

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**MOTION RECORD OF THE TRUSTEE**  
(re approval of sale of the Kiosk Unit,  
approval of the Reports, and approval of fees and disbursements)  
(motion returnable December 2, 2020)

November 24, 2020

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**TO: THE ATTACHED SERVICE LIST**

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

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**TAB 1**

Court File No. CV15-10882-00CL

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**NOTICE OF MOTION**

(re approval of sale of the Kiosk Unit,  
approval of Reports and approval of fees and disbursements)  
(motion returnable December 2, 2020)

**RSM CANADA LIMITED** (“RSM”), in its capacity as Court-appointed *Construction Lien Act* (Ontario) trustee in this proceeding (the “Trustee”) will make a motion to a Judge of the Commercial List on Wednesday December 2, 2020 at 9:30 a.m., or as soon after that time as the motion can be heard, by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by e-mailing Sam Rappos at samr@chaitons.com.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

- (a) an order, if necessary, abridging the time for service of this notice of motion and the Trustee's motion record and validating the method of service so that the motion is properly returnable on December 2, 2020
- (b) an order approving the sale by the Trustee of kiosk unit 390 (the "**Kiosk Unit**") to Lap Ki Yim and Winnie Ching Ching Lau (collectively, the "**Purchaser**"), and vesting such property in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Purchaser;
- (c) authorizing the Trustee to distribute to York Region Standard Condominium Corporation No. 1228 ("**YRSCC 1228**") the amount it is entitled to in connection with its registered condominium lien over the Kiosk Unit, to be considered by the Trustee;
- (d) approving the Eighteenth Report of the Trustee dated October 12, 2017, the Nineteenth Report of the Trustee dated October 27, 2017, the Twentieth Report of the Trustee dated December 20, 2017, the Supplement to the Twentieth Report dated January 5, 2018, the Twenty-First Report of the Trustee dated January 18, 2018, the Twenty-Second Report dated March 14, 2018, the Twenty-Third Report of the Trustee dated July 10, 2018, the Twenty-Fourth Report of the Trustee dated April 8, 2019, the Twenty-Fifth Report of the Trustee dated August 26, 2019, the Twenty-Sixth Report of the Trustee dated August 25, 2020, and the Twenty-

Seventh Report of the Trustee dated November 24, 2020 (the “**Twenty-Seventh Report**”) (collectively, the “**Reports**”);

- (e) approving the fees and disbursements of the Trustee and its counsel Chaitons LLP (“**Chaitons**”) as set out in the Twenty-Seventh Report and fee affidavits appended thereto; and
- (f) such further and other relief as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. On February 11, 2015, Collins Barrow Toronto Limited (“**CBTL**”) was appointed as Trustee under the *CLA* with respect to lands and premises owned by Jade-Kennedy Development Corporation and legally described in Schedule “A” to the Appointment Order (the “**Property**”), pursuant to the Order of The Honourable Mr. Justice Pattillo dated February 11, 2015 (the “**Appointment Order**”).
2. On December 5, 2017, the Court appointed RSM to replace CBTL as the Trustee in this proceeding.
3. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:
  - (a) act as receiver and manager of the Property;
  - (b) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (c) market any or all of the Property;
- (d) sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court; and
- (e) 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.

#### **Sale of the Kiosk Unit**

- 4. The Property includes the Kiosk Unit.
- 5. The Trustee previously retained TradeWorld Realty Inc. (“**TradeWorld**”) in May 2015 to list, among other things, the Kiosk Unit.
- 6. In its over 20-month period as real estate listing agent, TradeWorld did not receive any offers to purchase the Kiosk Unit.
- 7. The Trustee retained Century 21 as its real estate listing agent on February 3, 2017.
- 8. The Trustee has entered into a sale agreement with the Purchaser for the Kiosk Unit.
- 9. The Trustee recommends that the sale transaction be approved by the Court, as:
  - (a) the Kiosk Unit has been fairly and sufficiently exposed to the market;
  - (b) all reasonable steps have been taken to obtain the best price possible for the Kiosk Unit;
  - (c) the offer is the highest offer the Trustee has received for the Kiosk Unit; and

- (d) the offer is unconditional other than with respect to the Trustee obtaining Court approval of the sale transaction and a vesting order.
10. In the event that this transaction is approved by the Court and closes, the Trustee will take steps to distribute to YRSCC 1228 the amount it is entitled to in connection with its registered condominium lien against the Kiosk Unit for unpaid condominium fees, to be confirmed by the Trustee.

### **Approval of Fees and Disbursements**

11. Pursuant to paragraph 18 of the Appointment Order, the Trustee and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Trustee and its counsel shall pass their accounts.
12. The Trustee is of the view that its fees and disbursements, and the fees and disbursements of Chaitons, as detailed in the Twenty-Seventh Report and the fee affidavits appended thereto, are fair and reasonable and should be approved by the Court.

### **General**

13. The Reports.
14. The Affidavit of Bryan Tannenbaum sworn November 12, 2020 and the Affidavit of Maya Poliak sworn November 24, 2020.
15. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
16. The equitable and inherent jurisdiction of the Court.

17. Such other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Twenty-Seventh Report and the appendices thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

November 24, 2020

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**TO: THE SERVICE LIST**

**Lawyers for RSM Canada Limited,  
Court-appointed Trustee**

**SCHEDULE “A”**

<https://us02web.zoom.us/j/81885601129?pwd=a3AyVlRldkxvVGFWWlJBQ2lFazRoUT09>

Meeting ID: 818 8560 1129

Passcode: 838340

One tap mobile

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Dial by your location

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+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

Meeting ID: 818 8560 1129

Passcode: 838340

Find your local number: <https://us02web.zoom.us/u/keDiRcSNlb>

**IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED  
AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNED DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1)  
OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV15-10882-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION**

(re approval of sale of the Kiosk Unit, approval of the Reports and approval of fees and disbursements)  
(motion returnable December 2, 2020)

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Court-appointed Trustee**

**TAB 2**

Court File No. CV-15-10882-00CL

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C. 30**

**AND IN THE MATTER OF THE APPLICATION MADE BY JADE-KENNEDY  
DEVELOPMENT CORPORATION FOR THE APPOINTMENT OF A TRUSTEE  
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C. 30**

**TWENTY-SEVENTH REPORT TO THE COURT OF RSM CANADA LIMITED AS  
CONSTRUCTION LIEN TRUSTEE OF SOUTH UNIONVILLE SQUARE**

**November 24, 2020**

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**APPENDICES**

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Appendix "H"	Affidavit of Maya Poliak sworn November 24, 2020

