

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

B E T W E E N:

DODICK LANDAU INC.

Applicant

and

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC. AND
ORACCUZ HOLDING LTD.

Respondents

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)
AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990**

MOTION RECORD

APPROVAL AND VESTING ORDER, APPROVE RECEIVER'S
ACTIVITIES AND FEES, APPROVE DISTRIBUTION)
(MOTION RETURNABLE ____, 2021)

May 19, 2021

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

WENDY GREENSPOON-SOER
(LSUC#: 34698L)
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicant Receiver,
DODICK LANDAU INC.

SERVICE LIST

TO:	<p>CAPO SGRO LLP Barristers & Solicitors 7050 Weston Road Suite 400 Woodbridge, Ontario, L4L 8G7</p> <p><i>Frank Mendicino</i> <i>e-mail: fmendicino@cslp.ca</i> Tel: (905) 850-7000 Fax: (905) 850-7050 <i>Lawyer for the Respondents</i></p>
AND TO:	<p>ZEIDMAN LAW OFFICE Barristers & Solicitors 365 Edgeley Blvd. Concord, Ontario, L4K 4G4</p> <p><i>Avery Zeidman</i> <i>e-mail: avery@zeidmanlaw.com</i> Tel: (905) 669-7577 ext. 221 Fax: (905) 669-5525 <i>Lawyer for Maria Zuccaro, Guisepppe Zuccaro, Vito Antonia Zucarro and Filomena Zuccaro</i></p>
AND TO:	<p>DODICK LANDAU INC. 4646 Dufferin Street Suite 6 Toronto, Ontario, M3H 5S4</p> <p><i>Rahn Dodick</i> <i>e-mail: rahn.dodick@dodick.ca</i> Tel: (416) 645-0552 Fax: (416) 649-7725</p> <p><i>Receiver</i></p>

E-MAIL SERVICE LIST

fmendicino@csllp.ca; avery@zeidmanlaw.com; rahn.dodick@dodick.ca,
wgreenspoon@garfinkle.com

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TAB 1

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

B E T W E E N:

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AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990***

NOTICE OF MOTION

**APPROVAL AND VESTING ORDER, APPROVE RECEIVER’S
ACTIVITIES AND FEES, APPROVE DISTRIBUTION)
(MOTION RETURNABLE ____, 2021)**

DODICK LANDAU INC. in its capacity as Receiver (in such capacity, the “Receiver”) of the assets, undertakings and properties of Frank Zuccaro, 863704 Ontario Limited, Metropolitan ice Cream Inc. and Oraccuz Holdings Ltd. (the “Debtor”) will make a motion to a Judge presiding over the Commercial List on _____, 2021 at _____ a.m., or as soon after that time as the motion can be heard by Zoom videoconference. due to the Covid-19 pandemic. Please refer to the Conference details attached as Schedule “A” hereto in order to attend the hearing and advise if you intend to join the hearing by e-mailing Wendy Greenspoon-Soer at wgreenspoon@garfinkle.com.

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

THE MOTION IS FOR:

1. An Order validating service of the Notice of Motion, the Motion Record and the First Report of the Receiver dated May 18, 2021 (the “Receiver’s First Report”);
2. An Order approving the transaction contemplated by the Agreement of Purchase and Sale dated March 5th, 2021 and amended March 29th, 2021 (the “Sale Agreement”) between the Receiver, as vendor, and Ashiana Capital Corporation, as Purchaser (the “Purchaser”), and vesting title in and to the Purchased Assets in favour of the Purchaser, free and clear of the interest of any other party or interest, save and except for the Permitted Encumbrances (the “Approval and Vesting Order”), all in accordance with the Sale Agreement;
3. The Court’s approval of the sealing of the unredacted copy of the Sale Agreement, as well as the CBRE Reporting Letter, and the Appraisal (as such terms are defined in the Receiver’s First Report to Court), which are attached hereto as **Confidential Appendices “1”, “2” and “3”**, respectively, until after the closing of the Sale Transaction. The Receiver is requesting an Order sealing these appendices as these documents contain sale information that could taint the market in the event the Sale Transaction does not close and the Densley Property is remarketed;
4. An Order authorizing and directing the Receiver to make the following distributions upon the closing of the transaction:
 - (i) The amount of \$1,691,685.77 to Equitable Bank (“Equitable”), subject to nominal closing adjustments;
 - (ii) The amount of \$265,624.80 to Hillmount Capital Inc. (“Hillmount”), subject to nominal closing adjustments;
 - (iii) The amount of \$70,001.67 to Maria Zuccaro for the period to September 24, 2020; together with accrued interest;
 - (iv) Ongoing Spousal Payments, as defined in the Receiver’s First Report to Court; and
 - (v) The amount of \$24,000.00 to Maria Zuccaro for the cost order made November 16, 2020, together with accrued interest.

5. Approving the fees and disbursements of the Receiver for the period from October 28, 2020 to May 5, 2021;
6. Approving the fees and disbursements of the Receiver's legal counsel for the period from November 17, 2020 to April 26, 2021;
7. Approving the Receiver's First Report and the activities of the Receiver set out therein including the Receiver's Interim Statement of Receipts and Disbursements, for the period from November 17, 2020 to April 30, 2020; and
8. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The Respondent Frank Zuccaro ("Frank") is the principal of the Respondent corporations (hereinafter collectively referred to as the "Zuccaro Respondents") and the spouse of Maria Zuccaro ("Maria").
2. Maria commenced an Application in the Ontario Superior Court of Justice at Newmarket in 2019 under Family Court File No.: CV-19-0058934-0000 for, *inter alia*, support and equalization (the "Matrimonial Proceedings").
3. Within the Matrimonial Proceedings, the Honourable Justice P.A. Douglas made an Order on October 8th, 2020, for the appointment of a Receiver to prevent dissipation of assets and to ensure compliance with various Orders for disclosure.
4. The Receiver was appointed on November 17th, 2020 by further Order of the Honourable Justice P.A. Douglas pursuant to Section 101 of the *Courts of Justice Act* (the "Receivership Order"), which Receivership Order became effective as of its date.
5. Among other things, the Receivership Order authorized the Receiver to sell the property known municipally as 76 Densley Avenue, Toronto, Ontario (the "Densley Property").

PROCESS FOR A SALE OF THE PROPERTY

6. As detailed in the Receiver's First Report, the Receiver engaged CBRE Limited, Brokerage (the "CBRE") as broker to solicit offers for the purchase of the Densley Property. As a result of the marketing activities undertaken by CBRE, 9 Confidentiality Agreements were signed, 7 offers were received, and ultimately a preferred offer was selected. The accepted offer involved an offer to purchase the Densley Property for the highest price ("the Successful Bid").

7. The Successful Bid was unconditional and provided for a closing date to be on the 10th business following the date the Receiver obtained Court Approval and a Vesting Order or such other date as the parties mutually agreed to.

8. The Sale Agreement provided the purchaser with the right at any time prior to closing to assign the Agreement, which the original purchaser did by Amendment to the Sale Agreement dated March 29th, 2021.

THE SALE PROCESS WAS FAIR AND REASONABLE AND RESULTED IN THE SALE AGREEMENT

9. The Receiver believes that the Successful Bid represents the highest and best offer for the Densley Property based on all proposals received in the Sales Process. Therefore, the Receiver accepted the terms of the Successful Bid in the Sale Agreement, subject to Court Approval.

10. The Receiver believes that the sale price set out in the Sale Agreement is fair and commercially reasonable in the circumstances. It is a requirement of the Sale Agreement that the Approval and Vesting Order be obtained before closing.

DISTRIBUTION OF THE PURCHASE PRICE

11. The Receiver proposes to distribute the net sale proceeds following the closing of the transaction in accordance with the respective priorities of the mortgages registered on the title to the Densley Property, as set out in the Receiver's First Report.

12. As at June 11, 2021, the amount owing under the first ranking charge over the Densley Property being the charge to the Equitable bank will be \$1,691,685.77, before nominal closing adjustments.

13. The Receivership Order authorized the Receiver to borrow monies not exceeding \$400,000.00 to fund the exercise of its powers and duties and the Receiver entered into a Term Sheet with Hillmount Capital Inc. for the purpose of same. As of June 11, 2021, the amount outstanding to Hillmount for funds borrowed, inclusive of fees will be \$265,624.80 for which Receiver's Certificates have been issued.

14. Prior orders made in the matrimonial proceedings require payments by the Respondents to Maria Zuccaro. The Receiver proposes to distribute the sum of \$70,001.67 from the net proceeds following the closing for the amounts owing to Maria Zuccaro for the period to September 24, 2020. In addition, the Receiver proposes to distribute to Maria Zuccaro the Ongoing Spousal Payments, as described in the Receiver's First Report to Court and \$24,000.00 for an outstanding cost order made in the matrimonial proceedings on November 16, 2020.

FEES AND DISBURSEMENTS ARE REASONABLE IN THE CIRCUMSTANCES

15. The fees and disbursements of the Receiver and its counsel are reasonable and proper in all of the circumstances.

16. As set out in the Rules 2.03 and 3.02 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194.

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

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

1. The First Report of the Receiver dated May 18, 2021;
2. The Fee Affidavit of Rahn Dodick, sworn May 18, 2021;
3. The Fee Affidavit of Alexander Hora, sworn May 18, 2021; and

4. Such further and other documentary evidence as counsel may advise and this Honourable Court permits.

May 19, 2021

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

WENDY GREENSPOON-SOER
(LSUC#: 34698L)
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicant Receiver,
DODICK LANDAU INC.

SCHEDULE "A"

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No. CV-21-00661928-00CL

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

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS
AMENDED AND RULES 14.05(2) AND (3)(g) AND 41 OF THE
RULES OF CIVIL PROCEDURE, R.R.O. 1990**

Proceeding commenced at Toronto

NOTICE OF MOTION
APPROVAL AND VESTING ORDER, APPROVE
RECEIVER'S ACTIVITIES AND FEES, APPROVE
DISTRIBUTION)
(MOTION RETURNABLE ____, 2021)

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario, M5C 2V9

Wendy Greenspoon-Soer LSUC#: 34698L
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicant,
DODICK LANDAU INC.

File Number: 12574-001

TAB 2

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

DODICK LANDAU INC.

Applicant

**FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE
CREAM INC. AND ORACCRUZ HOLDINGS LTD.**

Respondents

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**FIRST REPORT TO COURT OF DODICK LANDAU INC.
AS RECEIVER OF FRANK ZUCCARO, 863704 ONTARIO LIMITED,
METROPOLITAN ICE CREAM INC. AND ORACCRUZ HOLDINGS LTD.**

May 18, 2021

INTRODUCTION

1. On November 17, 2020, Dodick Landau Inc. was Court-appointed receiver (the “Receiver”) of the assets, undertakings and properties of Frank Zuccaro, 863704 Ontario Limited (“863 Ontario”), Metropolitan Ice Cream Inc. and Oraccruz Holdings Ltd. including all proceeds thereof (“Property”) under section 101 of the *Courts of Justice Act* (Ontario) by Order (“Receivership Order”) of Justice P.A. Douglas in the Ontario Superior Court of Justice at Newmarket family Court file No. FC-19-0058934-0000 (“Matrimonial Proceeding”). Attached as Appendix “A” is a copy of the Receivership Order.
2. Frank Zuccaro is the principal of the Respondent corporations and the spouse of Maria Zuccaro, the applicant in the Matrimonial Proceeding. In the Matrimonial Proceeding there are three additional individual respondents who are the adult children of Frank and Maria

Zuccaro. Maria Zuccaro commenced the Matrimonial Proceeding in family Court in 2019 for support and equalization as part of her, and Frank Zuccaro's, divorce proceeding. Frank Zuccaro breached orders made in the Matrimonial Proceeding which resulted in the family Court appointing the Receiver to, among other things, take possession of, and exercise control over, the Property and all receipts and disbursements arising out of, or from, the Property under the control of Frank Zuccaro.

3. The Court further ordered that the real properties owned by 863 Ontario and located at 76 Densley Avenue Toronto, Ontario ("**Densley Property**"), and 3815 King Road, King City, Ontario ("**King Property**"), may immediately be listed for sale.
4. Following receipt of the Receivership Order, Maria Zuccaro, and her children, requested the Receiver to only take possession and sell the Densley Property and not to take possession of the King Property as Frank Zuccaro continues to reside there. However, recently, Ms. Zuccaro and her children requested that the Receiver take possession of, and commence a sale process for, the King Property. Other than obtaining an appraisal of the King Property and insuring it, the Receiver, consistent with the direction provided by Maria Zuccaro, has to date not taken possession of the King Property nor commenced a process to sell the King Property. The Receiver intends in the near future to make a separate Court application to seek advice and directions with regards to the possession and sale of the King Property.

PURPOSE OF THE FIRST REPORT

5. The purpose of this first report of the Receiver (the "**First Report**") is as follows:
 - a. to provide background information on the receivership;
 - b. to obtain the Court's approval of the Densley Property sale transaction (the "**Sale Transaction**") contemplated by the agreement of purchase and sale (the "**Densley APS**") between the Receiver and Ashiana Capital Corporation ("**Purchaser**") dated March 5, 2021, and amended March 29, 2021, a redacted copy of which is attached hereto as **Appendix "B"** (which is redacted only in respect of the purchase price and

deposit amount thereunder) and an unredacted copy of which is attached hereto as **Confidential Appendix “1”**;

- c. to obtain the Court’s approval for the vesting in the Purchaser of all of 863 Ontario’s right, title and interest in and to the Densley Property free and clear of any claims and permitted encumbrances;
- d. to obtain the Court’s approval of the sealing of the unredacted copy of the Densley APS, as well as the CBRE Reporting Letter, and the Appraisal (as such terms are defined below), which are attached hereto as **Confidential Appendix “2” and “3”**, respectively, until after the closing of the Sale Transaction. The Receiver is requesting an Order sealing these appendices as these documents contain sale information that could taint the market in the event the Sale Transaction does not close and the Densley Property is remarketed;
- e. to obtain the Court’s approval of this First Report and the activities described herein, including the Receiver’s Interim Statement of Receipts and Disbursements, for the period from November 17, 2020 to April 30, 2020 (the “**R&D**”);
- f. to obtain the Court’s approval of the Receiver fees and disbursements, including the fees and disbursements of its legal counsel, for the period from October 28, 2020 to April 30, 2021; and
- g. to obtain the Court’s approval of the distribution of the proceeds from the Sale Transaction (“**Densley Sale Proceeds**”), pending closing of the Sale Transaction, as more specifically detailed herein.

DISCLAIMER

6. In preparing this Report, the Receiver has relied upon certain unaudited, draft and/or internal financial information, the Respondent's books and records, and information from Maria Zuccaro, as well as, Guisepppe, Vito Antonio and Filomena Zuccaro and other third-party sources, (collectively, the "**Information**"). Except as described in this Report:
- a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information;
 - b. some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants handbook, has not been performed; and
 - c. the Receiver has prepared this First Report in its capacity as a Receiver and has made a copy of this Report available on the Receiver's website at www.dodick.ca for purposes of this motion. Parties using this First Report, other than for the purpose of this motion, are cautioned that it may not be appropriate for their purposes.
7. Capitalized terms not defined in the First Report are as defined in the Receivership Order. All references in this First Report to dollars are in Canadian currency.

BACKGROUND

Overview

8. 863 Ontario is a real estate holding company that owns the Densely and King Properties. Frank Zuccaro is the sole director and officer of 863 Ontario.
9. Within the Matrimonial Proceeding various Orders were made by the Court as against Frank Zuccaro and the corporations under his control, including for various payments

(discussed further herein), which were breached. As a result, Justice P.A. Douglas made an Order on October 8, 2020 that a Receiver would be appointed to ensure compliance by Frank Zuccaro, and the corporate Respondents, (the “**October 2020 Order**”) and on November 17, 2020 the Receivership Order was granted. Attached as **Appendix “C”** is a copy of the October 2020 Order.

10. The Receivership Order authorized the Receiver to borrow monies not exceeding \$400,000 to fund the exercise of its powers and duties. To date, the Receiver has borrowed \$260,000 (“**Hillmount Loan**”), from Hillmount Capital Inc. (“**Hillmount**”). Hillmount’s advances are secured by the Receiver’s Borrowings Charge, over all of the assets, undertakings and properties of the Respondents pursuant to section 21 of the Receivership Order. However, the Hillmount Loan is subordinate to the pre-existing mortgage on the Densley Property held by Equitable Bank and described in further detail below.

DENSLEY PROPERTY SALES PROCESS

11. In December 2020, the Receiver invited proposals from three commercial real estate brokers for the marketing and sale of the Densley Property. In January 2021, the Receiver engaged CBRE Limited (“**CBRE**”), a reputable national commercial real estate brokerage company, to market and sell the Densley Property.
12. The listing and marketing of the Densley Property commenced on January 29, 2021 with a list price of \$5.5 million. Subsequently, once it was confirmed that there were sufficient interested parties in the Densley Property, CBRE established an offer submission date of March 2, 2021 and advised prospective interested parties that offers will not be accepted earlier. This provided the time for all prospective interested parties to view the Densley Property, and carry out their due diligence, before deciding whether to submit an offer. Attached as **Appendix “D”** is a copy of CBRE’s marketing brochure.
13. CBRE marketed the Densley Property through multiple channels including email campaigns, advertising promotions, LinkedIn networks and signage summarized in CBRE’s reporting letter dated March 30, 2021 (“**CBRE Reporting Letter**”) and sealed as Confidential Appendix 2.

14. CBRE received multiple offers for the Densley Property on the March 2, 2021 offer submission date. With the agreement of the Receiver, CBRE contacted the top three offerors and asked them to improve their offers and re-submit their improved offers by March 5, 2021, the second-round offer submission date.
15. On March 5, 2021, CBRE received three improved offers. CBRE, in consultation with the Receiver, entered into discussions with the top offeror with a view to further improving the offer for acceptance and execution by the Receiver. The Receiver executed the Densley APS on March 5, 2021. The purchaser was permitted to assign the agreement to a corporation to be named prior to closing of the Sale Transaction. On March 29, 2021, the purchaser assigned the agreement to Ashiana Capital Corporation, which the Receiver understands is a corporation related to the assignor. A summary of final offers is included in the CBRE Reporting Letter attached hereto as Confidential Appendix "2".

Densley APS

16. The Densley APS provides that closing of the Sale Transaction shall be on the 10th business day following the date of Approval and Vesting Order being granted by the Court.
17. A general summary of the key terms and conditions of the Densley APS is set out below. For further information, interested parties are directed to the specific terms of the Densley APS, a redacted version is attached hereto as Appendix "B".
 - a. The purchase price for the Densley Property is as set out in the unredacted copy of the Densley APS, which is attached as Confidential Appendix "1". The purchase price will be satisfied by way of cash proceeds.
 - b. A deposit of approximately 7% of the purchase price is being held by CBRE pursuant to the terms of the Densley APS.
 - c. The Densley APS contains common conditions for transactions of this nature, including obtaining the Approval and Vesting Order. There are no due diligence or financing conditions in the Densley APS.

18. The Densley Property Appraisal and the executed Densley APS were provided to Maria Zuccaro, and her children, upon their execution of a Non-Disclosure and Confidentiality Agreement (the “NDA”). The same information has been offered to Frank Zuccaro but, after several attempts were made to make contact with him through his legal counsel which included providing him with a copy of the NDA, no signed NDA was returned.

DISTRIBUTIONS

Equitable and Hillmount Payouts

19. At the commencement of the receivership, 863 Ontario owed Equitable Bank (“Equitable”) approximately \$1.7 million. Equitable holds a first priority mortgage registered on title to the Densley Property and was granted by 863 Ontario a General Security Agreement against all of its properties, assets and undertakings. The Receiver brought the Equitable mortgage into good standing following its appointment and has been making the monthly installments in the normal course.
20. The Receiver is in receipt of draft payout statements from Equitable and Hillmount, which are attached as **Appendices “E” and “F”**, respectively. The actual final amounts to be paid out to Equitable and Hillmount will depend on the final closing date, however, the Receiver does not expect the final payouts to be materially different from the amounts in the draft payout statements appended to this report. The Densley Sale Proceeds are sufficient to satisfy the claims of Equitable and Hillmount as set out in their payout statements. The Receiver proposes to distribute from the sale proceeds funds to satisfy the amounts owing to Equitable and Hillmount in full in accordance with their final payout statements.

Unpaid Spousal Payments

21. As part of the Matrimonial Proceeding, on March 11, 2020 an order was issued (“**March 2020 Order**”) which, among other things, ordered Frank Zuccaro to make spousal payments to Maria Zuccaro, an interim disbursement payment, as well as payments for his portion of the carrying costs of the matrimonial home. On August 5, 2020 (“**August 2020**”

Order”) a further order was granted which, among other things, ordered Frank Zuccaro to pay all carrying expenses related to the property at 11547 County Road 10, Clearview, Ontario (the **“Cottage Property”**). Both the matrimonial home and the Cottage Property, are jointly owned by Maria and Frank Zuccaro. The March and August 2020 Orders are attached as **Appendices “G” and “H”**, respectively.

22. Frank Zuccaro failed to comply with certain of the ordered payments in each of the March 2020 and August 2020 Orders. In addition, on November 16, 2020 an endorsement was made by Justice Douglas of the Family Court which ordered that Frank Zuccaro pay \$24,000 of costs to Maria Zuccaro plus interest at a rate of 2% per annum. The Receiver summarized these outstanding spousal payments (**“Unpaid Spousal Payments”**) which summary is attached as **Appendix “I”** and total \$96,671.03. The Receiver proposes to make a distribution from the Densley Sale Proceeds to Maria Zuccaro in accordance with the Unpaid Spousal Payments, plus accrued interest thereon.

Ongoing Spousal Payments

23. The March and August 2020 Orders include, among other things, ongoing payment obligations to Maria Zuccaro by Frank Zuccaro equal to \$3,000 per month for spousal support, payments for Frank Zuccaro’s share of the ongoing carrying costs of the matrimonial home and 100% of the ongoing carrying costs of the Cottage Property (collectively, **“Ongoing Spousal Payments”**). The Receiver proposes to continue to make these payments on behalf of Frank Zuccaro from the net remaining Densley Sale Proceeds for the period beginning September 24, 2020, until such time as a further order is made by the Court directing the Receiver to distribute the remaining Densley Sale Proceeds, or until there are insufficient funds in the Receivership to continue to make such payments to be determined by the Receiver in its sole discretion.
24. Accordingly, below is a summary of the distributions the Receiver proposes to make from the Densley Sale Proceeds upon closing of the Sale Transaction (collectively referred to as the **“Interim Distribution”**)
 - a. payment to Equitable on account of its first mortgage in the amount of approximately \$1.7 million;

- b. payment to Hillmount in repayment of the Receiver's Borrowings in the amount of approximately \$265,000;
 - c. payment to Maria Zuccaro on the account of the total Unpaid Spousal Payments for the period to September 24, 2020 in the amount of \$70,001.67 plus interest;
 - d. payment to Maria Zuccaro on account of the November 2020 cost award in the amount of \$24,000; and
 - e. ongoing Spousal Payments in accordance with the March and August 2020 Orders, as described above.
25. The remaining Densley Sale Proceeds, after payment of the distributions described above, will be held by the Receiver to fund the ongoing operating costs of the Receivership proceeding and will be distributed only upon receipt of further order of the Court.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

26. Attached as **Appendix "J"** is the Receiver's interim statement of receipts and disbursements ("**R&D**") for 863 Ontario which, for the period of November 17, 2020 to May 5, 2021 indicates actual receipts over disbursements of \$63,638.70. The other Respondents either had zero, or nominal, receipts over disbursements, and for this reason are not included in the R&D.
27. The Hillmount Loan totaled approximately \$260,000, before adjustments for financing costs, which, together with rent collected from the tenants of the Densley Property totalling approximately \$151,500, were used to fund the Receivership's assets' carrying costs and the costs of the receivership proceeding to date.

PROFESSIONAL FEES

28. The Receiver is seeking an Order from this Court to pass the accounts of the Receiver and to approve the fees and disbursements of the Receiver and its legal counsel.
29. For the period October 28, 2020 to May 5, 2021, the Receiver's accounts amount to \$139,622.05 in fees, plus disbursements of \$8,031.63 and \$19,194.98 in HST for a total

amount of \$166,748.65. A copy of the accounts rendered in these proceedings by the Receiver in respect of such period, together with a summary of the personnel, hours and hourly rates of the Receiver during the same period, supported by the Affidavit of Rahn Dodick sworn May ●, 2021, is attached hereto as **Appendix “K”**.

30. The aggregate fees of Garfinkle Biderman LLP (“GB”), the Receiver’s legal counsel, for the period November 17, 2020 to April 26, 2021, are \$30,895.00, plus disbursements of \$736.10 and HST in the amount of \$4,111.01 for a total of \$35,742.11. Copies of GB’s statements of account are attached as an exhibit to the Affidavit of Alexander Hora sworn May ●, 2021, attached hereto as **Appendix “L”**.

RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS

31. The Receiver is of the view that CBRE, in consultation with the Receiver, canvassed the market for interested purchasers and provided sufficient opportunity for all potentially interested persons to view the Densley Property and to submit an offer, if interested. The Receiver is not aware of any circumstances in which potentially interested persons were not treated fairly or not afforded substantially equal information and opportunity by CBRE.
32. The Densley APS represents the highest and best offer received by CBRE.
33. The Appraisal, which is attached hereto as Confidential Appendix “3”, notes that the purchase price in the Densley APS is higher than the appraised value.
34. The Receiver consulted with CBRE, its legal counsel, and Maria Zuccaro’s legal counsel on the results of the sale process.
35. In view of the foregoing, the Receiver respectfully recommends that this Court grant the Receiver’s request for an order for the following:
 - a. approving the First Report and the activities described herein;
 - b. approving the interim R&D;
 - c. approving the sale of the Densley Property to the Purchaser and vesting the Densley Property in the Purchaser free and clear of all claims;

- d. sealing the unredacted copy of the Densley APS, which is attached hereto as Confidential Appendix "1", the CBRE Reporting Letter, which is attached hereto as Confidential Appendix "2" and the Densley Appraisal which is attached hereto as Confidential Appendix 3;
- e. approving the fees and disbursements of the Receiver and its legal counsel, as described herein; and
- f. approving and directing the Receiver to complete the distributions, as described herein.

All of which is respectfully submitted this 18th day of May, 2021.

**DODICK LANDAU INC., solely in its capacity as
Receiver of Frank Zuccaro, 863704 Ontario Limited,
Metropolitan Ice Cream Inc. and Oraccruz Holdings Ltd.
and not in its personal or corporate capacity.**

Per:



Rahn Dodick, CPA, CA, CIRP, LIT
President

APPENDIX "A"

Superior Court of Justice, Family Court

(Name of court / Nom du tribunal)

at / au 50 Eagle Street West, Newmarket, Ontario L3Y 6B1

(Municipality / Municipalité)

**Endorsement Sheet /
Page d'inscription**

Date
November 17,
2020

Applicant(s) / Requéran(t)e(s) : Maria Zuccaro Present / Comparait

Counsel / Avocat(e) : R. Avery Zeidman (avery@zeidmanlaw.com) Present / Comparait

Duty Counsel /
Avocat de service

Frank Zuccaro (R1)
863704 Ontario Limited (R2)
Metropolitan Ice Cream Inc. (R3)
Oraccuz Holding Ltd. (R4)
Giuseppe Zuccaro (R5)
Vito Antonio Zuccaro (R6)

Respondent(s) / Intimé(e)(s) : Filomena Zuccaro (R7) Present / Comparait

Frank Mendicino (fmendicino@cslp.ca) for R1,
R2, R3, R4

Counsel / Avocat(e) : R. Avery Zeidman for R5, R6, R7 Present / Comparait

Duty Counsel /
Avocat de service

Order to go in accordance with minutes of settlement or consent filed. /
Ordonnance conformément au procès-verbal de l'audience de transaction ou le consentement déposé.

I have before me A's 14B motion for appointment of a receiver as contemplated by para. 5 of my endorsement dated Oct. 8/20.

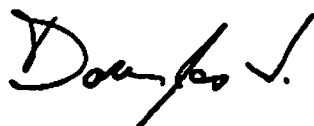
I authorized determination of this issue by 14B if necessary. It appears R1, R2, R3 and R4 have not responded to A's entreaties to resolve the issue.

A takes the position that these Rs are not entitled to participate in this motion by virtue of my order staying their claims. It is not necessary for me to rule on this issue (which may be arguable), given these Rs have been served with the 14B, they have had sufficient time to respond, and they have not done so. I therefore proceed on the basis that R1, R2, R3 and R4 do not oppose the relief sought.

For these reasons,

ORDERS TO GO :

1. Per Schedule A to the 14B dated November 10, 2020.
2. This order is operative and enforceable upon release of this endorsement under my electronic signature without any need for a signed or entered formal typed order. Approval is dispensed with. The parties shall submit a formal order for signing and entry upon resumption of regular court services.



Mr. Justice P. A. Douglas

Superior Court of Justice

(Name of Court)

at **50 Eagle Street West, Newmarket, Ontario, L3Y 6B1**

(Court office address)

CONSENT**Applicant(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Maria Zuccaro**
c/o Lawyer*Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***R. Avery Zeidman**
Avery Zeidman Professional Corporation
Barristers & Solicitors
565 Edgeley Blvd.
Concord, Ontario L4K 4G4
Tel: 905-669-7577 ext. 222
Fax: 905-669-5525
avery@zeidmanlaw.com**Respondent(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Frank Zuccaro**
c/o lawyer**Co-Respondents (c/o lawyer)****863704 Ontario Limited****Metropolitan Ice Cream Inc.****Oraccuz Holding Ltd.****Added Respondents (c/o Mr. Zeidman)****Giuseppe Zuccaro****Vito Antonio Zuccaro****Filomena Zuccaro****Affected Party:****Dodick Landau Inc.**
4646 Dufferin St. Unit #6
North York, ON M3H 5S4
Tel: (416) 736-4357
Fax: 416-649-7725
rahn.dodick@dodick.ca*Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Frank A. Mendicino**
Capo Sgro LLP
Barrister(s) and Solicitor(s)
7050 Weston Road, Suite 400
Woodbridge, Ontario L4L 8G7
Tel: 905-850-7000
Fax: 905-850-7050
fmendicino@csllp.ca**R. Avery Zeidman**
Avery Zeidman Professional Corporation
Barristers & Solicitors
565 Edgeley Blvd.
Concord, Ontario L4K 4G4
Tel: 905-669-7577 ext. 222
Fax: 905-669-5525
avery@zeidmanlaw.com

The parties hereto, by their respective solicitors, consent to an Order attached as **Schedule "A"** and no party to or affected by these proceedings is under any disability.

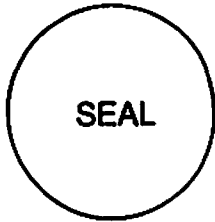
Dated this 10th day of November, 2020.



Maria Zuccaro, Giuseppe Zuccaro, Vito Antonio
Zuccaro, and Fiorenza Zuccaro, all by their Lawyer
R. Avery Zeidman



Dodick Landau Inc., proposed receiver, per R.
Avery Zeidman as per authorization



ONTARIO
Superior Court of Justice

25
Court File Number
FC-19-0058934-0000

(Name of Court)

at 50 Eagle Street West, Newmarket, Ontario, L3Y 6B1

(Court office address)

Form 25: Order (General)

Temporary
 Final

Applicant(s)

<p><i>(Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).)</i></p> <p>Maria Zuccaro c/o Lawyer</p>	<p><i>Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).</i></p> <p>R. Avery Zeidman Avery Zeidman Professional Corporation Barristers & Solicitors 565 Edgeley Blvd. Concord, Ontario L4K 4G4 Tel: 905-669-7577 ext. 222 Fax: 905-669-5525 avery@zeidmanlaw.com</p>
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The Honourable
Justice P.A. Douglas

Judge (Print or type name)
November , 2020
Date of order

Respondent(s)

<p><i>Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).</i></p> <p>Frank Zuccaro c/o lawyer</p> <p><u>Co-Respondents (c/o lawyer)</u></p> <p>863704 Ontario Limited</p> <p>Metropolitan Ice Cream Inc.</p> <p>Oraccuz Holding Ltd.</p> <p><u>Added Respondents (c/o Mr. Zeidman)</u></p> <p>Giuseppe Zuccaro</p> <p>Vito Antonio Zuccaro</p> <p>Filomena Zuccaro</p>	<p><i>Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).</i></p> <p>Frank A. Mendicino Capo Sgro LLP Barrister(s) and Solicitor(s) 7050 Weston Road, Suite 400 Woodbridge, Ontario L4L 8G7 Tel: 905-850-7000 Fax: 905-850-7050 fmendicino@csllp.ca</p> <p>R. Avery Zeidman Avery Zeidman Professional Corporation Barristers & Solicitors 565 Edgeley Blvd. Concord, Ontario L4K 4G4 Tel: 905-669-7577 ext. 222 Fax: 905-669-5525 avery@zeidmanlaw.com</p>
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The court heard a motion made by (name of person or persons)

Maria Zuccaro, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Dodick Landau Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Inc. (collectively the "Debtor") was heard this day at 50 Eagle Street West, Newmarket, Ontario.

The following persons were in court (names of parties and lawyers in court)
n/a motion in writing only

The court received evidence and heard submissions on behalf of (name or names)

R. Avery Zeidman, on behalf of the Applicant and added Respondents
Frank A. Mendicino, on behalf of the Respondent and Co-Respondents

THIS COURT ORDERS THAT:

SERVICE

1. THIS COURT ORDERS that the time for service of the 14B Motion Form and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, Dodick Landau Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to

exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, and in each such case notice under subsection 63(4) of the Ontario Personal Property Security Act, [or section 31 of the Ontario Mortgages Act, as the case may be,] shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements

for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and

(s) to take steps to give effect to Orders of this Court, including without limitation this Order, the Order of the Honourable Justice Douglas dated March 11, 2020, the order of the Honourable Justice Douglas dated June 29, 2020, and the Order of the Honourable Justice Douglas dated October 8, 2020;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of

allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court save and except for this application proceeding (for which leave to continue is granted).

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property save and except for this application proceeding (for which leave to continue is granted) shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or

the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as

provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act, the Ontario Environmental Protection Act, the Ontario Water Resources Act, or the Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the

Wage Earner Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon.

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

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

to this Order.

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the protocol for this Court regarding service of documents as outlined in the Notices to Public and Profession in effect (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol shall be valid and effective service.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act

as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have her costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that the Land Registry Office for the Land Titles Division of York (No. 64) shall register this Order against title to the lands and premises known municipally as:

- a) 3815 King Road, King City, Ontario and legally described as PT LOT 5, CON 6, KING, PT RDAL BTN LTS 5 & 6 CON 6 KING AS IN R586423; KING (THE "KING PROPERTY");
- b) 207 Saint Francis Avenue, Woodbridge, Ontario and legally described as LOT 185, PLAN 65M3715, VAUGHAN. S/T RT UNTIL THE LATER OF 5 YRS FROM 2004/01/12 OR UNTIL PL 65M3715 HAS BEEN ASSUMED BY THE CITY OF VAUGHAN, AS IN YR414025 (THE "MATRIMONIAL HOME");

34. THIS COURT ORDERS that the Land Registry Office for the Land Titles Division of Simcoe (No. 51) shall register this Order against title to the lands and premises known municipally as 11547 Count Road 10, Clearview, Ontario and legally described as PART OF THE SOUTH HALF OF LOT 13, CONCESSION 8, TOWNSHIP OF SUNNIDALE, COUNTY OF SIMCOE, BEING PART 1 ON REFERENCE PLAN 51T-2097 (THE "COTTAGE PROPERTY").

35. THIS COURT ORDERS that the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 80) shall register this Order against title to the lands and premises known municipally as 76 Densley Avenue, Toronto, Ontario and legally described as LT 4 PL 4325 NORTH YORK; TORONTO (N YORK), CITY OF TORONTO (the "DENSLEY PROPERTY").

36. THIS COURT ORDERS that the MATRIMONIAL HOME shall not be sold, transferred or encumbered without the Applicant's consent.

37. THIS COURT ORDERS that the DENSLEY PROPERTY and/or the KING PROPERTY may immediately be listed for sale to fund the receivership and obligations thereof.

Put a line through any blank space left on this page.

Date of signature

Signature of judge or clerk of the court

SCHEDULE "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Dodick Landau Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Inc. including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of November, 2020 (the "Order") made in an application having Court file number FC-19-0058934-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of November, 2020.

**Dodick Landau Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name:

Title:

APPENDIX "B"



AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)



PURCHASER, SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN, agrees to purchase from VENDOR, DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY, the following REAL PROPERTY:

Address: 76 Densley Avenue fronting on the North side of Densley Avenue in the City of Toronto and having a frontage of as per Schedule "B" more or less by a depth of as per Schedule "B" more or less and legally described as LT 4 PL 4325 NORTH YORK, TORONTO (N YORK), CITY OF TORONTO (the "Property").

PURCHASE PRICE [redacted] Dollars (CDNS [redacted])

Having inspected the premises or plans, hereby offer to purchase through, CBRE Limited, Real Estate Brokerage (Listing Broker) AND CBRE Limited, Real Estate Brokerage (Co-operating Broker)

DEPOSIT:

The Purchaser submits (Upon acceptance), [redacted] Dollars (CDNS [redacted]) negotiable cheque payable to CBRE Limited, Real Estate Brokerage (the "First Deposit") to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

Balance of purchase price to be paid by wire, bank draft or certified cheque on the Completion Date.

IT IS UNDERSTOOD AND AGREED THAT SCHEDULE "A" ATTACHED HERETO SHALL BE READ WITH AND FORM A PART OF THIS AGREEMENT OF PURCHASE & SALE AND TO BE INITIALED FOR PURPOSES OF IDENTIFICATION.

SCHEDULE(S) "A" ATTACHED HERETO FORM(S) PART OF THIS AGREEMENT.

