Receiver been promised any remuneration or consideration other than the amount claimed in the accounts.

SWORN before me at the City of
Toronto, in the Province of Ontario,
this 30th day of August, 2024



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

)
)
)
)
)
)
)



ROBERT KOFMAN

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF ROBERT KOFMAN

Sworn before me

this 30th day of August, 2024



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



kvs advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

kvsadvisory.com

INVOICE

72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners LP
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 15, 2024

Invoice No: 3667
HST #: 818808768RT0001

**Re: 72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners Inc.**

For professional services rendered from April 20 to April 30, 2024 by KSV Restructuring Inc. (“**KSV**”) in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of a) all current and future assets, undertaking and property (collectively, the “**Property**”) of 72 James Investments Inc. (the “**Debtor**”), including but not limited to the properties municipally known as 72-76 James Street North, Hamilton, Ontario (the “**Real Property**”) and the right, title and interest of the two beneficial owners (the “**Beneficial Owners**”), Clifton Blake Partners LP (“**Clifton LP**”) and Forge & Foster Holdings Inc. in the Real Property, including:

- corresponding with Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”), legal counsel to the Receiver, concerning the sale of the Real Property (the “**Transaction**”) to 2793530 Ontario Inc. (the “**Purchaser**”);
- providing information to the Purchaser, including reliance letters, tenant information and operational information;
- dealing with issues concerning the financing of the Transaction, including reviewing commitment letters in respect of same;
- requesting property tax statements from the City of Hamilton;
- facilitating communications between the Purchaser and Markland Property Management Inc. (“**Markland**”), the property manager retained by the Receiver in these proceedings;
- corresponding with the Purchaser and Markland regarding a potential residential tenancy termination;
- working with the Purchaser to transfer utility accounts to it;
- corresponding with Markland regarding rent collections;

- working with the Purchaser and Paliare Roland to prepare motion materials to seek approval of the Transaction, including the;
 - Notice of Motion dated April 24, 2024;
 - Factum;
 - Draft Approval and Vesting Order; and
 - Draft Ancillary Relief and Discharge Order;
- preparing the Receiver’s Second Report to Court dated April 24, 2024 (“**Second Report**”) recommending that the Court, among other things, approve:
 - the Transaction;
 - the conveyance of Debtor’s and Beneficial Owners’ right, title and interest in and to the Real Property in the Purchaser, free and clear of all liabilities;
 - the Receiver to make one or more distributions from the Transaction to repay Forgestone Mortgage Fund LP, the Debtor’s senior secured creditor;
 - the Receiver’s fees and activities; and
 - the discharge of the Receiver upon filing the Discharge Certificate;
- reviewing and revising a report prepared by Colliers summarizing the sale process for the Real Property (included as a confidential appendix to the Second Report);
- dealing with Markland regarding operational matters;
- corresponding with Bank of Nova Scotia regarding the Debtor’s banking;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

| | |
|--|----------------------------|
| Total fees and disbursements per attached time summary | \$ 10,888.01 |
| HST | <u>1,415.44</u> |
| Total Due | <u><u>\$ 12,303.45</u></u> |

KSV Restructuring Inc.
72 James Investments Inc., Forge & Foster Holdings Inc. and
Clifton Blake Partners LP

Time Summary

For the Period Ending April 30, 2024

| Personnel | Rate (\$) | Hours | Amount (\$) |
|----------------------------------|------------------|--------------|--------------------|
| Robert Kofman | 850.00 | 7.60 | 6,460.00 |
| Meg Ostling | 475.00 | 7.00 | 3,325.00 |
| Other Staff and Administration | | 5.05 | 1,100.25 |
| Total Fees | | 19.65 | 10,885.25 |
| Add: Out of Pocket Disbursements | | | |
| Postage | | | 2.76 |
| Total Fees and Disbursements | | | 10,888.01 |



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners LP
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