## INTRODUCTION

1. By Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 11, 2015 (the “**Appointment Order**”), Collins Barrow Toronto Limited was appointed trustee (the “**Trustee**”) pursuant to section 68(1) of the *Construction Lien Act* (Ontario), of the lands and premises legally described in Schedule “A” of the Appointment Order comprised of commercial and residential condominium units, parking and locker units, and vacant lands owned by Jade-Kennedy Development Corporation (“**JKDC**”) (the “**Property**”). Pursuant to the Order of The Honourable Mr. Justice Hainey made on December 5, 2017, the name of the Trustee was changed to RSM Canada Limited.
2. The Appointment Order authorized the Trustee to, among other things, act as receiver and manager of the Property, take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, market any or all of the Property, and sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court.
3. All Court documents referred to herein, and other publicly available information relating to this proceeding, has been posted on the Trustee’s website (the “**Website**”), which can be found at: <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/jade-kennedy-development-corporation.html>

## PURPOSE OF TWENTY-SEVENTH REPORT

4. The purpose of this Twenty-Seventh Report of the Trustee (the “**Twenty-Seventh Report**”) is to:
- (a) report to the Court on the Trustee’s activities since September 25, 2017, being the date of the Trustee’s Seventeenth Report to the Court (the “**Seventeenth Report**”);
  - (b) provide the Court with an overview with respect to the realizations achieved by the Trustee from the SUSQ Project and other property of JKDC since the Seventeenth Report, and to update the Court on the claims of mortgagees, construction lien claimants, secured creditors and condominium corporations to such proceeds and the distributions to be made by the Trustee;
  - (c) provide an interim statement of the Trustee’s receipts and disbursements for the period from February 11, 2015 to October 31, 2020;
  - (d) request that the Court grant orders:
    - (i) approving the Eighteenth Report of the Trustee dated October 12, 2017, the Nineteenth Report of the Trustee dated October 27, 2017, the Twentieth Report of the Trustee dated December 20, 2017, the Supplement to the Twentieth Report dated January 5, 2018, the Twenty-First Report of the Trustee dated January 18, 2018, the Twenty-Second Report dated March 14, 2018, the Twenty-Third

Report of the Trustee dated July 10, 2018, the Twenty-Fourth Report of the Trustee dated April 8, 2019, the Twenty-Fifth Report of the Trustee dated August 26, 2019, the Twenty-Sixth Report of the Trustee dated August 25, 2020, and this Twenty-Seventh Report (collectively, the “**Reports**”);

- (ii) approving the sale by the Trustee of Kiosk Unit 390 (the “**Kiosk Unit**”) to Lap Ki Yim and Winnie Ching Ching Lau (collectively, the “**Purchaser**”) and vesting such property in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Purchaser; and
- (iii) approving the fees and disbursements of the Trustee and its counsel Chaitons LLP (“**Chaitons**”) as set out in herein and the fee affidavits attached as appendices hereto.

## **TERMS OF REFERENCE**

5. In preparing this Twenty-Seventh Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of JKDC, discussions with management and employees of JKDC and other companies within the MADY group of companies, and information received from other third-party sources (collectively, the “**Information**”). Certain of the information contained in this Twenty-Seventh Report may refer to, or is based on, the Information. As the Information has been provided by JKDC or other parties,

the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited 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 CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

### **REPORTS PREVIOUSLY FILED**

6. As noted above, on February 11, 2015, the Court appointed Collins Barrow Toronto Limited (name subsequently changed to RSM Canada Limited) as the Trustee. Since its appointment, the Trustee has filed twenty-six reports with the Court, along with certain supplemental reports. Copies of all of these reports (with appendices included), can be found on the Trustee's Website.
7. The Court previously approved the First Report dated April 23, 2015 through to and including the Seventeenth Report, and all supplemental reports. Copies of the Court orders approving such reports can be found on the Trustee's Website.
8. As a result, at this time the Trustee is seeking approval of the Reports, and the conduct and activities of the Trustee as set out therein and herein.

### **BACKGROUND**

9. JKDC is an Ontario corporation that was incorporated on January 30, 2008 and has its registered office located in Markham, Ontario. JKDC was incorporated for the purpose of being the registered owner of the Property and developer of the

South Unionville Square condominium project (the “**SUSQ Project**”) to be constructed in phases on certain portions of the Property, which is located in Markham, Ontario.

10. JKDC sought the appointment of the Trustee as it was insolvent. Contractors had registered construction lien claims against title to the Property and the appointment was necessary to complete the closing of pre-sold units, market and sell the unsold units and distribute the sale proceeds pursuant to Court orders.

### **SUSQ PROPERTY AT THE DATE OF THE TRUSTEE’S APPOINTMENT**

11. A summary of the SUSQ Project and the Property, together with the realizations achieved to September 25, 2017, are set out in paragraphs 12 to 29 of the Seventeenth Report, a copy of which is attached hereto and marked as **Appendix “A”**.

### **REALIZATIONS FROM SUSQ PROJECT**

12. As reported in paragraph 29 of the Seventeenth Report, the Trustee had completed sales of all remaining units in Phases I and II of the SUSQ Project with the exception of:
  - (a) five Phase I Commercial Units (three mall units and two kiosk units);
  - (b) four Phase I Parking Units;
  - (c) three Phase II Commercial Units; and
  - (d) two Phase II Parking Units.

13. As of the date of this Twenty-Seventh Report, the status of these remaining units is as follows:
- (a) four of the five Phase I Commercial Units have been sold pursuant to Court approval orders, and the Trustee is seeking Court approval of the sale of the fifth unit herein;
  - (b) the Trustee has been unable to date sell the Phase I Parking Units;
  - (c) the three Phase II Commercial Units have been sold pursuant to Court approval orders; and
  - (d) the two Phase II Parking Units have been sold pursuant to Court approval orders.
14. As a result, if the Court approves the Trustee's request to sell the Kiosk Unit to the Purchaser, the only real property remaining will be the Phase I Parking Units, which are discussed below.

## **REALIZATIONS FROM NON-SUSQ PROJECT PROPERTY**

### **Letters of Credit Funds**

15. A summary of the letters of credit that had been issued in connection with the SUSQ Project is contained in paragraphs 30 to 39 of the Seventeenth Report.
16. As reported in the Seventeenth Report, as of September 25, 2017, there were seven letters of credit ("**LCs**") still outstanding having a face value of \$957,479.08

17. As of the date of this Twenty-Seventh Report, the Trustee has arranged for the completion of all required works related to these LCs, received confirmation of the full release of all LCs from the beneficiaries, and received the balance of the cash collateral held of \$1,038,363.95 (after fees and interest).