- 1. CHATELS INCLUDED: N/A
2. FIXTURES EXCLUDED: See Schedule "A"
3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s) if assumable: hot water rental tank, alarm system
4. IRREVOCABILITY: This Offer shall be irrevocable by Purchaser until 5:00 p.m. on the 4th day of March, 2021 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.
5. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the See Schedule "A" Upon completion vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
6. NOTICES: Vendor hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. If the Co-operating Broker represents the interests of the Purchaser in this transaction, the Purchaser hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.
7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Vendor agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
8. TITLE SEARCH: Purchaser shall be allowed until 6:00 p.m. 10 days before closing (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (E1.0 & M2) may be lawfully continued, and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the

INITIALS OF PURCHASER: [Signature]

INITIALS OF VENDOR: [Signature]

- property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
 10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
 11. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
 12. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be binding agreement of purchase and sale between Purchaser and Vendor.
 13. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.
 14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.
 15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.
 16. **RESIDENCY:** (a) Subject to (b) below, the Vendor represents and warrants that the Vendor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Vendor shall deliver to the Purchaser a statutory declaration that Vendor is not then a non-resident of Canada; (b) provided that if the Vendor is a non-resident under the non-residency provisions of the Income Tax Act, the Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate.
 17. **ADJUSTMENT:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.
 18. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.
 19. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
 20. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
 21. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
 22. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
 23. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
 24. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
 25. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
 26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

INITIALS OF PURCHASER:

INITIALS OF VENDOR

DATED AT Mississauga this 5th day of March, 2021.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

(Witness) _____

DocuSigned by:
X [Signature]
(Purchaser) _____

Date x 3/5/2021

(Witness) _____

(Purchaser) _____

Date _____

I, the Undersigned Vendor, agree to the above Agreement of Purchase & Sale. I hereby irrevocably instruct my lawyer to pay directly to the Listing Broker and any sub-agents the unpaid balance of the commission as outlined in the existing MLS agreement together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale.

DATED AT Toronto this 5th day of March, 2021.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

(Witness) _____

Dedrick London Inc. acting as Co-vent
appointed Receiver and not in its personal or
corporate capacity,
(Vendor)
per: [Signature]

Date March 5, 2021

(Witness) _____

(Vendor) _____

Date _____

SPOUSAL CONSENT: The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____

(Spouse) _____

Date _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties at 8:45 a.m. (p.m.) this 5th day of March, 2021.

[Signature]
(Signature of Vendor or Purchaser)

CONFIRMATION OF REPRESENTATION

I hereby acknowledge and confirm the Listing Broker represents the interests of the Vendor in this transaction.

I hereby acknowledge and confirm the Co-operating Broker represents the interests of the Purchaser in this transaction.

Signature of Listing Broker or authorized representative _____

Signature of Co-operating Broker or authorized representative _____

Name of Listing Broker: CBRE Limited, Real Estate Brokerage
(416) 494-0600 (416) 494-6435
Tel No. FAX NO.

Name of Co-Operating Broker: CBRE Limited, Real Estate Brokerage
(416) 674-7900 (416) 674-6575
Tel No. FAX NO.

ACKNOWLEDGEMENT

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

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

(Vendor) _____ Date _____

(Purchaser) _____ Date _____

(Vendor) _____ Date _____

(Purchaser) _____ Date _____

Address for Service: _____

Address for Service: _____

Vendor's Lawyer _____ Tel.No. ()

Purchaser's Lawyer _____ Tel.No. ()

Address: _____

Address: _____

() ()

() ()

Tel. No. FAX NO.

Tel. No. FAX NO.

FOR OFFICE USE ONLY
COMMISSION TRUST AGREEMENT
To, Co-operating Broker shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Broker procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale: _____
Signature of Listing Broker or authorized representative _____
Signature of Co-operating Broker or authorized representative _____

INITIALS OF PURCHASER: [Initials]

INITIALS OF VENDOR: [Initials]

SCHEDULE "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

1. BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the Purchase Price on closing with funds drawn on the trust account of an Ontario lawyer in good standing in the form of a certified cheque or wire transfer using the Large Value Transfer System.

2. FURTHER DEPOSIT

In the event that this Agreement of Purchase and Sale is subject to any conditions in favour of the Buyer, it is mutually understood and agreed that the Buyer shall pay a second deposit in the amount of [REDACTED] Canadian Dollars by way of certified cheque or wire transfer, to be held by the Listing Broker in trust, pending completion or termination of this Agreement and to be credited toward the Purchase Price on completion. Such second deposit shall be delivered to the Listing Broker immediately upon removal of all the Buyer's conditions as per this Agreement of Purchase and Sale.

RD [Signature]

[Signature]

3. DEPOSIT DIRECTION

The Buyer and Seller hereby direct the Listing Broker holding the deposit and any further deposits in this transaction to place same into an interest bearing account or term deposit in a chartered bank, with any accrued interest to be paid to the Buyer immediately upon completion or other termination of this agreement, provided the deposit is held for a minimum of 30 days.

4. COMPLETION DATE AND VESTING ORDER

The Receiver and the Buyer acknowledge that this Agreement is subject to Court approval and to the issuance of a Vesting Order. The Seller shall use its commercially reasonable efforts to obtain a Vesting Order as soon as reasonably possible following ^{acceptance of this agreement} ~~waiver of Buyer's Conditions, if any.~~ The closing date of this Agreement shall be on the 5th business day following the date the Seller obtains Court approval and a Vesting Order but no sooner than ^{10th} ~~sixty-fifty (6050) days~~ and no later than 365 days from ~~waiver of all Buyer's Conditions set herein, or such other date as the parties hereto shall mutually agree to.~~

It is mutually agreed that the closing date shall not be sooner than 30 days from the acceptance of this agreement and not later than 365 days from the acceptance of this agreement.

The Seller shall advise the Buyer of the date on which they plan to seek the Vesting Order, prior to requesting the Vesting Order from the Court.

The Buyer shall advise the Seller no later than 30 days from the date of acceptance of this agreement if the Buyer intends to assign and the name of the assignee in order that the Application for Vesting Order can be made in the name of the intended transferee.

5. SELLER DELIVERIES

Buyer and Seller acknowledge and agree that the Buyer shall be provided access to all due diligence materials provided by the Seller through the agent's data room (Sharefile) upon execution of this Agreement. The Buyer accepts and acknowledges that these materials are the Seller's Deliveries and as

RD [Signature]
RD [Signature]
RD [Signature]
RD [Signature]

[Signature]

[Signature]

[Signature]
Initial of Buyer(s)

[Signature]
Initial of Seller(s)

Page 2 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

such, will not receive any further documents upon closing. CBRE Limited does not represent, warrant, or guarantee the accuracy, correctness, and completeness of the information.

6. LEGAL ADVICE

The parties to this Agreement acknowledge that CBRE Limited is acting as the Listing and the Co-operating Broker, and has recommended that any legal advice or tax advice sought be obtained through the parties' own legal counsel and accountant(s). The parties further acknowledge that no information provided by CBRE Limited, if any, is to be construed as expert legal or tax advice. Further, the parties to this transaction hereby acknowledge that the Listing Broker and Co-operating Broker are the same firm, such that there has been, and is dual agency, the Seller and the Buyer having previously consented to such dual agency and waiving any conflict of interest or duty of confidentiality.

7. ASSIGNMENT

It is agreed that the Buyer shall have the right at any time prior to closing to assign this Agreement to a corporation or corporations, and/or persons, and when such assignment shall have been made and written notice thereof shall have been given to the Seller or its Solicitors, the assignee shall assume all the Buyer's rights and obligations hereunder to the same extent and in the same manner as if such assignee had executed this Agreement of Purchase and Sale as Buyer, and thereupon all of the obligations of the Buyer hereunder shall cease and terminate.

8. CHATELS AND FIXTURES

The purchase price includes all existing electric light fixtures, heating equipment, air conditioning equipment, and appurtenances thereto and all other chattels, fixtures and equipment, which may be the property of the Seller and used in connection with the operation of the Property.



9. AGENCY DISCLOSURE

The Seller and the Buyer acknowledge that CBRE Limited is acting as the Agent of the Seller and the Buyer on the proposed transaction between the two principles above noted. The Buyer's Agent shall be compensated by the Seller, through the Listing Brokerage (CBRE Limited) as per the MLS Agreement.

10. NO AGREEMENTS/LEASES

Following the acceptance of this Agreement of Purchase and Sale, no agreement to lease, lease amendment or other commitment or agreement relevant to the operation, maintenance and management of the Property shall be made or renewed by the Seller, without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.

11. TRANSFER OF WARRANTIES/GUARANTEES

Page 3 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

The Seller covenants and agrees to transfer to the Buyer on closing all warranties and guaranties, if any, which are transferable in its possession, covering heating systems, electrical systems, air-conditioning systems, roof repairs, asphalt, and plumbing systems now in the premises.

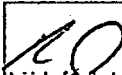
12. AS IS, WHERE IS

The Buyer acknowledges and agrees with and to the Seller (it being acknowledged that the Seller is relying on such acknowledgements and agreements in entering into this Agreement) as follows:

- a) Except for the obligations of the Seller as expressly set out in this Agreement, the Property is being sold by the Seller, and is being purchased by the Buyer, strictly on an "as is" basis, without any representation, warranty or covenant by the Seller or any other Person concerning the property, the Seller's or the Debtor's right, title or interest in or to the property or the chattels or fixtures, or the uses or applications of the property or the chattels or fixtures, whether express or implied, statutory or collateral, arising by operation of law or otherwise, including express or implied warranties of merchantability, fitness for a particular purpose, the existence or non-existence of Hazardous Materials, compliance with any or all Environmental Laws, title, description, quantity, condition or quality, and that any and all conditions and warranties expressed or implied by the *Land Registration Reform Act* (Ontario) or the *Sale of Goods Act* (Ontario) do not apply to the sale of the Subject Assets and are hereby waived by the Buyer.
- b) Except as expressly set out in this Agreement, no representations or warranties of any nature or kind have been made or will be made by the Seller, or anyone acting on behalf of the Seller, whether before or after execution of this Agreement or the Closing Date, to or for the benefit of the Buyer with respect to the Property, including without limitation, any representation or warranty relating to any of the following matters: physical condition (which includes environmental condition and soil condition), quantity, quality, fitness for purpose, zoning, compliance with Applicable Laws, lawful use, availability of lawful access to or from the Property.
- c) Without limiting the foregoing, but except as expressly set out in this Agreement, no representations or warranties have been made or will be made by the Seller, or anyone acting on behalf of the Seller, to or for the benefit of the Buyer as to the future development of the Property, the suitability or status of any proposed development of the Property, the nature, timing or cost of any development proposal, the availability of any approvals or the nature or cost of any obligations and liabilities which will be or may be incurred by the Buyer in connection with any construction undertaken by it.
- d) The Buyer is relying solely on its own due diligence, title searches, and other searches, inspections and investigations in purchasing the Property.

DS

(Initial of Buyer(s))

DS

(Initial of Seller(s))

Page 4 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

- e) The Buyer acknowledges that any documents, materials and information provided by or on behalf of the Seller to the Buyer with respect to the Property, whether before or after the Acceptance Date have been provided to the Buyer solely to assist the Buyer in undertaking its own due diligence, and the Seller has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Buyer as to the accuracy or completeness of any such documents, materials or information. The Buyer acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Seller shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.
- f) The Seller shall not be required to produce any abstract of title, deed or documents or copies thereof or any evidence as to title.
- g) The transfer of title to the Subject Assets may be subject to certain work orders, municipal requirements, including building or zoning by-laws and regulations, easements for hydro, gas, telephone affecting the Subject Assets, and like services to the Property, and restrictions and covenants which run with the land, including but not limited to the Permitted Encumbrances. Without limiting the foregoing, the Vendor shall not be responsible for rectification of any matters disclosed by any Governmental Authority.

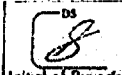

The provisions of this Section shall not merge on, but shall survive, Closing.

19. RIGHT TO ENTER

Upon acceptance of the Agreement, the Seller agrees to allow the Buyer, its agents, engineers, surveyors, consultants to enter upon the property at reasonable times and from time to time for the purposes of conducting environmental assessments, soil tests, surveys, checking elevations and conducting such other tests and examinations and/or performing such work as may be required by the Buyer, provided that the property shall forthwith be restored by the Buyer, at his sole expense, to the physical condition existing prior to such tests or examinations being made, and provided the Buyer provides the Seller with 48 hours prior notice.

20. EXISTING TENANTS & ESTOPPEL CERTIFICATES

The Buyer herein agrees to assume and take possession of the property subject to all the current tenancies in the said property on the date of closing. Any rental deposits (i.e. last month's deposit) held by the Landlord (Seller) and any prepaid monthly rents to the Landlord (Seller) shall be credited to the Buyer as an adjustment on closing. The Seller will provide estoppel certificates for each tenant up to Ten (10) business days prior to the Closing Date in the form acceptable to the Buyer executed by the tenants confirming among other things the basic terms of the lease and that the lease is in good standing. If an

 Initial of Buyer(s)	 Initial of Seller(s)
--	---

Page 5 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

estoppel certificate is not available, the Seller will execute a statutory declaration within the time period set out herein.

21. CONFIDENTIALITY

The Buyer and the Seller agree that the terms of this Agreement of Purchase and Sale shall remain in confidence and shall not be disclosed to any other party without the consent of the other party hereto.

22. RECEIVER'S CAPACITY

The Buyer acknowledges and agrees that in all matters pertaining to the sale, this Agreement, including in its execution, the Seller has acted and is acting solely in its capacity as receiver and manager of the property pursuant to an Order of the Ontario Superior Court of Justice dated November 17, 2020 and not in its personal, corporate, or any other capacity and the Seller and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

23. TERMINATION

This Agreement may be terminated at any time prior to Closing as follows:

- (a) immediately if Vesting Order is not granted by the Court by the Closing date, or such other date on which the parties may agree,
- (b) subject to any approvals required from the Court, if any, by mutual written consent of the Seller and the Buyer;
- (c) by notice from the Seller to the Buyer or from the Buyer to the Seller, following the issuance of an Order or any other action by a Governmental Authority to restrain, enjoin or otherwise prohibit the transfer of the property as contemplated hereby.

24. BUYER'S CONDITIONS/SELLER'S REPRESENTATIONS

[Handwritten initials: DS, S, R, P]

[Handwritten initials: DS, S, R, P]

~~This Agreement of Purchase and Sale shall be conditional for ten (10) calendar days (the "Conditional Period") from the date of mutual acceptance, upon the Buyer satisfying itself, in its sole, absolute and unfettered discretion, as to the following (the "Buyer's Conditions"):~~

- 1) ~~The Buyer is satisfied with the environmental condition of the Property.~~

~~If the Buyer has not advised the Seller in writing, on or before 5:00 p.m. on the expiry of the Conditional Period, that the Buyer's Conditions have been satisfied or waived, this Agreement shall be at an end, whereupon all deposits shall be forthwith returned to the Buyer, without deduction therefrom and with~~

[Handwritten initials: DS, S, R, P]

[Handwritten initials: S]
Initial of Buyer(s)

[Handwritten initials: R, P]
Initial of Seller(s)

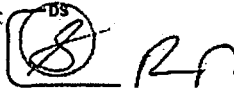
Page 6 of Schedule "A"

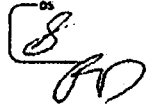
To be read with and form a part of this Agreement to Purchase and Sale between:

**SHARMA CAPITAL LIMITED WITH RIGHT TO ASSIGN (BUYER) AND
DODICK LANDAU INC. ACTING AS COURT APPOINTED RECEIVER AND MANAGER AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY (SELLER)**

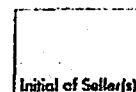
~~the interest accrued thereon, and the Buyer shall have no further obligation under this Agreement. The Buyer's Conditions are for the sole benefit of the Buyer and may be waived by the Buyer at its sole option on or before the expiry of the Conditional Period.~~

~~The Seller shall confirm that there are no beneficial owners, trust agreements, power of attorneys and other ownership agreements prior to closing.~~






Initial of Buyer(s)


Initial of Seller(s)



Amendment to Agreement of Purchase and Sale - Commercial



Form 570
for use in the Province of Ontario

BETWEEN: Sharma Capital Limited With Right To Assign
BUYER:
AND Dodick Landau Inc. Acting As Court Appointed Receiver And Manager And Not In Its Personal Or Corporate Capacity
SELLER:

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 5th day of MARCH, 2021
concerning the property known as 76 DENSLEY AVENUE, TORONTO
..... as more particularly described in the aforementioned Agreement.

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

DELETE:


PURCHASER: Sharma Capital Limited With Right To Assign

INSERT:

PURCHASER: Ashiana Capital Corporation

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 5:00 (a.m./p.m.)
(Seller/Buyer) X
on the 30 day of March, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

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

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
(Witness)
DocuSigned by: [Signature] 3/29/2021
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
(Witness)
[Signature] 3/29/2021
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

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

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 1:56 (a.m./p.m.) this 29th day of March, 2021.
[Signature] (Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

[Signature] 3/29/2021
(Seller) (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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

DocuSigned by: [Signature] 3/29/2021
(Buyer) (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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APPENDIX "C"

Superior Court of Justice, Family Court

(Name of court / Nom du tribunal)

at / au 50 Eagle Street West, Newmarket, Ontario L3Y 6B1

(Municipality / Municipalité)

**Endorsement Sheet /
Page d'inscription**

Date October 8, 2020	Applicant(s) / Requéran(t)e(s) : <u>Maria Zuccaro</u> <input type="checkbox"/> Present / Comparait
	Counsel / Avocat(e) : <u>R. Avery Zeidman (avery@zeidmanlaw.com)</u> <input type="checkbox"/> Present / Comparait <input type="checkbox"/> Duty Counsel / Avocat de service
	<p align="center"> Frank Zuccaro (R1) 863704 Ontario Limited (R2) Metropolitan Ice Cream Inc. (R3) Oraccuz Holding Ltd. (R4) Giuseppe Zucarro (R5) Vito Antonio Zuccaro (R6) </p>
	Respondent(s) / Intimé(e)(s) : <u>Filomena Zuccaro (R7)</u> <input type="checkbox"/> Present / Comparait <u>D. Foggia, agent for Frank Mendicino (fmendicino@cslp.ca), for R1, R2, R3, R4</u>
	Counsel / Avocat(e) : <u>R. Avery Zeidman for R5, R6, R7</u> <input type="checkbox"/> Present / Comparait <input type="checkbox"/> Duty Counsel / Avocat de service
	<input type="checkbox"/> Order to go in accordance with minutes of settlement or consent filed. / <i>Ordonnance conformément au procès-verbal de l'audience de transaction ou le consentement déposé.</i>

Overview

This is AW's NM dated Sept.25/20 for :

1. A declaration that R1, R2, R3 and R4 breached the orders dated March 11/20, June 29/20 and August 5/20;
2. Relief for any such breaches pursuant to Rules 1(8) and 1(8.1), including dismissal of R1's claims;
3. An order that R1's motion to change the March 11/20 order, scheduled for Dec.9/20, be dismissed;
4. In the alternative to the relief sought above, pursuant to s.101 of the CJA, or s.248(3)(b) of the OBCA, appointment of a receiver/manager in respect of R2, R3 and R4 and the Zuccaro Family Trust; and
5. Further to, or in the alternative to the relief set out in para. 4, oppression remedies pursuant to s.248(3) of the OBCA.

This matter was addressed today by way of Zoom conference. R1 sought an adjournment due to Mr. Mendicino having been called to trial, noting R1 has a motion scheduled for December 9/20 to change the March 11/20 order which is part of the foundation of A's motion. I denied this request. In this regard I note there is no evidence R1 has complied with my order of June 29/20, despite my having given him his requested amount of time to comply. He has been given sufficient time to respond and indeed he has filed an affidavit sworn Oct.2/20 in response to the motion. I am also concerned about prejudice to A's position with further delays.

Over AW's objections, and despite apparent failures to comply with orders of the court, I allowed counsel to make submissions on behalf of R1 and the corporate respondents, given the potentially serious consequences of the orders sought.

Background

The parties separated in or about Spring, 2019 after 50 years of marriage. They have 3 adult children, all of whom have been added as co-respondents by R1.

R1 is the sole owner of the shares in 863704 Ontario Limited (R2).

R2 owns a residential property, a commercial/industrial property and 10% of R3.
R3 is owned 90% by R4 and, as indicated, 10% by R2.

R4 is owned by R1.

AW alleges R1 withdrew \$317,000 from the parties' LOC prior to commencement of these proceedings. She says a further \$469,000 was "siphoned" from his corporations in the two years prior to separation.

On March 11/20 AW and R1 consented to an order that included the following terms :

1. R1 to pay SS of \$3,000/mo commencing March 15/20, pending return to court on July 8/20;
2. Parties to equally bear the mortgage, property tax and home insurance costs of the MH pending return to court;
3. R1 to deliver specified disclosure within 30 days, attached to an affidavit including an explanation of best efforts to comply and reasonable estimate of when outstanding disclosure would be provided;
4. R1 to pay interim disbursements of \$50,000 to AW within 30 days;
5. R1, R2, R3 and R4 were ordered not to dissipate assets except in the ordinary course of business, other than payments in respect of SS, MH carrying costs and interim disbursements. These respondents were to deliver monthly financial reports to evidence compliance with the non-dissipation order.

The pandemic then intervened. The July 8/20 date was vacated.

AW brought an urgent motion with leave on June 29/20. An order issued, including the following :

1. Within 30 days, R1 to bring himself into full compliance with his obligations under the March 11/20 order regarding SS, payments re the MH and interim disbursements;
2. R1 was permitted to incur debt to comply with para. 1;
3. Within 60 days, R1 to bring himself into compliance with his disclosure obligations under the March 11/20 order on a best efforts basis including an affidavit describing his efforts to comply and an explanation as to why compliance is not possible.
4. The SS, MH contributions, non-dissipation and interim disbursements obligations were continued.

On August 5/20 the court ordered on consent that :

1. R1 pay all carrying costs of the parties' cottage property;
2. R1 to provide proof of such payments having been made;
3. R1 to bring all delinquent cottage carrying costs up to date by July 22/20.

Breaches

AW alleges breaches as follows :

1. SS unpaid for August and September/20 contrary to the March and June orders above. \$6000 outstanding.
2. Home mortgage payments unpaid since prior to March, contrary to March and June orders. \$8346.41 outstanding.
3. Home property tax payments unpaid since prior to March, contrary to March and June orders. \$3251.11 outstanding.
4. Interim disbursements unpaid since deadlines of April 13 and July 29/20. \$50,000 outstanding.
5. Cottage property payments unpaid contrary to August order above. \$2404.15 outstanding.
6. Disclosure outstanding (per EX "xx301") contrary to March and June ordered deadlines of April 13 and August 29 respectively;
7. Financial reports outstanding. None provided contrary to March and June orders to prove non-dissipation of assets.

Total funds alleged outstanding amount to \$70,001.67 as of September 24/20.

In addition to the foregoing, AW alleges R3 has recently "stopped operating" and that R1 has "absconded" with all the inventory and equipment.

R1 deposes he has paid all the expenses for the cottage pursuant to the August order. On this contradictory evidence I cannot make the factual finding necessary to support AW's request in this regard.

R1 does not appear in his Oct.2/20 affidavit to assert that he is in compliance, in whole or in part, with the balance of his payment obligations as outlined above. In the absence of evidence to directly contradict AW's detailed allegations in this regard, I find R1 has breached his obligations to make the payments outlined immediately above in paras. 1 through 4.

As for R1's disclosure obligations, again he has not responded in a comprehensive way. He deposes : "I have delivered substantially all disclosure requested under my control and that I was able to obtain from other sources as set out in my June 23/20 affidavit."

After R1 swore his June 23/20 affidavit, a further order was imposed upon him, as set out above. He has not given any detailed evidence of his compliance, lack of compliance, or best efforts to comply. I find he is in breach of the March and June orders in respect of his disclosure obligations.

The March and June orders also imposed an obligation upon R1, R2, R3 and R4 to provide monthly financial reports to assist in monitoring compliance with the non-dissipation order. AW says she has received none. R1 offers little evidence in this regard. Apart from perhaps 1 letter from his lawyer which might qualify, I find these respondents have breached their ordered obligations in this regard.

As to the apparent shuttering of R3, R1 describes in his affidavit the downturn in his financial circumstances occasioned by the pandemic. He also ascribes responsibility to his three children, all of whom were earlier involved in the business. The March 11/20 order was made mere days before the pandemic triggered a shutdown of businesses across the country. The economic impact has been enormous and widespread. There may or may not be merit to R1's assertions that the pandemic interfered with his ability to continue his business successfully. On the incomplete and imperfect evidence available on this motion I am not prepared to find a violation of the non-dissipation order in this regard.

Also, as R1 says the inventory and equipment has not been dissipated but remains in storage, again breach of the non-dissipation order cannot be made out.

Remedy for Breaches

AW relies upon Rules 1(8) and 1 (8.1) of the Family Law Rules. I will not repeat the content of those rules here. Suffice to say that AW's requested relief (being dismissal of the respondents' claims unless breaches are rectified within 30 days, R1 is not entitled to any further order and the respondents are not entitled to disclosure until the breaches are rectified) all falls within the broad ambit of Rule 1(8).

In considering this issue, the court should follow a three-step process :

1. Determine whether a triggering event has taken place; that is, a failure to obey an order in a case or a related case;
2. Then, determine whether it is appropriate to exercise the court's discretion in favour of the non-complying party by not sanctioning that party under Rule 1(8). This discretion will only be granted in exceptional circumstances and ought to take into account all relevant history including the conduct of the non-complying party;
3. Should the court determine that it will not exercise its discretion in favour of the non-complying party it is left with a very broad discretion as to the appropriate remedy (see *Ferguson v. Charlton*, 2008 ONCJ (Ont.C.J.) at para.64).

I have found breaches of the orders as indicated above. Rule 1(8) is thus triggered (see *Hughes v. Hughes*, [2007] O.J. No. 1282 (Ont.S.C.J.) at para. 17). Step 1 above is satisfied.

Regarding Step 2, I consider the following :

1. R1 is in breach of both disclosure and payment orders.
2. Much of the outstanding disclosure is relevant to consideration of R1's income
3. R1 asserts he does not have the income necessary to satisfy the payment orders, but he has

not brought himself into compliance with his obligation to produce the required disclosure. By doing so, in effect he urges AW and the court to take him at his word. I decline to do so. Instead, I draw an inference that if R1 complied with his disclosure obligations, such disclosure would not support his contention that he has no resources from which to satisfy the payment orders.

4. Almost 9 months have passed since the March 11/20 order was made. The affected respondents have had ample time to bring themselves into compliance.
5. While the history of this litigation is largely unhelpful to R1, I am cognizant of his efforts to bring his motion to change the March 11/20 order earlier than Dec. 9/20, and even to have it heard together with this motion. Unfortunately, due to procedural restrictions, it was not possible to hear the motions together.
6. It is trite to observe, yet again, that the failure to provide disclosure is the most serious problem encountered in family law leading to increased costs and delays. It is also trite to observe, yet again, that orders of the court are not suggestions, and compliance is not optional.
7. None of the orders made was appealed. Each is presumed correct. Each was fashioned with R1's input, if not his consent.

Judicial response to a party's failure to respect the court process and court orders should be strong and decisive (see *Levely v. Levely*, 2013 ONSC 1026 (Ont.S.C.J.) at para. 13).

When I balance the foregoing considerations, I conclude that this is not a case where the parties in breach are entitled to avoid sanction from the court for their breaches.

This brings me to Step 3. It is clear that s.1(8) confers broad discretion upon the court to fashion the appropriate remedy.

Dismissal of the breaching respondents' pleadings is too severe in my view given the outstanding motion to change the March 11/20 order.

The circumstances described herein support the more measured approach of staying the breaching respondents' participation in these proceedings until they have brought themselves into compliance with their obligations. AW is entitled to no less. The repute of the administration of justice requires no less. It is my fervent hope that this order will provide the breaching respondents the motivation apparently needed to treat this proceeding and the orders made with an appropriate degree of respect and attention.

AW has asked for an order dismissing R1's motion scheduled for Dec. 9/20. I decline to do so. That motion will however be stayed until such time as full compliance with the orders is achieved.

Oppression Remedy and/or Receiver

Rule 26(4)(c) of the *Family Law Rules* permits the appointment of a receiver under s.101 of the CJA in enforcement of a non-payment order. Thus, such an order would relate solely to the orders for disclosure, non-dissipation of assets and production of financial reports.

Section 101 of the CJA permits appointment of a receiver, or receiver and manager, where it appears just or convenient to do so. The test is well-known and set out in *RJR-MacDonald Inc. V. Canada (Attorney General)*, [1994] 1 S.C.R. 311. The test requires :

1. A prima facie case demonstrating there is a serious issue to be tried, as opposed to a frivolous or vexatious action;
2. That the party will suffer irreparable harm or damage that cannot be either quantified or compensated for if the receiver-manager is not appointed; and,
3. That the balance of convenience favours the appointment of a receiver-manager.

I readily find that item 1 of the test above is met. There is nothing apparently frivolous or vexatious regarding AW's claims.

Regarding item 2 of the test above, AW says R1 took more than \$300,000 from the parties' joint LOC and almost \$500,000 from R3 prior to separation. While this may be, there would have been no apparent legal impediment to R1 doing so, subject to his obligation to account for the monies removed from R3 in tax filings. Further, any harm so occasioned would have arisen

before the valuation date and thus before her rights crystallized (subject to possible arguments in favour of unequal division of net family properties). AW says the parties' 3 children were wrongfully terminated from their roles at R3. There has been no finding to this effect, nor is one possible on the evidence before me. There has been no finding that R3's account has been depleted by "tens of thousands of dollars" since the non-dissipation order, keeping in mind that payments in the ordinary course of business were permitted. AW again references the shuttering of R3, and while the business appeared to be doing well in 2019, many businesses are struggling in the pandemic economy. R3's inventory and equipment, according to R1, is intact in storage.

What does concern me regarding item 2 is the potential for harm done with the absence of ordered disclosure from the breaching respondents. Without the monthly financial reports, AW is unable to monitor compliance with the non-dissipation order. R1 has demonstrated a readiness to take dramatic steps regarding operation of R3 at least, without reporting to AW, contrary to the March and June orders. This conduct satisfies me that item 2 of the test is met.

As for item 3 of the test, I am satisfied that the balance of convenience favours the appointment of a receiver-manager. Given the conduct of the breaching respondents, I conclude this may be the only mechanism to ensure compliance with the court's orders. The only possible prejudice to the breaching respondents is the cost, but such is triggered by their own failure to comply.

Given my conclusion regarding an order under s.101 CJA via rule 26(4)(c), the requested order under s.248(3) OBCA is not required.

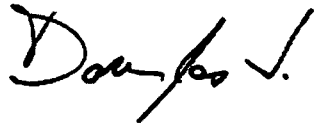
Conclusion

For the foregoing reasons,

ORDERS TO GO:

1. R1 is found to have breached the orders of March 11/20 and June 29/20 in respect of his failure to pay SS, mortgage, property tax, and interim disbursements as ordered.
2. R1 is found to have breached the orders of March 11/20 and June 29/20 in respect of his failure to provide disclosure as ordered.
3. R1, R2, R3 and R4 are found to have breached the orders of March 11/20 and June 29/20 in respect of their failure to provide monthly financial reports.
4. On a temporary basis, any claims of R1, R2, R3 and R4 are stayed pending full compliance by these respondents with their obligations under the orders of March 11/20 and June 29/20. Until full compliance by these respondents with their obligations under the March 11 and June 29/20 orders, these respondents shall not be entitled to bring motions except a motion to determine whether the stay should be lifted.
5. A receiver/manager shall be forthwith appointed to ensure compliance by R1, R2, R3 and R4 with their obligations regarding non-dissipation and production of financial reports as ordered March 11 and June 29/20. If the parties are unable to agree they shall submit their respective nominees to me by way of 14B and I will then decide. R1, R2, R3 and R4 shall be jointly and severally responsible for the cost of the receiver/manager. The receiver/manager's services may be terminated by agreement in writing or further order of the court.
6. Balance of AW's motion is dismissed.
7. If unable to agree on costs, written submissions may be provided through my assistant at Barrie (limited to 3 pages, excluding offers and bills of costs) as follows :
 - a. AW by October 23/20
 - b. R1, R2, R3 and R4 by November 6/20
 - c. AW in reply by November 13/20.

8. This order is operative and enforceable upon release of this endorsement ⁵⁶ under my electronic signature without any need for a signed or entered formal typed order. Approval is dispensed with. The parties shall submit a formal order for signing and entry upon resumption of regular court services.

A handwritten signature in black ink, appearing to read "Douglas J.", with a checkmark-like flourish at the end.

Mr. Justice P. A. Douglas

APPENDIX "D"

FOR SALE
76 DENSLEY AVENUE
TORONTO, ONTARIO



INDUSTRIAL INVESTOR/USER OPPORTUNITY

25,000 SQ. FT. MULTI-TENANT INDUSTRIAL BUILDING



**MULTI-TENANT
INDUSTRIAL BUILDING**



**THREE STREET FRONTAGES:
EXCELLENT ACCESS & VISIBILITY**



**BUILT-IN FREEZER AND COOLER
SPACE AVAILABLE**



**SOUGHT-AFTER LOCATION:
KEELE/LAWRENCE**

Pat Viele*
Executive Vice President
+1 416 495 6258
pat.viele@cbre.com

*Sales Representative, **Broker

Frank Protomanni**
Senior Vice President
+1 416 495 6299
frank.protomanni@cbre.com

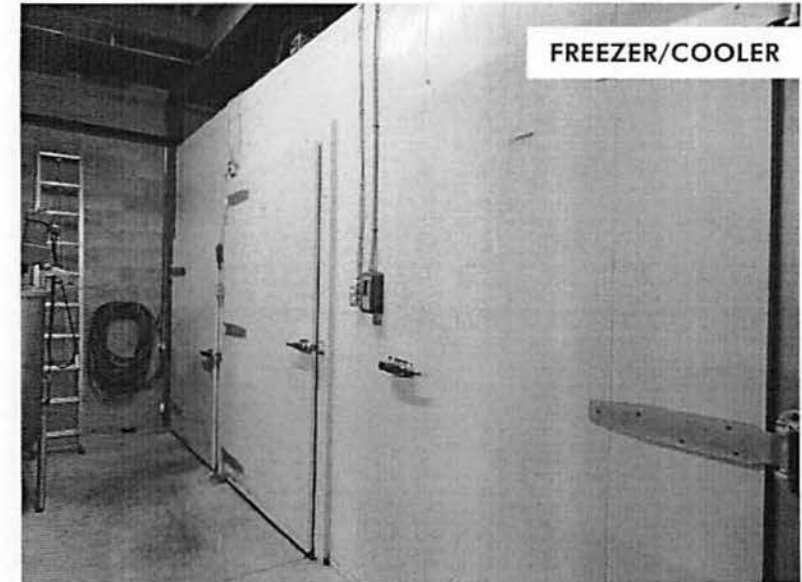
Allison Gilks
Sales Representative
+1 416 495 6310
allison.gilks@cbre.com

Alex Protomanni*
Sales Associate
+1 416 495 6284
alex.protomanni@cbre.com

PROPERTY DETAILS

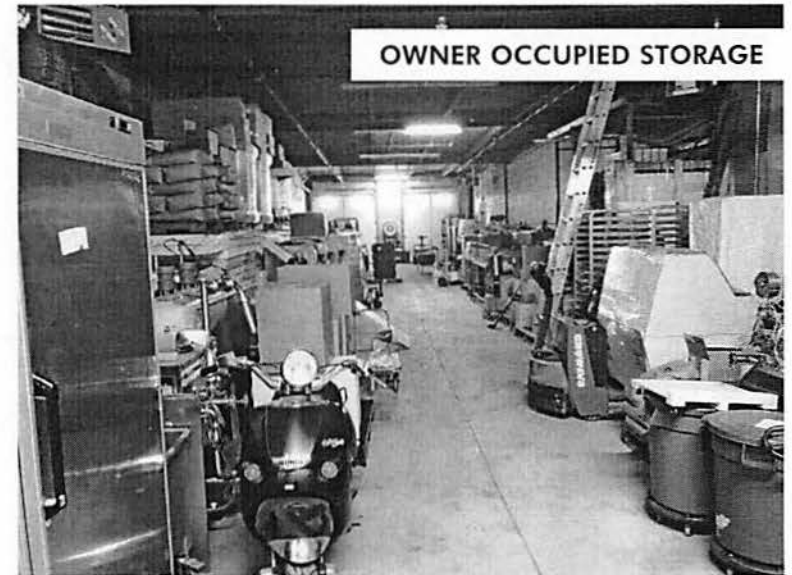
Address	76 Densley Avenue, North York, ON
Location	Keele Street / Lawrence Avenue West
Lot Size	40,117 sq. ft. (0.921 ac.)
Lot Dimensions	200 ft. x 209 ft. (approx.)
Total Building Size	25,000 sq. ft.
Unit Breakdown	Unit 1: (District Ventures Kitchen) 20,788 sq. ft. Unit 2: (The Arepa Republic) 756 sq. ft. Unit 3: (Cucina Mauro) 600 sq. ft. Unit 4: (Owner Occupied) 2,856 sq. ft.
Net Operating Income (NOI)	\$209,222 (estimated & adjusted as of Apr. 2021)
Zoning	E1.0 & M2
Official Plan Designation	Employment Areas & Core Employment
Age Built	1954 + later additions
Power	800 amps / 575 volts
Clear Height	12 ft.
Sprinklers	Yes
Shipping	2 drive in doors 2 double man doors 3 truck level doors
Asking Price	\$5,500,000 (\$220 per sq. ft.)
Property Taxes	\$81,411.38 (annual 2020)
Legal Description	LT 4 PL 4325 NORTH YORK; TORONTO (N YORK) , CITY OF TORONTO
Environmental Status	Assume clean – Phase I & II completed