June 10, 2024

Invoice No: 3697
HST #: 818808768RT0001

**Re: 72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners Inc.**

For professional services rendered in May 2024 by KSV Restructuring Inc. ("**KSV**") in its capacity as Court-appointed receiver and manager (the "**Receiver**") of: a) all current and future assets, undertaking and property (collectively, the "**Property**") of 72 James Investments Inc. (the "**Debtor**"), including but not limited to the properties municipally known as 72-76 James Street North, Hamilton, Ontario (the "**Real Property**") and the right, title and interest of the two beneficial owners (the "**Beneficial Owners**"), Clifton Blake Partners LP ("**Clifton LP**") and Forge & Foster Holdings Inc. in the Real Property, including:

- corresponding with Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**"), legal counsel to the Receiver, concerning the sale of the Real Property (the "**Transaction**") to 1000870452 Ontario Inc. (the "**Purchaser**");
- attending court on May 2, 2024 to seek approval of the Transaction, the Receiver's activities and the following orders;
 - Approval and Vesting Order; and
 - Ancillary Relief and Discharge Order;
- facilitating communications between the Purchaser and Markland Property Management Inc. ("**Markland**"), the property manager retained by the Receiver in these proceedings;
- providing information to the Purchaser, including tenant information and operational information;
- working with the Purchaser to transfer utility accounts to it;
- corresponding with Markland regarding rent collections;

- corresponding with the Lawrie Group, the Debtor's insurance broker, to discuss an insurance refund owing to the Debtors (the "**Insurance Refund**");
- corresponding with Paliare Roland concerning the Insurance Refund;
- addressing issues related to closing the Transaction, including:
 - reviewing the statement of adjustments (the "**SOA**") prepared by Blaney McMurtry LLP ("**Blaney**"), legal counsel to Forgestone Mortgage Fund LP;
 - corresponding with Colliers Macaulay Nicolls Inc., the listing agent retained to market the Real Property for sale;
 - reviewing the closing documents and corresponding with all counsel concerning same;
 - dealing with property tax issues;
 - dealing with issues concerning the distribution of the purchase price proceeds;
- reviewing and approving invoices received from Markland;
- dealing with Markland regarding operational matters;
- corresponding with Bank of Nova Scotia regarding the Debtor's banking, including transferring the balance in the account to the Receiver;
- updating a statement of receipts and disbursements in order to estimate the surplus cash remaining after paying all receivership expenses;
- terminating the building Superintendent, and discussing same with Paliare Roland and Blaney;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

| | |
|--|---------------------|
| Total fees and disbursements per attached time summary | \$ 23,273.70 |
| HST | 3,025.58 |
| Total Due | <u>\$ 26,299.28</u> |

KSV Restructuring Inc.
72 James Investments Inc., Forge & Foster Holdings Inc. and
Clifton Blake Partners LP

Time Summary

For the Period Ending May 31, 2024

| Personnel | Rate (\$) | Hours | Amount (\$) |
|--|------------------|--------------|--------------------|
| Robert Kofman | 850 | 14.35 | 12,197.50 |
| Meg Ostling | 475 | 20.75 | 9,856.25 |
| Other Staff and Administration | | 5.95 | 1,205.25 |
| Total Fees | | 41.05 | 23,259.00 |
| Add: Out of Pocket Disbursements (postage) | | | 14.70 |
| Total Fees and Disbursements | | | 23,273.70 |



kSV advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners LP
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 8, 2024

Invoice No: 3746
HST #: 818808768RT0001

**Re: 72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners Inc.**

For professional services rendered in June 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of: a) all current and future assets, undertaking and property of 72 James Investments Inc. (the “**Debtor**”), including but not limited to the properties municipally known as 72-76 James Street North, Hamilton, Ontario (the “**Real Property**”) and the right, title and interest of the two beneficial owners, Clifton Blake Partners LP and Forge & Foster Holdings Inc. in the Real Property, including:

- corresponding with Paliare Roland Rosenberg Rothstein LLP, legal counsel to the Receiver, concerning the sale of the Real Property to 1000870452 Ontario Inc. (the “**Transaction**”);
- corresponding with Blaney McMurtry LLP, legal counsel to Forgestone Mortgage Fund LP, regarding the payout of the remaining proceeds from the Transaction;
- corresponding with the Lawrie Group, the Debtor’s insurance broker, to discuss an insurance refund owing to the Debtors;
- reviewing and approving invoices received from Markland Property Management Inc.;
- corresponding with Bank of Nova Scotia regarding the Debtor’s banking, including the timeline for keeping the account open;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

| | | |
|--|----|-----------------|
| Total fees and disbursements per attached time summary | \$ | 4,724.90 |
| HST | | 614.24 |
| Total Due | \$ | <u>5,339.14</u> |

KSV Restructuring Inc.
72 James Investments Inc., Forge & Foster Holdings Inc. and
Clifton Blake Partners LP

Time Summary

For the Period Ending June 30, 2024

| Personnel | Rate (\$) | Hours | Amount (\$) |
|----------------------------------|------------------|--------------|------------------------|
| Robert Kofman | 850 | 0.95 | 807.50 |
| Meg Ostling | 475 | 7.40 | 3,515.00 |
| Other Staff and Administration | | 2.00 | 397.50 |
| Total Fees | | <u>10.35</u> | <u>4,720.00</u> |
| Add: Out of Pocket Disbursements | | | |
| Postage | | | 4.90 |
| Total Fees and Disbursements | | | <u><u>4,724.90</u></u> |



kSV advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners LP
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

August 26, 2024

Invoice No: 3862

HST #: 818808768RT0001

**Re: 72 James Investments Inc., Forge & Foster Holdings Inc., and
Clifton Blake Partners Inc.**

For professional services rendered in July 2024 by KSV Restructuring Inc. ("**KSV**") in its capacity as Court-appointed receiver and manager (the "**Receiver**") of: a) all current and future assets, undertaking and property of 72 James Investments Inc. (the "**Debtor**"), including but not limited to the properties municipally known as 72-76 James Street North, Hamilton, Ontario and the right, title and interest of the two beneficial owners, Clifton Blake Partners LP and Forge & Foster Holdings Inc. in the Real Property, including:

- corresponding with Paliare Roland Rosenberg Rothstein LLP ("**Paliare**"), legal counsel to the Receiver, to discuss the next steps in these proceedings, including that the Receiver be authorized by the Court to cause the Debtor to file an assignment in bankruptcy (the "**Assignment**") and authorizing and appointing KSV to act as licensed insolvency trustee in that proceeding (in such capacity, the "**Trustee**")
- preparing the draft Receiver's Third Report to Court ("**Third Report**") recommending that the Court, among other things, issue an order:
 - i. authorizing and directing the Receiver to file the Assignment;
 - ii. authorizing KSV to act as the Trustee;
 - iii. approving the fees and disbursements of the Receiver and Paliare; and
 - iv. approving the Third Report and the Receiver's conduct and activities described therein.
- reviewing and approving invoices received from Markland Property Management Inc. and utility providers;
- maintaining the Receiver's case website;

- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

| | | |
|--|----|-----------------|
| Total fees and disbursements per attached time summary | \$ | 6,200.44 |
| HST | | <u>806.06</u> |
| Total Due | \$ | <u>7,006.50</u> |

KSV Restructuring Inc.
72 James Investments Inc., Forge & Foster Holdings Inc. and
Clifton Blake Partners LP

Time Summary

For the Period Ending July 31, 2024

| Personnel | Rate (\$) | Hours | Amount (\$) |
|----------------------------------|------------------|--------------|--------------------|
| Robert Kofman | 850 | 3.00 | 2,550.00 |
| Robert Harlang | 700 | 1.20 | 840.00 |
| Meg Ostling | 475 | 5.50 | 2,612.50 |
| Other Staff and Administration | | 1.00 | 195.00 |
| Total Fees | | 10.70 | 6,197.50 |
| Add: Out of Pocket Disbursements | | | |
| Postage | | | 2.94 |
| Total Fees and Disbursements | | | <u>6,200.44</u> |