### **Deposit Funds**

18. As reported previously, JKDC obtained residential and commercial deposit insurance facilities, and Tarion Warranty Corporation ("**Tarion**") bonds totaling \$5.3 million from Aviva Insurance Company of Canada ("**Aviva**") in connection with its obligations under the *Ontario New Home Warranties Act*. JKDC granted Aviva a security interest in all deposits being held by its lawyers, Harris, Sheaffer LLP, as escrow agent ("**Escrow Agent**").
19. The Escrow Agent advised the Trustee that as at September 20, 2017, it held \$873,734.62 in escrow representing deposits JKDC received from purchasers (plus accrued interest), which was held as security for JKDC's obligations to Aviva.
20. The Trustee has spent considerable time and effort to arrange for the necessary steps to be completed in order to eliminate the outstanding Tarion bonds and receive a full release of the security from Aviva.
21. Since the Seventeenth Report, the bonds have been fully released and the Trustee received payment of the balance of \$872,260.28 (after accrued interests and costs) in deposits that were released by the Escrow Agent.

**SALE PROCEEDS AND DISTRIBUTIONS TO DATE**

22. A summary of the mortgagees, secured creditors, and constructions lien claimants with respect to the SUSQ Project is contained in paragraphs 48 through 88 of the Seventeenth Report.
23. As of the date of this Twenty-Seventh Report, the Trustee has distributed all of the Court-approved payments to the construction lien claimants and there have been no further claims filed.
24. On July 4, 2017, the Trustee received Court approval to distribute \$1,200,000 to Am-Stat Corporation ("**Am-Stat Corporation**") based on the its mortgage over vacant lands owned by JKDC.
25. On September 29, 2017, the Trustee received Court approval to make interim distributions to Am-Stat of \$3,000,000 to and MarshallZehr Group Inc. ("MarshallZehr"), a mortgagee, of \$800,000 and to make further distributions to both creditors without approval of the Court when property subject to their respective security had been realized by the Trustee. The distributions are based on the calculation of net sale proceeds to date (taking into account direct unit costs) and an allocation of administrative costs as approved in the Seventeenth Report.
26. Since the date of the Seventeenth Report, the Trustee distributed an additional \$5,050,000 to Am-Stat for total distributions to date of \$6,250,000. As set out in **Appendix "B"** hereto, distributions are based on sales of \$13,395,333.20 after taking into account: direct unit costs of \$362,127.88 (including condominium fees, condominium arrears subject to valid liens, realty taxes and realtors'

commissions), third party consultant/repair costs of \$1,930,171.84, delayed occupancy payments required by Tarion of \$188,712.56, an allocation of administrative costs of \$2,464,604.42 as approved in the Seventeenth Report and court approved lien claimants payment of \$1,513,172.82 and a distribution to Laurentian for reimbursement of legal fees of \$92,131.59. The Trustee currently holds \$594,412.50 before reserves that is subject to Am-Stat's security.

27. Since the date of the Seventeenth Report, the Trustee has distributed an additional \$290,000 to MarshallZehr for total distributions to date of \$1,090,000. As set out in **Appendix "C"**, distributions are based on sales to date of \$1,881,065.89 less direct unit costs (including condominium fees, condominium arrears subject to valid liens, realty taxes and realtor's commissions) of \$522,369.87, an allocation of administrative costs of \$152,126.97 as approved in the Seventeenth Report and the Court approved lien claim payment of \$107,820.88. The Trustee currently holds \$8,748.18 before the closing proceeds of Kiosk 390 are received and reserves are taken into account.

## **REMAINING PROPERTY**

### **Phase I Parking Units**

28. As noted in paragraphs 12 and 13 of the Seventeenth Report:
- (a) Phase I of the SUSQ Project was the development and construction of 28 residential townhomes, a T&T Supermarket, and a commercial condominium project;

- (b) The condominium declaration was registered on April 17, 2013 (the “**Condominium Declaration**”), and York Region Standard Condominium Corporation No. 1228 (“**YRSCC 1228**”) was established.
29. As noted above, there are four unsold Phase I Parking Units, which are parking units that are only accessible to the residents of the Phase I townhomes. Clause 4.4 of the Condominium Declaration provides that the Phase I Parking Units can only be sold to either a townhome owner or YRSCC 1228 as the condominium corporation.
30. The Trustee directly contacted YRSCC 1228 on numerous occasions to determine if they were interested in purchasing these parking units and was advised that they were not.
31. The Trustee posted Notices For Sale at strategic locations throughout the complex in English and Chinese in 2016 and 2017. The Trustee did not receive any interest from prospective purchasers.
32. In January 2017, the Trustee listed the Phase I Parking Units with Century 21 at the recommended price of \$25,000 each.
33. On September 25, 2019, YRSCC 1228 submitted an offer to purchase the Phase I Parking Units for \$1,000 each. The Trustee signed back each of these offers at a price of \$15,000 on October 2, 2019. After numerous discussions, YRSCC 1228 refused to increase the prices above \$1,000 each.

34. In January 2020, Century 21 recommended that the listing prices be lowered to \$5,000 each and the listing advertise that offers be submitted by June 15, 2020, however the Trustee had the ability to accept any offer before this deadline.
35. During 2020, Century 21 has continued to market the Phase I Parking Units to the townhome owners and to YRSCC 1228 through its property manager PH Property Mgmt. & Consulting Inc.
36. The monthly condominium fees on each of the four units is \$22.83 (including HST) and the annual property taxes on each of the four units is \$87.95.
37. In addition, the Trustee has confirmed that YRSCC 1228 has registered condominium liens against the Phase I Parking Units and has received and verified schedules indicating that YRSCC 1228 is entitled to \$1,281.23 per unit relating to condominium fee arrears subject to valid liens. The Phase I Parking Units are not subject to any mortgages.
38. The Trustee believes it has sufficiently marketed the Phase I Parking Units to the limited pool of buyers resulting in no viable offers to purchase them. The Trustee intends to offer that these units be transferred to YRSCC 1228 in exchange for the extinguishment of the related condominium arrears subject to a valid lien.
39. The Trustee will report to the Court regarding such discussions in its final report to the Court.