All information to be confirmed by Buyer



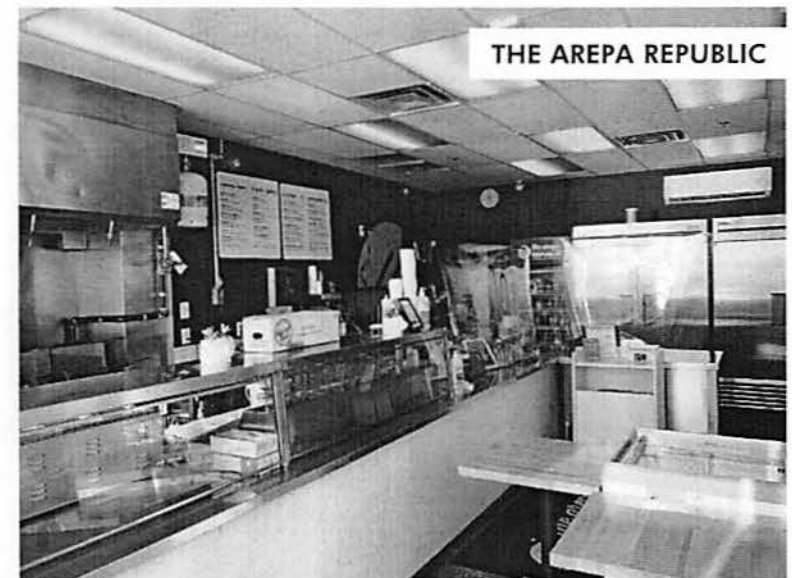
TENANT PROFILE

TENANT	UNIT SIZE	LEASE RATE	LEASE EXPIRY
District Ventures Kitchen	20,788 sq. ft.	\$6.75 per sq. ft. net/year	Mar. 31, 2025 (2 x 5-year ext.)
The Arepa Republic	756 sq. ft.	\$1,600 net/month	Jan. 14, 2023 (1 x 5-year ext.)
Cucina Mauro	600 sq. ft.	\$2,000 gross/month	Jan. 14, 2022 (1 x 2-year ext.)
Owner-Occupied	2,856 sq. ft.	-	Vacant



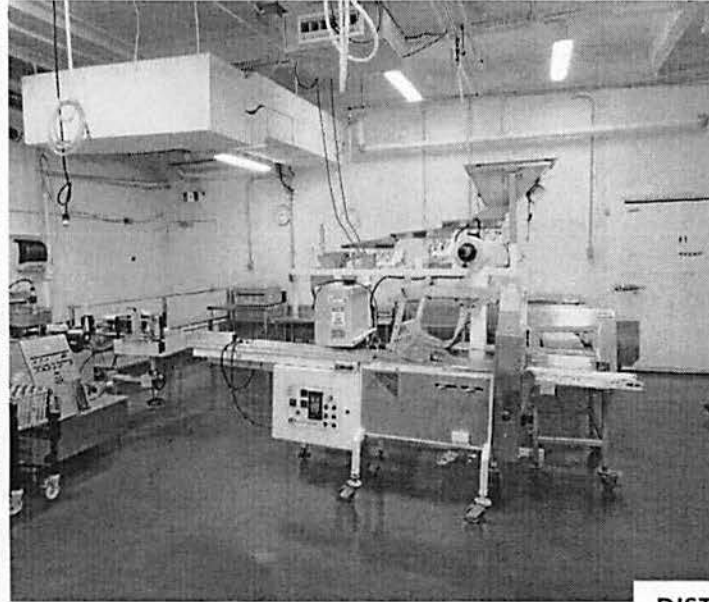
DOCUMENTATION

- Phase I Environmental; S2S Environmental (Dec. 24, 2020)
- Phase II Environmental; G2S Environmental (Sept. 21, 2019)
- Physical Building Condition Assessment; RJC Engineers (Jan. 26, 2021)
- Floor Plan
- Detailed Rent Roll
- Leases



INTERIOR PHOTOS

OWNER OCCUPIED STORAGE



DISTRICT VENTURES KITCHEN

AMBIENCE STORAGE



FOR SALE
76 DENSLEY AVENUE
TORONTO, ONTARIO



MULTI-TENANT INDUSTRIAL INVESTOR/USER OPPORTUNITY

CBRE LIMITED | 2005 Sheppard Avenue East, Suite 800 | Toronto, ON | M2J 5B4 | www.cbre.ca

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FOR SALE | 76 DENSLEY AVENUE



APPENDIX "E"



Date April 28, 2021

Lawyer: Rahn Dodick

Mortgage No.: 339978
 Mortgageor: 863704 Ontario Ltd
 Co-Applicant: Francesco Zucarro
 Secured Property: 76 Densley Ave, Toronto ON
 Mailing Address: 26 Milford Ave, Toronto ON
 Maturity Date: January 5, 2022
 Property Type: BES
 Fire Insurance Required: Yes
 Conventional/Insured: Conventional
 Tax Component: Yes

Statement Purpose	Type
Payout Statement for Information Purposes	Mortgage

Mortgage Interest Rate	5.89%
-------------------------------	--------------

Principal Balance as at April 5, 2021	\$	1,635,178.82
Accrued Interest at 5.89% from April 5, 2021 to April 28, 2021	\$	6,079.84
Late Payment Interest	\$	-
Pre-payment Charge	\$	60,604.57
Returned Payment Fees	\$	-
Insurance Administration Fees	\$	600.00
Credit on Account (If Applicable)	\$	-
Property Management Fees (If Applicable)	\$	-
Property Management Holdback (Please obtain holdback from Property Manager on file)	\$	-
Tax Account Balance	\$	(11,272.46)
Statement Fee	\$	100.00
Annual Account Maintenance Fees	\$	-
Discharge Administration Fee	\$	395.00

TOTAL	\$	1,691,685.77
--------------	-----------	---------------------

Per Diem on Principal Balance: \$ 263.90

*Plus any and all legal fees incurred

Sincerely,
 Michael A.
 Equitable Bank

E. & O.E.

APPENDIX "F"

**Dodick Landau Inc. in its capacity as Court-appointed Receiver of Frank Zuccaro,
863704 Ontario Limited, Metropolitan Ice Cream Inc and Oraccuz Holding Inc.**

Loan Payout Statement as at June 11, 2021

3815 King Road, King City, ON

207 Saint Francis Avenue, Woodbridge, ON

11547 County Road 10, Clearview, ON

76 Densley Avenue, Toronto, ON

Please be advised that the balance outstanding under the above mentioned loan is as follows:

	Total
Principal Balance as at June 11, 2021	\$ 260,000.00
Interest - May 1 - 31, 2021	\$ 1,939.17
Interest - June 1 - 11, 2021	\$ 701.29
Interest in Lieu of Notice (waived - notice provided May 6, 2021)	\$ -
Wire Fee	\$ 90.00
Lender Legal Fees	\$ 2,294.35
Loan Discharge and Administration Fee (4 properties)	\$ 600.00
Total Owing - payable in certified funds **	\$ 265,624.80
Per diem interest - Hillmount Capital Inc.	\$ 63.75

**** Certified funds required**

This Payout Statement is valid until June 11, 2021.

Daily interest is due to and including day of receipt of funds by this office.

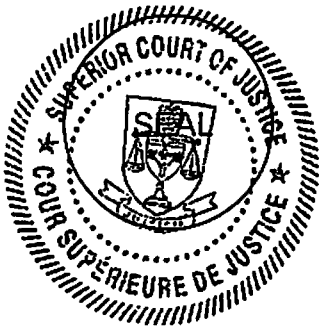
If funds are not received before 12:00 noon they MUST include per diem to the next business day.

FRIDAY DEADLINE: If not received before 12:00 noon MUST include per diem to the next business day.

DATED: May 11, 2021

E. & O..E.

APPENDIX "G"



ONTARIO

68
Court File Number
FC-19-0058934-0000

Superior Court of Justice

(Name of Court)

at **50 Eagle Street West, Newmarket, Ontario, L3Y 6B1**

(Court office address)

Form 25: Order (General)

Temporary
 Final

Applicant(s)

(Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).)

Maria Zuccaro
c/o Lawyer

Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).

R. Avery Zeidman
Avery Zeidman Professional Corporation
Barristers & Solicitors
565 Edgeley Blvd.
Concord, Ontario L4K 4G4
Tel: 905-669-7577 ext. 222
Fax: 905-669-5525

Respondent(s)

(Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).)

Frank Zuccaro
c/o lawyer

Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).

Frank A. Mendicino
Capo Sgro LLP
Barrister(s) and Solicitor(s)
7050 Weston Road, Suite 400
Woodbridge, Ontario L4L 8G7
Tel: 905-850-7000
Fax: 905-850-7050

Co-Respondents (c/o lawyer)

863704 Ontario Limited

Metropolitan Ice Cream Inc.

Oraccuz Holding Ltd.

Added Respondents (c/o Mr. Zeidman)

Giuseppe Zuccaro

Vito Antonio Zuccaro

Filomena Zuccaro

R. Avery Zeidman
Avery Zeidman Professional Corporation
Barristers & Solicitors
565 Edgeley Blvd.
Concord, Ontario L4K 4G4
Tel: 905-669-7577 ext. 222
Fax: 905-669-5525
avery@zeidmanlaw.com

The Honourable
Justice Douglas

Judge (Print or type name)

March 11, 2020

Date of order

Local Registrar
Greffier Local
Superior Court of Justice
Cour supérieure de justice

CERTIFIED A TRUE COPY
COPIE AUTHENTIQUE CERTIFIEE
M. MORTZMAN

The court heard a motion made by (name of person or persons)

Maria Zuccaro

The following persons were in court (names of parties and lawyers in court)

The applicant and added respondents represented by **R. Avery Zeidman**

The respondent and co-respondents represented by **Frank A. Mendicino**

The court received evidence and heard submissions on behalf of (name or names)

R. Avery Zeidman, on behalf of the Applicant

Frank A. Mendicino, on behalf of the Respondent and Co-Respondents

THIS COURT ORDERS ON A WITHOUT PREJUDICE BASIS THAT:

1. Commencing March 15, 2020, the Respondent Husband shall pay spousal support to the Applicant Wife in the amount of \$3,000.00 a month pending return of this matter to court.
2. Commencing immediately, the parties shall equally bear the mortgage, property tax and home insurance costs of the matrimonial home pending return of this matter to court.
3. Commencing immediately, the Applicant Wife shall be entitled to continue to reside in the matrimonial home at 207 St. Francis Avenue, Woodbridge, Ontario, without attendance by the Respondent Husband except upon the Applicant Wife's written consent or Court Order.
4. The Respondent shall deliver to the Applicant at his sole expense the outstanding disclosure outlined in Schedule "A" attached to the Applicant's Notice of Motion and attached hereto within 30 days attached to an affidavit as exhibits, or swear therein an explanation of best efforts taken to do so and a reasonable estimate of when the disclosure will be delivered.
5. The Respondent shall pay to the Applicant interim disbursements in the amount of \$50,000.00.
6. Certificates of Pending Litigation shall be issued against the lands and premises known municipally as:
 - a. 3815 King Road, King City, Ontario and legally described as PT LOT LT 5, CON 6, KING, PT RDAL BTN LTS 5 & 6 CON 6 KING AS IN R586423; KING (hereinafter the "King Property");
 - b. 76 Densley Avenue, Toronto, Ontario and legally described as LT 4 PL 4325 NORTH YORK; TORONTO (N YORK), CITY OF TORONTO (hereinafter the "Densley Property")'
7. The Respondent and Co-Respondent corporations shall not dissipate any of their assets, owned directly or indirectly, save and except in the ordinary course of business, other than the payment in respect of spousal support, Matrimonial Home carrying costs and interim disbursements. The Respondent and Co-Respondent corporations shall deliver to the Applicant or her lawyer financial reports and any other reasonable disclosure monthly on the first of each month while such non-dissipation order is in effect to evidence their compliance therewith.
8. Costs of today reserved.
9. All terms herein shall expire upon return of this matter to court unless renewed (except paragraph 5 re interim disbursements).
10. The Order for interim disbursements shall be accounted for in resolution of the issue of equalization, or as the parties otherwise agree.
11. The interim Disbursement shall be paid within 30 days.
12. Motion adjourned to July 8, 2020 at 9:30 a.m. before me, peremptory upon Respondent Husband. One Hour.
13. A Support Deduction Order shall issue.
14. Unless the Support Order and Support Deduction Order is withdrawn from the Office of the Director of the Family Responsibility Office, it shall be enforced by the Director, and amounts owing under the Support Order shall be paid to the Director, who shall pay them to the party to whom they are owed.

- 15. If the parties agree to opt out of the Family Responsibility Office at any time, they are both required to file with the Office of the Director of the Family Responsibility Office a separate written request consenting to the withdrawal of the Support Order and the Support Deduction Order.
- 16. All payments are to be made payable to the Family Responsibility Office, Ministry of Community and Social Services, P.O. Box 2204, Station "P", Toronto, Ontario, M5S 3E9.
- 17. This Order bear post-judgment interest at the rate of 3% per annum effective from the date of this Order. Where there is a default in payment, the payment in default shall bear interest only from the date of default.

Put a line through any blank space left on this page.

August 14, 2020

~~March 11, 2020~~

Date of signature

M. Wortzman

Signature of judge or clerk of the court

M. WORTZMAN

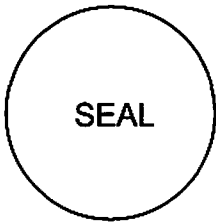
*Schedule "A" to Notice of Motion
Zuccaro v. Zuccaro*

1. **Tax Returns and NOAs.** Income tax returns with all source documents and documents attached therewith, including but not limited to all T4 forms from all employers, T5 forms, T3 slips, RRSP contributions forms, receipts for donations, and all schedules for three years prior to separation and onwards, and all notices of assessment and/or reassessment for the same years (save and except for notices of assessment for 2016 through 2017 which were provided and save and except for the income tax returns for those same years which were provided but without the attachments we now request].
2. **Compensation.**
 - a. Three most recent paystubs and year-end paystubs for three years prior to separation and onwards
 - b. Because you allege you became unemployed in 2017:
 - i. a complete copy of your Record of Employment, or other evidence of termination, and
 - ii. a statement of any benefits or income you are still entitled to receive from your former employer despite or as a result of the termination.
 - c. An income assessment by a certified business valuator and/or forensic accountant of your income for the three years prior to separation and onwards together with an accounting for personal benefits and/or expenses for you incurred in such corporations during those times;
 - d. A tracing of all monies taken by you or any entity under your control from any corporation beneficially owned by you, including but not limited to those named as respondents in this proceeding
3. All documents required by Family Law Rule 13(3.3)
4. **Assets and Debts Statements:**
 - a. **Assets.** All statements, transactions records, and cancelled cheques for any financial institution accounts of yours and any of your corporations from three years prior to date of separation and onwards in which you are a title holder or a beneficial owner, whether solely, jointly or otherwise.
 - b. **Credit.** All credit card, loan account, and mortgage statements and transactions records from three years prior to date of separation and onwards for any accounts in which you are a title holder or a beneficial owner, whether solely or jointly
5. **Corporations & Trusts.** Income Tax returns and attachments, NOAs, tax slips, and tax source documents for each corporation and trust in which you have or had an interest for three years prior to separation and onwards, and all notices of assessment and/or reassessment for the same years. Also the following for each entity:
 - i. Complete financial statements for three years prior to separation and onwards, with an ongoing disclosure requirement to provide ensuing year's documents as soon as available up until trial.

*Schedule "A" to Notice of Motion
Zuccaro v. Zuccaro*

- ii. All statements for any financial institution accounts from three years prior to date of separation and onwards.
 - iii. Copy of the corporation's minute book.
 - iv. Valuation of the businesses and trusts and your interest therein
6. **Financial Statement.** Full and complete financial disclosure by you and an accurate accounting of all income and property by an updated sworn financial statement in which you had an interest, direct or indirect, as of the date of marriage, the date of separation, and the current date; and an accurate documentary accounting (i.e. source documents, including without limitation valuations) of all income, property and debt identified in your financial statement, including without limitation the following:
- a. copies of all documents related to your contributions to the matrimonial home, and/or your spouse since separation;
 - b. copies of your life insurance policies including substantiation of the face value amount and any cash surrender value amounts;
 - c. an accounting with respect to all property the party you removed from the matrimonial home after separation;
 - d. appraisals or valuations of any real estate (owned by you or your corporations) or other assets by certified experts together with experts' reports;
 - e. documentary proof of all date of marriage, date of separation and current date values for all assets and debts in your financial statement or that should be included in your financial statement;
7. Copies of any and all credit card and/or loan applications completed and/or submitted by you, solely or otherwise, from one year prior to separation and onwards
8. Copies of a current and unredacted Equifax report
9. Documentary proof, value, and a tracing of funds with respect to excluded property in which you claim under Part 7 of your Financial Statement.
10. Copies of all pages of current Passport.
11. Any further disclosure that is necessary or advisable pending review of disclosure received or to be received from you in this matter.

APPENDIX "H"



ONTARIO
Superior Court of Justice
(Name of Court)

Court File Number
FC-19-0058934-0000

at 50 Eagle Street West, Newmarket, Ontario, L3Y 6B1
(Court office address)

Form 25: Order (General)
 Temporary
 Final

Applicant(s)

<i>(Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).)</i> Maria Zuccaro c/o Lawyer	<i>Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).</i> R. Avery Zeidman Avery Zeidman Professional Corporation Barristers & Solicitors 565 Edgeley Blvd. Concord, Ontario L4K 4G4 Tel: 905-669-7577 ext. 222 Fax: 905-669-5525
--	---

The Honourable
Justice A. Himel
Judge (Print or type name)
August 5, 2020
Date of order

Respondent(s)

<i>Full legal name & address for service: street, number, municipality, postal code telephone & fax numbers & e-mail address (if any).</i> Frank Zuccaro c/o lawyer <u>Co-Respondents (c/o lawyer)</u> 863704 Ontario Limited Metropolitan Ice Cream Inc. Oraccuz Holding Ltd. <u>Added Respondents (c/o Mr. Zeidman)</u> Giuseppe Zuccaro Vito Antonio Zuccaro Filomena Zuccaro	<i>Lawyer's name & address: street, number, municipality, postal code, telephone & fax numbers & e-mail address (if any).</i> Frank A. Mendicino Capo Sgro LLP Barrister(s) and Solicitor(s) 7050 Weston Road, Suite 400 Woodbridge, Ontario L4L 8G7 Tel: 905-850-7000 Fax: 905-850-7050 R. Avery Zeidman Avery Zeidman Professional Corporation Barristers & Solicitors 565 Edgeley Blvd. Concord, Ontario L4K 4G4 Tel: 905-669-7577 ext. 222 Fax: 905-669-5525 avery@zeidmanlaw.com
---	--

~~The court heard a motion made by (name of person or persons)~~

The following persons were in court (names of parties and lawyers in court)
N/A

The court received evidence and heard submissions on behalf of the Applicant and Respondent.

ON CONSENT, THIS COURT ORDERS THAT:

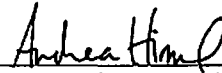
- On a without prejudice basis, the Respondent Husband shall pay all carrying expenses related to the parties' property at 11547 County Road 10, Clearview, Ontario (the "Cottage Property"), including without limitation utilities, property taxes, mortgage payments (if any), and insurance.

2. The Respondent Husband shall deliver through counsel proof of all payments for the Cottage Property made as required hereunder forthwith upon making such payments.
3. On a without prejudice basis, by July 29, 2020, the Respondent Husband shall make all payments on the Cottage Property necessary to bring carrying expense accounts up-to-date and current, including without limitation utilities, property taxes, mortgage payments (if any), and insurance.
4. Costs of the June 29, 2020 urgent Motion are reserved and shall be dealt with upon the parties or this Honourable Court addressing costs of the March 11, 2020 Motion.
5. This order bears post-judgement interest at a rate of 3.0% per annum effective from the date of this Order. Where there is a default in payment, the payment in default shall bear post-judgement interest only from the date of default.

Put a line through any blank space left on this page.

August 5, 2020

Date of signature



Signature of judge or clerk of the court

APPENDIX "I"

Frank Zuccaro, 863704 Ontario Limited Metropolitan Ice Cream Inc. and Oraccruz Holdings Ltd.

Summary of Amounts Ordered to be paid to Maria Zuccaro

Notes:

1) On March 11, 2020 an order was granted requiring, among other things, Frank Zuccaro to: (i) pay spousal support to Maria Zuccaro in the amount of \$3,000 per month beginning on March 15, 2020 and on the 15th of each month thereafter; (ii) equally bear the matrimonial home carrying costs of the mortgage, property taxes and home insurance; and (iii) an interim disbursement payment of \$50,000; which each of the foregoing payment amounts bearing post-judgement interest at the rate of 3% per annum.

2) On August 5, 2020, an order was granted requiring Frank Zuccaro to commence paying all carrying costs related to the Cottage Property which also ordered post judgement interest at a rate of 3% per annum.

3) Legal counsel of Maria Zuccaro reported to the court that Mr. Zuccaro was in breach of the March and August Orders as at September 24, 2020 as detailed above.

4) On November 16, 2020, an order was granted requiring Frank Zuccaro to pay Maria Zuccaro the sum of \$24,000 costs in relation to the court appearances of March 11, 2020, June 29, 2020 and October 8, 2020, bearing post-judgement interest at a rate of 2% per annum.

<u>Nature of Payment</u>	<u>Notes</u>	<u>Outstanding Amounts</u>	<u>Interest to Sept. 24/20</u>	<u>Subtotal</u>	<u>Interest from Sept. 24/20 to May 24/21</u>	<u>Total</u>
Spousal Support for August and September 2020	1	6,000.00	12.08	6,012.08	119.58	6,131.66
Unpaid mortgage payments on the Matrimonial Home since prior to March 2020	1	8,346.41	135.14	8,481.55	168.70	8,650.25
Unpaid property tax payments (since prior to March 2020 to September 2020)	1	3,251.11	52.64	3,303.75	65.71	3,369.46
Interim Disbursement	1	50,000.00	809.59	50,809.59	1,010.62	51,820.21
Cottage property payments	2	2,404.15	38.93	2,443.08	48.59	2,491.67
Costs Award of November 16, 2020		24,000.00	-	24,000.00	207.78	24,207.78
Total Unpaid Spousal Payments with accrued interest to May 24, 2021	1, 3	\$ 94,001.67	\$ 1,048.38	\$ 95,050.05	\$ 1,620.98	\$ 96,671.03

APPENDIX "J"

**In the matter of the receivership of
863704 Ontario Limited
of the City of Toronto
in the Province of Ontario**

For the Period of November 17, 2020 to May 6, 2021

RECEIPTS

1. Receipts

Loan from Hilmount Capital	<u>260,028.25</u>	260,028.25
----------------------------	-------------------	------------

2. Miscellaneous

HST collected	19,698.24	
HST recovered	4,461.02	
Rental Income	<u>151,524.79</u>	<u>175,684.05</u>

TOTAL RECEIPTS

435,712.30

DISBURSEMENTS

3. HST on Ascend License Fee	143.00	
Ascend Licensing Fee	<u>1,100.00</u>	1,243.00

4. Receiver's fees and costs	139,622.05	
HST charged on Receiver's remuneration	<u>16,481.22</u>	156,103.27

5. HST paid on disbursements exclusive of fees	725.73	
HST on administrative disbursement	<u>3,864.77</u>	4,590.50

6 Miscellaneous:

Mileage	242.84	
Transfer to Other Trust Account	17.50	
Environmental Site Assessment	3,250.00	
Bank charges	216.44	
Appraisal fees	12,732.50	
Courier and Postage	96.09	
Change of locks	541.80	
Utilities	948.81	
Redirection of mail	2,650.94	
Repairs & maintenance	17,897.00	
Financing costs	3,250.00	
Automobile Expenses	76.00	
HST on legal fees	4,111.01	
Insurance - Direct Loss & Liability	11,350.11	

Insurance - Vehicles	198.00	
Interest for November 25 to 30, 2020	161.84	
Interest Paid	55,532.49	
Legal Disbursements	736.10	
Origination Fee	5,200.00	
Planning, Development, Overview	525.00	
Professional Fees: Legal Counsel	30,895.00	
Property Tax	45,812.95	
Repayment of Mortgage	12,894.31	
Search Charges	710.10	
Wire fee	<u>90.00</u>	<u>210,136.83</u>

TOTAL DISBURSEMENTS

372,073.60

TOTAL RECEIPTS OVER DISBURSEMENTS

63,638.70

APPENDIX "K"

TAB A

Court File No. CV-21-00661928-00CL

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

BETWEEN:

DODICK LANDAU INC.

Applicant

and

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC.
AND ORACCUZ HOLDING LTD.

Respondents

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)
AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990**

AFFIDAVIT OF RAHN DODICK

I, **Rahn Dodick**, of the City of Toronto, in the Province of Ontario, HEREBY AFFIRM:

1. I am the president of Dodick Landau Inc., the Receiver and Applicant in the within proceedings and, as such have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Order of the Honourable Mr. Justice P.A. Douglas dated November 17, 2020, (the "Receivership Order") Dodick Landau Inc. was appointed as Receiver (the "Receiver") of the assets, undertakings and property of the Respondents.
3. The details of the Receiver's Activities are set out in the Receiver's First Report to the Court.

4. For the period October 28, 2020 to May 5, 2021 the Receiver's accounts amount to \$139,622.05 in fees, plus disbursements of \$8,031.63 and \$19,194,.98 of HST for a total amount of \$166,748.65. A copy of the accounts rendered in these proceedings by the Receiver in respect of such period, together with a summary of the personnel, hours and hourly rates of the Receiver during the same period are attached as Exhibit "A" to this my Affidavit.

5. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the greater Toronto area for the provision of similar services.

6. I verily believe that the Receiver's accounts are fair and reasonable in the circumstances.

7. I make this Affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN REMOTELY by Rahn Dodick
stated as being in the City of Toronto in the
Province of Ontario, before me in the City of
Toronto in the Province of Ontario on this
18th day of May 2021, in accordance with O.
Reg 431/20, Administering Oath or
Declaration Remotely



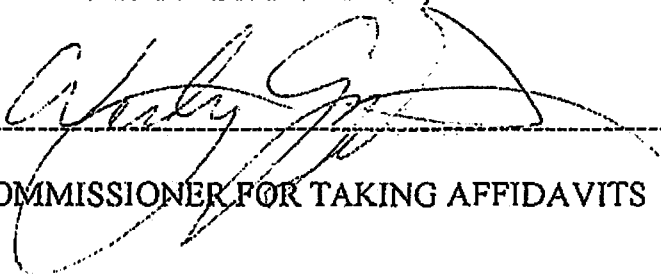
Commissioner for Taking Affidavits



RAHN DODICK

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF RAHN DODICK, SWORN BEFORE ME,

THIS 18th DAY OF MAY, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS

Summary of Timekeeper		
Professional		Hourly Rate
Rahn Dodick	Proposal Trustee	\$395.00
Naomi Lieberman	Senior Manager	\$295.00
Josh Pearson	Estate Administrator	\$195.00
Brenda McKnight	Estate Administrator	\$195.00

Billing Summary	
October 28, 2020 – May 5, 2021	
Total Hours for Rahn Dodick:	150.21
Total Professional Fees for Rahn Dodick:	\$59,332.95
Total Hours for Naomi Lieberman:	133.69
Total Fees for Naomi Lieberman:	\$39,438.55
Total Hours for Josh Pearson:	102.14
Total Fees for Josh Pearson:	\$19,917.30

Total Hours for Brenda McKnight:	106.85
Total Fees for Brenda McKnight:	\$20,835.75
Total Hours for Talya Psek:	0.5
Total Fees for Talya Psek:	\$97.50
Total Hours:	493.39
Average Hourly Rate:	\$282.98
Total Professional Fees	\$139,622.05
Disbursements	\$8,031.63
Subtotal	\$147,553.68
HST	\$19,194.98
TOTAL	\$166,748.65

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No.

CV-21-00661928-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS
AMENDED AND RULES 14.05(2) AND (3)(g) AND 41 OF THE
RULES OF CIVIL PROCEDURE. R.R.O. 1990

Proceeding commenced at Toronto

AFFIDAVIT OF RAHN DODICK

GARFINKLE BIDERMAN LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario, M5C 2V9

Wendy Greenspoon-Soer LSUC#: 34698L
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicant,
DODICK LANDAU INC.

File Number: 12574-001

DODICK LANDAU

Invoice # 10047
Receivership - Court Appointment
Issued Date: 12/03/2020

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
10/28/2020	Receivership - Court Appointed: Metropolitan Ice Cream: Call with Avery Zeidman. Review information received from Mr. Zeidman. Prepare email to Mr. Zeidman.	RD	\$395.00	1.50	\$592.50
11/02/2020	Receivership - Court Appointed: Zuccaro Matter: Reviewed draft appointment order. Email exchange with Wendy G. re: conflicts.	RD	\$395.00	0.80	\$316.00
11/02/2020	Receivership - Court Appointed: Zuccaro: Review material provided by applicant's legal counsel. Respond to applicant with comments and questions. Email exchange with legal counsel.	RD	\$395.00	2.23	\$880.85
11/03/2020	Receivership - Court Appointed: Zuccaro: Review email from applicant and attachments and respond.	RD	\$395.00	2.00	\$790.00
11/04/2020	Receivership - Court Appointed: Zuccaro: Review two versions of amended appointment order and provide comments to Mr. Zeidman. Review past orders. Email to legal counsel.	RD	\$395.00	1.20	\$474.00
11/04/2020	Receivership - Court Appointed: Zuccaro: Calls with prospective lender to the Receiver. Provide info to lender. Email to applicant's legal counsel.	RD	\$395.00	0.80	\$316.00

11/05/2020	Receivership - Court Appointed: Zuccaro: Review applicant legal counsel's email. Review Receiver's legal counsel's email and call with her. Respond to applicant' legal counsel's email.	RD	\$395.00	1.00	\$395.00
11/06/2020	Receivership - Court Appointed: Zuccaro: Call with Mr. Zeidman.	RD	\$395.00	0.30	\$118.50
11/09/2020	Receivership - Court Appointed: Zuccaro: Review amendments made by legal counsel. Email exchanges with legal counsel.	RD	\$395.00	0.30	\$118.50
11/10/2020	Receivership - Court Appointed: Zuccaro: Review final served receivership motion material incl. affidavit.	RD	\$395.00	0.36	\$142.20
11/12/2020	Receivership - Court Appointed: Zuccaro: Email to lender re: what would be required to lend.	RD	\$395.00	0.19	\$75.05
11/12/2020	Receivership - Court Appointed: Zuccaro: Email exchange with legal counsel.	RD	\$395.00	0.19	\$75.05
11/17/2020	Receivership - Court Appointed: Zuccaro: Planning receivership. Calls with Hillmount capital, Naomi Lieberman and Josh Pearson. Email exchanges with applicant and receiver's counsel. Review insurance requirements.	RD	\$395.00	2.15	\$849.25
11/17/2020	Receivership - Court Appointed: preliminary call with RD re Receivership background and work plan preparation	NL	\$295.00	0.92	\$271.40
11/18/2020	Receivership - Court Appointed: Discuss receivership with Brenda M. Email exchange with her. Redirection of mail. Answer questions posed by Hillmount Capital. Calls and email exchanges with Yitz L at Hillmount. Call and emails with Receiver's legal counsel.	RD	\$395.00	2.15	\$849.25
11/18/2020	Receivership - Court Appointed: Authorize new bank accounts for each of the names in the receivership.	RD	\$395.00	0.65	\$256.75
11/18/2020	Receivership - Court Appointed: Email exchanges with naomi L. and josh P. re: visits to the properties.	RD	\$395.00	0.51	\$201.45
11/18/2020	Receivership - Court Appointed: Review Hillmount Capital term sheet and respond with comments and questions.	RD	\$395.00	0.87	\$343.65
11/18/2020	Receivership - Court Appointed: prep with Receivership, call w RD	NL	\$295.00	1.17	\$345.15
11/18/2020	Receivership - Court Appointed: Review draft letter to banks and make amendments.	RD	\$395.00	0.14	\$55.30
11/18/2020	Receivership - Court Appointed: Review title registrations on parcel registers and sign off on title registrations.	RD	\$395.00	0.56	\$221.20
11/18/2020	Receivership - Court Appointed: Call with legal counsel re: term sheet. Review her emailed comments.	RD	\$395.00	0.27	\$106.65
11/18/2020	Receivership - Court Appointed: Meet with RD re receivership. Prepare list of mail redirects.	BM	\$195.00	1.00	\$195.00
11/18/2020	Receivership - Court Appointed: Review Zuccaro bank accounts. Finalize mail redirect list. Prepare online.	BM	\$195.00	2.80	\$546.00

11/18/2020	Receivership - Court Appointed: Input PPSA information for search. Do bankruptcy search. Save to drive. Report to RD.	BM	\$195.00	0.40	\$78.00
11/18/2020	Receivership - Court Appointed: Compose letter to Banks re deposit accounts. Call banks for contact information.	BM	\$195.00	0.90	\$175.50
11/19/2020	Receivership - Court Appointed: site visit at Densley location, discussion with tenants, review of insurance considerations	NL	\$295.00	4.60	\$1,357.00
11/19/2020	Receivership - Court Appointed: Site visit at 76 Densley change locks Visit tenants Speak with cops and deal with alarm 9:30-1:30	JP	\$195.00	4.00	\$780.00
11/19/2020	Receivership - Court Appointed: Attend at Densley location. Tour facility. Meet the tenants. Take pictures of property. Meeting with Naomi. L. and Josh P.	RD	\$395.00	2.80	\$1,106.00
11/19/2020	Receivership - Court Appointed: calls with tenants. calls with Josh P. re: police visit. call with alarm monitoring company. call and email exchanges with naomi L. and Brenda M.	RD	\$395.00	1.70	\$671.50
11/19/2020	Receivership - Court Appointed: review amendments to the term sheet, email exchanges with final amendments and execute	RD	\$395.00	0.70	\$276.50
11/19/2020	Receivership - Court Appointed: Phone calls with Rahn, Naomi and Alarm company	JP	\$195.00	0.92	\$179.40
11/19/2020	Receivership - Court Appointed: Letter to Bank of Nova Scotia PPSA - no results	BM	\$195.00	0.70	\$136.50
11/20/2020	Receivership - Court Appointed: Site visit to king rd	JP	\$195.00	1.67	\$325.65
11/20/2020	Receivership - Court Appointed: Home Depot buy lock Replace lock at Densley Pictures, video and look through at Densley	JP	\$195.00	1.25	\$243.75
11/20/2020	Receivership - Court Appointed: phone with Jonathan Create folders and download/upload Densley photos Update Rahn/Naomi email	JP	\$195.00	0.34	\$66.30
11/20/2020	Receivership - Court Appointed: site visit and review of emails	NL	\$295.00	2.83	\$834.85
11/20/2020	Receivership - Court Appointed: Various email exchanges with regards to obtaining the Receiver's financing. Email exchanges with Hillmount and legal counsel. Circulate documents. Sign Receiver certificate and review postponements of CPLs.	RD	\$395.00	2.30	\$908.50
11/20/2020	Receivership - Court Appointed: Visit the King property. Discuss with Naomi L., Josh P. and legal counsel next steps re: property.	RD	\$395.00	1.30	\$513.50
11/20/2020	Receivership - Court Appointed: Call with Naomi L. re: current insurance.	RD	\$395.00	0.30	\$118.50

11/20/2020	Receivership - Court Appointed: Call with bank.	RD	\$395.00	0.20	\$79.00
11/20/2020	Receivership - Court Appointed: call w insurance provider and drafting email regarding same	NL	\$295.00	0.24	\$70.80
11/20/2020	Receivership - Court Appointed: Prepare email re Zuccaro to RBC Collections. Request assistance.	BM	\$195.00	0.40	\$78.00
11/20/2020	Receivership - Court Appointed: Call Banks for confirmations.	BM	\$195.00	0.30	\$58.50
11/20/2020	Receivership - Court Appointed: Receive email re insurance. Save to drive.	BM	\$195.00	0.30	\$58.50
11/20/2020	Receivership - Court Appointed: Receive correspondence from RBC Collections. Account frozen. Report to RD.	BM	\$195.00	0.30	\$58.50
11/20/2020	Receivership - Court Appointed: Call T. Krilis at TD re Zuccaro leave voicemail	BM	\$195.00	0.10	\$19.50
11/20/2020	Receivership - Court Appointed: Email Anna Macedo at TD, request assistance with Bank letters re Zuccaro. Scan and send various documents.	BM	\$195.00	0.40	\$78.00
11/20/2020	Receivership - Court Appointed: Re Pad - email RD.	BM	\$195.00	0.30	\$58.50
11/23/2020	Receivership - Court Appointed: Review and amend letters to banks.	RD	\$395.00	0.51	\$201.45
11/23/2020	Receivership - Court Appointed: Review email from Avery Z. Respond and include questions regarding Metropolitan's operations. review bank statements on hand re: past transactions.	RD	\$395.00	0.77	\$304.15
11/23/2020	Receivership - Court Appointed: drafting email to insurance provider	NL	\$295.00	0.83	\$244.85
11/23/2020	Receivership - Court Appointed: Review CPL postponement document.	RD	\$395.00	0.10	\$39.50
11/23/2020	Receivership - Court Appointed: Review email from insurer and discuss with Naomi I.	RD	\$395.00	0.05	\$19.75
11/23/2020	Receivership - Court Appointed: Review insurance policies and email to Naomi L. with queries.	RD	\$395.00	0.53	\$209.35
11/23/2020	Receivership - Court Appointed: Meet with Jonathan of Danbury at Densley 9:30am	JP	\$195.00	1.17	\$228.15
11/23/2020	Receivership - Court Appointed: Email exchanges with Josh P. re: visit to Clearview farm.	RD	\$395.00	0.34	\$134.30
11/23/2020	Receivership - Court Appointed: Call Brend M. re: redirection of mail.	RD	\$395.00	0.15	\$59.25
11/23/2020	Receivership - Court Appointed: Letter to BNS demands department.	RD	\$395.00	0.10	\$39.50
11/23/2020	Receivership - Court Appointed: Prepare letter re Zuccaro banks,	BM	\$195.00	0.80	\$156.00

	various.				
11/23/2020	Receivership - Court Appointed: On hold with Canada Post. Talk with representative re mail redirect. Get information on filing online. Receive information on filing and authenticating.	BM	\$195.00	0.90	\$175.50
11/23/2020	Receivership - Court Appointed: Finalize letter re Zuccaro. Resend to RD.	BM	\$195.00	0.80	\$156.00
11/23/2020	Receivership - Court Appointed: Record TD correspondence re seize accounts. Save to drive. (Zuccaro) Scan - send Scotiabank to RD.	BM	\$195.00	0.40	\$78.00
11/23/2020	Receivership - Court Appointed: Prepare BMO and CIBC letter. Look up addresses for service.	BM	\$195.00	0.60	\$117.00
11/23/2020	Receivership - Court Appointed: BMO letter, send to addressed party, re-send to another as requested. CIBC letter, send to third party administrator. Compose email.	BM	\$195.00	0.40	\$78.00
11/24/2020	Receivership - Court Appointed: Visit the farm, take pictures and drop off paperwork. 242kms round trip	JP	\$195.00	3.17	\$618.15
11/24/2020	Receivership - Court Appointed: Review responses from applicant's legal counsel. Email to legal and staff requesting drafting of letters, taking of possession steps, and other.	RD	\$395.00	0.80	\$316.00
11/24/2020	Receivership - Court Appointed: follow up re appraisals, call w tenant, working on structure for a cash flow, call w Josh re farm site visit	NL	\$295.00	3.10	\$914.50
11/24/2020	Receivership - Court Appointed: Upload photos and email updates and paperwork to Rahn and Naomi	JP	\$195.00	0.41	\$79.95
11/24/2020	Receivership - Court Appointed: Email exchanges with Wendy G. Review various emails from Josh P., Brenda M. and Naomi L. Planning call with Naomi L. Review and BL letter to legal counsel for Frank Z. Execute direction re: funding and PAD agreement and forward to lender and legal counsel with explanation.	RD	\$395.00	1.91	\$754.45
11/24/2020	Receivership - Court Appointed: Call with Naomi	JP	\$195.00	0.21	\$40.95
11/24/2020	Receivership - Court Appointed: Work on mail forwarding. Send RD email re issues trying to set up.	BM	\$195.00	1.00	\$195.00
11/24/2020	Receivership - Court Appointed: Mail redirect form = prep for post office visit.	BM	\$195.00	0.50	\$97.50
11/24/2020	Receivership - Court Appointed: PPSA on Frank Zuccaro	BM	\$195.00	0.20	\$39.00
11/24/2020	Receivership - Court Appointed: Prepare letter to Accountant.	BM	\$195.00	0.40	\$78.00
11/24/2020	Receivership - Court Appointed: Specific PPSA Search Frank Zuccaro	BM	\$195.00	0.30	\$58.50