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF ROBERT KOFMAN

Sworn before me

this 30th day of August, 2024



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

72 James Investments Inc., Forge & Foster Holdings Inc. and Clifton Blake Partners LP
Time Summary
For the Period of April 20 to July 31, 2024

| Name | Role | Hours | Billing Rate (Per Hour) (\$) | Total Fees by Professional (\$) |
|--------------------------------|------------------------|--------------|------------------------------------|---------------------------------------|
| Robert Kofman | Overall responsibility | 25.90 | 850.00 | 22,015.00 |
| Meg Ostling | All aspects of mandate | 40.65 | 475.00 | 19,308.75 |
| Other staff and administrative | | <u>15.20</u> | 195 - 700 | <u>3,738.00</u> |
| Total | | <u>81.75</u> | | <u>45,061.75</u> |
| Average hourly rate | | | | <u>551.21</u> |

Appendix “D”

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

B E T W E E N :

FORGESTONE MORTGAGE FUND LP

Applicant

- AND -

**72 JAMES INVESTMENTS INC., FORGE & FOSTER HOLDINGS INC. and CLIFTON BLAKE
PARTNERS LP**

Respondents

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

**AFFIDAVIT OF ALEXCIYA BLAIR
(Sworn August 29, 2024)**

I, Alexciya Blair, of the Town of Toronto, in the Province of Ontario, **MAKE OATH AND
SAY:**

1. I am an assistant at the law firm of Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”). I have personal knowledge of the matters to which I hereinafter refer.
2. Paliare Roland has provided legal services to and incurred disbursements on behalf of the Receiver. The detailed invoices attached hereto and marked as **Exhibit “A”** are dockets (the “**Dockets**”) which set out Paliare Roland’s fees and disbursements from April 19, 2024, to July 31, 2024. The Dockets describe the services provided and the amounts charged by Paliare Roland.

3. The following is a summary of the professionals whose services are reflected in the Dockets, including hourly rates, fees billed, hours billed, and the average hourly rate charged by Paliare Roland. The hourly rates charged are the usual hourly rates charged by Paliare Roland for the listed professionals.

| Professional | Hourly Rate | Hours Billed | Fees Billed (before HST) |
|-------------------|-------------|--------------|--------------------------|
| Jeff Larry | \$950/hr | 11.70 | \$11,115.00 |
| Daniel Rosenbluth | \$650/hr | 4.70 | \$3,055.00 |
| Subtotal | | | \$14,170.00 |

4. Inclusive of HST and disbursements, the total amount of the Dockets are **\$16,550.49**

SWORN remotely by Alexciya Blair at the)
 City of Toronto, in the Province of Ontario)
 before me, on this 29th day of August 2024)
 in accordance with O. Reg. 431/20,)
 Administering Oath or Declaration)
 Remotely)

 A Commissioner for taking Affidavits

 Alexciya Blair

This is Exhibit "A" referred to in the Affidavit of Alexciya Blair
Affirmed remotely before me this 29th day of August, 2024.

A handwritten signature in dark red ink, consisting of several sharp, angular strokes that form a stylized, somewhat abstract shape. The signature is positioned above a horizontal line.

A Commissioner for taking Affidavits (or as may be)



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
Canada

416.646.4300
paliareroland.com

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

April 30, 2024
Invoice No.: 126736
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending April 30, 2024:

| | |
|----------------------|----------------------------------|
| OUR FEES | \$ 6,775.00 |
| Total HST | <u>880.75</u> |
| INVOICE TOTAL | <u><u>\$ 7,655.75</u></u> |

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

Jeffrey Larry



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
Canada

416.646.4300
paliareroland.com

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

April 30, 2024
Invoice No.: 126736
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending April 30, 2024:

| DATE | LYR | DESCRIPTION | RATE | HOURS | AMOUNT |
|-------------|------------|---|-------------|--------------|---------------|
| 21/04/24 | DR | Preparing notice of motion re vesting order and ancillary relief order; | 650.00 | 0.30 | 195.00 |
| 22/04/24 | JL | Review and calls re assignment issues; working on finalizing report and materials; call with D. Rosenbluth; revise Orders; | 950.00 | 1.40 | 1,330.00 |
| 22/04/24 | DR | Finalizing motion materials; | 650.00 | 0.40 | 260.00 |
| 23/04/24 | JL | Preparing motion materials; finalizing transaction; call with counsel; revise Assumption Agreement; revise Receiver's report; | 950.00 | 1.40 | 1,330.00 |
| 23/04/24 | DR | Preparing motion materials re AVO; correspondence re form of assignment agreement to affiliate; drafting factum on motion; | 650.00 | 0.80 | 520.00 |
| 24/04/24 | JL | Review and comment on factum; finalize and serve materials; | 950.00 | 0.50 | 475.00 |
| 24/04/24 | DR | Finalizing motion materials; drafting factum; | 650.00 | 1.50 | 975.00 |
| 25/04/24 | DR | Revisions to factum; | 650.00 | 0.20 | 130.00 |

| DATE | LYR | DESCRIPTION | RATE | HOURS | AMOUNT |
|----------|-----|--|--------|-------|--------|
| 26/04/24 | JL | Various issues re upcoming motion; | 950.00 | 0.60 | 570.00 |
| 26/04/24 | DR | Revisions to factum; | 650.00 | 0.20 | 130.00 |
| 28/04/24 | DR | Incorporating client revisions on factum; emails with E. Golden re same; | 650.00 | 0.20 | 130.00 |
| 29/04/24 | JL | Correspondence with E. Golden; correspondence with B. Kofman; finalize factum; | 950.00 | 0.70 | 665.00 |
| 30/04/24 | DR | Call with purchaser's counsel re draft order; | 650.00 | 0.10 | 65.00 |

TIME SUMMARY

| MEMBER | HOURS | RATE | VALUE |
|-------------------------|-------------|--------|----------------------------------|
| Larry, Jeffrey (JL) | 4.60 | 950.00 | 4,370.00 |
| Rosenbluth, Daniel (DR) | 3.70 | 650.00 | 2,405.00 |
| | <u>8.30</u> | | |
| OUR FEES | | | \$ 6,775.00 |
| HST at 13% | | | 880.75 |
| INVOICE TOTAL | | | <u><u>\$ 7,655.75</u></u> |



35th Floor
155 Wellington St. West
Toronto, Ontario M5V 3H1
Canada

416.646.4300
paliareroland.com

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

April 30, 2024
Invoice No.: 126736
Our File No.: 38004-102038

RE: Forgestone

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

| | |
|----------------------|----------------------------------|
| OUR FEES | \$ 6,775.00 |
| Total HST | <u>880.75</u> |
| INVOICE TOTAL | <u><u>\$ 7,655.75</u></u> |

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

May 31, 2024
Invoice No.: 127373
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2024:

| | |
|------------------------------------|---------------|
| OUR FEES | \$ 6,945.00 |
| Non Taxable Disbursements | 117.75 |
| Total Disbursements subject to HST | 372.25 |
| Total HST | <u>951.24</u> |

INVOICE TOTAL **\$ 8,386.24**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

May 31, 2024
Invoice No.: 127373
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2024:

| DATE | LYR | DESCRIPTION | RATE | HOURS | AMOUNT |
|-------------|------------|---|-------------|--------------|---------------|
| 01/05/24 | JL | Revise Orders; prepare for hearing; | 950.00 | 0.80 | 760.00 |
| 01/05/24 | DR | Revisions to draft order; | 650.00 | 0.10 | 65.00 |
| 02/05/24 | JL | Revise Order; prepare for and participate on sale approval motion; discussion with counsel; correspondence; call with B. Kofman; correspondence re employment issue; correspondence re insurance issue; | 950.00 | 2.80 | 2,660.00 |
| 07/05/24 | JL | Correspondence and steps re closing; | 950.00 | 0.30 | 285.00 |
| 10/05/24 | JL | Correspondence with B. Kofman re closing issues; | 950.00 | 0.20 | 190.00 |
| 15/05/24 | JL | Correspondence with B. Kofman; call with counsel; review closing documents; address issues re closing; | 950.00 | 1.10 | 1,045.00 |
| 16/05/24 | JL | Review closing documents; correspondence with B. Kofman; correspondence with Blaneys; | 950.00 | 0.60 | 570.00 |