**Approval of the sale of the Kiosk Unit**

40. As noted above, pursuant to paragraphs 3(k) through (m) of the Appointment Order, the Trustee was authorized by the Court to market the Property, sell the Property with the approval of the Court, and to apply for vesting orders necessary to convey the Property free and clear of all claims and encumbrances affecting the Property.
41. Pursuant to paragraph 3(d) of the Appointment Order, the Trustee was authorized by the Court to engage agents to assist with the exercise of the Trustee's powers and duties.
42. As previously reported to the Court, the Trustee had retained TradeWorld Realty Inc. ("**TradeWorld**") to list certain unsold Property for sale, pursuant to a listing agreement dated May 4, 2015. This Property included the Kiosk Unit.
43. After several extensions, the Trustee allowed this agreement to expire on January 15, 2017.
44. During its retainer period, TradeWorld had listed the Kiosk Unit for \$99,000.
45. In its over 20-month period as real estate listing agent, TradeWorld did not receive any offers to purchase this unit.
46. The Trustee retained Century 21 as its real estate listing agent for all unsold Property on February 3, 2017. The Kiosk Unit was listed at a price of \$48,000 by Century 21.

47. An offer for \$1,000 was received from YRSCC 1228 on September 25, 2019 and signed back by the Trustee at \$25,000, which was not accepted.
48. In January 2020, Century 21 recommended that the listing price be lowered to \$15,000 and the listing advertise that offers be submitted by June 15, 2020, however the Trustee had the ability to accept any offer before this deadline.
49. The Purchaser submitted an offer of \$12,000 on October 15, 2020. The Trustee signed back the offer at \$17,000 on October 20, 2020. The Purchaser signed back the offer at \$15,000 which was accepted by the Trustee as set out in the agreement of purchase dated October 21, 2020, a copy of which is attached hereto and marked as **Appendix "D"**. A copy of the parcel register for the Kiosk Unit is attached hereto and marked as **Appendix "E"**.
50. The Kiosk Unit is subject to the following encumbrances:
  - (a) a \$30.0 million charge in favour of Aviva, who has been repaid;
  - (b) a condominium lien in favour of YRSCC No. 1228 in the registered amount of \$1,499 as of November 20, 2013;
  - (c) a \$3.6 million charge in favour of Laurentian Bank of Canada ("**LBC**"), who has been repaid;
  - (d) a \$2.4 million charge in favour of LBC;
  - (e) an \$8.0 million charge in favour of MarshallZehr; and
  - (f) construction lien in favour of Draglam, who has been repaid.

51. The Trustee is in discussions with YRSCC 1228 regarding the amount that is outstanding and secured by its condominium lien.
52. The Trustee recommends that the sale transaction be approved by the Court, as:
  - (a) the Kiosk Unit has been fairly and sufficiently exposed to the market;
  - (b) all reasonable steps have been taken to obtain the best price possible for the unit;
  - (c) this is the highest offer the Trustee has received at the current listing price; and
  - (d) the offer is unconditional other than with respect to the Trustee obtaining Court approval of the sale transaction and a vesting order.
53. If the Court approves the sale transaction, the transaction is scheduled to close on December 15, 2020.
54. In the event that this transaction is approved by the Court and closes, the Trustee will take steps to distribute to YRSCC 1228 the amount it is entitled to in connection with its registered condominium lien, to be confirmed by the Trustee.

#### **Landowners' Agreement Refund**

55. As owner of the Property, JKDC was party to a South Unionville Planning District Landowners' Agreement (the "**Agreement**"). Under the Agreement, the owners/developers of certain lands in Markham, Ontario contributed certain of their lands for community use. The Agreement provides that if an owner's contribution

of lands for community use exceeds its proportion of the total developable area of the lands owned by all of the owners, the owner would be entitled to a reimbursement.

56. Since its appointment, the Trustee, through its counsel, has been in contact with the trustee of the owners under the Agreement, to receive information concerning whether JKDC would be entitled to a reimbursement under the Agreement.
57. As of the date of this Twenty-Seventh Report, it is unclear whether there will be any funds that will be distributed to JKDC in the future in connection with the Agreement. The Trustee intends to report to the Court on this issue in its final report.

### **Funds in Trust**

58. As noted in the Seventeenth Report, by Order of Justice Wilton-Siegel, the professional fees of LBC associated with its \$45 million charge had priority over the construction lien claimants with respect to the net sale proceeds of the SUSQ property subject to such charge.
59. Am-Stat agreed to an interim distribution of legal fees on account of the legal fees claimed by LBC. \$92,131.59 was paid to LBC on July 5, 2018.
60. The Trustee has continued to hold a reserve of \$10,000 for any additional fees that are agreed upon by Am-Stat and Laurentian. The Trustee's counsel has reached out to counsel to see if a resolution has been reached regarding the outstanding amount, but the parties have not reached an agreement to date.

## RECEIPTS AND DISBURSEMENTS

61. Attached hereto as **Appendix “F”** is the Trustee’s Statement of Receipts and Disbursements for the period from February 11, 2015 to November 15, 2020 (the **“R&D Statement”**).
62. As indicated in the R&D Statement, the Trustee has an excess of Receipts over Disbursements of \$603,160.68 as of November 15, 2020.

## FEES AND DISBURSEMENTS OF THE TRUSTEE AND ITS COUNSEL

63. Pursuant to paragraph 18 of the Appointment Order, the Trustee and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Trustee and its counsel shall pass their accounts.
64. The Trustee’s fees and disbursements for the period February 11, 2015 to July 31, 2017 were previously approved by the court pursuant to the Court Order dated September 29, 2017.
65. The total fees of the Trustee from August 1, 2017 to October 31, 2020 were \$264,164.00 plus disbursements of \$864.70 plus HST of \$34,453.77 for a total of \$299,482.47, as set out in the Affidavit of Bryan Tannenbaum sworn November 12, 2020, a copy of which is attached hereto as **Appendix “G”**.

66. Chaitons fees and disbursements, as insolvency counsel to the Trustee, for the period January 5, 2015 to August 31, 2017 were previously approved by the Court pursuant to the Court Order dated September 29, 2017.
67. The total fees of Chaitons, as insolvency counsel to the Trustee, for the period from September 1, 2017 to October 31, 2020 were \$52,356.50 plus disbursements of \$6,084.18 and HST of \$7,212.34 for a total of \$65,653.02, as set out in the Affidavit of Maya Poliak sworn November 24, 2020, a copy of which is attached hereto and marked as **Appendix "H"**.

#### **TRUSTEE'S REQUEST TO THE COURT**

68. The Trustee requests that the Court grant the orders described in paragraph 4 above.

All of which is respectfully submitted to this Court as of this 24<sup>th</sup> day of November, 2020.