11/25/2020	Receivership - Court Appointed: Discuss file with Brenda M.	RD	\$395.00	0.10	\$39.50
11/25/2020	Receivership - Court Appointed: Attend at post office re: redirection of mail.	RD	\$395.00	0.50	\$197.50
11/25/2020	Receivership - Court Appointed: Attend Court hearing to extend stay.	RD	\$395.00	0.31	\$122.45
11/25/2020	Receivership - Court Appointed: Email exchange and call with Naomi L. re: appraisals.	RD	\$395.00	0.15	\$59.25
11/25/2020	Receivership - Court Appointed: follow up re appraisals	NL	\$295.00	1.13	\$333.35
11/25/2020	Receivership - Court Appointed: Call with Wendy G. re: FRO and other estate matters.	RD	\$395.00	0.30	\$118.50
11/25/2020	Receivership - Court Appointed: Review and execute letter to accountant.	RD	\$395.00	0.10	\$39.50
11/25/2020	Receivership - Court Appointed: Discuss accounting with Brenda M.	RD	\$395.00	0.20	\$79.00
11/25/2020	Receivership - Court Appointed: email exchange with bank	RD	\$395.00	0.05	\$19.75
11/25/2020	Receivership - Court Appointed: Review trust ledger re funding received. Approve funds receipt for accounting.	RD	\$395.00	0.34	\$134.30
11/25/2020	Receivership - Court Appointed: Review Court orders re: payment of past expenses. Consider responsibility of Receiver re: arrears. Email to Wendy G.	RD	\$395.00	0.71	\$280.45
11/25/2020	Receivership - Court Appointed: Set up banking files re 4 receivership files.	BM	\$195.00	0.50	\$97.50
11/25/2020	Receivership - Court Appointed: Set up Ascend files -- order Ascend licenses.	BM	\$195.00	0.50	\$97.50
11/25/2020	Receivership - Court Appointed: Letter to Nick Deluca, Accountant. Scan/ save to drive.	BM	\$195.00	0.20	\$39.00
11/26/2020	Receivership - Court Appointed: Meet Adam from platinum at Densley	JP	\$195.00	1.44	\$280.80
11/26/2020	Receivership - Court Appointed: Call with Josh P. re: records.	RD	\$395.00	0.20	\$79.00
11/26/2020	Receivership - Court Appointed: Email to Naomi L. re: insurance.	RD	\$395.00	0.10	\$39.50
11/26/2020	Receivership - Court Appointed: review of insurance, appraisal follow ups, call w tenants	NL	\$295.00	3.62	\$1,067.90
11/26/2020	Receivership - Court Appointed: Call with Naomi L. re: insurance policies, coverages and appraisals.	RD	\$395.00	0.46	\$181.70
11/26/2020	Receivership - Court Appointed: Look for realtor's for listing proposals.	RD	\$395.00	0.30	\$118.50
11/26/2020	Receivership - Court Appointed: Review liquidation proposal. Review emails re: insurance policy adjustments. Review emails re: appraisals.	RD	\$395.00	0.38	\$150.10

11/26/2020	Receivership - Court Appointed: Send King City info to developer for opinion of future use and value. Review purview report.	RD	\$395.00	0.45	\$177.75
11/26/2020	Receivership - Court Appointed: Review offer to appraise from Cornwall. Email to applicant's legal counsel re: consent and request info needed. Email exchanges with Naomi L. re: scope of appraisal of King. Review whether King is in greenbelt.	RD	\$395.00	0.70	\$276.50
11/26/2020	Receivership - Court Appointed: Call with tenant re: payment of rent and issues relating to the Densley building.	RD	\$395.00	0.57	\$225.15
11/26/2020	Receivership - Court Appointed: Upload video and chat with Naomi (earlier)	JP	\$195.00	0.19	\$37.05
11/26/2020	Receivership - Court Appointed: coordinating appraisals and insurance	NL	\$295.00	2.06	\$607.70
11/26/2020	Receivership - Court Appointed: Look up address for Sunlife, Kitchener. Prepare letter, ask for info on product and values.	BM	\$195.00	0.50	\$97.50
11/26/2020	Receivership - Court Appointed: Letter to CRA re My Business account. Scan, save, send to RD.	BM	\$195.00	0.50	\$97.50
11/26/2020	Receivership - Court Appointed: Enter 2 disbursements.	BM	\$195.00	0.10	\$19.50
11/26/2020	Receivership - Court Appointed: record 1 disbursement, 1 F. Zuccro, 1 Metropolitan, 1 Orracus.	BM	\$195.00	0.30	\$58.50
11/26/2020	Receivership - Court Appointed: Get licenses through, work on transfers and payments. All files set up with dates, all files now transferred.	BM	\$195.00	0.50	\$97.50
11/26/2020	Receivership - Court Appointed: Set up bank accounts, Frank Zuccaro, Metropolitan, Orracuz, 863704.	BM	\$195.00	0.50	\$97.50
11/26/2020	Receivership - Court Appointed: Receive Ascend license, save to drive, work on license key issue, send email to Promeric.	BM	\$195.00	0.80	\$156.00
11/27/2020	Receivership - Court Appointed: Review and amend letter to Sun Life.	RD	\$395.00	0.19	\$75.05
11/27/2020	Receivership - Court Appointed: Review Court orders. Review comments from Wendy G. and various emails Draft email to Avery Z.	RD	\$395.00	1.92	\$758.40
11/27/2020	Receivership - Court Appointed: Email exchanges with Avery Z. re: Densley appraisal.	RD	\$395.00	0.11	\$43.45
11/27/2020	Receivership - Court Appointed: Pick up Cheques from Mauro, visit Venezuelan restaurant and drop off cheques to Rahn	JP	\$195.00	1.00	\$195.00
11/27/2020	Receivership - Court Appointed: Call with Naomi L. re: sale of Metropolitan assets and other receivership matters.	RD	\$395.00	0.81	\$319.95
11/27/2020	Receivership - Court Appointed: Sun Life letter - do revisions to letter and attachments.	BM	\$195.00	0.50	\$97.50
11/27/2020	Receivership - Court Appointed: Finalize Sun Life letter, prepare	BM	\$195.00	0.30	\$58.50

	for mailing.				
11/27/2020	Receivership - Court Appointed: Receive letter from NDL Professional Corporation. Scan, save to drive, letter together with all financial statement attachments.	BM	\$195.00	0.50	\$97.50
11/30/2020	Receivership - Court Appointed: Review email with applicant's legal counsel. Email Receiver's legal counsel.	RD	\$395.00	0.17	\$67.15
11/30/2020	Receivership - Court Appointed: Densley insurance and PAD.	RD	\$395.00	0.15	\$59.25
11/30/2020	Receivership - Court Appointed: call w appraiser, urban planner, phase I environmental	NL	\$295.00	2.51	\$740.45
11/30/2020	Receivership - Court Appointed: Email exchanges with Wendy G. Amend and send email to Avery Z. with receivership update.	RD	\$395.00	0.41	\$161.95
11/30/2020	Receivership - Court Appointed: Review Densley invoices for plumbing and cleaning work completed in Oct/Nov. Email to Josh P. re: records.	RD	\$395.00	0.25	\$98.75
11/30/2020	Receivership - Court Appointed: Return email to accountant requesting additional information. Email exchanges with Avery Z. re: assets of Frank Z. Review financial statements and tax returns. Calls with Naomi L. Review various emails.	RD	\$395.00	0.93	\$367.35
11/30/2020	Receivership - Court Appointed: Review emails re insurance preparations. Prepare PAD forms for pre authorized payments.	BM	\$195.00	0.40	\$78.00
12/01/2020	Receivership - Court Appointed: Review various emails. Email exchanges with Avery Z., Naomi L. and Brenda M.	RD	\$395.00	0.59	\$233.05
12/01/2020	Receivership - Court Appointed: review of emails, call w corvette insurer, coordinating phase 1 environmental, corresponding with Densley and Farm prospective appraisers	NL	\$295.00	2.98	\$879.10
12/01/2020	Receivership - Court Appointed: Review and complete environmental assessment engagement documents, pay fee and exchange emails with S2S. Discuss this and various matters with Naomi L. Collect rent from 2 of 3 tenants.	RD	\$395.00	1.60	\$632.00
12/01/2020	Receivership - Court Appointed: Review Aviva insurance policy. Ask Avery Z. for discharge of second mortgagee. Email Brenda M. re: searches of named insured.	RD	\$395.00	0.20	\$79.00
12/01/2020	Receivership - Court Appointed: Review District Ventures lease. Reconcile amount paid to amount in lease. Email CFO at district ventures. Review terms in lease regarding responsibility for sewer back up to determine whether tenant has a right of set off against the Nov rent. Email Josh P. to visit repair site and gather information.	RD	\$395.00	1.28	\$505.60
12/01/2020	Receivership - Court Appointed: Phone with Naomi checking emails and confirming inspection meeting for Densley	JP	\$195.00	0.34	\$66.30
12/02/2020	Receivership - Court Appointed: various: including insurance matters, calls to listing agents , follow up re metropolitan assets	NL	\$295.00	2.61	\$769.95

12/02/2020	Receivership - Court Appointed: Call with Mr. Mendicino. Email exchanges with Mr. Mendicino and Mr. Zeidman. Review new parcel registers.	RD	\$395.00	0.92	\$363.40
12/02/2020	Receivership - Court Appointed: Review and respond to emails.	RD	\$395.00	0.09	\$35.55
12/02/2020	Receivership - Court Appointed: Review pictures of farm property.	RD	\$395.00	0.20	\$79.00
12/02/2020	Receivership - Court Appointed: Call with Naomi L. re: appraisals. Review Cornwall appraisal and sign.	RD	\$395.00	0.60	\$237.00
12/02/2020	Receivership - Court Appointed: Review Metropolitan teaser. Email instructions to Naomi re: sales process.	RD	\$395.00	0.40	\$158.00
12/02/2020	Receivership - Court Appointed: Review platinum liquidation proposal.	RD	\$395.00	0.30	\$118.50
Services Subtotal					\$35,196.10

Disbursements

Date	Description	Rate	Quantity	Total
11/18/2020	Mail Redirection: Mail redirections 4 x \$260.05 plus hst	\$1,040.20	1.00	\$1,040.20
11/18/2020	Search Charges: PPSA Search	\$19.30	1.00	\$19.30
11/24/2020	Search Charges: PPSA - Frank Zuccaro	\$19.30	1.00	\$19.30
11/24/2020	Search Charges: Specific PPSA Search with birthdate Frank Zuccaro	\$19.30	1.00	\$19.30
Expenses Subtotal				\$1,098.10

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		28.6	\$295.00	\$8,437.00
Josh Pearson		16.11	\$195.00	\$3,141.45
Rahn Dodick	LIT, CPA, President	49.77	\$395.00	\$19,659.15
Brenda McKnight	Para Professional	20.3	\$195.00	\$3,958.50
Subtotal				\$36,294.20
Harmonized Sales Tax (13.0%)				\$4,718.25
Total				\$41,012.45

Statement of Account Summary:**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10047	12/11/2020	\$41,012.45	\$0.00	\$41,012.45
			Outstanding Balance	\$41,012.45
			Total Amount Outstanding	\$41,012.45

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10047 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10058
Issued Date: 01/08/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc.
acting as Court Appointed Receiver
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: MET-111720-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
12/03/2020	Receivership - Court Appointed: calling potentially interested parties	NL	\$295.00	0.11	\$32.45
12/04/2020	Receivership - Court Appointed: finalizing and circulating teaser to interested parties	NL	\$295.00	0.65	\$191.75
12/04/2020	Receivership - Court Appointed: Holding for Network Solutions, require contact person for legal notice. Receive contact information, sent letter to legal for Network Solutions.	BM	\$195.00	0.80	\$156.00
12/07/2020	Receivership - Court Appointed: Metropolitan: Gather due diligence documents and save to due diligence folder on server for prospective purchasers to review.	RD	\$395.00	0.50	\$197.50
12/07/2020	Receivership - Court Appointed: drafting ad for insolvency insider re asset sale, liaising with interested parties	NL	\$295.00	1.09	\$321.55
12/07/2020	Receivership - Court Appointed: Review emails to various interested parties and discuss with Naomi L.	RD	\$395.00	0.17	\$67.15

12/07/2020	Receivership - Court Appointed: Search for corporate lawyer's contact info for letter. Email to Wendy G. re: doing tradename and mark searches.	RD	\$395.00	0.27	\$106.65
12/08/2020	Receivership - Court Appointed: Review emails from Brenda M. and respond.	RD	\$395.00	0.06	\$23.70
12/08/2020	Receivership - Court Appointed: Locate domain name for Metropolitan Ice Cream. Contact Bethena Dasher @ web.com with information required.	BM	\$195.00	0.40	\$78.00
12/08/2020	Receivership - Court Appointed: Receive email, forward to RD.	BM	\$195.00	0.10	\$19.50
12/08/2020	Receivership - Court Appointed: Receive response re Bell - save to drive, email to RD.	BM	\$195.00	0.10	\$19.50
12/09/2020	Receivership - Court Appointed: following up with interested parties	NL	\$295.00	0.14	\$41.30
12/09/2020	Receivership - Court Appointed: Print letter J. Furman print attachments. Mailing of 10 letters.	BM	\$195.00	0.20	\$39.00
12/09/2020	Receivership - Court Appointed: Finalize letter to J. Furman	BM	\$195.00	0.50	\$97.50
12/14/2020	Receivership - Court Appointed: review of emails in connection with ad placed promoting the assets for sale	NL	\$295.00	3.17	\$935.15
12/14/2020	Receivership - Court Appointed: Calls with Naomi L. re: prospective purchasers. Call with a prospective purchaser. Email to Avery Z. re: access to manager of business. Email exchanges with Stella M. of Fire Power and other parties re: purchase of business.	RD	\$395.00	1.45	\$572.75
12/15/2020	Receivership - Court Appointed: Call with prospective purchaser.	RD	\$395.00	0.15	\$59.25
12/15/2020	Receivership - Court Appointed: circulating information to interested parties	NL	\$295.00	0.45	\$132.75
12/15/2020	Receivership - Court Appointed: Prepare mail, creditors packages re Metropolitan Ice Cream.	BM	\$195.00	0.40	\$78.00
12/16/2020	Receivership - Court Appointed: Call with prospective purchaser.	RD	\$395.00	0.30	\$118.50
12/16/2020	Receivership - Court Appointed: follow up with interested parties	NL	\$295.00	1.28	\$377.60
12/17/2020	Receivership - Court Appointed: Showing contents of warehouse to ice cream auctioneer.	JP	\$195.00	2.05	\$399.75
12/17/2020	Receivership - Court Appointed: responding to calls from liquidators and other emails from interested parties	NL	\$295.00	1.35	\$398.25
12/17/2020	Receivership - Court Appointed: Talk to Jack Furman re Metropolitan. Receive email from Mr. Furman. Scan and save.	BM	\$195.00	0.40	\$78.00
12/17/2020	Receivership - Court Appointed: Prepare cover letter for miscellaneous mailings. Send 5 mailings.	BM	\$195.00	0.20	\$39.00
12/18/2020	Receivership - Court Appointed: responding to emails from	NL	\$295.00	0.25	\$73.75

interested parties

12/21/2020	Receivership - Court Appointed: Meet with Joe, liquidator, tour ice cream equipment	JP	\$195.00	1.23	\$239.85
12/22/2020	Receivership - Court Appointed: responding to inquiries from interested parties	NL	\$295.00	0.34	\$100.30
12/22/2020	Receivership - Court Appointed: Receive rent cheques, set reminders, put in safe.	BM	\$195.00	0.30	\$58.50
12/23/2020	Receivership - Court Appointed: site meeting with Joshua and emails with Rahn and Naomi	JP	\$195.00	1.75	\$341.25
12/24/2020	Receivership - Court Appointed: responding to interested parties	NL	\$295.00	0.76	\$224.20
12/24/2020	Receivership - Court Appointed: Review various email exchanges.	RD	\$395.00	0.04	\$15.80
12/29/2020	Receivership - Court Appointed: follow up with interested parties	NL	\$295.00	0.58	\$171.10
12/30/2020	Receivership - Court Appointed: review of emails and responding to inquiries	NL	\$295.00	0.56	\$165.20
01/04/2021	Receivership - Court Appointed: review of emails from interested parties	NL	\$295.00	1.02	\$300.90
01/05/2021	Receivership - Court Appointed: Put together a list of liquidators for Naomi Review leases for Rahn and try to figure out utilities.	JP	\$195.00	1.51	\$294.45
01/06/2021	Receivership - Court Appointed: Meet with G for Gelato, look for recipes, meet with TCL assets, take pictures for Tony, figure out utilities for Mauro and Venezuelan place.	JP	\$195.00	4.01	\$781.95
01/07/2021	Receivership - Court Appointed: Call with Naomi about food at Densley and emails.	JP	\$195.00	0.25	\$48.75

Services Subtotal \$7,396.55

Disbursements

Date	Description	Rate	Quantity	Total
12/09/2020	Postage: 10 letters x \$1.89 plus HST	\$18.90	1.00	\$18.90

Expenses Subtotal \$18.90

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		11.75	\$295.00	\$3,466.25
Josh Pearson		10.8	\$195.00	\$2,106.00
Rahn Dodick	LIT, CPA, President	2.94	\$395.00	\$1,161.30
Brenda McKnight	Para Professional	3.4	\$195.00	\$663.00

Subtotal \$7,415.45

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
12/01/2020	Receivership - Court Appointed: Search - PDP Importing Limited	BM	\$195.00	0.50	\$97.50
12/01/2020	Receivership - Court Appointed: Send insurance PAD form to Aviva re Zuccaro insurance. Email to BMO for additional information as per RD.	BM	\$195.00	0.30	\$58.50
12/02/2020	Receivership - Court Appointed: Phone calls with Naomi about appointments Calls with Mauro and Rahn about Frank coming to premises Emails with Rahn, Naomi and Tammy about site visits and inspections for next this week and next	JP	\$195.00	0.84	\$163.80
12/02/2020	Receivership - Court Appointed: Calls with Josh P. re Frank Z. planning to enter Densley property to remove assets. Emails to Frank Z. legal counsel. Call with tenant, Mauro R. re Frank Z. attempt to enter property.	RD	\$395.00	0.80	\$316.00
12/02/2020	Receivership - Court Appointed: Receive post dated cheques. Log in Ascend, put in safe.	BM	\$195.00	0.30	\$58.50
12/02/2020	Receivership - Court Appointed: Record, 2 deposits, 1 cheque as per requisitions.	BM	\$195.00	0.40	\$78.00
12/02/2020	Receivership - Court Appointed: Prepare cheque for Promeric re Ascend licenses. Prepare accruals for Orracuz, Metropolitan and Frank Zuccaro.	BM	\$195.00	0.40	\$78.00
12/02/2020	Receivership - Court Appointed: Record mail redirection.	BM	\$195.00	0.10	\$19.50
12/03/2020	Receivership - Court Appointed: Review King property deleted parcel register. Draft email to insurer to remove old mortgagor as loss payee on Aviva policy.	RD	\$395.00	0.41	\$161.95
12/03/2020	Receivership - Court Appointed: responding to queries from appraisers, listing agents, review of letter from planner retained to determine any development prospects for King and the Farm	NL	\$295.00	2.37	\$699.15
12/03/2020	Receivership - Court Appointed: Review planning briefs.	RD	\$395.00	0.22	\$86.90
12/03/2020	Receivership - Court Appointed: Visit Tammy, Luis and Mauro at Densley, prepare for inspection on Monday. Emails and updates regarding next week's visits and question emails from Rahn and Naomi	JP	\$195.00	1.67	\$325.65

12/03/2020	Receivership - Court Appointed: Review update from Josh P. re: Densley. Call with Josh P. Respond to email with comments and questions.	RD	\$395.00	0.32	\$126.40
12/03/2020	Receivership - Court Appointed: Review emails and email exchanges with Naomi L.	RD	\$395.00	0.18	\$71.10
12/03/2020	Receivership - Court Appointed: Review engagement letter for appraisal for King property. Discuss and email exchange with Naomi L.	RD	\$395.00	0.28	\$110.60
12/03/2020	Receivership - Court Appointed: Email proposal to district ventures re: settling offsets against Nov/20 rent. Call with Wendy G. re: secured creditor. Email exchange with Josh P. re: Densley property. Email to Brenda M. re: letter to Equitable Bank. Review Metropolitan CA. Email sent to equitable bank.	RD	\$395.00	0.93	\$367.35
12/03/2020	Receivership - Court Appointed: Look up property tax information for letters regarding property tax to townships/cities. Look for tax bills. Use parcel registered for legal descriptions. Go to township/city website for email addresses, etc. Prepare letters to 2 townships and 2 cities. Prepare attachments.	BM	\$195.00	4.00	\$780.00
12/03/2020	Receivership - Court Appointed: Send PAD to insurance re active policy.	BM	\$195.00	0.20	\$39.00
12/03/2020	Receivership - Court Appointed: Letter to insurance re Corvette. Send to RD.	BM	\$195.00	0.50	\$97.50
12/03/2020	Receivership - Court Appointed: Save parcel registration for 863704 to drive. Revise insurance letter.	BM	\$195.00	0.20	\$39.00
12/03/2020	Receivership - Court Appointed: Prepare letter to CRA to obtain online access of accounts.	BM	\$195.00	0.30	\$58.50
12/04/2020	Receivership - Court Appointed: coordinating appraisals, liquidating proposals, site visits	NL	\$295.00	2.58	\$761.10
12/04/2020	Receivership - Court Appointed: Email exchanges with Equitable Bank rep. Review and amend letter to Equitable. Review other emails.	RD	\$395.00	0.36	\$142.20
12/04/2020	Receivership - Court Appointed: Review emails to prospective purchasers of Metro.	RD	\$395.00	0.03	\$11.85
12/04/2020	Receivership - Court Appointed: Review, sign and return the Reliable appraiser engagement letter.	RD	\$395.00	0.29	\$114.55
12/04/2020	Receivership - Court Appointed: Call with Jackson Chau of Equitable Bank re: mortgage.	RD	\$395.00	0.40	\$158.00
12/04/2020	Receivership - Court Appointed: Call with Naomi L. re: cash flow forecast.	RD	\$395.00	0.36	\$142.20
12/04/2020	Receivership - Court Appointed: Review 8 letters drafted by Brenda M., make comments and sign back.	RD	\$395.00	0.32	\$126.40
12/04/2020	Receivership - Court Appointed: Provide bank activity and	RD	\$395.00	0.30	\$118.50

	descriptions to Naomi L.				
12/04/2020	Receivership - Court Appointed: Review numerous documents provided by legal counsel for Frank Z. and save on server.	RD	\$395.00	0.81	\$319.95
12/04/2020	Receivership - Court Appointed: Review and sign misc. bank letters.	RD	\$395.00	0.09	\$35.55
12/04/2020	Receivership - Court Appointed: Scan/send, all letters to RD for review, signature.	BM	\$195.00	0.40	\$78.00
12/04/2020	Receivership - Court Appointed: Preparation of 9-10 letters to banks surrounding debtor's home. Copy attachments. Send all to RD.	BM	\$195.00	1.50	\$292.50
12/04/2020	Receivership - Court Appointed: Prepare letter to Bell Canada with attachments.	BM	\$195.00	1.20	\$234.00
	Revise letter to Equitable Bank, prepare attachments.				
	Prepare letter to J. Chau at Equitable Bank.				
12/04/2020	Receivership - Court Appointed: Prepare letters to Northbridge Financial and Equitable Bank. Prepare attachments.	BM	\$195.00	1.40	\$273.00
12/07/2020	Receivership - Court Appointed: Site visits at Densley with inspectors and RE brokers	JP	\$195.00	2.93	\$571.35
12/07/2020	Receivership - Court Appointed: listing proposals, preparing receivership cash flow	NL	\$295.00	2.02	\$595.90
12/07/2020	Receivership - Court Appointed: Review and sign letters to Bell, Insurance broker, city of vaughan, city of toronto and others.	RD	\$395.00	0.35	\$138.25
12/07/2020	Receivership - Court Appointed: Email exchanges with Equitable bank.	RD	\$395.00	0.07	\$27.65
12/07/2020	Receivership - Court Appointed: Revisions to letters, printing letters and attachments, sending revisions to RD, scanning all documents, sending all emails.	BM	\$195.00	3.50	\$682.50
12/08/2020	Receivership - Court Appointed: Meet with Lee and Ass at Densley, upload photos and emails RE Densley	JP	\$195.00	1.13	\$220.35
12/08/2020	Receivership - Court Appointed: Email exchanges with S2S and answer his questions re: his Phase 1 enviro assessment.	RD	\$395.00	0.28	\$110.60
12/08/2020	Receivership - Court Appointed: Email exchanges with S2S and send work invoice and picture. Review emails from josh P.	RD	\$395.00	0.12	\$47.40
12/08/2020	Receivership - Court Appointed: responding to information requests from appraisers and listing agents	NL	\$295.00	1.80	\$531.00
12/08/2020	Receivership - Court Appointed: Phone with Naomi and Luis regarding questions. Cheques and lease. Email update.	JP	\$195.00	0.50	\$97.50
12/08/2020	Receivership - Court Appointed: Review emails with appraiser	RD	\$395.00	0.54	\$213.30

and prospective listing agents. Call with Naomi L. re various matters relating to the sale of the properties.

12/08/2020	Receivership - Court Appointed: Prepare Letter to Jack Furman.	BM	\$195.00	0.50	\$97.50
12/09/2020	Receivership - Court Appointed: Review mail and discuss with Brenda M. payment of bills.	RD	\$395.00	0.15	\$59.25
12/09/2020	Receivership - Court Appointed: working with listing agents to provide information for their proposal re Densley and King	NL	\$295.00	0.37	\$109.15
12/09/2020	Receivership - Court Appointed: Review various emails re: appraisals, listing proposals and from legal counsel of Frank Z.	RD	\$395.00	0.09	\$35.55
12/09/2020	Receivership - Court Appointed: Record 3 disbursements.	BM	\$195.00	0.30	\$58.50
12/09/2020	Receivership - Court Appointed: Receive BMO response. Fwd to RD, save to drive.	BM	\$195.00	0.10	\$19.50
12/10/2020	Receivership - Court Appointed: Met with Jeff (RE) at Densley for walkthrough	JP	\$195.00	1.32	\$257.40
12/10/2020	Receivership - Court Appointed: Email exchanges with tenant's controller re: settlement on Nov. rent.	RD	\$395.00	0.19	\$75.05
12/10/2020	Receivership - Court Appointed: responding to tenant emails, coordinating listing proposals for Densley and King	NL	\$295.00	2.11	\$622.45
12/10/2020	Receivership - Court Appointed: Call with tenant at Densley.	RD	\$395.00	0.15	\$59.25
12/10/2020	Receivership - Court Appointed: Call with Naomi L. to discuss items included in the sale and visiting King property.	RD	\$395.00	0.38	\$150.10
12/10/2020	Receivership - Court Appointed: Email to Frank Mendicino regarding access to the King and Cottage properties.	RD	\$395.00	0.22	\$86.90
12/11/2020	Receivership - Court Appointed: Review calculation and source documents re offset to Nov. rent and email tenant's controller. Review lease expansion and floor plan documents received from tenant's controller.	RD	\$395.00	0.36	\$142.20
12/11/2020	Receivership - Court Appointed: responding to numerous emails re: parties interested in the purchase of assets and re: sale process for Densley.	NL	\$295.00	1.38	\$407.10
12/11/2020	Receivership - Court Appointed: Call with Naomi L. re: various matters. inclu. insurance, receipts of listing proposals and sales process.	RD	\$395.00	0.27	\$106.65
12/11/2020	Receivership - Court Appointed: Call with Josh Pearson re: Densley property.	RD	\$395.00	0.08	\$31.60
12/11/2020	Receivership - Court Appointed: Provide Naomi L. info for cash flow forecast. Review email exchanges.	RD	\$395.00	0.20	\$79.00
12/11/2020	Receivership - Court Appointed: Review insurance policy and email to Naomi L. Review revised inspector engagement letter and email Andrea P.	RD	\$395.00	0.34	\$134.30
12/14/2020	Receivership - Court Appointed: Email to Avery Z. re: access to	RD	\$395.00	0.39	\$154.05

	King property. Email to Josh P. and Naomi L. re: inspection. Calls with Naomi L. re: Densley property.				
12/14/2020	Receivership - Court Appointed: Review listing proposal for King. Email exchanges with Naomi L. Email exchange with Avery Z.	RD	\$395.00	0.35	\$138.25
12/14/2020	Receivership - Court Appointed: Pick up and deliver rent cheques from Luis at Densley	JP	\$195.00	0.93	\$181.35
12/14/2020	Receivership - Court Appointed: review of listing proposals and related emails	NL	\$295.00	0.27	\$79.65
12/14/2020	Receivership - Court Appointed: Call with S2S Environmental re: results of phase 1. Update to Naomi L.	RD	\$395.00	0.39	\$154.05
12/14/2020	Receivership - Court Appointed: Respond to various emails.	NL	\$295.00	0.13	\$38.35
12/15/2020	Receivership - Court Appointed: Collect rent. Call with Josh P.	RD	\$395.00	0.14	\$55.30
12/15/2020	Receivership - Court Appointed: Review updated insurance policy.	RD	\$395.00	0.06	\$23.70
12/15/2020	Receivership - Court Appointed: Review past environmental reports and email copies to S2S Environmental.	RD	\$395.00	0.20	\$79.00
12/15/2020	Receivership - Court Appointed: call w broker re listing proposal, responding to emails	NL	\$295.00	1.26	\$371.70
12/15/2020	Receivership - Court Appointed: Email to Avery Z. re: King property.	RD	\$395.00	0.10	\$39.50
12/15/2020	Receivership - Court Appointed: Call with Wendy G. with regards to access to King.	RD	\$395.00	0.10	\$39.50
12/15/2020	Receivership - Court Appointed: Call with Equitable Bank providing update re: sale of building. Requested statement of account, property tax funded to date, and loan documentation. Review letter to Frank Z. legal counsel re: access to the King property. Email staff re: change of the locks potentially this Friday.	RD	\$395.00	0.93	\$367.35
12/15/2020	Receivership - Court Appointed: Call with Naomi L. re: cash flow, borrowings, mortgage payments, access to King property, appraisal of King property, and listing agents.	RD	\$395.00	0.43	\$169.85
12/15/2020	Receivership - Court Appointed: 3 Disbursements, send Naomi invoices.	BM	\$195.00	0.30	\$58.50
12/16/2020	Receivership - Court Appointed: Review Equitable Bank mortgage docs. Approve mortgage payments for Nov and Dec 2020.	RD	\$395.00	0.59	\$233.05
12/16/2020	Receivership - Court Appointed: review of emails re access to King, listing agent calls	NL	\$295.00	0.55	\$162.25
12/16/2020	Receivership - Court Appointed: Sign cheques. Discuss matters with Brenda M. Email Naomi L.	RD	\$395.00	0.08	\$31.60
12/16/2020	Receivership - Court Appointed: Review email response from applicant. Provide response to applicant's request to delay selling King. Email applicant's legal counsel. Review email from Receiver's legal counsel.	RD	\$395.00	0.38	\$150.10

12/16/2020	Receivership - Court Appointed: Call with Naomi L. re: Densley listing proposals and King visit.	RD	\$395.00	0.21	\$82.95
12/16/2020	Receivership - Court Appointed: Deposit 2 cheques.	BM	\$195.00	0.20	\$39.00
12/17/2020	Receivership - Court Appointed: Email exchanges with Avery Z.	RD	\$395.00	0.20	\$79.00
12/17/2020	Receivership - Court Appointed: Call with Tony Z. re: various matters. Call with Wendy G. Calls with Naomi L. Review and sign letter. Message from Tony Z. legal counsel. Review various emails. Call with Naomi L. re; appraisal.	RD	\$395.00	1.42	\$560.90
12/17/2020	Receivership - Court Appointed: coordinating site visit for King	NL	\$295.00	0.22	\$64.90
12/18/2020	Receivership - Court Appointed: call w RD re King Property, site visit, calls w listing agents re listing proposals	NL	\$295.00	5.35	\$1,578.25
12/18/2020	Receivership - Court Appointed: Attend Cushman Wakefield presentation. Discuss with naomi L.	RD	\$395.00	1.30	\$513.50
12/18/2020	Receivership - Court Appointed: Attend CBRE presentation. Discuss with naomi L.	RD	\$395.00	1.40	\$553.00
12/18/2020	Receivership - Court Appointed: Call with Naomi L. re: appraisal visit to King property.	RD	\$395.00	0.20	\$79.00
12/21/2020	Receivership - Court Appointed: Meet with Luis regarding more space wanted	JP	\$195.00	1.00	\$195.00
12/21/2020	Receivership - Court Appointed: responding to question from counsel	NL	\$295.00	0.10	\$29.50
12/22/2020	Receivership - Court Appointed: Update Rahn, Naomi about Densley and meeting with Luis	JP	\$195.00	0.20	\$39.00
12/22/2020	Receivership - Court Appointed: Email exchanges with Josh P. and Naomi L.	RD	\$395.00	0.20	\$79.00
12/22/2020	Receivership - Court Appointed: review and summary of listing proposals, responding to emails re insurance	NL	\$295.00	3.24	\$955.80
12/22/2020	Receivership - Court Appointed: Review various expenses. Provide instructions to Brenda.	RD	\$395.00	0.36	\$142.20
12/22/2020	Receivership - Court Appointed: Email exchange with Tony Z. and his employment legal counsel. Email exchange with Wendy G. re: same and review response to Tony Z. legal counsel. Review Densly appraisal.	RD	\$395.00	0.54	\$213.30
12/22/2020	Receivership - Court Appointed: Discuss with Brenda M. PAD to insurer and why it was returned. Checked bank to ensure correct bank account number was used.	RD	\$395.00	0.14	\$55.30
12/22/2020	Receivership - Court Appointed: Talk to RD re 863 returned PAP for insurance. Sent email to Bank. Telephone call with Anna at TD. Send email to RDA Insurance re PAP. Advise RD on status.	BM	\$195.00	1.20	\$234.00
12/22/2020	Receivership - Court Appointed: Scan all mail redirection documents for files.	BM	\$195.00	0.40	\$78.00

12/22/2020	Receivership - Court Appointed: Prepare cheque re insurance.	BM	\$195.00	0.20	\$39.00
12/24/2020	Receivership - Court Appointed: Call with Naomi re: various matters.	RD	\$395.00	0.14	\$55.30
12/24/2020	Receivership - Court Appointed: Review and approve payment of bills.	RD	\$395.00	0.10	\$39.50
12/24/2020	Receivership - Court Appointed: Review Densley appraisal in detail. Review the listing summary comparison and make additions to it. Call with Naomi L. to discuss listing broker options and pricing options.	RD	\$395.00	2.71	\$1,070.45
12/24/2020	Receivership - Court Appointed: discussion re listing proposals	NL	\$295.00	0.56	\$165.20
12/29/2020	Receivership - Court Appointed: review of appraisal, responding to inquiries re King	NL	\$295.00	1.19	\$351.05
12/29/2020	Receivership - Court Appointed: Call with Naomi L. re: appraisal as compared to listing proposals and next steps.	RD	\$395.00	0.34	\$134.30
12/29/2020	Receivership - Court Appointed: Review listing proposals. Prepare comparison summary to appraisal. Calls with Naomi L.	RD	\$395.00	1.48	\$584.60
12/30/2020	Receivership - Court Appointed: review of appraisal	NL	\$295.00	0.10	\$29.50
12/31/2020	Receivership - Court Appointed: Draft detailed lengthy email update to Avery Z. re: sale of Densley and key considerations. Email to Naomi re: info to gather re: sale process due diligence. Review other related emails.	RD	\$395.00	1.45	\$572.75
12/31/2020	Receivership - Court Appointed: follow up re rent for Densley, review of related emails	NL	\$295.00	0.60	\$177.00
01/04/2021	Receivership - Court Appointed: Call with Tony Z. re: various matters.	RD	\$395.00	0.20	\$79.00
01/04/2021	Receivership - Court Appointed: Email to Brenda M. re: letter to be drafted.	RD	\$395.00	0.07	\$27.65
01/04/2021	Receivership - Court Appointed: Review various correspondence. Email exchange with Naomi L. re: enviro assessment.	RD	\$395.00	0.20	\$79.00
01/04/2021	Receivership - Court Appointed: review of emails re environmental, listing, follow up re rent	NL	\$295.00	1.29	\$380.55
01/04/2021	Receivership - Court Appointed: Call with Naomi re: various matters.	RD	\$395.00	0.28	\$110.60
01/04/2021	Receivership - Court Appointed: Discuss with Naomi L. status of sale of King property.	RD	\$395.00	0.10	\$39.50
01/04/2021	Receivership - Court Appointed: Review and deposit rents.	RD	\$395.00	0.26	\$102.70
01/05/2021	Receivership - Court Appointed: responding to emails from interested parties	NL	\$295.00	1.28	\$377.60
01/05/2021	Receivership - Court Appointed: Review emails by Naomi L. Email exchanges with Josh P. re: utility and TMI charges to tenants.	RD	\$395.00	0.67	\$264.65