| DATE | LYR | DESCRIPTION | RATE | HOURS | AMOUNT |
|----------|-----|---|--------|-------|----------|
| 21/05/24 | JL | Issues re closing; call with B. Kofman; review and revise termination letter; call with D. Rosenbluth; call with Blaneys; | 950.00 | 1.10 | 1,045.00 |
| 21/05/24 | DR | Review and consider draft termination letter to superintendent; emails with receiver re same; call with J. Larry re same; | 650.00 | 0.30 | 195.00 |
| 29/05/24 | DR | Responding to inquiry from creditor of Forge and Foster; | 650.00 | 0.20 | 130.00 |

TIME SUMMARY

| MEMBER | HOURS | RATE | VALUE |
|-------------------------|-------------|--------|----------|
| Larry, Jeffrey (JL) | 6.90 | 950.00 | 6,555.00 |
| Rosenbluth, Daniel (DR) | 0.60 | 650.00 | 390.00 |
| | <u>7.50</u> | | |

OUR FEES \$ 6,945.00
 HST at 13% 902.85

Non Taxable Disbursements:

Search Disbursement - Non-taxable 117.75

Taxable Disbursements:

Search Disbursement 372.25
 HST at 13% 48.39

INVOICE TOTAL \$ 8,386.24

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

May 31, 2024
Invoice No.: 127373
Our File No.: 38004-102038

RE: Forgestone

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

| | |
|------------------------------------|----------------------------------|
| OUR FEES | \$ 6,945.00 |
| Non Taxable Disbursements | 117.75 |
| Total Disbursements subject to HST | 372.25 |
| Total HST | <u>951.24</u> |
| INVOICE TOTAL | <u><u>\$ 8,386.24</u></u> |

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

July 31, 2024
Invoice No.: 128837
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 31, 2024:

| | |
|----------------------|--------------------------------|
| OUR FEES | \$ 450.00 |
| Total HST | <u>58.50</u> |
| INVOICE TOTAL | <u><u>\$ 508.50</u></u> |

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

August 29, 2024
Invoice No.: 128837
Our File No.: 38004-102038

RE: Forgestone

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 25, 2024:

| DATE | LYR | DESCRIPTION | RATE | HOURS | AMOUNT |
|-------------|------------|---|-------------|--------------|---------------|
| 10/07/24 | DR | Correspondence re bankruptcy motion; | 650.00 | 0.20 | 130.00 |
| 25/07/24 | JL | Correspondence regarding strategy and next steps; | 950.00 | 0.20 | 190.00 |
| 25/07/24 | DR | Correspondence with receiver re debtor inquiries and bankruptcy motion; | 650.00 | 0.20 | 130.00 |

TIME SUMMARY

| MEMBER | HOURS | RATE | VALUE |
|-------------------------|--------------|-------------|--------------|
| Larry, Jeffrey (JL) | 0.20 | 950.00 | 190.00 |
| Rosenbluth, Daniel (DR) | 0.40 | 650.00 | 260.00 |
| | <u>0.60</u> | | |

OUR FEES \$ 450.00
HST at 13% 58.50

INVOICE TOTAL \$ 508.50

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, Ontario M5H 1J9

August 29, 2024
Invoice No.: 128837
Our File No.: 38004-102038

RE: Forgestone

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

| | |
|----------------------|--------------------------------|
| OUR FEES | \$ 450.00 |
| Total HST | <u>58.50</u> |
| INVOICE TOTAL | <u><u>\$ 508.50</u></u> |

FORGESTONE MORTGAGE FUND LP

Applicant

-and-

72 JAMES INVESTMENTS INC. et al.

Respondents

Court File No. CV-24-00714866-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto**

FEE AFFIDAVIT OF ALEXCIYA BLAIR

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1

Jeffrey Larry (LSO #44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Daniel Rosenbluth (LSO #71044U)
Tel: 416.646.6307
daniel.rosenbluth@paliareroland.com

Lawyers for the Receiver