#### **RSM CANADA LIMITED**

In its capacity as Trustee under the Construction Lien Act of Jade-Kennedy Development Corporation as owner of South Unionville Square and not in its personal capacity

Per:   
\_\_\_\_\_  
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT  
President

# APPENDIX A

Court File No. CV-15-10882-00CL

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30***

**AND IN THE MATTER OF THE APPLICATION MADE BY JADE-KENNEDY  
DEVELOPMENT CORPORATION FOR THE APPOINTMENT OF A TRUSTEE  
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30***

**SEVENTEENTH REPORT TO THE COURT OF COLLINS BARROW TORONTO  
LIMITED AS CONSTRUCTION LIEN TRUSTEE OF SOUTH UNIONVILLE SQUARE**

**SEPTEMBER 25, 2017**

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Appendix "F"	Trustee R&D Statement
Appendix "G"	Chart re MZG Distribution
Appendix "H"	Chart re Am-Stat Distribution
Appendix "I"	Affidavit of Bryan Tannenbaum sworn September 13, 2017
Appendix "J"	Affidavit of Harvey Chaiton sworn September 25, 2017

## INTRODUCTION

1. By Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 11, 2015 (the "**Appointment Order**"), Collins Barrow Toronto Limited ("**CBTL**") was appointed trustee (the "**Trustee**") pursuant to section 68(1) of the *Construction Lien Act* (Ontario) (the "**CLA**"), of the lands and premises legally described in Schedule "A" of the Appointment Order comprised of commercial and residential condominium units, parking and locker units, and vacant lands owned by Jade-Kennedy Development Corporation ("**JKDC**") (the "**SUSQ Property**").
2. The Appointment Order authorized the Trustee to, among other things, act as receiver and manager of the SUSQ Property, take possession and control of the SUSQ Property and any and all proceeds, receipts and disbursements arising out of or from the SUSQ Property, market any or all of the SUSQ Property, and sell, convey, transfer, lease or assign the SUSQ Property or any part or parts thereof with the approval of the Court.
3. All Court documents referred to herein, and other publicly available information relating to this proceeding, has been posted on the Trustee's website (the "**Trustee's Website**"), which can be found at:

<http://www.collinsbarrow.com/en/cbn/jade-kennedy-development-corporation>

## PURPOSE OF SEVENTEENTH REPORT

4. The purpose of this Seventeenth Report of the Trustee (the “**Seventeenth Report**”) is to:
- (a) provide the Court with an overview with respect to the realizations achieved by the Trustee from the SUSQ Property and other property of JKDC since the Trustee’s appointment, and the claims of mortgagees, construction lien claimants, secured creditors and condominium corporations to such proceeds;
  - (b) provide an interim statement of the Trustee’s receipts and disbursements for the period from February 11, 2015 to September 8, 2017;
  - (c) provide the Court with the Trustee’s proposed allocation of administrative costs across all realization proceeds;
  - (d) report to the Court on the Trustee’s activities since March 15, 2016, being the date of the Trustee’s Sixth Report to the Court;
  - (e) request that the Court grant orders:
    - (i) approving the Trustee’s proposal for the allocation of administrative costs across all realization proceeds;
    - (ii) authorizing the Trustee to distribute \$800,000 from the net sale proceeds from the Phase I Mall Units, Unit 60 and certain of the Phase I Kiosk Units (each as defined below) to MarshallZehr Group

Inc. ("**MZG**" or "**MarshallZehr**"), as mortgagee, and authorizing the Trustee to make further distributions without Court order;

- (iii) authorizing the Trustee to distribute \$3,000,000 from the net sale proceeds of the Phase II Property, the Vacant Lands and from non-SUSQ Property (each as defined below) proceeds to Am-Stat Corporation ("**Am-Stat**"), as mortgagee and secured creditor, and authorizing the Trustee to make further distributions without Court order;
- (iv) authorizing the Trustee to distribute a holdback payment of \$135,000 from the net sale proceeds from the Phase II Commercial Units (as defined below) to a construction lien claimant, 2050491 Ontario Inc. o/a The Downsview Group ("**Downsview**"), and to release the remaining funds in the reserve to the Trustee;
- (v) authorizing the Trustee to release from reserve the amount of \$49,445 from the net sales proceeds for the Vacant Lands (as defined below), which was being held by the Trustee pursuant to Court order in connection with the now withdrawn construction lien claim of Sereen Painting Ltd. ("**Sereen**");
- (vi) authorizing the Trustee to distribute \$40,159.71 from the combined net sale proceeds of the Phase I Commercial Units (as defined below) to YRSCC 1228 (as defined below), on account of its registered condominium liens;

- (vii) approving the Seventh Report of the Trustee dated June 6, 2016, the Ninth Report of the Trustee dated September 30, 2016, the Tenth Report of the Trustee dated October 11, 2016, the Eleventh Report of the Trustee dated October 27, 2016, the Supplement to the Eleventh Report dated November 9, 2016, the Twelfth Report of the Trustee dated December 15, 2016, the Thirteen Report of the Trustee dated March 13, 2017, the Fourteenth Report of the Trustee dated April 17, 2017, the Fifteenth Report of the Trustee dated June 28, 2017 the Sixteenth Report of the Trustee dated August 1, 2017, and this Seventeenth Report; and
- (viii) approving the fees and disbursements of the Trustee and its counsel Chaitons LLP ("**Chaitons**") as set out in herein and the fee affidavits attached as appendices hereto.

## **TERMS OF REFERENCE**

5. In preparing this Seventeenth Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of JKDC, discussions with management and employees of JKDC and other companies within the MADY group of companies, and information received from other third-party sources (collectively, the "**Information**"). Certain of the information contained in this Seventeenth Report may refer to, or is based on, the Information. As the Information has been provided by JKDC or other parties, the Trustee has relied on the Information and, to the extent possible, reviewed

the Information for reasonableness. However, the Trustee has not audited 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 CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

## REPORTS PREVIOUSLY FILED

6. As noted above, on February 11, 2015, the Court appointed CBTL as the Trustee. Since its appointment, the Trustee has filed with the Court the First Report dated April 23, 2015 (the "**First Report**"), the Second Report dated May 15, 2015 (the "**Second Report**"), the Supplement to the Second Report dated May 26, 2015 (the "**Supplement to the Second Report**"), the Third Report dated June 1, 2015 (the "**Third Report**"), the Fourth Report dated October 8, 2015 (the "**Fourth Report**"), the Fifth Report dated December 18, 2015 (the "**Fifth Report**"), the Sixth Report dated March 15, 2016 (the "**Sixth Report**"), the Supplement to the Sixth Report dated March 31, 2016 (the "**Supplement to the Sixth Report**"), the Second Supplement to the Sixth Report dated June 28, 2016 (the "**Second Supplement to the Sixth Report**"), the Seventh Report dated June 6, 2016 (the "**Seventh Report**"), the Eighth Report dated July 22, 2016 (the "**Eighth Report**"), the Ninth Report dated September 30, 2016 (the "**Ninth Report**"), the Tenth Report dated October 11, 2016 (the "**Tenth Report**"), the Eleventh Report dated October 27, 2016 (the "**Eleventh Report**"), the Supplement to the Eleventh Report dated November 9, 2016 (the "**Supplement**

to the Eleventh Report”), the Twelfth Report dated December 15, 2016 (the “Twelfth Report”), the Thirteenth Report dated March 13, 2017 (the “Thirteenth Report”), the Fourteenth Report dated April 17, 2017 (the “Fourteenth Report”), the Fifteenth Report dated June 28, 2017 (the “Fifteenth Report”), and the Sixteenth Report dated August 1, 2017 (the “Sixteenth Report”). Copies of these reports, with appendices, can be found on the Trustee’s Website.