01/06/2021	Receivership - Court Appointed: responding to emails from interested parties, reviewing questions rec'd in connection with the appraised value	NL	\$295.00	0.88	\$259.60
01/06/2021	Receivership - Court Appointed: Call with Josh P. re: utility charges to tenants.	RD	\$395.00	0.18	\$71.10
01/06/2021	Receivership - Court Appointed: Discuss sales process with Brenda M. and utility charges.	RD	\$395.00	0.20	\$79.00
01/06/2021	Receivership - Court Appointed: Review comments to listing proposals with Naomi L. Respond in detail to comments. Search method of calculating capital gain.	RD	\$395.00	1.28	\$505.60
01/07/2021	Receivership - Court Appointed: Email exchanges re: appraisal of farm property.	RD	\$395.00	0.10	\$39.50
01/07/2021	Receivership - Court Appointed: follow up emails w interested parties re NDA, due diligence material, viewing the equipment	NL	\$295.00	1.57	\$463.15
01/07/2021	Receivership - Court Appointed: Call with Naomi L. re: sale of Metropolitan equipment.	RD	\$395.00	0.15	\$59.25
01/07/2021	Receivership - Court Appointed: Call with Naomi L. re: status of building inspection report and appraiser comments.	RD	\$395.00	0.16	\$63.20
01/07/2021	Receivership - Court Appointed: Review response to questions by appraiser and forward to applicant.	RD	\$395.00	0.14	\$55.30
				Services Subtotal	\$26,782.25

Disbursements

Date	Description	Rate	Quantity	Total	
12/01/2020	Search Charges: Search PDP Importing Limited	\$19.30	1.00	\$19.30	
12/01/2020	Search Charges: Corporate search PDP Importing Limited	\$28.34	1.00	\$28.34	
12/16/2020	Courier: Mail to Equitable Bank	\$10.67	1.00	\$10.67	
12/23/2020	Search Charges	\$142.92	1.00	\$142.92	
12/23/2020	Mail Redirection: four locations	\$1,175.44	1.00	\$1,175.44	
				Expenses Subtotal	\$1,376.67

Name	Title	Hours	Hourly Rate	Total	
Naomi Lieberman		31.22	\$295.00	\$9,209.90	
Josh Pearson		10.52	\$195.00	\$2,051.40	
Rahn Dodick	LIT, CPA, President	30.21	\$395.00	\$11,932.95	
Brenda McKnight	Para Professional	18.4	\$195.00	\$3,588.00	
				Subtotal	\$28,158.92

Subtotal	\$35,574.37
Harmonized Sales Tax (13.0%)	\$4,624.67
Total	\$40,199.04

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10058	02/07/2021	\$40,199.04	\$0.00	\$40,199.04
			Outstanding Balance	\$40,199.04
			Total Amount Outstanding	\$40,199.04

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10058 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10071
Issued Date: 02/11/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc., Court Appointed Receiver
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
01/04/2021	Receivership - Court Appointed: Send Sun life letter, redirect returned mail.	BM	\$195.00	0.30	\$58.50
01/06/2021	Receivership - Court Appointed: Prepare cheque/cheque requisition, Hydro One.	BM	\$195.00	0.20	\$39.00
01/06/2021	Receivership - Court Appointed: Prepare deposit with deposit requisition Prepare cheque with cheque requisition.	BM	\$195.00	0.40	\$78.00
01/06/2021	Receivership - Court Appointed: Prepare courier F. Zuccaro.	BM	\$195.00	0.30	\$58.50
01/07/2021	Receivership - Court Appointed: Send Enbridge account to Avery Zeidman	BM	\$195.00	0.10	\$19.50
01/07/2021	Receivership - Court Appointed: Sent package re receivership to creditor. Log in Ascend.	BM	\$195.00	0.20	\$39.00
01/08/2021	Receivership - Court Appointed: Review comments provided by Avery Z. re: appraisal and specific use as a food building.	RD	\$395.00	0.53	\$209.35
01/08/2021	Receivership - Court Appointed: Review building report.	RD	\$395.00	0.74	\$292.30

01/08/2021	Receivership - Court Appointed: Email to building inspector requesting back up calculation. Email exchanges and instructions to Josh P. re: building fire safety compliance and equipment appraisal.	RD	\$395.00	0.60	\$237.00
01/08/2021	Receivership - Court Appointed: review safety report. start work on dealing with report issues. Speak with Rick and email for quote.	JP	\$195.00	1.79	\$349.05
01/08/2021	Receivership - Court Appointed: review of building inspection report for Densley and responding to interested parties re Metro	NL	\$295.00	0.91	\$268.45
01/08/2021	Receivership - Court Appointed: Call with Naomi L. re: various matters including cash flow, borrowings, sales process, repairs, etc..	RD	\$395.00	0.35	\$138.25
01/08/2021	Receivership - Court Appointed: Review documents, prepare cheque.	BM	\$195.00	0.40	\$78.00
01/08/2021	Receivership - Court Appointed: Send invoice to A. Zeidman, scan/ send email.	BM	\$195.00	0.30	\$58.50
01/11/2021	Receivership - Court Appointed: Coordinating Fire inspection and repairs	JP	\$195.00	0.47	\$91.65
01/11/2021	Receivership - Court Appointed: review of emails re listing, Metropolitan	NL	\$295.00	1.03	\$303.85
01/11/2021	Receivership - Court Appointed: Email exchanges with Avery Z. and client re: valuation of property. Review quote for fire safety inspection. Email exchanges with Josh P. re: same.	RD	\$395.00	0.88	\$347.60
01/11/2021	Receivership - Court Appointed: Email instructions to Naomi L. re: listing broker.	RD	\$395.00	0.10	\$39.50
01/11/2021	Receivership - Court Appointed: Discuss real property sales process with Naomi L.	RD	\$395.00	0.08	\$31.60
01/11/2021	Receivership - Court Appointed: Look for payment schedule re densley property.	BM	\$195.00	0.10	\$19.50
01/12/2021	Receivership - Court Appointed: responding to emails from interested parties	NL	\$295.00	0.76	\$224.20
01/12/2021	Receivership - Court Appointed: Email exchange with Josh P. re: fire safety inspection.	RD	\$395.00	0.10	\$39.50
01/12/2021	Receivership - Court Appointed: Sun Life correspondence, re send to alternate address.	BM	\$195.00	0.40	\$78.00
01/13/2021	Receivership - Court Appointed: Call with Josh P. regarding company records and assets.	RD	\$395.00	0.19	\$75.05
01/13/2021	Receivership - Court Appointed: Email exchanges with Josh P. re: recipes and assets. Call with liquidator of Metro assets.	RD	\$395.00	0.60	\$237.00
01/13/2021	Receivership - Court Appointed: call w interested party re bid submission	NL	\$295.00	0.82	\$241.90
01/13/2021	Receivership - Court Appointed: Fax letter to Agueci Calabretta.	BM	\$195.00	0.50	\$97.50

01/13/2021	Receivership - Court Appointed: Record disbursement.	BM	\$195.00	0.10	\$19.50
01/14/2021	Receivership - Court Appointed: Review statements received in the mail and provide Brenda instructions.	RD	\$395.00	0.10	\$39.50
01/14/2021	Receivership - Court Appointed: review of emails re listing agent	NL	\$295.00	0.18	\$53.10
01/14/2021	Receivership - Court Appointed: Receive/review response from HSBC. Scan, save to drive.	BM	\$195.00	0.20	\$39.00
01/15/2021	Receivership - Court Appointed: review of emails from interested parties, responding to questions, address deposit need to accompany offer	NL	\$295.00	1.30	\$383.50
01/15/2021	Receivership - Court Appointed: Call with Naomi L. re: listing agreement and sale of assets. Review email from Avery Z. Review related court orders. Draft detailed response. Send email to Josh P. and Brenda M re: disclosure document search in the order. Email building inspector re: forecast cost for roof repairs.	RD	\$395.00	2.01	\$793.95
01/15/2021	Receivership - Court Appointed: Email exchange with Brenda M. re: Intact insurance.	RD	\$395.00	0.10	\$39.50
01/15/2021	Receivership - Court Appointed: Call with Josh P. re: search of records for disclosure documents.	RD	\$395.00	0.26	\$102.70
01/15/2021	Receivership - Court Appointed: Send email to RD re Zuccaro insurance.	BM	\$195.00	0.40	\$78.00
01/16/2021	Receivership - Court Appointed: Review Avery Z. email and email Wendy G.	RD	\$395.00	0.10	\$39.50
01/16/2021	Receivership - Court Appointed: summary of offers received	NL	\$295.00	0.68	\$200.60
01/18/2021	Receivership - Court Appointed: Call Mary Lynn Kentwell at RDS Insurance. Leave message.	BM	\$195.00	0.10	\$19.50
01/18/2021	Receivership - Court Appointed: Speak to Mary Lynn at RDA Insurance. Make cc payment for insurance. Log to expenses.	BM	\$195.00	0.20	\$39.00
01/18/2021	Receivership - Court Appointed: Review - RD email - list of information.	BM	\$195.00	0.20	\$39.00
01/18/2021	Receivership - Court Appointed: Scan and save payment confirmation re insurance.	BM	\$195.00	0.10	\$19.50
01/18/2021	Receivership - Court Appointed: summarizing offers received for assets of metropolitan	NL	\$295.00	0.92	\$271.40
01/18/2021	Receivership - Court Appointed: Insurance cancellation notice, scan and save to drive.	BM	\$195.00	0.10	\$19.50
01/18/2021	Receivership - Court Appointed: Call with Wendy G. Review previous Court orders. Draft email responses to Avery Z. and Frank	RD	\$395.00	0.99	\$391.05

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01/18/2021	Receivership - Court Appointed: Discuss with Naomi L. Metropolitan sale.	RD	\$395.00	0.20	\$79.00
01/19/2021	Receivership - Court Appointed: review of listing agreement w broker for Densley, working on CF forecast to determine next draw required	NL	\$295.00	3.19	\$941.05
01/19/2021	Receivership - Court Appointed: Review and approve letter to CIBC.	RD	\$395.00	0.10	\$39.50
01/19/2021	Receivership - Court Appointed: Review accounting firm invoices. Email exchanges with Avery Z. re: various matters.	RD	\$395.00	0.48	\$189.60
01/19/2021	Receivership - Court Appointed: Review Densley listing agreement. Make amendments to agreement. Send summary of changes to Wendy G. for review.	RD	\$395.00	0.96	\$379.20
01/19/2021	Receivership - Court Appointed: Call CIBC for name of Manager and email address. Prepare letter to CIBC re safety deposit box. Prepare attach for RD to sign. Receive letter back from RD, prep and email to CIBC branch manager.	BM	\$195.00	0.50	\$97.50
01/19/2021	Receivership - Court Appointed: Send package to CIBC Visa re receivership process, by mail.	BM	\$195.00	0.20	\$39.00
01/19/2021	Receivership - Court Appointed: Send Receivership documents to RBC re 863 and F. Zuccaro.	BM	\$195.00	0.20	\$39.00
01/19/2021	Receivership - Court Appointed: Research Caisse Branch. Locate Aurora location. Find addresses on internet. Call for contact information (lengthy). Leave message with branch voice mail. Prepare letter. Prepare attachments.	BM	\$195.00	1.10	\$214.50
01/19/2021	Receivership - Court Appointed: Review with Naomi L. receivership cash flow forecast. Email exchanges with Frank Mendicino re: QB passwords. Email to Josh P. re: info on computer.	RD	\$395.00	0.71	\$280.45
01/20/2021	Receivership - Court Appointed: review of listing proposal and comments from counsel	NL	\$295.00	0.08	\$23.60
01/20/2021	Receivership - Court Appointed: Prepare deposit requisition.	BM	\$195.00	0.10	\$19.50
01/20/2021	Receivership - Court Appointed: Went through all files at Densley looking for CRA and accounting files.	JP	\$195.00	3.52	\$686.40
01/20/2021	Receivership - Court Appointed: Call with Josh P. re: visit to Densley, records on computers, etc...	RD	\$395.00	0.20	\$79.00
01/20/2021	Receivership - Court Appointed: Respond to Avery Z. query re: corvette and vespa.	RD	\$395.00	0.10	\$39.50
01/20/2021	Receivership - Court Appointed: Discuss with Brenda record search for Zuccaro records compliance purposes.	RD	\$395.00	0.10	\$39.50

01/20/2021	Receivership - Court Appointed: Call with Naomi L. re: Metropolitan sale, sale of Densley property, and other matters.	RD	\$395.00	0.56	\$221.20
01/20/2021	Receivership - Court Appointed: Respond to Avery Z. re: queries re: corvette and vespa.	RD	\$395.00	0.19	\$75.05
01/20/2021	Receivership - Court Appointed: Email exchanges with Josh P. re: CRA payroll info requested, inspection report and collection of utility amounts from tenants.	RD	\$395.00	0.34	\$134.30
01/20/2021	Receivership - Court Appointed: Email exchange with Wendy G. re: listing agreement terms.	RD	\$395.00	0.13	\$51.35
01/21/2021	Receivership - Court Appointed: Review listing agreement, make amendments, discuss with Naomi L. and draft email to CBRE.	RD	\$395.00	0.82	\$323.90
01/21/2021	Receivership - Court Appointed: Email response from Avery Z. re: sale of Metropolitan assets. Instructions to Naomi L. and Wendy G.	RD	\$395.00	0.20	\$79.00
01/21/2021	Receivership - Court Appointed: call re Densley, Metropolitan	NL	\$295.00	1.48	\$436.60
01/22/2021	Receivership - Court Appointed: Review and sign receiver borrowing advance statement. Complete receiver borrowing certificate and sign. Send to Hillmount Capital for processing the second Receiver draw on loan.	RD	\$395.00	0.51	\$201.45
01/22/2021	Receivership - Court Appointed: Review all prior correspondence for insurance. Make up spreadsheet as summary. Compose email to Mary Lynn at RDA for assistance with spreadsheet. Review correspondence on second Intact Insurance policy.	BM	\$195.00	1.20	\$234.00
01/22/2021	Receivership - Court Appointed: Review payroll information gathered by Josh P. for CRA.	RD	\$395.00	0.13	\$51.35
01/22/2021	Receivership - Court Appointed: Call with CBRE to review listing agreement and next steps for listing the property for sale. Email exchanges with Josh P. Email building inspector.	RD	\$395.00	1.52	\$600.40
01/22/2021	Receivership - Court Appointed: call w CBRE re listing agreement, providing information to broker, review of bill of sale for Metropolitan and commenting on same	NL	\$295.00	2.00	\$590.00
01/22/2021	Receivership - Court Appointed: Dealing with sewage backup at Densley	JP	\$195.00	1.75	\$341.25
01/22/2021	Receivership - Court Appointed: Review and respond to various emails from Josh P. Email instructions to Naomi L. re: appraisal of King. Email response to CBRE.	RD	\$395.00	0.25	\$98.75
01/22/2021	Receivership - Court Appointed: Review updated listing agreement. Emails to legal counsel and CBRE.	RD	\$395.00	0.38	\$150.10
01/22/2021	Receivership - Court Appointed: Review bill of sale and email exchange with Naomi L and email to Wendy G. with comments.	RD	\$395.00	0.30	\$118.50
01/22/2021	Receivership - Court Appointed: Scan 3 invoices for Frank Zuccaro. Send all to F. Mendicino as per RD.	BM	\$195.00	0.20	\$39.00

01/22/2021	Receivership - Court Appointed: Email exchanges re: information needed by listing agent.	RD	\$395.00	0.18	\$71.10
01/25/2021	Receivership - Court Appointed: Email exchange with Josh P.	RD	\$395.00	0.07	\$27.65
01/25/2021	Receivership - Court Appointed: Sign back listing agreement for Densley. Email exchanges with Wendy G.	RD	\$395.00	0.39	\$154.05
01/25/2021	Receivership - Court Appointed: finalizing listing agreement, Metropolitan sale considerations	NL	\$295.00	0.57	\$168.15
01/25/2021	Receivership - Court Appointed: Review asset purchase agreement. Email exchanges with Josh P.	RD	\$395.00	0.54	\$213.30
01/25/2021	Receivership - Court Appointed: Emails and figuring out vehicle values	JP	\$195.00	0.42	\$81.90
01/25/2021	Receivership - Court Appointed: Email exchanges with Tony Z. and Josh P.	RD	\$395.00	0.30	\$118.50
01/25/2021	Receivership - Court Appointed: Call with Naomi L. re: Metropolitan asset sale.	RD	\$395.00	0.17	\$67.15
01/26/2021	Receivership - Court Appointed: Paperwork re: second receiver loan.	RD	\$395.00	0.11	\$43.45
01/26/2021	Receivership - Court Appointed: Sign listing agreement. Email to broker. Email instructions to Josh P. re: pictures and access.	RD	\$395.00	0.50	\$197.50
01/26/2021	Receivership - Court Appointed: Go through files, locate mail forwarding, financial information to store on drive. Scan, rename, store, file.	BM	\$195.00	1.10	\$214.50
01/26/2021	Receivership - Court Appointed: Locate required billing information. Create invoice. Prepare invoice re hydro and gas for Densley property.	BM	\$195.00	0.50	\$97.50
01/26/2021	Receivership - Court Appointed: Making arrangements for CBRE, showings and pictures. and rewrite asset list	JP	\$195.00	1.17	\$228.15
01/26/2021	Receivership - Court Appointed: working on APA for Metropolitan, working with listing agent for Densley, review of related emails	NL	\$295.00	1.81	\$533.95
01/26/2021	Receivership - Court Appointed: Call with Josh P. re: timing/logistics for showings, pictures for marketing material and fire inspection. Call with CBRE re: timing of showings.	RD	\$395.00	0.53	\$209.35
01/26/2021	Receivership - Court Appointed: Call with Naomi L. re: changes to the Metropolitan agreement.	RD	\$395.00	0.10	\$39.50
01/26/2021	Receivership - Court Appointed: Review documents retrieved from Densley and mail re: document disclosure requirements in Court orders. Email to Wendy G. re: document disclosure process.	RD	\$395.00	1.32	\$521.40
01/26/2021	Receivership - Court Appointed: Call with building inspector re: roof estimate in report. Email update to CBRE. Email exchanges between CBRE and DLI and inspector.	RD	\$395.00	0.43	\$169.85
01/26/2021	Receivership - Court Appointed: Scan documents into our drive.	TP	\$195.00	0.50	\$97.50

01/27/2021	Receivership - Court Appointed: Emails to Avery Z. and Frank Mendicino re: document disclosures.	RD	\$395.00	0.38	\$150.10
01/27/2021	Receivership - Court Appointed: Disbursement to Drew MacMartin re King Road property.	BM	\$195.00	0.20	\$39.00
01/27/2021	Receivership - Court Appointed: fire inspection and food garbage and Service Canada for Corvette and scooter paperwork	JP	\$195.00	4.43	\$863.85
01/27/2021	Receivership - Court Appointed: Review final building inspection report with amendments. Email CBRE.	RD	\$395.00	0.44	\$173.80
01/27/2021	Receivership - Court Appointed: working on material for listing agent, finalizing APA for metropolitan	NL	\$295.00	0.60	\$177.00
01/27/2021	Receivership - Court Appointed: Review city of toronto notice. Review email exchanges between legal and CBRE re: schedule A.	RD	\$395.00	0.09	\$35.55
01/27/2021	Receivership - Court Appointed: Went to to get pictures of vehicle ownerships for Naomi.	JP	\$195.00	0.78	\$152.10
01/27/2021	Receivership - Court Appointed: Review various emails.	RD	\$395.00	0.05	\$19.75
01/27/2021	Receivership - Court Appointed: Email to Avery Z. re appraisal for King.	RD	\$395.00	0.06	\$23.70
01/28/2021	Receivership - Court Appointed: finalizing APA for purchaser of Metro assets, responding to other emails	NL	\$295.00	0.80	\$236.00
01/28/2021	Receivership - Court Appointed: Send Fax to Desjardins. Retrieve confirmation, scan, save to drive.	BM	\$195.00	0.20	\$39.00
01/28/2021	Receivership - Court Appointed: Pictures for sale of 76 Densley, some garbage, emails.	JP	\$195.00	2.54	\$495.30
01/28/2021	Receivership - Court Appointed: Post deposit	BM	\$195.00	0.10	\$19.50
01/28/2021	Receivership - Court Appointed: Post loan advance and expenses from Hillmount Capital.	BM	\$195.00	0.10	\$19.50
01/28/2021	Receivership - Court Appointed: Provide cloud access to document disclosure folder.	RD	\$395.00	0.20	\$79.00
01/28/2021	Receivership - Court Appointed: Discussion with Brenda M.	RD	\$395.00	0.10	\$39.50
01/28/2021	Receivership - Court Appointed: Dealing with City construction and emails.	JP	\$195.00	0.18	\$35.10
01/29/2021	Receivership - Court Appointed: Email exchanges with Equitable Bank.	RD	\$395.00	0.16	\$63.20
01/29/2021	Receivership - Court Appointed: Review, sign and send mls data listing sheet to CBRE.	RD	\$395.00	0.23	\$90.85
01/29/2021	Receivership - Court Appointed: Met with City representative to take pictures for construction commencing Feb. 8	JP	\$195.00	1.63	\$317.85
01/29/2021	Receivership - Court Appointed: Review of emails re Densley and King (re appraisal)	NL	\$295.00	0.20	\$59.00

01/29/2021	Receivership - Court Appointed: Review legal invoice. Prepare cheque requisition. Prepare disbursement. Prepare cheque.	BM	\$195.00	0.15	\$29.25
02/01/2021	Receivership - Court Appointed: discussion re next steps w Josh re fire inspection	NL	\$295.00	0.52	\$153.40
02/01/2021	Receivership - Court Appointed: Prepare mailing for Drew MacMartin.	BM	\$195.00	0.20	\$39.00
02/01/2021	Receivership - Court Appointed: Revise invoice, finalize and send to Josh for distribution.	BM	\$195.00	0.30	\$58.50
02/02/2021	Receivership - Court Appointed: Prepare January payment re mortgage, interest and tax. Review December and Jan. 5th payments.	BM	\$195.00	0.30	\$58.50
02/02/2021	Receivership - Court Appointed: review of queries from listing agent	NL	\$295.00	0.07	\$20.65
02/03/2021	Receivership - Court Appointed: Deposit requisition completion.	BM	\$195.00	0.10	\$19.50
02/03/2021	Receivership - Court Appointed: update w agent re Densley property listing	NL	\$295.00	0.27	\$79.65
02/04/2021	Receivership - Court Appointed: call w Josh and follow up with CBRE re listing	NL	\$295.00	0.33	\$97.35
Services Subtotal					\$20,209.45

Disbursements

Date	Description	Rate	Quantity	Total
09/04/2020	Courier: Letters by courier to CIBC and TD Bank.	\$21.34	1.00	\$21.34
01/06/2021	Courier: Courier to F. Zuccaro.	\$25.00	1.00	\$25.00
01/10/2021	Search Charges	\$47.64	1.00	\$47.64
01/10/2021	Locksmith: alarm for Densley storage unit	\$145.00	1.00	\$145.00
01/18/2021	Insurance Paid: Insurance for F Zuccaro. Paid by credit card to obtain reinstatement.	\$729.52	1.00	\$729.52
Expenses Subtotal				\$968.50

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		18.52	\$295.00	\$5,463.40
Josh Pearson		18.68	\$195.00	\$3,642.60
Rahn Dodick	LIT, CPA, President	22.26	\$395.00	\$8,792.70
Brenda McKnight	Para Professional	11.35	\$195.00	\$2,213.25
Talya Psek	Para Professional	0.5	\$195.00	\$97.50

Subtotal	\$21,177.95
Harmonized Sales Tax (13.0%)	\$2,753.13
Total	\$23,931.08
Payment (02/11/2021)	-\$23,931.08
Balance Owing	\$0.00

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10084	04/01/2021	\$16,695.63	\$0.00	\$16,695.63

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10071	02/19/2021	\$23,931.08	\$23,931.08	\$0.00
			Outstanding Balance	\$16,695.63
			Total Amount Outstanding	\$16,695.63

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

DODICK LANDAU

Invoice # 10072
Issued Date: 02/11/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
26 Milford Ave
Toronto, Ontario
M6M 2V8

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: MET-111720-AZ

Date	Description	Name	Hourly Rate	Hours	Total
01/04/2021	Receivership - Court Appointed: Set up and print, Proof of Claim and Proxy forms. Send to creditor.	BM	\$195.00	0.50	\$97.50
01/04/2021	Receivership - Court Appointed: Call Paul Lindzon, send email to RD and NL.	BM	\$195.00	0.20	\$39.00
01/05/2021	Receivership - Court Appointed: Send out miscellaneous Receivership documents re Metropolitan.	BM	\$195.00	0.70	\$136.50
01/07/2021	Receivership - Court Appointed: Send package re receivership to 2 creditors for Metropolitan.	BM	\$195.00	0.30	\$58.50
01/07/2021	Receivership - Court Appointed: Send 2 packages to creditors with Receivership documents. Update Ascend.	BM	\$195.00	0.30	\$58.50
01/12/2021	Receivership - Court Appointed: Phone with Naomi and emails booking appointments On site meeting with Mark from Ed's real scoop and Rick from Sicilian Ice cream	JP	\$195.00	2.53	\$493.35
01/12/2021	Receivership - Court Appointed: Letter to Agueci Calabretta (For TD) re F. Zuccaro. Look up CIBC branch.	BM	\$195.00	0.70	\$136.50
01/13/2021	Receivership - Court Appointed: Met with Parry of Nani's Gelato.	JP	\$195.00	5.22	\$1,017.90

Went through hidden skid to find computers and manuals.
Went through computers to find finance data and recipes.

01/14/2021	Receivership - Court Appointed: Show equipment to Cyril of Primus and Perry of aquifer	JP	\$195.00	2.23	\$434.85
01/14/2021	Receivership - Court Appointed: Receive outstanding invoice, send receivership package to G1 Canada.	BM	\$195.00	0.30	\$58.50
01/15/2021	Receivership - Court Appointed: Meeting with AI from Soorty's to show equipment Go back to get machine names for Cyril	JP	\$195.00	1.75	\$341.25
01/19/2021	Receivership - Court Appointed: Review sales process of assets in storage. Prepare detailed summary and send to applicant. Review various other emails.	RD	\$395.00	0.73	\$288.35
01/19/2021	Receivership - Court Appointed: Review CRA payroll statement and email exchanges Josh P. to look for payroll information in records. Email to Mr. Mendicino re: QB password access.	RD	\$395.00	0.34	\$134.30
01/19/2021	Receivership - Court Appointed: Emails, calls, search for accounting and T4, deal with roof	JP	\$195.00	0.84	\$163.80
01/20/2021	Receivership - Court Appointed: cash flow to determine Receiver's borrowings	NL	\$295.00	2.30	\$678.50
01/20/2021	Receivership - Court Appointed: Scan and save Bell Equipment Record for Metropolitan. Save to drive. Set up file and save in file.	BM	\$195.00	0.10	\$19.50
01/20/2021	Receivership - Court Appointed: Work on payroll numbers for CRA and filling out the form	JP	\$195.00	1.75	\$341.25
01/21/2021	Receivership - Court Appointed: Scanning computer, fire inspection planning and CRA form	JP	\$195.00	1.00	\$195.00
01/22/2021	Receivership - Court Appointed: searching for files and dealing with emails	JP	\$195.00	1.22	\$237.90
01/22/2021	Receivership - Court Appointed: Letter to CRA regarding HST returns.	BM	\$195.00	0.40	\$78.00
01/25/2021	Receivership - Court Appointed: Comparing and updating asset list	JP	\$195.00	2.09	\$407.55
02/04/2021	Receivership - Court Appointed: Go through documents marked as "unpaid bills". Note each liability in creditors list.	BM	\$195.00	0.60	\$117.00
02/04/2021	Receivership - Court Appointed: Prepare and send out creditors package. Add to creditors list. Take to mail.	BM	\$195.00	0.20	\$39.00
02/04/2021	Receivership - Court Appointed: Go through mail received, add creditors to creditor list.	BM	\$195.00	0.10	\$19.50

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		2.3	\$295.00	\$678.50
Josh Pearson		18.63	\$195.00	\$3,632.85
Rahn Dodick	LIT, CPA, President	1.07	\$395.00	\$422.65
Brenda McKnight	Para Professional	4.4	\$195.00	\$858.00
			Subtotal	\$5,592.00
			Harmonized Sales Tax (13.0%)	\$726.96
			Total	\$6,318.96
			Payment (02/11/2021)	-\$6,318.96
			Balance Owing	\$0.00

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10084	04/01/2021	\$16,695.63	\$0.00	\$16,695.63

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10072	02/19/2021	\$6,318.96	\$6,318.96	\$0.00
			Outstanding Balance	\$16,695.63
			Total Amount Outstanding	\$16,695.63

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

DODICK LANDAU

Invoice # 10084
Issued Date: 03/02/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
02/06/2021	Receivership - Court Appointed: Review CBRE marketing material and weekly report.	RD	\$395.00	0.16	\$63.20
02/08/2021	Receivership - Court Appointed: Email exchange with CBRE.	RD	\$395.00	0.10	\$39.50
02/08/2021	Receivership - Court Appointed: Scan two documents for forwarding to Frank Zuccaro. Send to F Mendicino. File.	BM	\$195.00	0.10	\$19.50
02/08/2021	Receivership - Court Appointed: Review HST account. File January HST on RT0001 account.	BM	\$195.00	0.10	\$19.50
02/08/2021	Receivership - Court Appointed: Letter to CRA to open an RT0002 account.	BM	\$195.00	0.30	\$58.50
02/08/2021	Receivership - Court Appointed: Email exchanges with Brenda M. re: HST.	RD	\$395.00	0.03	\$11.85
02/08/2021	Receivership - Court Appointed: Research re landlords and HST. Speak to third party. Research website.	BM	\$195.00	0.40	\$78.00
02/08/2021	Receivership - Court Appointed: discussion w RD re next steps	NL	\$295.00	0.09	\$26.55

02/09/2021	Receivership - Court Appointed: call with Purchaser re APA for Metropolitan, call w Environmental report preparer	NL	\$295.00	0.44	\$129.80
02/09/2021	Receivership - Court Appointed: Review S2S message and email exchange with CBRE.	RD	\$395.00	0.13	\$51.35
02/11/2021	Receivership - Court Appointed: review of emails and King street appraisal	NL	\$295.00	0.25	\$73.75
02/11/2021	Receivership - Court Appointed: Email update. Send instructions to Brenda M. Intact insurance payment issue.	RD	\$395.00	0.43	\$169.85
02/12/2021	Receivership - Court Appointed: Email exchanges.	RD	\$395.00	0.10	\$39.50
02/12/2021	Receivership - Court Appointed: Look up payment information for Equitable Bank. Prepare cheque requisition, prepare cheque entry. Print cheque. Create labels for envelopes for this payment.	BM	\$195.00	0.30	\$58.50
02/12/2021	Receivership - Court Appointed: review of emails, discussion re Metropolitan, mortgage on Densley	NL	\$295.00	0.35	\$103.25
02/12/2021	Receivership - Court Appointed: Scan Nivi invoice and save to Disclosure Documents. Record as liability in estate of Frank Zuccaro.	BM	\$195.00	0.20	\$39.00
02/12/2021	Receivership - Court Appointed: Send Enbridge bill to Larissa at Zeidman Law. Send Hydro ONE bill to Frank Mendicino. File originals.	BM	\$195.00	0.30	\$58.50
02/12/2021	Receivership - Court Appointed: Review update from CBRE and return questions. Update applicant. Exchange emails.	RD	\$395.00	0.30	\$118.50
02/12/2021	Receivership - Court Appointed: Email exchange with equitable bank. Review and sign cheque for mortgage.	RD	\$395.00	0.10	\$39.50
02/14/2021	Receivership - Court Appointed: Rent deposits. Review redirected mail.	RD	\$395.00	0.20	\$79.00
02/16/2021	Receivership - Court Appointed: Research foreign banks. Review letters for which a reply was not received. Re-print original document to assist with follow up.	BM	\$195.00	1.50	\$292.50
02/16/2021	Receivership - Court Appointed: Email exchanges with Josh P. re: preparation of 2019 T4s.	RD	\$395.00	0.12	\$47.40
02/16/2021	Receivership - Court Appointed: call re coordinating farm visit	NL	\$295.00	0.92	\$271.40
02/17/2021	Receivership - Court Appointed: follow up re Metropolitan, and access to the farm	NL	\$295.00	0.36	\$106.20
02/17/2021	Receivership - Court Appointed: Phone calls and emails with Milena and Rahn regarding T4s	JP	\$195.00	0.75	\$146.25
02/17/2021	Receivership - Court Appointed: Emails and phone calls with Naomi and Milena RE farm visit	JP	\$195.00	0.25	\$48.75

02/17/2021	Receivership - Court Appointed: Record disbursement	BM	\$195.00	0.10	\$19.50
02/17/2021	Receivership - Court Appointed: Discuss various matters with Brenda M.	RD	\$395.00	0.20	\$79.00
02/17/2021	Receivership - Court Appointed: Return deposit to offeror. Instruct Brenda M. re: letter to tenant re: rent.	RD	\$395.00	0.10	\$39.50
02/17/2021	Receivership - Court Appointed: Discuss Intact insurance invoice with RD.	BM	\$195.00	0.10	\$19.50
02/17/2021	Receivership - Court Appointed: Speak to RD re deposits to be refunded.	BM	\$195.00	0.10	\$19.50
02/17/2021	Receivership - Court Appointed: See RD re banks in Toronto to send letter to.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Email to RD re insurance payment.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Searched Densley for files and met with Milena to pass them on and get the key for the Farm	JP	\$195.00	1.68	\$327.60
02/18/2021	Receivership - Court Appointed: Email exchange with Brenda M. re: insurance.	RD	\$395.00	0.03	\$11.85
02/18/2021	Receivership - Court Appointed: Call the Insurance Broker re Intact policy. Discuss payment monthly/in full. Email to Trustee.	BM	\$195.00	0.40	\$78.00
02/18/2021	Receivership - Court Appointed: Review sales process documents to determine deposits received.	BM	\$195.00	0.30	\$58.50
02/18/2021	Receivership - Court Appointed: Review summary of insurance. Send RD insurance summary.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Talk to W. Reuger at CRA on telephone re group of companies, returns required, etc. re 863704, Metropolitan, Orracuz, Frank Zuccaro. Send W. Reuger email with court order and request to open RT0002 account. Send email to RD re books and records.	BM	\$195.00	1.10	\$214.50
02/18/2021	Receivership - Court Appointed: Call with Brenda M. re: CRA matters.	RD	\$395.00	0.13	\$51.35
02/18/2021	Receivership - Court Appointed: Email response to Josh P.	RD	\$395.00	0.10	\$39.50
02/18/2021	Receivership - Court Appointed: Review CRA accounts. Send in email to all.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Receive payment confirmation re insurance. Scan and save to drive.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Record deposit from requisition.	BM	\$195.00	0.10	\$19.50
02/18/2021	Receivership - Court Appointed: Record deposit from requisition.	BM	\$195.00	0.10	\$19.50
02/19/2021	Receivership - Court Appointed: Drive up to farm for appraisal. Had to wait as appraiser was late	JP	\$195.00	4.37	\$852.15
02/19/2021	Receivership - Court Appointed: Review information on drive for	BM	\$195.00	0.20	\$39.00

	real property. Send RD email re King ST tenant contact information.				
02/19/2021	Receivership - Court Appointed: Review email re: prep of T4's. Review email update from CBRE.	RD	\$395.00	0.09	\$35.55
02/21/2021	Receivership - Court Appointed: Dropped off key and picked up T4s from Milena	JP	\$195.00	1.00	\$195.00
02/22/2021	Receivership - Court Appointed: Drop off T4s with Rahn and drop paperwork at Densley	JP	\$195.00	1.00	\$195.00
02/22/2021	Receivership - Court Appointed: Call with Josh P. Approve rent deposit. Review Russo statement of claim and related email string. Email Wendy G. with instructions. Review T4's prepared for 2019 and provide instructions to Brenda M.	RD	\$395.00	0.62	\$244.90
02/22/2021	Receivership - Court Appointed: Letter to tenant at King residence requiring cheques for rent.	BM	\$195.00	0.50	\$97.50
02/22/2021	Receivership - Court Appointed: Letter to Italian Credit Union re accounts and/or deposits on hand.	BM	\$195.00	0.50	\$97.50
02/22/2021	Receivership - Court Appointed: Scan insurance documents from Intact Insurance. Send scan to F. Mendicino as per RD.	BM	\$195.00	0.20	\$39.00
02/22/2021	Receivership - Court Appointed: Record two invoices from Waste Management for Metropolitan. Save to disclosure documents. Record two invoices for Frank Zuccaro. Scan. Save to disclosure documents.	BM	\$195.00	0.30	\$58.50
02/22/2021	Receivership - Court Appointed: call w Josh	NL	\$295.00	0.08	\$23.60
02/22/2021	Receivership - Court Appointed: Scan documents, update list of creditors. Save to drive.	BM	\$195.00	0.10	\$19.50
02/22/2021	Receivership - Court Appointed: Call with Naomi L. re: various matters.	RD	\$395.00	0.24	\$94.80
02/22/2021	Receivership - Court Appointed: discussion re o/s items	NL	\$295.00	0.08	\$23.60
02/23/2021	Receivership - Court Appointed: update re Metropolitan sale	NL	\$295.00	0.11	\$32.45
02/23/2021	Receivership - Court Appointed: Respond to email from CBRE.	RD	\$395.00	0.08	\$31.60
02/23/2021	Receivership - Court Appointed: Look up relevant information. Prepare RC342 forms for CRA re corporate returns exemption.	BM	\$195.00	0.60	\$117.00
02/23/2021	Receivership - Court Appointed: Look up relevant information. Prepare RC342 forms for CRA re corporate returns exemption.	BM	\$195.00	0.50	\$97.50
02/23/2021	Receivership - Court Appointed: Review letter from legal counsel and responding letter from Baker.	RD	\$395.00	0.07	\$27.65
02/23/2021	Receivership - Court Appointed: Re-send letters to those who have not replied. Re-print, request response, scan, save.	BM	\$195.00	0.70	\$136.50

02/24/2021	Receivership - Court Appointed: Dealing with roof leaks at Densley	JP	\$195.00	2.50	\$487.50
02/24/2021	Receivership - Court Appointed: Call with Josh P. re: roof repair.	RD	\$395.00	0.20	\$79.00
02/24/2021	Receivership - Court Appointed: Email exchanges with Josh P. Email to Andrea Pember re: roof leak. Email exchange with Wendy G.	RD	\$395.00	0.29	\$114.55
02/24/2021	Receivership - Court Appointed: Talk to RD re direction and letters.. Revise and send letter by email to Italian Credit Union. Scan and save to drive. Letter to Tenant, finalize letter and prepare for delivery.	BM	\$195.00	0.60	\$117.00
02/24/2021	Receivership - Court Appointed: Discuss tax implications with RD. Receive instructions.	BM	\$195.00	0.30	\$58.50
02/24/2021	Receivership - Court Appointed: Discuss with Brenda M. preparation of tax returns.	RD	\$395.00	0.20	\$79.00
02/24/2021	Receivership - Court Appointed: Email exchange with Josh re: delivery of letter to King.	RD	\$395.00	0.11	\$43.45
02/25/2021	Receivership - Court Appointed: Discuss roof repair with Josh P. Review and sign 2019 T4 summary and provide instructions to Brenda M. Review correspondence re: Russo claim.	RD	\$395.00	0.13	\$51.35
02/25/2021	Receivership - Court Appointed: Receive Metropolitan T4's for 2019. Prepare for mailing. Send summary to RD for signature. Speak to W.Rueger at CRA. Scan, save to drive.	BM	\$195.00	0.60	\$117.00
02/25/2021	Receivership - Court Appointed: coordinating return of refunds re Metro sales process	NL	\$295.00	0.13	\$38.35
02/25/2021	Receivership - Court Appointed: Send NL email re sales process. Receive response. Review documents re sales process. Prepare deposit requisitions and cheque requisitions.	BM	\$195.00	0.50	\$97.50
02/25/2021	Receivership - Court Appointed: Enter deposit from requisition.	BM	\$195.00	0.10	\$19.50
02/26/2021	Receivership - Court Appointed: Meet roofer at Densley and drop off papers at King basement	JP	\$195.00	1.74	\$339.30
02/26/2021	Receivership - Court Appointed: Set up tax file. Assemble all documents as possible.	BM	\$195.00	0.80	\$156.00
02/26/2021	Receivership - Court Appointed: Set up tax file. Assemble all documents as possible.	BM	\$195.00	0.80	\$156.00
02/26/2021	Receivership - Court Appointed: Call with Naomi L.	RD	\$395.00	0.10	\$39.50
02/26/2021	Receivership - Court Appointed: Continue assembling information for income tax returns.	BM	\$195.00	0.50	\$97.50
02/26/2021	Receivership - Court Appointed: Scan and save two tax slips for F. Zuccaro. Send to Mr. Mendicino. Redact SIN field and save copies to drive.	BM	\$195.00	0.20	\$39.00

02/26/2021	Receivership - Court Appointed: Send property tax bill to Larissa at Zeidman law re Saint Francis Ave property.	BM	\$195.00	0.10	\$19.50
02/26/2021	Receivership - Court Appointed: discussion w purchaser re transaction for Metropolitan and deadline extension request	NL	\$295.00	0.29	\$85.55
02/26/2021	Receivership - Court Appointed: Review invoice from WSIB, note already included in creditors list for Metropolitan. File.	BM	\$195.00	0.10	\$19.50
03/01/2021	Receivership - Court Appointed: Review redirected mail.	RD	\$395.00	0.05	\$19.75
03/01/2021	Receivership - Court Appointed: discussion re sale of Densley	NL	\$295.00	0.51	\$150.45
03/01/2021	Receivership - Court Appointed: Discuss sale of Densley.	RD	\$395.00	0.10	\$39.50
03/01/2021	Receivership - Court Appointed: Email response to Frank Z.	RD	\$395.00	0.14	\$55.30
03/01/2021	Receivership - Court Appointed: Email exchange re: fire safety review for Densley.	RD	\$395.00	0.04	\$15.80
03/01/2021	Receivership - Court Appointed: Email exchange with CBRE.	RD	\$395.00	0.20	\$79.00
03/02/2021	Receivership - Court Appointed: Review offers and email CBRE. Discuss with Naomi L.	RD	\$395.00	0.47	\$185.65
03/02/2021	Receivership - Court Appointed: review of offer matrix, call with agent	NL	\$295.00	0.16	\$47.20
03/02/2021	Receivership - Court Appointed: Receive information from Agueci & Calabretta as requested re TD Bank. Review. Save to drive. Send to RD.	BM	\$195.00	0.20	\$39.00
03/02/2021	Receivership - Court Appointed: meeting w potential purchaser, call w agents re sale of Densley, first round outcome	NL	\$295.00	2.22	\$654.90
03/02/2021	Receivership - Court Appointed: Meeting with prospective purchaser of metro assets.	RD	\$395.00	1.10	\$434.50
03/02/2021	Receivership - Court Appointed: Call with CBRE to review offers.	RD	\$395.00	0.80	\$316.00
03/02/2021	Receivership - Court Appointed: Email to legal counsel re: Densley offers and Metropolitan asset sale.	RD	\$395.00	0.40	\$158.00
03/02/2021	Receivership - Court Appointed: Review correspondence from TD and provide instructions to Brenda M.	RD	\$395.00	0.23	\$90.85
03/02/2021	Receivership - Court Appointed: Record additional creditors thought to be owing funds by Metropolitan. Add 7 creditors.	BM	\$195.00	0.50	\$97.50
03/02/2021	Receivership - Court Appointed: Review detailed offers received for Densley.	RD	\$395.00	1.30	\$513.50
Services Subtotal					\$10,894.15

Disbursements

Date	Description	Rate	Quantity	Total
02/11/2021	Insurance Paid: 863 Insurance paid by CC to avoid cancelation of	\$729.52	1.00	\$729.52

	policy			
02/12/2021	Automotive Repairs and Maintenance: cost for ownerships and vehicle packages for corvette and vespa	\$76.00	1.00	\$76.00
02/17/2021	Bank Fees: wire fee re: return funds to offeror	\$17.50	1.00	\$17.50
02/18/2021	Insurance Paid: Payment for insurance to end of policy for intact insurance policy #744555339 Paid by credit card	\$3,048.12	1.00	\$3,048.12
02/24/2021	Postage: Send out reminder letters, 5 x 1.92 plus HST	\$9.60	1.00	\$9.60
			Expenses Subtotal	\$3,880.74

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		5.99	\$295.00	\$1,767.05
Josh Pearson		13.29	\$195.00	\$2,591.55
Rahn Dodick	LIT, CPA, President	9.19	\$395.00	\$3,630.05
Brenda McKnight	Para Professional	14.9	\$195.00	\$2,905.50
			Subtotal	\$14,774.89
			Harmonized Sales Tax (13.0%)	\$1,920.74
			Total	\$16,695.63

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10084	04/01/2021	\$16,695.63	\$0.00	\$16,695.63
			Outstanding Balance	\$16,695.63
			Total Amount Outstanding	\$16,695.63

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10084 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10096
Issued Date: 04/05/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
03/03/2021	Receivership - Court Appointed: follow up re Metropolitan sale transaction	NL	\$295.00	0.49	\$144.55
03/03/2021	Receivership - Court Appointed: Record disbursement.	BM	\$195.00	0.30	\$58.50
03/03/2021	Receivership - Court Appointed: Call with Naomi L. re: correspondence with purchaser. Email exchange with Wendy G. Call with Wendy G.	RD	\$395.00	0.33	\$130.35
03/03/2021	Receivership - Court Appointed: Record 407 invoice and note in disclosure documents.	BM	\$195.00	0.10	\$19.50
03/03/2021	Receivership - Court Appointed: Receive mail from Hagerty Insurance. Determine if payable.	BM	\$195.00	0.10	\$19.50
03/03/2021	Receivership - Court Appointed: Prepare cheque/deposit requisitions. Record entries in re sales process and reimbursements.	BM	\$195.00	0.50	\$97.50
03/03/2021	Receivership - Court Appointed: Call with Naomi L. re: sale of Densley and equipment. Email to CBRE re: Court hearing process.	RD	\$395.00	0.45	\$177.75

03/04/2021	Receivership - Court Appointed: Email exchange with CBRE and review their sales process data.	RD	\$395.00	0.18	\$71.10
03/04/2021	Receivership - Court Appointed: Prepare for mailing, refund to C3 Crescent Commercial Corp.	BM	\$195.00	0.30	\$58.50
03/04/2021	Receivership - Court Appointed: Prepare cheque for property taxes, Send email to Avery and Larissa. Prepare mailing.	BM	\$195.00	0.30	\$58.50
03/04/2021	Receivership - Court Appointed: Prepare cheque req and cheque for Haggerty Insurance. Prepare mailing documents.	BM	\$195.00	0.30	\$58.50
03/04/2021	Receivership - Court Appointed: Email exchanges with Josh P. and Andrea P.	RD	\$395.00	0.10	\$39.50
03/04/2021	Receivership - Court Appointed: Collection of March 2021 rent.	RD	\$395.00	0.28	\$110.60
03/05/2021	Receivership - Court Appointed: Respond to CBRE's questions posed by prospective offeror.	RD	\$395.00	0.15	\$59.25
03/05/2021	Receivership - Court Appointed: Calls and email exchanges to/ with Frank P. and CBRE team. Review offers received and call with CBRE. Email to legal counsel, review comments and send to CBRE. Review updated offer matrix. Review final APS and sign.	RD	\$395.00	3.95	\$1,560.25
03/05/2021	Receivership - Court Appointed: Download and try to open QB file for accounting of Metropolitan. No PW. Review Agueci Calabretta correspondence. Create spreadsheet from correspondence re 2020 accounting. Look for additional information re 2019.	BM	\$195.00	3.10	\$604.50
03/05/2021	Receivership - Court Appointed: Look for information for 863704 corporate taxes. Make notes re income and expenses.	BM	\$195.00	0.50	\$97.50
03/05/2021	Receivership - Court Appointed: discussion re outcome of sales process	NL	\$295.00	1.01	\$297.95
03/08/2021	Receivership - Court Appointed: Email exchanges with third party claimant. Instructions to Josh P. to transfer ownerships of vehicles to DLI. Call with transferee and Josh P.	RD	\$395.00	0.79	\$312.05
03/08/2021	Receivership - Court Appointed: Emails and calls RE: Corvette, food and roof with Rahn. (Rocco)	JP	\$195.00	0.34	\$66.30
03/08/2021	Receivership - Court Appointed: Visit Densley to get paperwork for vehicles and go to Service Ontario to try to register them to DLI and follow up phone calls	JP	\$195.00	3.20	\$624.00
03/08/2021	Receivership - Court Appointed: Review and sign documents re: sale of Densley. Email exchange with Allison G.	RD	\$395.00	0.28	\$110.60
03/08/2021	Receivership - Court Appointed: Review Zuccaro affidavit re: Russo motion to lift stay.	RD	\$395.00	0.14	\$55.30

03/09/2021	Receivership - Court Appointed: call re personal property on the premises	NL	\$295.00	0.19	\$56.05
03/09/2021	Receivership - Court Appointed: Prepare cheque req & cheque for Viking Fire Protection Inc.	BM	\$195.00	0.20	\$39.00
03/10/2021	Receivership - Court Appointed: Posting, Rental income from Mauro Ritacca Rental income from District Ventures	BM	\$195.00	0.20	\$39.00
03/10/2021	Receivership - Court Appointed: Discuss with Brenda Equitable cheques.	RD	\$395.00	0.03	\$11.85
03/10/2021	Receivership - Court Appointed: Review and approve disbursements.	RD	\$395.00	0.06	\$23.70
03/10/2021	Receivership - Court Appointed: Discuss with Brend M. tax returns which need to be prepared.	RD	\$395.00	0.16	\$63.20
03/10/2021	Receivership - Court Appointed: See RD re cheque Viking Fire, Hagerty and City of Vaughan. Prepare all cheque for mailing.	BM	\$195.00	0.40	\$78.00
03/10/2021	Receivership - Court Appointed: See RD re Agueci & Calabretta letter. Get signature. Send via fax.	BM	\$195.00	0.20	\$39.00
03/10/2021	Receivership - Court Appointed: Talk to RD re cheques to Equitable Bank.	BM	\$195.00	0.10	\$19.50
03/10/2021	Receivership - Court Appointed: Discuss income tax issues and documents available for 863407 and Metropolitan.	BM	\$195.00	0.30	\$58.50
03/11/2021	Receivership - Court Appointed: Receive Proof of Claim re Joseph and Vito Zuccaro. Send additional proof of claim form to lawyer Lluc Cerda. Request additional information re Proof of Claims filed.	BM	\$195.00	0.50	\$97.50
03/11/2021	Receivership - Court Appointed: Prepare two cheques for Densley mortgage payment. Prepare labels for mailing.	BM	\$195.00	0.30	\$58.50
03/11/2021	Receivership - Court Appointed: responding to emails	NL	\$295.00	0.24	\$70.80
03/12/2021	Receivership - Court Appointed: Call with Brenda M. re: Equitable Bank. Call with Rocco D. re: transfer of vehicle back to Receivership.	RD	\$395.00	0.20	\$79.00
03/12/2021	Receivership - Court Appointed: Sale of Densley - email exchanges with legal counsel and CBRE.	RD	\$395.00	0.09	\$35.55
03/12/2021	Receivership - Court Appointed: Email exchange with Wendy G. re: court approval of sale of Densley.	RD	\$395.00	0.22	\$86.90
03/12/2021	Receivership - Court Appointed: Scan Acknowledgement & Direction. Locate file on drive. Save. File.	BM	\$195.00	0.20	\$39.00
03/12/2021	Receivership - Court Appointed: Scan signed Receivers Certificate.	BM	\$195.00	0.10	\$19.50

Save to drive.					
03/12/2021	Receivership - Court Appointed: Scan documents, save to drive.	BM	\$195.00	0.10	\$19.50
03/15/2021	Receivership - Court Appointed: Email exchanges with legal counsel re: timing of attending in Court.	RD	\$395.00	0.38	\$150.10
03/15/2021	Receivership - Court Appointed: Update Hillmount re: sale of Densley property.	RD	\$395.00	0.18	\$71.10
03/15/2021	Receivership - Court Appointed: Review NDA re: court hearing. Email to Wendy G. with questions. Review appraisal of property.	RD	\$395.00	0.62	\$244.90
03/15/2021	Receivership - Court Appointed: Review BMO Gateway online for tax documents.	RD	\$395.00	0.10	\$39.50
03/16/2021	Receivership - Court Appointed: Review emails between counsel re: consent to approval and vesting order.	RD	\$395.00	0.22	\$86.90
03/16/2021	Receivership - Court Appointed: Email exchanges with legal counsel and CBRE.	RD	\$395.00	0.12	\$47.40
03/17/2021	Receivership - Court Appointed: Post-dated cheque - prepare deposit requisition. Post to account..	BM	\$195.00	0.10	\$19.50
03/17/2021	Receivership - Court Appointed: Review and sign mortgage payments.	RD	\$395.00	0.10	\$39.50
03/17/2021	Receivership - Court Appointed: next steps re closing of sale of building and metropolitan assets	NL	\$295.00	0.26	\$76.70
03/17/2021	Receivership - Court Appointed: Discuss state of sale of Densley and Metro assets with Naomi L.	RD	\$395.00	0.20	\$79.00
03/18/2021	Receivership - Court Appointed: Email to Frank M.	RD	\$395.00	0.10	\$39.50
03/19/2021	Receivership - Court Appointed: Review email from Avery Z. and changes made to NDA. Respond to Wendy G. Call with Tony Z.	RD	\$395.00	0.10	\$39.50
03/22/2021	Receivership - Court Appointed: Receive Proof of Claim forms. Print claims and statement of claims. Assemble. Add Schedule A requirements to Proof of Claim for Metropolitan, print and assemble.	BM	\$195.00	0.50	\$97.50
03/23/2021	Receivership - Court Appointed: Prepare cheque requisition. Prepare disbursement. Prepare labels and mailing documents.	BM	\$195.00	0.30	\$58.50
03/23/2021	Receivership - Court Appointed: Call with Dave Oswald. Search for cottage property tax information and email response to Milena Zuccaro. Review email from Wendy G.	RD	\$395.00	0.35	\$138.25
03/23/2021	Receivership - Court Appointed: Various email exchanges with Brenda M. re: payment of property taxes, letter to RBC requesting information on account and review files on drive.	RD	\$395.00	0.33	\$130.35
03/23/2021	Receivership - Court Appointed: Look up previous payments to	BM	\$195.00	0.20	\$39.00

	City of Vaughan. Prepare cheque requisition. Prepare cheque, print, assemble with backup documents.				
03/23/2021	Receivership - Court Appointed: Review claims submitted by Luc Cerda. Try to understand/calculate two Schedule As. Send email regarding requirements for Schedule A. Hold in follow up.	BM	\$195.00	0.50	\$97.50
03/23/2021	Receivership - Court Appointed: Prepare letter to Bell Canada requesting additional information on the accounts.	BM	\$195.00	0.40	\$78.00
03/23/2021	Receivership - Court Appointed: Prepare letter to RBC re F. Zuccaro accounts. Call RBC, on hold, to obtain branch manager name and fax number. Finalize letter.	BM	\$195.00	0.70	\$136.50
03/23/2021	Receivership - Court Appointed: Review email exchanges.	RD	\$395.00	0.06	\$23.70
03/23/2021	Receivership - Court Appointed: Prepare cheque requisition. Prepare cheque for Hydro One re King.	BM	\$195.00	0.10	\$19.50
03/24/2021	Receivership - Court Appointed: See RD re signature on 3 cheques.	BM	\$195.00	0.10	\$19.50
03/24/2021	Receivership - Court Appointed: See RD re letter Bell Canada and letter re RBC.	BM	\$195.00	0.10	\$19.50
03/25/2021	Receivership - Court Appointed: Prepare mail/labels, etc. for City of Vaughan; Maple Roofing, copy and attach invoice; Hydro One;	BM	\$195.00	0.20	\$39.00
03/25/2021	Receivership - Court Appointed: review of email from Avery	NL	\$295.00	0.06	\$17.70
03/25/2021	Receivership - Court Appointed: Attend at post office to authorize redirection of mail from new address.	RD	\$395.00	0.70	\$276.50
03/25/2021	Receivership - Court Appointed: Email response to Avery Z. re: assets in the Receiver's possession.	RD	\$395.00	0.15	\$59.25
03/25/2021	Receivership - Court Appointed: Email to Naomi L. re: report to Court.	RD	\$395.00	0.20	\$79.00
03/25/2021	Receivership - Court Appointed: Scan letter to RBC re GIC & Bank account re F Zuccaro. Prepare to send by mail. Scan and save to drive. Print for fax.	BM	\$195.00	0.20	\$39.00
03/26/2021	Receivership - Court Appointed: Receive legal bill. Complete cheque requisition, prepare cheque.	BM	\$195.00	0.20	\$39.00
03/26/2021	Receivership - Court Appointed: Review email from Avery Z. Email to Wendy G. with comments.	RD	\$395.00	0.39	\$154.05
03/26/2021	Receivership - Court Appointed: email re Receivership	NL	\$295.00	1.47	\$433.65
03/26/2021	Receivership - Court Appointed: Forward info re: purchase assignee to CBRE. Set up call with legal. Call with Naomi L.	RD	\$395.00	0.27	\$106.65
03/26/2021	Receivership - Court Appointed: Correspondence with Toronto	BM	\$195.00	0.10	\$19.50

	Hydro by email.					
03/26/2021	Receivership - Court Appointed: Correspondence with Toronto Hydro. Scan, save to drive.	BM	\$195.00	0.10	\$19.50	
03/26/2021	Receivership - Court Appointed: Call with Wendy G. and Naomi L. re: various legal matters regarding receivership, including steps to take possession of King property.	RD	\$395.00	0.94	\$371.30	
03/26/2021	Receivership - Court Appointed: Respond to Brenda M. query re: cheque to Frank Z.	RD	\$395.00	0.06	\$23.70	
03/26/2021	Receivership - Court Appointed: Investigate transit number re cheque cashed at BMO. Plus, check responses from BMO, determine no accounts in name of Zuccaro & parties.	BM	\$195.00	0.50	\$97.50	
03/26/2021	Receivership - Court Appointed: Prepare letter to BMO, prepare attachments re cheque cashed at branch.	BM	\$195.00	0.70	\$136.50	
03/29/2021	Receivership - Court Appointed: Go through all banks that received notice, make spreadsheet. Review all responses. Note all responses on spreadsheets.	BM	\$195.00	1.20	\$234.00	
03/29/2021	Receivership - Court Appointed: Review and sign back change of name document.	RD	\$395.00	0.15	\$59.25	
03/29/2021	Receivership - Court Appointed: Review schedule prepared by Brenda M. and send to Wendy G. with explanation for response to Avery Z.	RD	\$395.00	0.20	\$79.00	
03/29/2021	Receivership - Court Appointed: Send notice of appointment to F Mendicino.	BM	\$195.00	0.10	\$19.50	
	Scan, send, file.					
03/30/2021	Receivership - Court Appointed: Detailed email to Wendy G. re: what the Receiver has done to date for letter and upcoming Court motion.	RD	\$395.00	0.80	\$316.00	
03/30/2021	Receivership - Court Appointed: Email to Rocco D. re: transfer of vehicles.	RD	\$395.00	0.28	\$110.60	
03/30/2021	Receivership - Court Appointed: Review file for tax returns and HST filings, RT0001 and RT0002 accounts. Prepare HST returns for both accounts. Set up accounts on spreadsheet.	BM	\$195.00	1.40	\$273.00	
03/30/2021	Receivership - Court Appointed: Review file for tax returns and HST filings, RT0001 and RT0002 accounts. Prepare HST returns for both accounts. Set up accounts on spreadsheet.	BM	\$195.00	0.90	\$175.50	
03/30/2021	Receivership - Court Appointed: Review CRA letter. File 2019-12-01 to 2019-12-31 HST return. Update spreadsheet.	BM	\$195.00	0.20	\$39.00	
03/30/2021	Receivership - Court Appointed: drafting email to Purchaser re Metro and responding to email from Avery	NL	\$295.00	0.20	\$59.00	
03/30/2021	Receivership - Court Appointed: Call with CBRE re: timing of closing of sale of Densley.	RD	\$395.00	0.14	\$55.30	

03/31/2021	Receivership - Court Appointed: drafting letter to Purchaser	NL	\$295.00	1.37	\$404.15
03/31/2021	Receivership - Court Appointed: Call with Naomi L. re: sale of Metropolitan assets.	RD	\$395.00	0.20	\$79.00
03/31/2021	Receivership - Court Appointed: Review, amend and issue letter to AI Soorty.	RD	\$395.00	0.52	\$205.40
03/31/2021	Receivership - Court Appointed: Log expense re mail redirection.	BM	\$195.00	0.10	\$19.50
03/31/2021	Receivership - Court Appointed: Review with Brenda M. missing financial and tax returns. Review server. Provide instructions to Brenda M.	RD	\$395.00	0.35	\$138.25
03/31/2021	Receivership - Court Appointed: Review documents on drive for Equitable Bank - send email to M. Akinlade re 2019 Mortgage Statement.	BM	\$195.00	0.20	\$39.00
04/01/2021	Receivership - Court Appointed: Prepare cheque for Maple Roofing.	BM	\$195.00	0.20	\$39.00
04/01/2021	Receivership - Court Appointed: review of emails, draft letter to Avery	NL	\$295.00	0.74	\$218.30
04/01/2021	Receivership - Court Appointed: Review and provide comments on the draft letter to Avery Z. from Wendy G.	RD	\$395.00	1.51	\$596.45
	Review redirected mail and provide Brenda with instructions.				
	Discuss with Naomi L.				
04/01/2021	Receivership - Court Appointed: Look up T4 mailing date. Send email to Milena re dates etc. sent to CRA.	BM	\$195.00	0.10	\$19.50
04/01/2021	Receivership - Court Appointed: Review Mortgage Annual Statements. Update mock financial statements to start gathering information for filing.	BM	\$195.00	0.20	\$39.00
Services Subtotal					\$12,687.00

Disbursements

Date	Description	Rate	Quantity	Total
03/17/2021	Mileage: Drive up north to meet appraiser. (410 km x 50 cents)	\$205.00	1.00	\$205.00
03/27/2021	Food	\$37.84	1.00	\$37.84
03/31/2021	Mail Redirection: 2 mail redirections, \$264.75, \$170.55 plus HST.	\$435.30	1.00	\$435.30
Expenses Subtotal				\$678.14

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		6.03	\$295.00	\$1,778.85

Josh Pearson		3.54	\$195.00	\$690.30
Rahn Dodick	LIT, CPA, President	17.13	\$395.00	\$6,766.35
Brenda McKnight	Para Professional	17.7	\$195.00	\$3,451.50
			Subtotal	\$13,365.14
			Harmonized Sales Tax (13.0%)	\$1,737.47
			Total	\$15,102.61

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10096	04/09/2021	\$15,102.61	\$0.00	\$15,102.61
			Outstanding Balance	\$15,102.61
			Total Amount Outstanding	\$15,102.61

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10096 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10111
Issued Date: 05/06/2021

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

863704 Ontario Limited, Metropolitan Ice Cream Inc., Oraccuz Holding Ltd. and Frank Zuccaro
c/o Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 2L8

Enclosed please find our statement of account for services rendered in our capacity as Receiver. The following is a summary of time by staff member.

Client Reference Number: 863-171120-AZ

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
10/28/2020	Receivership - Court Appointed: Searches (bankruptcy, PPSA and Corporate) for Metro Ice Cream, 863704 Ontario Ltd., Oraccuz Holdings.	BM	\$195.00	0.50	\$97.50
04/05/2021	Receivership - Court Appointed: Call with CBRE	RD	\$395.00	0.20	\$79.00
04/05/2021	Receivership - Court Appointed: Review email from Avery Z. Email comments to Wendy G.	RD	\$395.00	0.20	\$79.00
04/06/2021	Receivership - Court Appointed: metropolitan next steps	NL	\$295.00	0.36	\$106.20
04/06/2021	Receivership - Court Appointed: Call with Naomi L. to discuss metro assets and contents of report to court. Call with Wendy G. about having a call with Avery Z.	RD	\$395.00	0.40	\$158.00
04/06/2021	Receivership - Court Appointed: April rent	RD	\$395.00	0.22	\$86.90
04/07/2021	Receivership - Court Appointed: Email exchanges Wendy G. re: call with applicant, transfer of vehicles and sale of metro assets.	RD	\$395.00	0.46	\$181.70
04/07/2021	Receivership - Court Appointed: review of emails	NL	\$295.00	0.31	\$91.45

04/07/2021	Receivership - Court Appointed: Call with Naomi L. re: accepting Danbury offer.	RD	\$395.00	0.10	\$39.50
04/07/2021	Receivership - Court Appointed: Prepare deposit, District Ventures, Mauro Ritacca. Prepare disbursement DLI, prepare mailing labels for upcoming cheques to be sent.	BM	\$195.00	0.50	\$97.50
04/07/2021	Receivership - Court Appointed: Frank Zuccaro - prepare deposit entries.	BM	\$195.00	0.10	\$19.50
04/07/2021	Receivership - Court Appointed: Issue 2 cheques, both for utility payments. Prepare for mail.	BM	\$195.00	0.20	\$39.00
04/07/2021	Receivership - Court Appointed: Email to Avery Z. re: BMO cheque.	RD	\$395.00	0.07	\$27.65
04/07/2021	Receivership - Court Appointed: Review Sun Life correspondence and discuss with Brenda M.	RD	\$395.00	0.20	\$79.00
04/08/2021	Receivership - Court Appointed: discussion re Metropolitan's assets	NL	\$295.00	0.60	\$177.00
04/08/2021	Receivership - Court Appointed: Call with Naomi L. re: sale of metro assets.	RD	\$395.00	0.20	\$79.00
04/08/2021	Receivership - Court Appointed: Review letter received from Ford. Scan, save in Disclosure Documents. File original.	BM	\$195.00	0.10	\$19.50
04/08/2021	Receivership - Court Appointed: Email exchange with Josh P. re: transfer of the vehicles.	RD	\$395.00	0.16	\$63.20
04/09/2021	Receivership - Court Appointed: Scan documents. Update creditors list. Save to disclosure documents.	BM	\$195.00	0.20	\$39.00
04/09/2021	Receivership - Court Appointed: Review documents. Call Sun Life contact. Leave voicemail.	BM	\$195.00	0.10	\$19.50
04/09/2021	Receivership - Court Appointed: For Oraccuz Holdings Ltd. - Prepare 3 corporate zero returns to bring current. Prepare certification.	BM	\$195.00	1.40	\$273.00
04/09/2021	Receivership - Court Appointed: Email exchange with tenant. Review of farm property appraisal.	RD	\$395.00	0.25	\$98.75
04/12/2021	Receivership - Court Appointed: Compose email to Sun Life requesting independent party response to request for information on policy.	BM	\$195.00	0.80	\$156.00
04/12/2021	Receivership - Court Appointed: review of updated auction proposal	NL	\$295.00	18.67	\$5,507.65
04/12/2021	Receivership - Court Appointed: Phone with Rocco, Rahn, Naomi RE Car Meet Danbury at Densley and then Rahn in his office	JP	\$195.00	3.50	\$682.50

04/12/2021	Receivership - Court Appointed: Discuss with Naomi L. and Josh P. plan for liquidation of contents at Densley. Email to AI S. re: Metro assets. Email to Wendy G. re: court date.	RD	\$395.00	0.30	\$118.50
04/12/2021	Receivership - Court Appointed: Meeting with Josh P. Call with Jon O. Email to Wendy G.	RD	\$395.00	0.80	\$316.00
04/13/2021	Receivership - Court Appointed: Meet Danbury at Densley to get to work on auction	JP	\$195.00	3.30	\$643.50
04/13/2021	Receivership - Court Appointed: Call and emails with CBRE. Voice messages to Wendy G. Review email exchanges between Wendy G. and purchaser's legal counsel.	RD	\$395.00	0.35	\$138.25
04/13/2021	Receivership - Court Appointed: Review redirected mail. Provide instructions to Brenda M.	RD	\$395.00	0.22	\$86.90
04/14/2021	Receivership - Court Appointed: Call with Josh P. Email exchanges with Josh P.	RD	\$395.00	0.20	\$79.00
04/14/2021	Receivership - Court Appointed: prepare paperwork for Rocco and Meet with him to transfer ownership on vehicles	JP	\$195.00	0.80	\$156.00
04/14/2021	Receivership - Court Appointed: go in to Densley to check on Danbury.	JP	\$195.00	1.11	\$216.45
04/14/2021	Receivership - Court Appointed: Call with Wendy G.	RD	\$395.00	0.23	\$90.85
04/14/2021	Receivership - Court Appointed: Locate contact information by telephone, call BMO re Frank Zuccaro cheque cashed.	BM	\$195.00	0.20	\$39.00
04/14/2021	Receivership - Court Appointed: Call RBC, much time on hold, for request of March 24/31, 2021. Get through to customer service who is sending an email to Dufferin Branch.	BM	\$195.00	0.30	\$58.50
04/14/2021	Receivership - Court Appointed: call with Avery re various file issues	NL	\$295.00	1.34	\$395.30
04/14/2021	Receivership - Court Appointed: Discuss cancellation notice from Hagerty. Determine vehicle this relates to. Receive instruction.	BM	\$195.00	0.10	\$19.50
04/14/2021	Receivership - Court Appointed: Track Enbridge and Hydro One account. Show useage on chart.	BM	\$195.00	0.30	\$58.50
04/14/2021	Receivership - Court Appointed: Call with Avery Z. to provide update on receivership and clarifications with regards to the receiverships next steps.	RD	\$395.00	1.10	\$434.50
04/15/2021	Receivership - Court Appointed: Scan summary of Hydro One & Enbridge bills. Send in email to RD.	BM	\$195.00	0.10	\$19.50

04/15/2021	Receivership - Court Appointed: Email to Avery Z. Email to Wendy G.	RD	\$395.00	0.34	\$134.30
04/15/2021	Receivership - Court Appointed: Call with Apex. Email Apex instructions and exchange emails.	RD	\$395.00	0.69	\$272.55
04/15/2021	Receivership - Court Appointed: Scan and send 3 invoices to F. Mendicino. Scan and save 3 invoices to Disclosure Documents. Check file to determine if creditor listed, set up one new account. Locate landlord name for Metropolitan, send utility bill to that location.	BM	\$195.00	0.70	\$136.50
04/16/2021	Receivership - Court Appointed: Review documents received in the redirected mail. Provide instructions to Brenda M.	RD	\$395.00	0.30	\$118.50
04/19/2021	Receivership - Court Appointed: Email to valuator.	RD	\$395.00	0.20	\$79.00
04/19/2021	Receivership - Court Appointed: Prepare letter to Datamax re land lease and future payments.	BM	\$195.00	0.50	\$97.50
04/19/2021	Receivership - Court Appointed: Email exchange with Jon O. and Josh P.	RD	\$395.00	0.10	\$39.50
04/19/2021	Receivership - Court Appointed: Review previous court orders.	RD	\$395.00	0.30	\$118.50
04/19/2021	Receivership - Court Appointed: Email to Wendy G. re: obligations of the Receiver.	RD	\$395.00	0.20	\$79.00
04/19/2021	Receivership - Court Appointed: discussion re next steps on valuations and report to court	NL	\$295.00	0.13	\$38.35
04/19/2021	Receivership - Court Appointed: Letter to BMO re Frank Zuccaro and Metropolitan Mastercard. Attach documents.	BM	\$195.00	0.50	\$97.50
04/19/2021	Receivership - Court Appointed: Email exchange with Wendy G.	RD	\$395.00	0.20	\$79.00
04/20/2021	Receivership - Court Appointed: Update call with Josh P.	RD	\$395.00	0.15	\$59.25
04/20/2021	Receivership - Court Appointed: Copy and scan various letters for follow up. Contact RBC Collections re lack of response, 3 branches. Request assistance.	BM	\$195.00	0.80	\$156.00
04/20/2021	Receivership - Court Appointed: Scan required documents, sent letter, documents, reminder letter to Techcom.	BM	\$195.00	0.40	\$78.00
04/20/2021	Receivership - Court Appointed: Scan required documents, sent letter, documents, reminder letter to Canaccede.	BM	\$195.00	0.40	\$78.00
04/21/2021	Receivership - Court Appointed: Complete deposit requisition.	BM	\$195.00	0.10	\$19.50
04/21/2021	Receivership - Court Appointed: next steps re Court approval of sale of Densley	NL	\$295.00	0.15	\$44.25
04/21/2021	Receivership - Court Appointed: Email exchange with Wendy G.	RD	\$395.00	0.20	\$79.00
04/21/2021	Receivership - Court Appointed: Record advertising receipt re Frank Zuccaro.	BM	\$195.00	0.10	\$19.50
04/21/2021	Receivership - Court Appointed: Discuss various matters with	RD	\$395.00	0.30	\$118.50

	Brenda M. Review redirected mail.				
04/21/2021	Receivership - Court Appointed: Discuss letters re 863704, receive signatures on letters.	BM	\$195.00	0.30	\$58.50
04/21/2021	Receivership - Court Appointed: Discuss Hagerty Insurance. Report telephone conversation. Policy not cancelled. Must be transferred by April 2022.	BM	\$195.00	0.10	\$19.50
04/21/2021	Receivership - Court Appointed: Reverse cheque re property tax, City of Vaughan.	BM	\$195.00	0.10	\$19.50
04/22/2021	Receivership - Court Appointed: Call with CBV re: valuation work.	RD	\$395.00	0.17	\$67.15
04/22/2021	Proposal - Division 1: Approve rent deposit.	RD	\$395.00	0.10	\$39.50
04/22/2021	Receivership - Court Appointed: Review redirected mail. Email Apex.	RD	\$395.00	0.50	\$197.50
04/22/2021	Receivership - Court Appointed: Scan two letters, one to BMO, one to Datamax Advertising, save copies to drive. Prepare mailing labels, prepare for mail.	BM	\$195.00	0.30	\$58.50
04/22/2021	Receivership - Court Appointed: For Oraccuz Holdings Ltd. - scan 3 years of prepared income tax returns. Save to drive. Prepare for mailing.	BM	\$195.00	0.30	\$58.50
04/22/2021	Receivership - Court Appointed: Review Sun Life documents. Scan, save to drive. Review Sun Life website.	BM	\$195.00	0.10	\$19.50
04/23/2021	Receivership - Court Appointed: drafting report to court	NL	\$295.00	0.46	\$135.70
04/23/2021	Receivership - Court Appointed: Send 2 invoices to Frank Medicino. Record in disclosure documents.	BM	\$195.00	0.20	\$39.00
04/23/2021	Receivership - Court Appointed: Call with Josh P. Email update to CBRE.	RD	\$395.00	0.26	\$102.70
04/23/2021	Receivership - Court Appointed: Call with Naomi L.	RD	\$395.00	0.19	\$75.05
04/23/2021	Receivership - Court Appointed: Review letter to Court and forward to Naomi L. for report.	RD	\$395.00	0.08	\$31.60
04/26/2021	Receivership - Court Appointed: drafting report to court, finalizing appraisal	NL	\$295.00	2.16	\$637.20
04/26/2021	Receivership - Court Appointed: Call with Naomi L. re: appraisals.	RD	\$395.00	0.12	\$47.40
04/26/2021	Receivership - Court Appointed: Email exchanges with Josh P. Give Josh P. instructions.	RD	\$395.00	0.10	\$39.50
04/26/2021	Receivership - Court Appointed: Set up spreadsheet to gather information for Frank Zuccaro and 3 companies. All for business valuation. Start review of all documents.	BM	\$195.00	1.20	\$234.00