7. The Court previously approved the First Report, the Second Report, the Supplement to the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Sixth Report, the Supplement to the Sixth Report, the Second Supplement to the Sixth Report and the Eighth Report, and the conduct of the activities of the Trustee set out therein, in Court orders granted in this proceeding. Copies of these Court orders can be found on the Trustee’s Website.
8. As a result, at this time the Trustee is seeking approval of this Seventeenth Report, along with the Seventh Report, the Ninth Report, the Tenth Report, the Eleventh Report, the Supplement to the Eleventh Report, the Twelfth Report, the Thirteenth Report, the Fourteenth Report, the Fifteenth Report and the Sixteenth Report, and the conduct and activities of the Trustee as set out therein.

## **BACKGROUND**

9. JKDC is an Ontario corporation that was incorporated on January 30, 2008 and has its registered office located in Markham, Ontario. JKDC was incorporated for

the purpose of being the registered owner of the SUSQ Property and developer of the South Unionville Square condominium project (the "**SUSQ Project**") to be constructed on certain portions of the SUSQ Property, which is located in Markham, Ontario.

10. JKDC sought the appointment of the Trustee as it was insolvent, contractors had registered construction lien claims against title to the SUSQ Property, and the appointment was necessary to complete the closing of certain pre-sold commercial/retail units, market and sell the unsold SUSQ Property, and distribute the sale proceeds pursuant to Court order(s).
11. The SUSQ Project was to be developed and constructed by JKDC in phases, as described below.

## **SUSQ PROPERTY AT TIME OF TRUSTEE'S APPOINTMENT**

### **Phase I**

12. Phase I of the SUSQ Project was the development and construction of 28 residential townhomes, a T&T Supermarket, and a commercial condominium project with units for retail, restaurant, office and medical services.
13. Construction of Phase I was substantially completed on March 5, 2013 and the condominium declaration was registered on April 17, 2013, which established York Region Standard Condominium Corporation No. 1228 ("**YRSCC 1228**").
14. As of the date of the Appointment Order, JKDC was still the registered owner of the following Phase I properties (collectively, the "**Phase I Property**"):

- (a) one commercial/retail unit (legally known as unit 60, level 1) ("**Unit 60**");
- (b) eleven mall units (located on level 2) (collectively, the "**Phase I Mall Units**");
- (c) ten kiosks units (three of which are located on level 1 and the remaining eight on level 2) (collectively, the "**Phase I Kiosk Units**", and together with Unit 60 and the Phase I Mall Units, the "**Phase I Commercial Units**"); and
- (d) four (4) unsold parking units that are only accessible to the residents of the Phase I townhomes (collectively, the "**Phase I Parking Units**").

## **Phase II**

15. Phase II of the SUSQ Project involved the two-stage development and construction of a 12-storey condominium-apartment tower, which contains residential, parking and locker units in the tower, and twenty-one (21) commercial/retail units located in, adjacent to and/or underneath the tower.
16. The first stage was the development and construction of the residential tower. Construction was substantially completed on June 10, 2014 and the residential condominium declaration was registered on September 11, 2014, which established York Region Standard Condominium Corporation No. 1265 ("**YRSCC 1265**").

17. As at the Trustee's appointment, JKDC was still the registered owner of the following Phase II residential properties (collectively, the "**Phase II Residential Property**"):
- (a) six residential units (suites 117, 218, 827, 1216, 1521 and 1527) (collectively, the "**Phase II Residential Suites**");
  - (b) eight parking units (units 4, 26, 50, 80, 125, 178, 179 and 188 on level B) (collectively, the "**Phase II Parking Units**"); and
  - (c) six locker units (units 282, 327, 330, 333, 335 and 373 on level B) (collectively, the "**Phase II Locker Units**").
18. The second stage of the Phase II development and construction was the twenty-one commercial units (collectively, the "**Phase II Commercial Units**").
19. On January 16, 2015, the registered owner of the land where the Phase II Commercial Units were located was transferred from JKDC to YRSCC 1228. As a result, the Phase II Commercial Units now form part of YRSCC 1228.
20. As of the date of the Appointment Order, eighteen (18) of the 21 Phase II Commercial Units were subject to existing agreements of purchase and sale and were scheduled to close on February 17, 2015.
21. Pursuant to the Appointment Order, the Trustee was authorized to complete the existing agreements of purchase and sale for the 18 pre-sold Phase II Commercial Units. The Trustee was able to close the sale transactions for 16 of

the 18 Phase II Commercial Units. The remaining two sale transactions did not close due to purchaser defaults, and accordingly the sale transactions were terminated by the Trustee and the deposits were not returned to the prospective purchasers.

### **The Vacant Lands**

22. Additionally, there was to be the planned development and construction of thirteen (13) freehold townhomes and two (2) single detached homes on vacant lands owned by JKDC and situated south of the SUSQ Project lands (the "**Vacant Lands**").
23. Although commonly referred to as Phase III of the SUSQ Project, the Trustee understands that there was to be no connection or common purpose between the SUSQ Project and the freehold townhomes and detached homes to be constructed on the Vacant Lands. A street (South Unionville Avenue) and a roundabout separates the SUSQ Project lands from the Vacant Lands. There was no intent for the purchasers of the townhomes and houses to be constructed on the Vacant Lands to have any special access to or use of the SUSQ Project.
24. JKDC and the MADY Group did not intend to build the homes to be situated on the Vacant Lands. JKDC had entered into an agreement of purchase and sale for the Vacant Lands with Primont Homes (Harmony) Inc. ("**Primont**") on November 24, 2011 and was to complete the servicing requirements for the Vacant Lands. JKDC did not complete the servicing under the agreement with

Primont and, notwithstanding extensions and amendments, a sale of the Vacant Lands was not completed by JKDC prior to the Trustee's appointment.