04/26/2021	Receivership - Court Appointed: Email exchanges with Josh P. Review redirected mail. Call with Naomi L.	RD	\$395.00	0.30	\$118.50
04/27/2021	Receivership - Court Appointed: Meet Rocco to sign papers for Corvette and scooter and drop papers off at Danbury	JP	\$195.00	1.86	\$362.70
04/27/2021	Receivership - Court Appointed: drafting report to court	NL	\$295.00	0.01	\$2.95
04/27/2021	Receivership - Court Appointed: Attend at Densley. Meeting with Josh P. re: contents and auction. Subsequent calls with Josh P.	RD	\$395.00	1.40	\$553.00
04/27/2021	Receivership - Court Appointed: Email exchanges with Brenda M. re: RBC.	RD	\$395.00	0.18	\$71.10
04/27/2021	Receivership - Court Appointed: Review invoice, prepare cheque requisition, prepare cheque re Garfinkle Biderman LLP payment.	BM	\$195.00	0.40	\$78.00
04/27/2021	Receivership - Court Appointed: Review email from RD. Send email to RBC outlining requirements of Court order, requesting various documents together with account funds.	BM	\$195.00	0.40	\$78.00
04/27/2021	Receivership - Court Appointed: Work on inventory listing for all companies.	BM	\$195.00	1.30	\$253.50
04/27/2021	Receivership - Court Appointed: draft report, King appraisal	NL	\$295.00	3.16	\$932.20
04/28/2021	Receivership - Court Appointed: Prepare deposit requisition.	BM	\$195.00	0.10	\$19.50
04/28/2021	Receivership - Court Appointed: Call with Naomi L. re: report to Court. Review appraisals of King and Clearwater properties and email Naomi L.	RD	\$395.00	0.42	\$165.90
04/28/2021	Receivership - Court Appointed: Review redirected mail with Brenda M including RBC claim.	RD	\$395.00	0.20	\$79.00
04/28/2021	Receivership - Court Appointed: Discuss mail redirections re Frank Zuccaro.	BM	\$195.00	0.10	\$19.50
04/29/2021	Receivership - Court Appointed: Review appraisals and provide to Avery Z. with explanations. Sign back the Confidentiality and Non disclosure agreement. Provide written update to Avery Z.	RD	\$395.00	1.20	\$474.00
04/29/2021	Receivership - Court Appointed: Review Equitable mortgage documents. Answer Equitable's questions. Provide documents to legal counsel.	RD	\$395.00	0.44	\$173.80
04/29/2021	Receivership - Court Appointed: Prepare cheque for Garfinkle Biderman LLP for mailing.	BM	\$195.00	0.10	\$19.50
04/29/2021	Receivership - Court Appointed: Send invoice to F. Mendicino re F. Zuccaro. Add RBC secured amount to 863 and F. Zuccaro list of creditors.r	BM	\$195.00	0.20	\$39.00

04/29/2021	Receivership - Court Appointed: Send additional invoices to F. Mendicino. Scan several bills, send. File.	BM	\$195.00	0.20	\$39.00
04/30/2021	Receivership - Court Appointed: Review email from RBC Collections. Place in follow up file.	BM	\$195.00	0.10	\$19.50
04/30/2021	Receivership - Court Appointed: Email exchanges with AI Soorty.	RD	\$395.00	0.40	\$158.00
05/03/2021	Receivership - Court Appointed: Review documents and respond to Avery Z. Email to Wendy G. re: court hearing.	RD	\$395.00	0.38	\$150.10
05/03/2021	Receivership - Court Appointed: Update information inventory listing.	BM	\$195.00	0.80	\$156.00
05/03/2021	Receivership - Court Appointed: Review occupancy reports for King St. Email to Wendy G.	RD	\$395.00	0.14	\$55.30
05/03/2021	Receivership - Court Appointed: Go through inventory of information on file. Revise listing. Prepare authorization for each of 4 files included in receivership. Print documents to be sent with the authorization requests.	BM	\$195.00	1.30	\$253.50
05/04/2021	Receivership - Court Appointed: Send Receiver certificate borrowing info to legal counsel.	RD	\$395.00	0.13	\$51.35
05/04/2021	Receivership - Court Appointed: Review and provide comments on the Receiver's Court application. Email exchanges with Wendy G.	RD	\$395.00	1.27	\$501.65
05/04/2021	Receivership - Court Appointed: drafting report to court on sale of Densley	NL	\$295.00	1.05	\$309.75
05/05/2021	Receivership - Court Appointed: Contact valuers. Review valuator credentials.	RD	\$395.00	0.39	\$154.05
05/05/2021	Receivership - Court Appointed: Post deposit from HST. Update spreadsheet.	BM	\$195.00	0.20	\$39.00
05/05/2021	Receivership - Court Appointed: Review form of order and provide comments to Wendy G.	RD	\$395.00	0.23	\$90.85
05/05/2021	Receivership - Court Appointed: Review new Desjardins account. Refer to previous correspondence from Desjardins.	BM	\$195.00	0.20	\$39.00
05/05/2021	Receivership - Court Appointed: report court re Densley sale	NL	\$295.00	0.88	\$259.60
05/05/2021	Receivership - Court Appointed: Email exchanges with Wendy G. re: court application. Email instructions to Brenda M. and Naomi L.	RD	\$395.00	0.40	\$158.00

Services Subtotal \$20,864.55

Disbursements

Date	Description	Rate	Quantity	Total
04/28/2021	Postage: Oraccuz Holdings Inc. - postage for tax returns submitted.	\$4.36	1.00	\$4.36
04/28/2021	Postage: Postage, two notices re Metropolitan 2 x 3.11 plus hst	\$6.22	1.00	\$6.22

Expenses Subtotal \$10.58

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		29.28	\$295.00	\$8,637.60
Josh Pearson		10.57	\$195.00	\$2,061.15
Rahn Dodick	LIT, CPA, President	17.64	\$395.00	\$6,967.80
Brenda McKnight	Para Professional	16.4	\$195.00	\$3,198.00
			Subtotal	\$20,875.13
			Harmonized Sales Tax (13.0%)	\$2,713.77
			Total	\$23,588.90

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10111	05/14/2021	\$23,588.90	\$0.00	\$23,588.90
			Outstanding Balance	\$23,588.90
			Total Amount Outstanding	\$23,588.90

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #:	Beneficiary Name:	Dodick Landau Inc.
	Beneficiary Account:	5272423
	Beneficiary Transit:	14822
	Bank Code:	004

SWIFT: TDOMCATTOR

Please include the invoice number 10111 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

APPENDIX "L"

TAB B

Court File No. CV-21-00661928

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

BETWEEN:

DODICK LANDAU INC.

Applicant

and

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC.
AND ORACCUZ HOLDING LTD.

Respondents

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND
(3)(g) AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990**

**AFFIDAVIT OF ALEXANDER HORA
(SWORN MAY 18, 2021)**

I, **Alexander Hora**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am an associate in the law firm of Garfinkle Biderman LLP (“Garfinkle”) counsel for Dodick Landau Inc., in its capacity as Court-appointed Receiver (the “Receiver”) of the Respondents in these proceedings (the “Receivership Proceedings”). As such have knowledge of the matters to which I hereinafter depose, except where stated to be on information and belief, and where so stated, I verily believe to be true.
2. This Affidavit is made in connection with the Receiver’s motion for, *inter alia*, the approval of the fees and disbursements of Garfinkle Biderman for the period from November

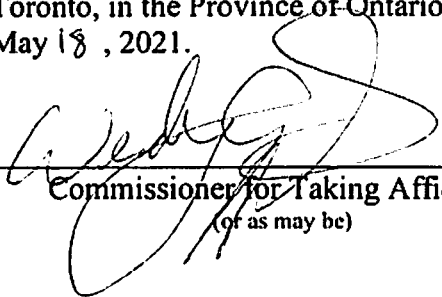
17, 2020 through April 26, 2021 (the "Period"). Attached hereto and marked as **Exhibit "A"** are the accounts with dockets attached thereto for the Period, in the total amount of \$35,742.11.

3. The accounts attached as *Exhibit "A"* provide a fair and accurate description of the activities undertaken by Garfinkle Biderman. The hourly rates and time expended by the professionals at Garfinkle Biderman are provided for on the summary pages of each account. Wendy Greenspoon-Soer, the professional who acted for the Receiver during the fee approval Period was called to the bar in 1993.

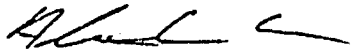
4. To the best of my knowledge the rates charged by Garfinkle in the course of these Receivership Proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees and disbursements incurred by Garfinkle on this matter are reasonable and appropriate in the circumstances.

5. This Affidavit is sworn in support of a motion, *inter alia*, approving Garfinkle Biderman's fees and disbursements incurred in respect of the Receivership Proceedings for the Period. Garfinkle Biderman requests that the Court approve its accounts for that Period for fees in the amount of \$30,895.00, disbursements of \$736.10 and taxes of \$4,111.01 for a total of \$35,742.11 for services rendered and recorded.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on May 18, 2021.

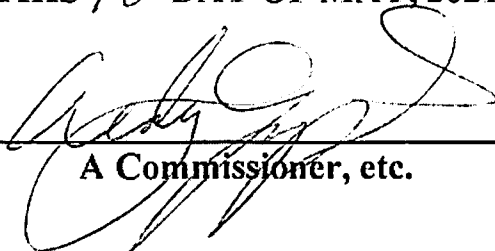


Commissioner for Taking Affidavits
(of as may be)



ALEXANDER HORA

THIS IS **EXHIBIT "A"** TO THE
AFFIDAVIT OF
ALEXANDER HORA,
SWORN BEFORE ME
THIS 18th DAY OF MAY, 2021



A Commissioner, etc.

DODICK LANDAU INC.

4646 Dufferin Street
Suite 6
Toronto, Ontario, M3H 5S4

December 16, 2020

*Attention: Rahn Dodick***RE: RECEIVERSHIP OF ZUCCARO PROPERTIES**

TO OUR FEE for all services rendered as per the attached print-out:

OUR FEE HEREIN:	\$8,880.00
H.S.T. x 13%	\$1,154.40
DISBURSEMENTS:	
As per attached print-out	\$736.10
H.S.T. x 13%	\$94.65
Total Fees	\$8,880.00
Total Disbursements	\$736.10
Total H.S.T.	<u>\$1,249.05</u>
Total Fees, Disbursements, H.S.T.:	<u>\$10,865.15</u>

This is our Account Herein

GARFINKLE BIDERMAN LLP


Wendy Greenspoon-Soer

E. & O.E.

Garfinkle, Biderman LLP

Date: Dec 16, 2020

Billing Information Summary to Dec 16/20 requested by WHG

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Date opened: November 18, 2020

Email: rahn.dodick@dodick.ca

TIME SUMMARY

Lawyer	Bill Hours	Bill Value	Average Rate	Last Entry	Entered Hours	Entered Value
13 W.H. Greenspoon	14.80	8880.00	600.00	Dec 14/20	14.80	8880.00
Total unbilled time	14.80	8880.00 *			14.80	8880.00 *

HST on 8,880.00 @ 13% 1,154.40

Total unbilled time & taxes 10034.40

UNBILLED DISBURSEMENTS

Cl	Description	Amount	
2	Courier Charge	52.36	T
18	Trans. Levy Surcharge - Taxable	100.00	T
26	Teranet Searches - Taxable	155.25	T
50	Government Fees - No Tax	8.00	
54	Searches/PPSA/Filing fees-Taxable	14.49	T
78	Postage/Email Charges	25.00	T
84	Teraview Registrations - Taxable	381.00	T
	Total unbilled disbursements	736.10	
	HST on 728.10 @ 13%	94.65	
	Total disbursements and taxes	830.75	

Total Taxes HST 1,249.05

Total to Bill 10,865.15

Transaction Levy Surcharge Posted : 100.00

BILLING HISTORY

Last bill:
Fees to date: .00
Time billed: .00
Variance: .00

Disbs billed: .00

QUOTED AMOUNTS

Fees quoted: .00

Billing Instructions			
File: 12574001	Bill Lawyer: 13 WHG		
Bill Date: _____	Bill No: _____		
Bill up to Dec 16 2020 _____			
Final <input type="checkbox"/>	Periodic <input type="checkbox"/>	Interim <input type="checkbox"/>	Write Off <input type="checkbox"/>
Bill Amount	\$ 10,865.15		
Disbursements Billed	\$ _____		
Including Unposted	\$ _____		
Photocopies	\$ _____		
Telephone	\$ _____		
Other _____	\$ _____		
Fee Billed	\$ _____		
Disbs taxable _____	Tax on Disbs	\$ _____	
	Tax on Fees	\$ _____	
Total Tax	\$ _____		
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Partnership Fee Credit	\$ _____		
Transfer from Trust to pay account	\$ _____		
Write Off			
Unbilled Disbursements	\$ _____		
Unbilled Time	\$ _____		
Accounts Receivable	\$ _____		
Close File <input type="checkbox"/>			
Account Approval _____			

Garfinkle, Biderman LLP

Date: Dec 16, 2020

Billing Statement to Dec 16/20 requested by WHG

Page: 1

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Running Total
Nov 17/20	E-Mail and call from and to Rahn	13 WHG	2.00	1,200.00	2.00	1,200.00	226178	1,200.00
Nov 17/20	Miscellaneous: Consultation with Rahn and review of Court documents and draft Orders	13 WHG	1.00	600.00	1.00	600.00	226181	1,800.00
Nov 17/20	Miscellaneous emails with Rahn re: Receivers borrowings / Consult	13 WHG	.50	300.00	.50	300.00	226182	2,100.00
Nov 17/20	E-Mail from Rahn / Appointment Order / call from and to re: registration	13 WHG	.10	60.00	.10	60.00	226183	2,160.00
Nov 18/20	Telephone Call From Rahn	13 WHG	.70	420.00	.70	420.00	224026	2,580.00
Nov 18/20	E-Mail Rahn re: certificate	13 WHG	.10	60.00	.10	60.00	224027	2,640.00
Nov 18/20	E-Mail from Rahn - parcels	13 WHG	.10	60.00	.10	60.00	224028	2,700.00
Nov 18/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	224034	2,760.00
Nov 18/20	Prepare registration documents and email Rahn	13 WHG	1.00	600.00	1.00	600.00	224042	3,360.00
Nov 18/20	Miscellaneous: Register Court orders (x3)	13 WHG	.30	180.00	.30	180.00	224043	3,540.00
Nov 18/20	Telephone Call To Rahn	13 WHG	.10	60.00	.10	60.00	224045	3,600.00
Nov 18/20	Letter To Rahn and Avery - send registrations	13 WHG	.20	120.00	.20	120.00	224047	3,720.00
Nov 18/20	Miscellaneous: Review term sheet / Call Rahn and email Yitz	13 WHG	.60	360.00	.60	360.00	224051	4,080.00
Nov 18/20	E-Mail from and to Yitz	13 WHG	.10	60.00	.10	60.00	224053	4,140.00
Nov 18/20	Miscellaneous emails with Rahn re: financing	13 WHG	.10	60.00	.10	60.00	224056	4,200.00
Nov 18/20	E-Mail from and to Yitz	13 WHG	.10	60.00	.10	60.00	224057	4,260.00
Nov 19/20	Miscellaneous: Review revised Term Sheet	13 WHG	.10	60.00	.10	60.00	225017	4,320.00
Nov 19/20	Telephone Call From Rahn / Misc. emails / Call and email to Mendicino	13 WHG	.50	300.00	.50	300.00	225026	4,620.00
Nov 19/20	Telephone Call From Frank / Call Rahn	13 WHG	.20	120.00	.20	120.00	225028	4,740.00
Nov 19/20	Miscellaneous emails re: final Term Sheet	13 WHG	.10	60.00	.10	60.00	225041	4,800.00
Nov 19/20	E-Mail from and to Yitz / Search parcels	13 WHG	.30	180.00	.30	180.00	225047	4,980.00
Nov 19/20	E-Mail to Yitz	13 WHG	.10	60.00	.10	60.00	225048	5,040.00
Nov 19/20	E-Mail from and to Rahn	13 WHG	.10	60.00	.10	60.00	225052	5,100.00
Nov 23/20	E-Mail from Fried / Review revised postponement	13 WHG	.20	120.00	.20	120.00	227037	5,220.00
Nov 23/20	E-Mail to Avery / Send Postponement documents	13 WHG	.20	120.00	.20	120.00	227038	5,340.00
Nov 23/20	E-Mail from Rahn re: Metro Assets	13 WHG	.10	60.00	.10	60.00	227039	5,400.00
Nov 23/20	Miscellaneous re-notice regts. / Review Statute	13 WHG	.30	180.00	.30	180.00	227073	5,580.00
Nov 24/20	E-Mail from Avery	13 WHG	.10	60.00	.10	60.00	228021	5,640.00
Nov 24/20	E-Mail from Avery re: postponements	13 WHG	.10	60.00	.10	60.00	228025	5,700.00
Nov 24/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	228032	5,760.00
Nov 24/20	Prepare Draft letter to Mendicino re: books and records	13 WHG	.20	120.00	.20	120.00	228033	5,880.00
Nov 24/20	Letter From Avery / Register Postponements / Email Fried	13 WHG	.50	300.00	.50	300.00	228040	6,180.00
Nov 24/20	E-Mail from and to Rahn	13 WHG	.10	60.00	.10	60.00	228050	6,240.00
Nov 24/20	E-Mail from and to Fried / Direction re: funds / Revise	13 WHG	.20	120.00	.20	120.00	228055	6,360.00
Nov 24/20	E-Mail from Rahn / To Mendicino	13 WHG	.10	60.00	.10	60.00	228063	6,420.00
Nov 24/20	E-Mail from Rahn re: funds direction	13 WHG	.10	60.00	.10	60.00	228064	6,480.00
Nov 25/20	E-Mail from Fried re: advance	13 WHG	.10	60.00	.10	60.00	229188	6,540.00
Nov 25/20	Telephone Call From Rahn	13 WHG	.50	300.00	.50	300.00	229193	6,840.00
Nov 25/20	E-Mail from Rahn / Review orders / Email to Rahn	13 WHG	.60	360.00	.60	360.00	229205	7,200.00
Nov 27/20	E-Mail from Rahn to Avery	13 WHG	.10	60.00	.10	60.00	231154	7,260.00
Nov 30/20	E-Mail from and to Rahn / Revise email to Avery	13 WHG	.20	120.00	.20	120.00	232009	7,380.00
Nov 30/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	232018	7,440.00
Nov 30/20	Telephone Call to Mendicino	13 WHG	.10	60.00	.10	60.00	232019	7,500.00
Nov 30/20	E-Mail from Avery	13 WHG	.10	60.00	.10	60.00	232024	7,560.00
Dec 01/20	Miscellaneous emails - Rahn and Avery re: assets	13 WHG	.10	60.00	.10	60.00	234004	7,620.00
Dec 01/20	E-Mail Mendicino	13 WHG	.10	60.00	.10	60.00	234009	7,680.00
Dec 01/20	Miscellaneous emails with Frank and Rahn	13 WHG	.10	60.00	.10	60.00	234022	7,740.00

Garfinkle, Biderman LLP

Date: Dec 16, 2020

Billing Statement to Dec 16/20 requested by WHG

Page: 2

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
Dec 02/20	Miscellaneous emails / Rahn and Avery	13 WHG	.10	60.00	.10	60.00	234167	7,800.00
Dec 02/20	Conference Call With Rahn and Frank	13 WHG	.40	240.00	.40	240.00	234175	8,040.00
Dec 02/20	E-Mail from Rahn and Frank re: call	13 WHG	.10	60.00	.10	60.00	234176	8,100.00
Dec 02/20	E-Mail from Avery	13 WHG	.10	60.00	.10	60.00	234177	8,160.00
Dec 02/20	Miscellaneous emails - Avery and Rahn re: mortgages	13 WHG	.10	60.00	.10	60.00	235158	8,220.00
Dec 02/20	Miscellaneous emails from Rahn re: Zuccaro and Densley	13 WHG	.10	60.00	.10	60.00	235165	8,280.00
Dec 03/20	Miscellaneous emails: Rahn and Mendicino re: metro assets	13 WHG	.10	60.00	.10	60.00	236036	8,340.00
Dec 03/20	Telephone Call From Rahn	13 WHG	.10	60.00	.10	60.00	236051	8,400.00
Dec 04/20	Miscellaneous emails from Mendicino	13 WHG	.10	60.00	.10	60.00	237192	8,460.00
Dec 07/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	238110	8,520.00
Dec 08/20	Miscellaneous searches / Email Rahn	13 WHG	.10	60.00	.10	60.00	239030	8,580.00
Dec 08/20	Miscellaneous emails to Rahn re trademark searches	13 WHG	.10	60.00	.10	60.00	239038	8,640.00
Dec 08/20	Miscellaneous emails from Rahn and Frank	13 WHG	.10	60.00	.10	60.00	239041	8,700.00
Dec 10/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	241037	8,760.00
Dec 14/20	E-Mail from Zeidman	13 WHG	.10	60.00	.10	60.00	243031	8,820.00
Dec 14/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	243033	8,880.00
Total unbilled time			14.80	8,880.00	14.80	8,880.00		
HST on 8,880.00 @ 13%				1,154.40				
Total unbilled Time & Taxes				10,034.40				

TIME SUMMARY

Lawyer	Bill Hours	Rate/Hr	Bill Value	Entered Hours	Entered Value	Last Entry
W.H. Greenspoon	14.80	@600.00	= 8,880.00	14.80	8,880.00	Dec 15 2020

UNBILLED DISBURSEMENTS

Date	Cd	Description/Payee	Refer#	Amount	Lawyer	Audit
Nov 18/20	18	Trans. Levy Surcharge - Taxable	182004	100.00	13 WHG	L182004
Nov 19/20	26	Teranet Searches - Taxable	244006	30.45		S244006
		Teraview				
Nov 19/20	78	Postage/Email Charges	244004	25.00		S244004
Nov 19/20	84	Teraview Registrations - Taxable	244002	228.60		S244002
		E-Reg				
Nov 20/20	26	Teranet Searches - Taxable	245004	124.80		S245004
		Teraview				
Nov 25/20	2	Courier Charge	248030	52.36		S248030
		B-11/24 Fr 565 Edgeley Blvd				
Nov 25/20	84	Teraview Registrations - Taxable	248001	152.40		S248001
		E-Reg				
Dec 08/20	50	Government Fees - No Tax	31107	8.00		A 31107
		Cyberbahn - in#200911336657				
Dec 08/20	54	Searches/PPSA/Filing fees-Taxable	31107	14.49		A 31107
		Cyberbahn - in#200911336657				

Date: Dec 16, 2020

Garfinkle, Biderman LLP
Billing Statement to Dec 16/20 requested by WHG

Page: 3

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

Total unbilled Disbursements	736.10
HST on 728.10 @ 13%	94.65
Total unbilled disbursements & taxes	830.75

DODICK LANDAU INC.

4646 Dufferin Street
Suite 6
Toronto, Ontario, M3H 5S4

January 28, 2021

*Attention: Rahn Dodick***RE: RECEIVERSHIP OF ZUCCARO PROPERTIES**

TO OUR FEE for all services rendered as per the attached print-out:

OUR FEE HEREIN:	\$8,640.00
H.S.T. x 13%	\$1,123.20
DISBURSEMENTS:	
As per attached print-out	\$Nil
H.S.T. x 13%	\$Nil
Total Fees	\$8,640.00
Total Disbursements	\$Nil
Total H.S.T.	\$1,123.20
Total Fees, Disbursements, H.S.T.:	\$9,763.20

This is our Account Herein

GARFINKLE BIDERMAN LLP


Wendy Greenspoon Soer

E. & O.E.

Garfinkle, Biderman LLP

Date: Jan 28, 2021

Billing Information Summary to Jan 28/21 requested by WHG

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

TIME SUMMARY

Lawyer	Bill Hours	Bill Value	Average Rate	Last Entry	Entered Hours	Entered Value
13 W.H. Greenspoon	14.40	8640.00	600.00	Jan 27/21	14.40	8640.00
Total unbilled time	14.40	8640.00 *			14.40	8640.00 *
HST on 8,640.00 @ 13%		1,123.20				
Total unbilled time & taxes		9763.20				
Total Taxes						
HST		1,123.20				
Total to Bill		9,763.20				

ACCOUNTS RECEIVABLE

Total Accounts Receivable .00

Transaction Levy Surcharge Posted: 100.00

BILLING HISTORY

Last bill: Dec 16/20
Fees to date: 8,880.00
Time billed: 9,480.00
Variance: 600.00-

Disbs billed: 736.10

QUOTED AMOUNTS

Fees quoted: .00

Billing Instructions			
File: 12574001	Bill Lawyer: 13 WHG		
Bill Date: _____	Bill No: _____		
Bill up to Jan 28 2021 _____			
Final <input type="checkbox"/>	Periodic <input type="checkbox"/>	Interim <input type="checkbox"/>	Write Off <input type="checkbox"/>
Bill Amount	\$ _____		
Disbursements Billed	\$ _____		
Including Unposted	\$ _____		
Photocopies	\$ _____		
Telephone	\$ _____		
Other _____	\$ _____		
Fee Billed	\$ _____		
Disbs taxable _____	Tax on Disbs	\$ _____	
	Tax on Fees	\$ _____	
Total Tax	\$ _____		
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Partnership Fee Credit	\$ _____		
Transfer from Trust to pay account	\$ _____		
Write Off			
Unbilled Disbursements	\$ _____		
Unbilled Time	\$ _____		
Accounts Receivable	\$ _____		
Close File <input type="checkbox"/>			
Account Approval _____			

Garfinkle, Biderman LLP

Date: Jan 28, 2021

Billing Statement to Jan 28/21 requested by WHG

Page: 1

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
Dec 16/20	E-Mail from Naomi	13 WHG	.10	60.00	.10	60.00	245009	60.00
Dec 16/20	E-Mail from Avery / To Rahn	13 WHG	.10	60.00	.10	60.00	245011	120.00
Dec 16/20	E-Mail from Avery	13 WHG	.10	60.00	.10	60.00	245013	180.00
Dec 16/20	Revise Document: Letter to Mendocino	13 WHG	.10	60.00	.10	60.00	245019	240.00
Dec 16/20	E-Mail Avery	13 WHG	.10	60.00	.10	60.00	245020	300.00
Dec 16/20	E-Mail to and from Rahn re: inspection	13 WHG	.10	60.00	.10	60.00	245021	360.00
Dec 16/20	Miscellaneous emails re Metro sale	13 WHG	.10	60.00	.10	60.00	245025	420.00
Dec 17/20	E-Mail to and from Avery	13 WHG	.10	60.00	.10	60.00	246012	480.00
Dec 17/20	Telephone Call To Rahn	13 WHG	.10	60.00	.10	60.00	246037	540.00
Dec 17/20	E-Mail Mendocino	13 WHG	.10	60.00	.10	60.00	246039	600.00
Dec 17/20	E-Mail from and to Rahn / Voicemail from Cerda	13 WHG	.10	60.00	.10	60.00	246040	660.00
Dec 17/20	E-Mail from Mendocino / To Rahn	13 WHG	.10	60.00	.10	60.00	246041	720.00
Dec 17/20	Telephone Call To Cerda	13 WHG	.10	60.00	.10	60.00	246042	780.00
Dec 17/20	E-Mail from Cerda / Review claims / Email Rahn	13 WHG	.30	180.00	.30	180.00	246043	960.00
Dec 21/20	E-Mail from Mendocino / To Rahn	13 WHG	.10	60.00	.10	60.00	248175	1,020.00
Dec 21/20	E-Mail from Naomi / To Frank	13 WHG	.10	60.00	.10	60.00	248180	1,080.00
Dec 22/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	249031	1,140.00
Dec 22/20	E-Mail to Cerda	13 WHG	.10	60.00	.10	60.00	249032	1,200.00
Dec 22/20	E-Mail from Rahn to Zuccaro	13 WHG	.10	60.00	.10	60.00	249033	1,260.00
Dec 22/20	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	249041	1,320.00
Dec 24/20	E-Mail from Naomi / Tony re: Metro assets	13 WHG	.10	60.00	.10	60.00	251634	1,380.00
Dec 30/20	E-Mail from Rahn / Review documents re: Densley listing	13 WHG	.20	120.00	.20	120.00	255013	1,500.00
Jan 06/21	E-Mail from Avery	13 WHG	.10	60.00	.10	60.00	3031	1,560.00
Jan 06/21	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	3035	1,620.00
Jan 07/21	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	4039	1,680.00
Jan 08/21	E-Mail from Zeidman / From Rahn re: Densley	13 WHG	.10	60.00	.10	60.00	4368	1,740.00
Jan 08/21	E-Mail from Rahn - review Report re; Densley	13 WHG	.30	180.00	.30	180.00	4387	1,920.00
Jan 11/21	Miscellaneous emails - Rahn and Avery re: Densley	13 WHG	.10	60.00	.10	60.00	5014	1,980.00
Jan 14/21	Miscellaneous emails: Rahn and Avery re: Densley listing	13 WHG	.10	60.00	.10	60.00	8041	2,040.00
Jan 15/21	E-Mail from Avery re: various issues	13 WHG	.10	60.00	.10	60.00	8456	2,100.00
Jan 15/21	Miscellaneous emails Rahn and Avery	13 WHG	.10	60.00	.10	60.00	8469	2,160.00
Jan 18/21	Telephone Call From Rahn / Review Ct. Orders	13 WHG	.50	300.00	.50	300.00	9034	2,460.00
Jan 18/21	E-Mail from Rahn to Avery	13 WHG	.10	60.00	.10	60.00	9039	2,520.00
Jan 18/21	E-Mail from Mendocino	13 WHG	.10	60.00	.10	60.00	9057	2,580.00
Jan 19/21	E-Mail from Mendocino / Review bills	13 WHG	.10	60.00	.10	60.00	10014	2,640.00
Jan 19/21	Miscellaneous emails between Rahn and Avery	13 WHG	.10	60.00	.10	60.00	10016	2,700.00
Jan 19/21	E-Mail from Rahn / Review listing documents	13 WHG	.20	120.00	.20	120.00	10017	2,820.00
Jan 19/21	Miscellaneous emails between counsel and Receiver re: expenses	13 WHG	.20	120.00	.20	120.00	10018	2,940.00
Jan 19/21	E-Mail from and to Rahn re: Metro sale	13 WHG	.10	60.00	.10	60.00	10019	3,000.00
Jan 19/21	E-Mail from Rahn / Review Metro documents	13 WHG	.20	120.00	.20	120.00	10022	3,120.00
Jan 19/21	Miscellaneous emails - Receiver and counsel re: Metro	13 WHG	.10	60.00	.10	60.00	10053	3,180.00
Jan 19/21	Meeting: Review of listing proposals / Email Rahn	13 WHG	.30	180.00	.30	180.00	10068	3,360.00
Jan 20/21	Miscellaneous emails between Rahn and Frank re: assets	13 WHG	.10	60.00	.10	60.00	11026	3,420.00
Jan 20/21	Miscellaneous emails - Rahn and Zeidman	13 WHG	.10	60.00	.10	60.00	11047	3,480.00
Jan 20/21	E-Mail from Rahn re: listing agreement	13 WHG	.10	60.00	.10	60.00	11058	3,540.00
Jan 21/21	Miscellaneous emails between counsel re: documentary production	13 WHG	.10	60.00	.10	60.00	12009	3,600.00
Jan 21/21	E-Mail from Rahn	13 WHG	.10	60.00	.10	60.00	12016	3,660.00
Jan 21/21	Revise Document: Listing Agreement and email Rahn	13 WHG	.30	180.00	.30	180.00	12017	3,840.00
Jan 21/21	Meeting: Emails with Rahn and CBRE	13 WHG	.10	60.00	.10	60.00	12022	3,900.00
Jan 21/21	E-Mail from Naomi / Review sale documents	13 WHG	.10	60.00	.10	60.00	12042	3,960.00

Garfinkle, Biderman LLP

Date: Jan 28, 2021

Billing Statement to Jan 28/21 requested by WHG

Page: 2

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File Date opened: November 18, 2020
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
Jan 21/21	Prepare Bill of Sale re: metro	13 WHG	.60	360.00	.60	360.00	12043	4,320.00
Jan 22/21	Prepare Agreement of Purchase and Sale	13 WHG	1.00	600.00	1.00	600.00	13218	4,920.00
Jan 22/21	E-Mail from Rahn re: Draw request	13 WHG	.10	60.00	.10	60.00	13244	4,980.00
Jan 22/21	E-Mail from and to Rahn re: CBRE	13 WHG	.10	60.00	.10	60.00	13246	5,040.00
Jan 22/21	Miscellaneous emails with CBRE and Receiver re: Densley listing	13 WHG	.50	300.00	.50	300.00	13248	5,340.00
Jan 22/21	Revise Document: Bill of Sale / Email clients	13 WHG	.50	300.00	.50	300.00	13251	5,640.00
Jan 22/21	E-Mail from and to Rahn re: vesting order	13 WHG	.10	60.00	.10	60.00	13254	5,700.00
Jan 22/21	Miscellaneous emails with Rahn and Naomi re: sale of assets	13 WHG	.50	300.00	.50	300.00	13255	6,000.00
Jan 25/21	E-Mail from and to Rahn	13 WHG	.10	60.00	.10	60.00	14014	6,060.00
Jan 25/21	E-Mail from Rahn / Listing Agreement	13 WHG	.10	60.00	.10	60.00	14018	6,120.00
Jan 25/21	Letter From Rahn re; King Prom note - girlfriend	13 WHG	.10	60.00	.10	60.00	14020	6,180.00
Jan 25/21	Miscellaneous emails with Rahn re: revisions and Metro APS	13 WHG	.20	120.00	.20	120.00	14029	6,300.00
Jan 25/21	Miscellaneous emails re: advance	13 WHG	.10	60.00	.10	60.00	14037	6,360.00
Jan 25/21	Miscellaneous emails re: Asset Lists	13 WHG	.10	60.00	.10	60.00	14038	6,420.00
Jan 26/21	E-Mail from CBRE / Listing Agreement	13 WHG	.10	60.00	.10	60.00	15011	6,480.00
Jan 26/21	Miscellaneous emails re: Densley listing	13 WHG	.20	120.00	.20	120.00	15021	6,600.00
Jan 26/21	E-Mail from and to Naomi / Revise Agreements	13 WHG	.50	300.00	.50	300.00	15026	6,900.00
Jan 26/21	Miscellaneous emails re: accounting records	13 WHG	.10	60.00	.10	60.00	15027	6,960.00
Jan 26/21	Telephone Call From Naomi	13 WHG	.10	60.00	.10	60.00	15028	7,020.00
Jan 26/21	E-Mail from and to Rahn re: document disclosure	13 WHG	.20	120.00	.20	120.00	15046	7,140.00
Jan 26/21	Prepare Schedule "A" for Densley	13 WHG	1.00	600.00	1.00	600.00	15051	7,740.00
Jan 26/21	E-Mail to agents and Rahn	13 WHG	.10	60.00	.10	60.00	15052	7,800.00
Jan 27/21	E-Mail from and to agent	13 WHG	.10	60.00	.10	60.00	16017	7,860.00
Jan 27/21	Miscellaneous emails from Rahn and realtor re: Densley / Revise Schedule A and emails re: Doc. productions	13 WHG	.30	180.00	.30	180.00	16019	8,040.00
Jan 27/21	E-Mail from and to Densley agents	13 WHG	.10	60.00	.10	60.00	16021	8,100.00
Jan 27/21	E-Mail from and to Naomi / Revise sale of asset documents	13 WHG	.80	480.00	.80	480.00	16033	8,580.00
Jan 27/21	Reporting File	13 WHG	.10	60.00	.10	60.00	16050	8,640.00
Total unbilled time			14.40	8,640.00	14.40	8,640.00		
HST on 8,640.00 @ 13%				1,123.20				
Total unbilled Time & Taxes				9,763.20				

TIME SUMMARY

Lawyer	Bill Hours	Rate/Hr	Bill Value	Entered Hours	Entered Value	Last Entry
W.H. Greenspoon	14.40	@600.00	= 8,640.00	14.40	8,640.00	Jan 28 2021

ACCOUNTS RECEIVABLE

Bill#	Date	Cd	Lwyr	Orig. Bill Amount	Billed Disbs.	Billed Taxes	Billed Fees	Unpaid Disbs.	Unpaid Fees	Payments	Balance	Audit	Received From/ Description
112665	Dec 16/20	P	13	10,865.15	736.10	1,249.05	8,880.00	.00	.00		.00	B747007	
112665	Dec 22/20	R								10,865.15-		C284010	Dodick Landau Inc

Garfinkle, Biderman LLP

Date: Jan 28, 2021

Billing Statement to Jan 28/21 requested by WHG

Page: 3

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca
ACCOUNTS RECEIVABLE

<u>Bill#</u>	<u>Date</u>	<u>Cl Lvyr</u>	<u>Orig.Bill Amount</u>	<u>Billed Disbs.</u>	<u>Billed Taxes</u>	<u>Billed Fees</u>	<u>Unpaid Disbs.</u>	<u>Unpaid Fees</u>	<u>Payments</u>	<u>Balance</u>	<u>Audit</u>	<u>Received From/ Description</u>
Totals			10,865.15	736.10	1,249.05	8,880.00	.00	.00	10,865.15-	.00		

DODICK LANDAU INC.