25. Following its appointment, the Trustee was able to negotiate a sale of the Vacant Lands to Primont, which resulted in an increase of approximately \$1.1 million in the purchase price paid by Primont as compared to the last offer Primont made to JKDC to purchase the Vacant Lands on an "as is, where is" basis.
26. The sale of the Vacant Lands by the Trustee to Primont was approved by the Court pursuant to the Approval and Vesting Order of Justice Pattillo dated May 29, 2015. The sale to Primont closed on June 12, 2015.

#### **REALIZATIONS FROM SUSQ PROPERTY**

27. Since the Trustee's appointment, it has completed sale transactions for the SUSQ Property listed below, which were previously described in detail in the Trustee's reports to the Court and approved by Court orders granted in this proceeding. The net sale proceeds for each of the properties is included below. The amounts set out below take into account direct expenses, such as real estate commissions, HST, property taxes and certain common expense amounts paid by the Trustee. Details as to how the net sale proceeds amounts were calculated are set out in the spreadsheets attached hereto respectively as **Appendices "A" through "D"**.

PROPERTY	NET SALE PROCEEDS
<b><u>PHASE I COMMERCIAL UNITS</u></b>	
Unit 60	\$731,871.47
Units 73, 74 and 75	\$83,034.38
Unit 138	\$64,012.31
Unit 146	\$67,376.87
Unit 174	\$43,040.80
Unit 181	\$42,988.07
Unit 209	\$47,923.22
Unit 250	\$47,923.25
Unit 348	\$46,940.62
Unit 361	\$59,655.44
Units 389 and 391	\$79,154.40
Unit 392	\$11,586.05
Unit 393	\$11,586.05
Unit 394	\$11,586.05
<b>Total</b>	<b>\$1,348,679.23</b>
<b><u>PHASE II COMMERCIAL UNITS</u></b>	
Units 86 & 87	\$346,424.32
Units 88 & 89	\$430,111.17
Units 90 & 91	\$477,714.75
Units 92 & 93	\$493,700.85
Unit 94	\$268,616.30
Units 95 & 96	\$309,379.84

<b>PROPERTY</b>	<b>NET SALE PROCEEDS</b>
Units 97 & 98	\$264,721.02
Unit 355	\$222,441.98
Unit 356	\$208,557.83
Unit 357	\$274,514.75
Unit 358	\$382,601.40
Unit 359	\$532,338.48
<b>Total</b>	<b>\$4,211,122.69</b>
<b><u>PHASE II RESIDENTIAL</u></b>	
Suite 117; Parking Unit 26; Locker Unit 335	\$209,863.17
Suite 218; Parking Unit 80; Locker Unit 327	\$221,638.24
Suite 827; Parking Unit 188; Locker Unit 282	\$231,616.37
Suite 1216; Parking Unit 125; Locker Unit 373	\$258,109.37
Suite 1521; Parking Unit 4; Locker Unit 330	\$240,995.59
Suite 1527; Parking Unit 50; Locker Unit 333	\$234,050.76
<b>Total</b>	<b>\$1,396,273.50</b>
<b>VACANT LANDS</b>	
Vacant Lands	\$1,736,150.08

28. With respect to the calculation of the net sale proceeds, the amounts for the Phase II Residential Property listed above take into account amounts paid by the Trustee to YRSCC 1265 on the closing of each application sale transaction for common expense amounts that had accrued since the Trustee's appointment, along with pre-appointment common expense amounts that YRSCC 1265 was

entitled to receive payment of as a result of registering liens against title to the property under the *Condominium Act, 2001*.

29. The Trustee continues to market for sale the following SUSQ Property:
- (a) five Phase I Commercial Units (three mall units and two kiosk units);
  - (b) four Phase I Parking Units;
  - (c) three Phase II Commercial Units; and
  - (d) two Phase II Parking Units.

## **REALIZATIONS FROM NON-SUSQ PROPERTY**

### **Letters of Credit Funds**

30. As previously reported, JKDC was required to arrange for the issuance of letters of credit ("LCs") in connection with its obligations to complete certain works pursuant to site plan, construction and other agreements.
31. JKDC arranged for its senior lender, Laurentian, to issue the required LCs, and JKDC posted cash collateral with Laurentian in support of the LCs. The cash collateral was advanced to JKDC by Laurentian under its letters of credit facility discussed below.
32. As at the date of the Trustee's appointment, there were eleven (11) irrevocable standby LCs outstanding with a total aggregate value of \$3,038,273.54.
33. The Trustee retained third party professional consultants and trades to complete the outstanding works in order to obtain the required certifications that would

result in a release of the LCs and the return to the Trustee of the cash collateral held by Laurentian.

34. As detailed in the R&D Statement discussed below, the Trustee has received \$1,758,457.84 in net LC proceeds from Laurentian in connection with released LCs. Prior to releasing funds to the Trustee, Laurentian retained an aggregate amount of \$231,742.62 on account of fees, which includes \$62,704.84 used by LBC to pay the invoices of its legal and other advisors.
35. As detailed in the Sixth Report, in December 2015, the Trustee was notified by Laurentian that it did not wish to continue to extend the outstanding LCs as they came up for renewal. The Trustee negotiated arrangements with TD Bank to issue replacement LCs.
36. The Trustee sought this Court's approval of the arrangements it had entered into with TD Bank, which was granted pursuant to the Order of The Honourable Madam Justice Conway dated March 22, 2016.
37. The Trustee completed the transaction with LBC and TD Bank, and the LCs that had been issued by Laurentian were terminated and replaced by TD Bank issued LCs. Additionally, the cash collateral held by Laurentian, after payment of Laurentian's fees and costs, was transferred to TD Bank to secure the replacement letters of credit.
38. As of the date of this Seventeenth Report, the Trustee has recovered \$1,990,200.46 in gross proceeds that were used as cash collateral to secure

LCs. There are currently seven (7) LCs outstanding with a face value of \$995,028.24.

39. The Trustee has completed all works required in favour of the beneficiaries of these LCs. The maintenance period for two of the remaining LCs expires November 24, 2017, and the Trustee expects to receive approximately \$81,367.20 in cash collateral at that time. The Trustee is waiting for confirmation of the maintenance periods for the five remaining LCs with an aggregate face value of \$913,661.04. The estimated proceeds from these remaining LCs will be reduced for any additional maintenance required by the City of Markham over the maintenance period, and increased for any interest earned on the cash collateral held by TD Bank.