4646 Dufferin Street
Suite 6
Toronto, Ontario, M3H 5S4

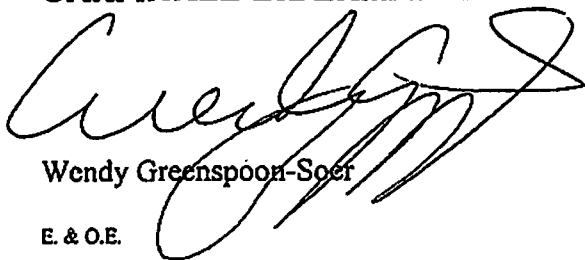
March 25, 2021

*Attention: Rahn Dodick***RE: RECEIVERSHIP OF ZUCCARO PROPERTIES**

TO OUR FEE for all services rendered as per the attached print-out:

OUR FEE HEREIN:	\$6,437.50
H.S.T. x 13%	\$836.88
DISBURSEMENTS:	
As per attached print-out	\$Nil
H.S.T. x 13%	\$Nil
Total Fees	\$6,437.50
Total Disbursements	\$Nil
Total H.S.T.	\$836.88
Total Fees, Disbursements, H.S.T.:	\$7,274.38

This is our Account Herein

GARFINKLE BIDERMAN LLP


Wendy Greenspoon-Soer
E. & O.E.

Garfinkle, Biderman LLP

Date: Mar 25, 2021

Billing Information Summary to Mar 25/21 requested by WHG

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File 12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

TIME SUMMARY

Lawyer	Bill Hours	Bill Value	Average Rate	Last Entry	Entered Hours	Entered Value
13 W.H. Greenspoon	10.30	6437.50	625.00	Mar 24/21	10.30	6437.50
Total unbilled time	10.30	6437.50 *			10.30	6437.50 *
HST on 6,437.50 @ 13%		836.88				
Total unbilled time & taxes		7274.38				
Total Taxes HST			836.88			
Total to Bill			7,274.38			

ACCOUNTS RECEIVABLE

Total Accounts Receivable .00

Transaction Levy Surcharge Posted : 100.00

BILLING HISTORY

Last bill: Jan 29/21
Fees to date: 17,520.00
Time billed: 18,240.00
Variance: 720.00-

Disbs billed: 736.10

QUOTED AMOUNTS

Fees quoted: .00

Billing Instructions			
File: 12574001	Bill Lawyer: 13 WHG		
Bill Date: _____	Bill No: _____		
Bill up to Mar 25 2021	_____		
Final <input type="checkbox"/>	Periodic <input type="checkbox"/>	Interim <input type="checkbox"/>	Write Off <input type="checkbox"/>
Bill Amount	\$ _____		
Disbursements Billed	\$ _____		
Including Unposted	\$ _____		
Photocopies	\$ _____		
Telephone	\$ _____		
Other _____	\$ _____		
Fee Billed	\$ _____		
Disbs taxable _____	Tax on Disbs	\$ _____	
	Tax on Fees	\$ _____	
Total Tax	\$ _____		
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Partnership Fee Credit	\$ _____		
Transfer from Trust to pay account	\$ _____		
Write Off			
Unbilled Disbursements	\$ _____		
Unbilled Time	\$ _____		
Accounts Receivable	\$ _____		
Close File <input type="checkbox"/>			
Account Approval _____			

Garfinke, Biderman LLP

Date: Mar 25, 2021

Billing Statement to Mar 25/21 requested by WIIG

Page: 1

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File 12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Date opened: November 18, 2020
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill		Entered		Entered		Audit	Bill Running Total
			Hours	Value	Hours	Value	Value	Value		
Feb 08/21	E-Mail from Receiver / Listing materials re: Densley	13 WHG	.20	125.00	.20	125.00	24010	125.00		125.00
Feb 11/21	E-Mail from Rahn re: bank responses	13 WHG	.10	62.50	.10	62.50	27025	187.50		187.50
Feb 12/21	E-Mail from Rahn / Densley update	13 WHG	.10	62.50	.10	62.50	30359	250.00		250.00
Feb 19/21	E-Mail from Rahn re: CBRE update	13 WHG	.10	62.50	.10	62.50	31065	312.50		312.50
Feb 22/21	E-Mail from Rahn / Review documents re: claim	13 WHG	.20	125.00	.20	125.00	32015	437.50		437.50
Feb 22/21	Letter To Baker	13 WHG	.20	125.00	.20	125.00	32034	562.50		562.50
Feb 23/21	Telephone Call From Baker	13 WHG	.20	125.00	.20	125.00	33025	687.50		687.50
Feb 23/21	E-Mail from and to Rahn	13 WHG	.10	62.50	.10	62.50	33035	750.00		750.00
Feb 24/21	E-Mail from and to Rahn	13 WHG	.10	62.50	.10	62.50	34018	812.50		812.50
Feb 24/21	Telephone Call From Baker	13 WHG	.10	62.50	.10	62.50	34019	875.00		875.00
Feb 25/21	Letter From Baker	13 WHG	.10	62.50	.10	62.50	35018	937.50		937.50
Mar 01/21	E-Mail from Rahn	13 WHG	.10	62.50	.10	62.50	37041	1,000.00		1,000.00
Mar 01/21	E-Mail from Rahn re: Densley offers	13 WHG	.10	62.50	.10	62.50	37052	1,062.50		1,062.50
Mar 02/21	E-Mail from Rahn / From agents	13 WHG	.10	62.50	.10	62.50	38097	1,125.00		1,125.00
Mar 02/21	Letter From Baker / Review motion materials	13 WHG	.20	125.00	.20	125.00	38105	1,250.00		1,250.00
Mar 02/21	E-Mail from Rahn re-vesting Order	13 WHG	.10	62.50	.10	62.50	38108	1,312.50		1,312.50
Mar 02/21	E-Mail to Avery	13 WHG	.10	62.50	.10	62.50	38110	1,375.00		1,375.00
Mar 02/21	E-Mail: Review asset sale documents / Email Rahn	13 WHG	.20	125.00	.20	125.00	38111	1,500.00		1,500.00
Mar 03/21	E-Mail from Avery re: 14B motion	13 WHG	.10	62.50	.10	62.50	39013	1,562.50		1,562.50
Mar 03/21	Telephone Call From Avery	13 WHG	.20	125.00	.20	125.00	39014	1,687.50		1,687.50
Mar 03/21	E-Mail from Avery re: 14B procedure	13 WHG	.10	62.50	.10	62.50	39015	1,750.00		1,750.00
Mar 03/21	Miscellaneous emails from and to Rahn re: metro asset sale	13 WHG	.20	125.00	.20	125.00	39017	1,875.00		1,875.00
Mar 03/21	E-Mail to Rahn	13 WHG	.10	62.50	.10	62.50	39022	1,937.50		1,937.50
Mar 03/21	E-Mail from Rahn	13 WHG	.10	62.50	.10	62.50	39025	2,000.00		2,000.00
Mar 03/21	Telephone Call To Rahn	13 WHG	.20	125.00	.20	125.00	39026	2,125.00		2,125.00
Mar 03/21	E-Mail from Avery	13 WHG	.10	62.50	.10	62.50	39030	2,187.50		2,187.50
Mar 05/21	E-Mail from Receiver re: Densley offers	13 WHG	.10	62.50	.10	62.50	41228	2,250.00		2,250.00
Mar 05/21	E-Mail from and to Rahn	13 WHG	.10	62.50	.10	62.50	41229	2,312.50		2,312.50
Mar 05/21	E-Mail from Rahn re: multiple Densley offers / Review	13 WHG	.30	187.50	.30	187.50	41231	2,500.00		2,500.00
Mar 05/21	Miscellaneous: Review Shama offer / Email Rahn	13 WHG	.40	250.00	.40	250.00	41232	2,750.00		2,750.00
Mar 05/21	Miscellaneous emails with Rahn and agents	13 WHG	.20	125.00	.20	125.00	41235	2,875.00		2,875.00
Mar 05/21	Miscellaneous emails with agents re: Densley offer	13 WHG	.50	312.50	.50	312.50	41239	3,187.50		3,187.50
Mar 08/21	E-Mail from Rahn re: Densley sale	13 WHG	.10	62.50	.10	62.50	42015	3,250.00		3,250.00
Mar 08/21	E-Mail from Avery / Response to 14B	13 WHG	.20	125.00	.20	125.00	42022	3,375.00		3,375.00
Mar 08/21	E-Mail from Rahn and agent re: deposit	13 WHG	.10	62.50	.10	62.50	42054	3,437.50		3,437.50
Mar 10/21	Prepare 14B motion for leave and vestign order materials	13 WHG	1.00	625.00	1.00	625.00	43025	4,062.50		4,062.50
Mar 11/21	E-Mail from and to Jasmeet re: closing	13 WHG	.10	62.50	.10	62.50	44025	4,125.00		4,125.00
Mar 11/21	E-Mail from and to Jasmeet re: closing	13 WHG	.10	62.50	.10	62.50	44026	4,187.50		4,187.50
Mar 12/21	E-Mail From and to Rahn	13 WHG	.10	62.50	.10	62.50	47166	4,250.00		4,250.00
Mar 12/21	Telephone Call To Jas	13 WHG	.20	125.00	.20	125.00	47167	4,375.00		4,375.00
Mar 12/21	Miscellaneous Emails with Rahn re Sale & Motion	13 WHG	.20	125.00	.20	125.00	47219	4,500.00		4,500.00
Mar 12/21	E-Mail From agent - Conf Agrmt	13 WHG	.10	62.50	.10	62.50	47222	4,562.50		4,562.50
Mar 12/21	E-Mail To Rahn re: Motion process	13 WHG	.10	62.50	.10	62.50	47223	4,625.00		4,625.00
Mar 15/21	E-Mail from & to Rahn	13 WHG	.10	62.50	.10	62.50	47163	4,687.50		4,687.50
Mar 15/21	Miscellaneous emails with Rahn re Densley sale	13 WHG	.20	125.00	.20	125.00	47174	4,812.50		4,812.50
Mar 15/21	Prepare confidentiality Agreement / E-mail Rahn	13 WHG	.50	312.50	.50	312.50	47230	5,125.00		5,125.00
Mar 15/21	E-Mail from Rahn re NOA / Review Changes / to Rahn	13 WHG	.20	125.00	.20	125.00	47233	5,250.00		5,250.00
Mar 15/21	E-Mail to Mendecho & Zeidman	13 WHG	.20	125.00	.20	125.00	47234	5,375.00		5,375.00
Mar 15/21	E-Mail to Rahn re Densley motion	13 WHG	.10	62.50	.10	62.50	47235	5,437.50		5,437.50
Mar 16/21	E-Mail from + to Merdecino/ to Avery	13 WHG	.20	125.00	.20	125.00	47116	5,562.50		5,562.50
Mar 16/21	E-Mail from + to Zeidman	13 WHG	.10	62.50	.10	62.50	47120	5,625.00		5,625.00
Mar 16/21	E-Mail from Rahn re MA	13 WHG	.10	62.50	.10	62.50	47121	5,687.50		5,687.50

Garfinkle, Biderman LLP

Date: Mar-25, 2021

Billing Statement to Mar 25/21 requested by WHG

Page: 2

Bill #: _____

Client
12574 DODICK LANDAU INC.
4646 DUFFERIN STREET
SUITE 6
TORONTO ON M3H 5S4
Client Lawyer: W.H. Greenspoon

File Date opened: November 18, 2020
12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
(120 Litigation - Levy)
TAXABLE - Ontario
Responsible: W.H. Greenspoon
Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
Mar 16/21	E-Mail form + to Agent	13 WHG	.10	62.50	.10	62.50	47151	5,750.00
Mar 18/21	E-Mail from Mendicino re removal	13 WHG	.10	62.50	.10	62.50	49047	5,812.50
Mar 18/21	Email to Mendicino & Avery re NDA	13 WHG	.10	62.50	.10	62.50	49048	5,875.00
Mar 18/21	E-Mail from Rahn re property	13 WHG	.10	62.50	.10	62.50	49049	5,937.50
Mar 18/21	E-Mail from Avery	13 WHG	.10	62.50	.10	62.50	49051	6,000.00
Mar 19/21	E-Mail from Zeidman / Review revisions to NDA	13 WHG	.20	125.00	.20	125.00	50120	6,125.00
Mar 20/21	E-Mail from Zeidman	13 WHG	.10	62.50	.10	62.50	50138	6,187.50
Mar 22/21	E-Mail to Avery and Frank	13 WHG	.10	62.50	.10	62.50	51042	6,250.00
Mar 23/21	E-Mail from Rahn re: mail	13 WHG	.10	62.50	.10	62.50	52026	6,312.50
Mar 23/21	E-Mail from and to Avery - NDA	13 WHG	.10	62.50	.10	62.50	52027	6,375.00
Mar 24/21	E-Mail from Avery re: NDA	13 WHG	.10	62.50	.10	62.50	53016	6,437.50
Total unbilled time			10.30	6,437.50	10.30	6,437.50		
HST on 6,437.50 @ 13%				836.88				
Total unbilled Time & Taxes				7,274.38				

TIME SUMMARY

Lawyer	Bill Hours	Rate/Hr	Bill Value	Entered Hours	Entered Value	Last Entry
W.H. Greenspoon	10.30	@625.00 =	6,437.50	10.30	6,437.50	Mar 25 2021

ACCOUNTS RECEIVABLE

Bill#	Date	Cd	Lawyr	Orig.Bill Amount	Billed Disbs.	Billed Taxes	Billed Fees	Unpaid Disbs.	Unpaid Fees	Payments	Balance	Audit	Received From/ Description
113243	Jan 29/21	P	13	9,763.20	.00	1,123.20	8,640.00	.00	.00		.00	B 51017	
113243	Feb 22/21	R								9,763.20-	.00	C 39005	Dodick Landau Inc.
112665	Dec 16/20	P	13	10,865.15	736.10	1,249.05	8,880.00	.00	.00		.00	B747007	
112665	Dec 22/20	R								10,865.15-	.00	C284010	Dodick Landau Inc
Totals				20,628.35	736.10	2,372.25	17,520.00	.00	.00	20,628.35-	.00		

In account with
Our file #12574-001

DODICK LANDAU INC.

4646 Dufferin Street
Suite 6
Toronto, Ontario, M3H 5S4

April 26, 2021

Attention: Rahn Dodick

RE: RECEIVERSHIP OF ZUCCARO PROPERTIES

TO OUR FEE for all services rendered as per the attached print-out:

OUR FEE HEREIN:	\$6,937.50
H.S.T. x 13%	\$901.88
DISBURSEMENTS:	
As per attached print-out	\$Nil
H.S.T. x 13%	\$Nil
Total Fees	\$6,937.50
Total Disbursements	\$Nil
Total H.S.T.	\$901.88
Total Fees, Disbursements, H.S.T.:	<u>\$7,839.38</u>

This is our Account Herein

GARFINKLE BIDERMAN LLP



Wendy Greenspoon-Soer

E. & O.E.

Date: Apr 26, 2021

Garfinkle, Biderman LLP
Billing Information Summary to Apr 26/21 requested by WHG

Bill #: _____

Client
 12574 DODICK LANDAU INC.
 4646 DUFFERIN STREET
 SUITE 6
 TORONTO ON M3H 5S4
 Client Lawyer: W.H. Greenspoon

File
 12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
 (120 Litigation - Levy)
 TAXABLE - Ontario
 Date opened: November 18, 2020
 Responsible: W.H. Greenspoon
 Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

TIME SUMMARY

Lawyer	Bill Hours	Bill Value	Average Rate	Last Entry	Entered Hours	Entered Value
13 W.H. Greenspoon	11.10	6937.50	625.00	Apr 23/21	11.10	6937.50
Total unbilled time	11.10	6937.50 *			11.10	6937.50 *
HST on 6,937.50 @ 13%		901.88				
Total unbilled time & taxes		7839.38				
Total Taxes HST			901.88			
Total to Bill			7,839.38			

ACCOUNTS RECEIVABLE

Total Accounts Receivable .00

Transaction Levy Surcharge Posted : 100.00

BILLING HISTORY

Last bill: Mar 26/21
 Fees to date: 23,957.50
 Time billed: 24,677.50
 Variance: 720.00-

Disbs billed: 736.10

QUOTED AMOUNTS

Fees quoted: .00

Billing Instructions			
File: 12574001	Bill Lawyer: 13 WHG		
Bill Date: _____	Bill No: _____		
Bill up to Apr 26 2021 _____			
Final <input type="checkbox"/>	Periodic <input type="checkbox"/>	Interim <input type="checkbox"/>	Write Off <input type="checkbox"/>
Bill Amount	\$ _____		
Disbursements Billed	\$ _____		
Including Unposted	\$ _____		
Photocopies	\$ _____		
Telephone	\$ _____		
Other _____	\$ _____		
Fee Billed	\$ _____		
Disbs taxable _____	Tax on Disbs	\$ _____	
	Tax on Fees	\$ _____	
Total Tax	\$ _____		
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Lawyer _____	Fee Credit	\$ _____	
Partnership Fee Credit	\$ _____		
Transfer from Trust to pay account	\$ _____		
Write Off			
Unbilled Disbursements	\$ _____		
Unbilled Time	\$ _____		
Accounts Receivable	\$ _____		
Close File <input type="checkbox"/>			
Account Approval _____			

Date: Apr 26, 2021

Garfinkle, Biderman LLP
Billing Statement to Apr 26/21 requested by WHG

Page: 1

Bill #: _____

Client
 12574 DODICK LANDAU INC.
 4646 DUFFERIN STREET
 SUITE 6
 TORONTO ON M3H 5S4
 Client Lawyer: W.H. Greenspoon

File
 12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
 (120 Litigation - Levy)
 TAXABLE - Ontario
 Date opened: November 18, 2020
 Responsible: W.H. Greenspoon
 Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
Mar 25/21	E-Mail from Avery re: cottage rent	13 WHG	.10	62.50	.10	62.50	53274	62.50
Mar 25/21	E-Mail from Rahn re: cottage rent	13 WHG	.10	62.50	.10	62.50	53275	125.00
Mar 25/21	E-Mail from and to Dhaliwal	13 WHG	.10	62.50	.10	62.50	53292	187.50
Mar 25/21	E-Mail to Medecino	13 WHG	.10	62.50	.10	62.50	53293	250.00
Mar 25/21	E-Mail from Avery	13 WHG	.10	62.50	.10	62.50	53296	312.50
Mar 25/21	E-Mail to Avery / Assemble Denseley documents	13 WHG	.20	125.00	.20	125.00	53307	437.50
Mar 26/21	Miscellaneous email for and to Rahn / from Avery re: properties	13 WHG	.20	125.00	.20	125.00	54004	562.50
Mar 26/21	E-Mail from Dhaliwal re: assignment	13 WHG	.10	62.50	.10	62.50	54005	625.00
Mar 26/21	E-Mail to client / From agents re: assignment	13 WHG	.10	62.50	.10	62.50	54006	687.50
Mar 26/21	Meeting with Rahn and Naomi re: multiple issues	13 WHG	1.00	625.00	1.00	625.00	54007	1,312.50
Mar 26/21	Prepare notes of meeting	13 WHG	.20	125.00	.20	125.00	54008	1,437.50
Mar 26/21	E-Mail to Dhaliwal re: Court Order	13 WHG	.10	62.50	.10	62.50	54016	1,500.00
Mar 29/21	E-Mail from agent / Review amendment	13 WHG	.10	62.50	.10	62.50	55072	1,562.50
Mar 29/21	E-Mail from agent / Review document	13 WHG	.10	62.50	.10	62.50	55076	1,625.00
Mar 29/21	E-Mail from Rahn	13 WHG	.10	62.50	.10	62.50	55077	1,687.50
Mar 30/21	E-Mail from Rahn	13 WHG	.10	62.50	.10	62.50	56092	1,750.00
Mar 30/21	Miscellaneous from Rahn re: Avery / Response and email from Naomi	13 WHG	.20	125.00	.20	125.00	56098	1,875.00
Mar 30/21	Telephone Call To Mendecino	13 WHG	.10	62.50	.10	62.50	56099	1,937.50
Mar 30/21	Miscellaneous emails with Receiver re: pending sale	13 WHG	.10	62.50	.10	62.50	56100	2,000.00
Mar 31/21	E-Mail from Rahn re: Soorty letter	13 WHG	.10	62.50	.10	62.50	57028	2,062.50
Mar 31/21	E-Mail from Avery / Order of Himel J.	13 WHG	.20	125.00	.20	125.00	57043	2,187.50
Mar 31/21	Prepare NDA re: King and Cottage / Email from and to Naomi	13 WHG	.30	187.50	.30	187.50	57044	2,375.00
Mar 31/21	Miscellaneous emails with Rahn and prepare draft letter to Avery re: various properties and dates	13 WHG	1.00	625.00	1.00	625.00	57045	3,000.00
Apr 01/21	Revise Document: draft letter to Avery with updates / Email Receiver	13 WHG	.30	187.50	.30	187.50	59018	3,187.50
Apr 01/21	E-Mail from Rahn / Reivew revisions	13 WHG	.20	125.00	.20	125.00	59028	3,312.50
Apr 01/21	E-Mail to Avery	13 WHG	.10	62.50	.10	62.50	59029	3,375.00
Apr 05/21	E-Mail from and to Zeidman re: NDA	13 WHG	.10	62.50	.10	62.50	60008	3,437.50
Apr 05/21	E-Mail from Zeidman with NOA revisions	13 WHG	.10	62.50	.10	62.50	60009	3,500.00
Apr 05/21	E-Mail from Avery	13 WHG	.10	62.50	.10	62.50	60028	3,562.50
Apr 05/21	E-Mail from and to Rahn	13 WHG	.10	62.50	.10	62.50	60031	3,625.00
Apr 06/21	Telephone Call To Rahn / Re: conference	13 WHG	.10	62.50	.10	62.50	61047	3,687.50
Apr 06/21	E-Mail to Avery re: conference call	13 WHG	.10	62.50	.10	62.50	61048	3,750.00
Apr 07/21	E-Mail from and to Avery	13 WHG	.10	62.50	.10	62.50	62012	3,812.50
Apr 07/21	E-Mail from Rahn	13 WHG	.10	62.50	.10	62.50	62016	3,875.00
Apr 07/21	E-Mail from Rahn re: BMO	13 WHG	.10	62.50	.10	62.50	62038	3,937.50
Apr 13/21	Miscellaneous emails with Jasmeet and Rahn	13 WHG	.20	125.00	.20	125.00	66045	4,062.50
Apr 13/21	E-Mail to Avery	13 WHG	.10	62.50	.10	62.50	66050	4,125.00
Apr 13/21	Prepare vesting order and Receiver's Cert.	13 WHG	.50	312.50	.50	312.50	66051	4,437.50
Apr 14/21	Miscellaneous emails with Avery and Rahn re: sale	13 WHG	.20	125.00	.20	125.00	67007	4,562.50
Apr 14/21	Telephone Call To Jasmeet re: vesting Order motion	13 WHG	.30	187.50	.30	187.50	67008	4,750.00
Apr 14/21	Telephone Call From Rahn re: Vesting Order motion	13 WHG	.20	125.00	.20	125.00	67011	4,875.00
Apr 14/21	Miscellaneous: Zoom meeting with Receiver and Avery	13 WHG	1.10	687.50	1.10	687.50	67023	5,562.50
Apr 14/21	Telephone Call To Apex Property Management	13 WHG	.10	62.50	.10	62.50	67024	5,625.00
Apr 14/21	E-Mail to Receiver adn Apex	13 WHG	.10	62.50	.10	62.50	67025	5,687.50
Apr 14/21	Prepare Draft letter to Hailey	13 WHG	.30	187.50	.30	187.50	67030	5,875.00
Apr 14/21	E-Mail to Rahn re: comm. list permission	13 WHG	.10	62.50	.10	62.50	67031	5,937.50
Apr 15/21	Miscellaneous emails - Rahn and Avery	13 WHG	.10	62.50	.10	62.50	68016	6,000.00
Apr 15/21	E-Mail from Rahn to Apex	13 WHG	.10	62.50	.10	62.50	68019	6,062.50
Apr 15/21	E-Mail from Rahn re: King occupancy	13 WHG	.10	62.50	.10	62.50	68023	6,125.00
Apr 15/21	E-Mail from Receiver / Email to Comm. Court	13 WHG	.10	62.50	.10	62.50	68039	6,187.50
Apr 15/21	E-Mail to Avery and Rahn re: Court App.	13 WHG	.10	62.50	.10	62.50	68040	6,250.00
Apr 19/21	E-Mail from Rahn re: Avery's motion	13 WHG	.10	62.50	.10	62.50	70015	6,312.50
Apr 19/21	E-Mail from Commercial Court / To Receiver	13 WHG	.10	62.50	.10	62.50	70026	6,375.00
Apr 19/21	E-Mail to Rahn re: Reporting	13 WHG	.10	62.50	.10	62.50	70027	6,437.50
Apr 19/21	E-Mail from and to Rahn re: reports	13 WHG	.10	62.50	.10	62.50	70032	6,500.00
Apr 21/21	E-Mail from Comm. Court	13 WHG	.10	62.50	.10	62.50	72022	6,562.50
Apr 21/21	E-Mail to Rahn re: motion for V.O.	13 WHG	.10	62.50	.10	62.50	72023	6,625.00
Apr 21/21	E-Mail to Jasmeet re: motion for V.O.	13 WHG	.10	62.50	.10	62.50	72024	6,687.50
Apr 21/21	E-Mail to Avery re: motion for V.O.	13 WHG	.10	62.50	.10	62.50	72025	6,750.00
Apr 21/21	E-Mail from and to Jasmeet	13 WHG	.10	62.50	.10	62.50	72026	6,812.50
Apr 23/21	E-Mail from Avery re: Application	13 WHG	.10	62.50	.10	62.50	74210	6,875.00
Apr 23/21	E-Mail from Rahn / Update to agents	13 WHG	.10	62.50	.10	62.50	74213	6,937.50

Date: Apr 26, 2021

Garfinkle, Biderman LLP
Billing Statement to Apr 26/21 requested by WHG

Page: 2

Bill #: _____

Client
 12574 DODICK LANDAU INC.
 4646 DUFFERIN STREET
 SUITE 6
 TORONTO ON M3H 5S4
 Client Lawyer: W.H. Greenspoon

File
 12574001 RECEIVERSHIP OF ZUCCARO PROPERTIES
 (120 Litigation - Levy)
 TAXABLE - Ontario
 Date opened: November 18, 2020
 Responsible: W.H. Greenspoon
 Assigned: W.H. Greenspoon

Email: rahn.dodick@dodick.ca

UNBILLED TIME

Date	Narrative	Lawyer	Bill Hours	Bill Value	Entered Hours	Entered Value	Audit	Bill Running Total
	Total unbilled time		11.10	6,937.50	11.10	6,937.50		
	HST on 6,937.50 @ 13%			901.88				
	Total unbilled Time & Taxes			7,839.38				

TIME SUMMARY

Lawyer	Bill Hours	Rate/Hr	Bill Value	Entered Hours	Entered Value	Last Entry
W.H. Greenspoon	11.10	@ 625.00 =	6,937.50	11.10	6,937.50	Apr 24 2021

ACCOUNTS RECEIVABLE

Bill#	Date	Cd	Lawyr	Orig.Bill Amount	Billed Disbs.	Billed Taxes	Billed Fees	Unpaid Disbs.	Unpaid Fees	Payments	Balance	Audit	Received From/ Description
114162	Mar 26/21	P	13	7,274.38	.00	836.88	6,437.50	.00	.00		.00	B179011	
114162	Apr 06/21	R								7,274.38-			C 72004 Dodick Landau Inc
113243	Jan 29/21	P	13	9,763.20	.00	1,123.20	8,640.00	.00	.00		.00		B 51017
113243	Feb 22/21	R								9,763.20-			C 39005 Dodick Landau Inc.
112665	Dec 16/20	P	13	10,865.15	736.10	1,249.05	8,880.00	.00	.00		.00		B747007
112665	Dec 22/20	R								10,865.15-			C284010 Dodick Landau Inc
Totals				27,902.73	736.10	3,209.13	23,957.50	.00	.00	27,902.73-	.00		

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No. CV-21-00661928

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 249 and 250(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,
c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)
AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O.
1990

Proceeding commenced at Toronto

AFFIDAVIT OF
ALEXANDER HORA
(SWORN MAY 18, 2021)

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

1 Adelaide Street East, Suite 801

Toronto, Ontario

M5C 2V9

Wendy Greenspoon-Soer LSUC#: 34698L

Tel: 416-869-1234

Fax: 416-869-0547

Email: wgreenspoon@garfinkle.com

Lawyers for the Applicant,

DODICK LANDAU INC.

(12574-001.PLEADINGS.VESTING ORDER.AFFIDAVIT OF
RAHN DODICK)

File Number: 12574-001

CONFIDENTIAL APPENDIX "1"

Confidential Appendix "1 " appended to Confidential Brief submitted separately to the Ontario Superior Court of Justice (Commercial List)

CONFIDENTIAL APPENDIX "2"

Confidential Appendix "2 " appended to Confidential Brief submitted separately to the Ontario Superior Court of Justice (Commercial List)

CONFIDENTIAL APPENDIX "3"

Confidential Appendix "3 " appended to Confidential Brief submitted separately to the Ontario Superior Court of Justice (Commercial List)

TAB 3

Court File No. CV-21-00661928 -00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
)
 JUSTICE) DAY OF MAY, 2021

B E T W E E N:

DODICK LANDAU INC.

Applicant

and

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC.
AND ORACCUZ HOLDING LTD.

Respondents

APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND*
***INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)**
AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990

APPROVAL AND VESTING ORDER

THIS MOTION, made by Dodick Landau Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Ltd. (the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by an Agreement of Purchase and Sale (the "Sale Agreement") between the Receiver and Ashiana Capital Corporation (the "Purchaser") dated March 5, 2021 and amended March 29, 2021 and appended to the Report of the Receiver dated May , 2021 (the "Report"), and vesting in the Purchaser the

Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and on the consent of Maria Zuccaro, the Added Respondents to the Family Court Proceedings, Giuseppe Zuccaro, Vito Antonio Zuccaro and Filomena Zuccaro, no one appearing for the Respondents, although properly served as appears from the affidavit of Iona Hrubrant sworn May filed:

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

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto] shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Douglas dated November 17, 2020 (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) any claims of Maria Zuccaro, Giuseppe Zuccaro, Vito Antonio Zuccaro, and Filomena Zuccaro arising in proceedings in the Newmarket Superior Court of Justice in Court File No. FC-19-0058934-0000, including without limitation those based on an unequal distribution of matrimonial assets, disputed ownership interests and or claims based on principles of constructive trust or resulting trust; and (iv) those Claims listed on Schedule C

hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto No. 66 of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

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

7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

Schedule A – Form of Receiver’s Certificate

Court File No. CV-21-00661928-00CL

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

B E T W E E N:

DODICK LANDAU INC.

Applicant

and

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC.
AND ORACCUZ HOLDING LTD.

Respondents

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)
AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990**

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice P.A. Douglas of the Ontario Superior Court of Justice (the "Court") dated November 17, 2020, Dodick Landau Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Ltd. (the "Debtor").

B. Pursuant to an Order of the Court dated May , 2021, the Court approved the agreement of purchase and sale made as of March 5, 2021 and amended March 29, 2021 (the "Sale Agreement") between the Receiver and Ashiana Capital Corporation (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set

out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

DODICK LANDAU INC., in its capacity as Receiver of the undertaking, property and assets of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Ltd., and not in its personal capacity

Per: _____
Name: Rahn Dodick
Title: President

Schedule B – Purchased Assets

PIN 10338-0104 (LT)

LT 4 PL 4325 North York; TORONTO (N YORK), CITY OF TORONTO

And municipally known as 76 Densley Avenue, Toronto, Ontario

Schedule C – Claims to be deleted and expunged from title to Real Property

<u>INSTRUMENT</u>	<u>DATE</u>	<u>INSTRUMENT TYPE</u>	<u>IN FAVOUR OF</u>
AT5036925	2018/12/18	CHARGE	EQUITABLE BANK
AT5036926	2018/12/18	ASSIGNMENT OF RENTS	EQUITABLE BANK
AT5149081	2019/05/3`	NOTICE OF LEASE	DISTRICT VENTURES KITCHEN
AT5500851	2020/08/21	APL (GENERAL)-CPL	MARIA ZUCCARO
AT5575277	2020/11/18	APL COURT ORDER	DODICK LANDAU INC.
AT5579428	2020/11/24	POSTPONEMENT	DODICK LANDAU INC.

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

(unaffected by the Vesting Order)

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No.

CV-21-00661928-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 249 and 250(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.
1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND
(3)(g) AND 41 OF THE RULES OF CIVIL PROCEDURE,
R.R.O. 1990

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

GARFINKLE BIDERMAN LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L

Tel: 416-869-1234

Fax: 416-869-0547

Email: wgreenspoon@garfinkle.com

Lawyers for the Applicant,
DODICK LANDAU INC.

File Number: 12574-001

TAB 4

Court File No. CV-21-00661928-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) , THE
 JUSTICE) DAY OF , 2021

B E T W E E N:

DODICK LANDAU INC.

Applicant

-And-

FRANK ZUCCARO, 863704 ONTARIO LIMITED, METROPOLITAN ICE CREAM INC.
 AND ORACCUZ HOLDING LTD.

Respondents

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND RULES 14.05(2) AND (3)(g)
 AND 41 OF THE RULES OF CIVIL PROCEDURE, R.R.O. 1990**

ORDER
(APPROVING THE RECEIVER'S ACTIVITIES AND FEES
and APPROVING DISTRIBUTIONS)

THIS MOTION, made by Dodick Landau Inc. in its capacity as the Court-appointed Receiver (the "Receiver") without security, of the assets, undertakings and property of Frank Zuccaro, 863704 Ontario Limited, Metropolitan Ice Cream Inc. and Oraccuz Holding Ltd. (the "Debtor") for an order, *inter alia*, approving the Receiver's activities as defined in the First Report of the Receiver dated May , 2021 (the "Receiver's First Report") and for an Order approving the fees of the Receiver and its counsel, and approving the distributions proposed in the Receiver's First Report and for an Order sealing the Confidential Appendices to the Receiver's First Report was heard this day by video conference due to the Covid-19 crisis.

ON READING the Receiver's First Report, the Fee Affidavit of Rahn Dodick, sworn May ____, 2021, the Fee Affidavit of Alexander Hora sworn May ____, 2021 and on hearing the submissions of counsel for the Receiver, and all other parties listed on the Counsel Slip, no one else appearing for any other person, although all parties appearing on the Service List in this proceeding were duly served as it appears from the Affidavit of Service of Iona Hrubant sworn on _____, 2021:

1. THIS COURT ORDERS that service of the Notice of Motion and the Motion Record including the Receiver's First Report is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof. All capitalized terms used herein and not otherwise defined are as defined in the Receiver's Second Report.

APPROVAL OF ACTIVITIES & FEES

2. THIS COURT ORDERS AND DECLARES that the Receiver's First Report and all of the activities of the Receiver described therein are hereby ratified and approved.

3. THIS COURT ORDERS AND DECLARES that the fees and disbursements of the Receiver and its counsel, as set out in the fee affidavits of Rahn Dodick, sworn May ____, 2021 and of Alexander Hora, sworn May ____, 2021, are hereby approved, and the Receiver is authorized and directed to pay all such fees which remain unpaid at this time.

DISTRIBUTION

4. THIS COURT ORDERS that the Receiver be and hereby is authorized to distribute to Equitable Bank the sum of \$1,691,685.77, together with such additional amounts as may be owing as at the date of distribution.

5. THIS COURT ORDERS that the Receiver be and hereby is authorized to distribute to Hillmount Capital Inc. the sum of \$265,624.80 together with such additional amounts as may be owing as at the date of distribution.

6. THIS COURT ORDERS that the Receiver be and is hereby authorized to distribute the sum of \$70,001.67 to Maria Zuccaro together with interest accrued thereon to the date of distribution.

7. THIS COURT ORDERS that the Receiver be and is hereby authorized to distribute the sum of \$24,000.00 to Maria Zuccaro together with interest accrued thereon to the date of distribution.

8. THIS COURT ORDERS that the Receiver is hereby authorized to distribute Ongoing Spousal Payments to Maria Zuccaro for the period beginning September 24, 2020 until such time as a further order is made directing the Receiver to distribute the remaining Densley Sale Proceeds or until there are insufficient funds in the Receivership to continue to make such payments.

GENERAL

9. THIS COURT ORDERS that Confidential Appendices 1-___, inclusive, to the Receiver's First Report shall be, and are, hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

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

11. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

12. THIS COURT ORDERS that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

13. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service.

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No.

CV-21-00661928-00CL

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

**APPLICATION UNDER SUBSECTION 249 and 250(1)
OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C.
1985, c. B-3, AS AMENDED AND RULES 14.05(2)AND
(3)(g) AND 41 OF THE RULES OF CIVIL PROCEDURE,
R.R.O. 1990**

Proceeding commenced at Toronto

**ORDER
(APPROVING THE RECEIVER'S
ACTIVITIES AND FEES and APPROVING
DISTRIBUTIONS)**

GARFINKLE BIDERMAN LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
Tel: 416-869-1234
Fax: 416-869-0547
Email: wgreenspoon@garfinkle.com

Lawyers for the Applicant,
DODICK LANDAU INC.

File Number: 12574-001

DODICK LANDAU INC.
Applicant

and

FRANK ZUCCARO. et al.
Respondents

Court File No. CV-21-00661928-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**APPLICATION UNDER SUBSECTION 249 and 250(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS
AMENDED AND RULES 14.05(2) AND (3)(g) AND 41 OF THE
RULES OF CIVIL PROCEDURE, R.R.O. 1990**

Proceeding commenced at Toronto

MOTION RECORD

APPROVAL AND VESTING ORDER, APPROVE
RECEIVER'S ACTIVITIES AND FEES, APPROVE
DISTRIBUTION)

(MOTION RETURNABLE ____, 2021)

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario, M5C 2V9

Wendy Greenspoon-Soer LSUC#: 34698L
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicant,
DODICK LANDAU INC.

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