#### Deposit Funds

40. As detailed below, Aviva Insurance Company of Canada ("**Aviva**") issued certain Tarion bonds and deposit insurance facilities to JKDC in connection with the construction of the SUSQ Project and JKDC's obligations under the *Ontario New Home Warranties Act*. In connection with the deposit insurance facilities, JKDC granted Aviva a security interest in all deposits being held by its lawyers, Harris, Sheaffer LLP, as escrow agent (the "**Escrow Agent**").
41. The Trustee has been informed by the Escrow Agent that it holds in escrow an aggregate amount of \$873,734.62 as of September 20, 2017, which represents deposits received by JKDC from purchasers (plus accrued interest) and still held in escrow as security for JKDC's outstanding obligations to Aviva.

42. As noted below, JKDC's obligations to Aviva have been reduced to \$120,000 and as a result, the Trustee has requested that Aviva direct the Escrow Agent to deliver \$724,881.05 to the Trustee, which is the amount being held in escrow in excess of the \$120,000 plus outstanding amounts for bond premiums and legal costs of the Escrow Agent.

### **Management Office**

43. As noted above, on April 17, 2013, JKDC registered a declaration with respect to the Phase I commercial/retail condominium units, along with the residential townhouse units (the "**Phase I Declaration**").
44. As a result of the registration, YRSCC 1228 was established and JKDC became the registered owner of all of the Phase I condominium units.
45. Section 4.6 of the Phase I Declaration provides that Unit 50 on level 2 (the "**Management Unit**") was to be used as the office for the property manager appointed by YRSCC 1228, and YRSCC 1228 was to purchase the Management Unit from JKDC for a purchase price of \$200,000 exclusive of HST. YRSCC 1228 was to give a VTB mortgage to JKDC for the full purchase price.
46. A Transfer and a Charge were registered on title to the Management Unit on May 14, 2014 (the "**Management Unit Charge**"). In accordance with the Phase I Declaration, the Management Unit Charge has an eleven (11) year term, which bore no interest for the first year of the term and thereafter, for the balance of the term, bears interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Bond Yield in effect on April 17, 2013, calculated semi-

annually, not in advance. Blended monthly installments on account of principal and interest were to be computed based on an amortization period of ten (10) years and payable commencing on the thirteenth month following April 17, 2013.

47. To date, the Trustee has received all required payments from YRSCC 1228. Given that the term of the Management Unit Charge far exceeds the expected duration of this proceeding, the Trustee has suggested to YRSCC 1228 that it consider taking steps to re-finance the mortgage. YRSCC 1228 representatives have advised the Trustee that they are looking into re-financing alternatives.

## **CREDITORS**

### **Mortgagees / Secured Creditors**

48. As has been previously reported to the Court, the following parties registered mortgages against portions of the Property:
- (a) Laurentian Bank of Canada (“**LBC**” or “**Laurentian**”);
  - (b) Am-Stat;
  - (c) MZG; and
  - (d) Aviva.
49. Additionally, as at the time of the commencement of this proceeding, Laurentian, Am-Stat and Aviva had registered financing statements against the personal property of JKDC in accordance with the *Personal Property Security Act*.

*Laurentian*

50. The development and construction of SUSQ Project was financed by credit facilities made available to JKDC by Laurentian. Laurentian was granted, among other things:
- (a) a charge/mortgage in the principal amount of \$45,000,000;
  - (b) a charge/mortgage in the principal amount of \$3,600,000;
  - (c) a charge/mortgage in the principal amount of \$2,400,000; and
  - (d) a general security agreement and a deposit trust agreement.
51. The \$3.6 million collateral charge was granted by JKDC over certain of the Phase I Property (the “**\$3.6 Million Charge**”) with respect to the indebtedness of 144 Park Ltd. (“**144 Park**”), a company related to JKDC. This charge was subsequently assigned by Laurentian to MZG.
52. The \$2.4 million charge was granted by JKDC over certain of the SUSQ Property; however, Laurentian has confirmed there is no outstanding indebtedness or obligations that are secured by this charge.

*Am-Stat*

53. As has been previously reported, the Trustee understands that Am-Stat advanced \$10.0 million to JKDC and a related company, Milliken Development Corporation, in September 2013.

54. As security for its indebtedness to Am-Stat, JKDC granted a \$10.0 million charge, which was registered against certain of the Property in August 2013 (the "**Am-Stat Charge**"). Additionally, JKDC granted a general security agreement in favour of Am-Stat.
55. As previously reported, the Trustee obtained an opinion from Chaitons that confirmed that, subject to standard qualifications and assumptions, the Am-Stat Charge was a valid and enforcement charge against the SUSQ Property it was registered against and the proceeds thereof.
56. As noted below, Am-Stat received a distribution of \$1.2 million from the Trustee from the net sale proceeds of the Vacant Lands on July 7, 2017 in accordance with the Order of Justice Conway dated July 4, 2017.
57. Am-Stat has informed the Trustee that, as of September 20, 2017, it was owed \$5,775,017.69 by JKDC, as set out in the statement attached hereto and marked as **Appendix "E"**.
58. In addition to the Am-Stat Charge, the Trustee has obtained an opinion from Chaitons that, subject to usual qualifications and assumptions, Am-Stat has valid and enforceable security against the personal property of JKDC.

*MarshallZehr*

59. MarshallZehr provided construction financing to 144 Park. As collateral security for payment by 144 Park of its indebtedness to MarshallZehr, JKDC granted a charge/mortgage in the principal amount of \$8,000,000, which charge/mortgage

was registered on title to certain of the Phase I Commercial Units (the “**MZG Charge**”).

60. The Trustee had obtained an opinion from Chaitons that confirmed that, subject to standard qualifications and assumptions, the MZG Charge is a valid and enforcement charge against the SUSQ Property it was registered against and the proceeds thereof.
61. MarshallZehr has informed the Trustee that, as of September 20, 2017, it was owed approximately \$5.72 million by 144 Park, which is secured by the MZG Charge.

#### *Aviva*

62. In connection with the proposed development of the SUSQ Project, JKDC obtained residential and commercial deposit insurance facilities, and Tarion Warranty Corporation (“**Tarion**”) Bonds totalling \$5.3 million from Aviva. The facilities and the Tarion Bonds were obtained to satisfy and secure JKDC’s deposit and warranty obligations under the *Ontario New Home Warranties Plan Act*. JKDC also entered into an indemnity agreement in favour of Aviva and agreed to indemnify Aviva from any losses or claims Aviva may suffer in connection with the issuance of the Bonds.
63. JKDC granted security to Aviva with respect to its indemnification obligations, including a \$30.0 million charge and a \$16.5 million charge registered over certain of the Property, and a security interest over all deposits held by the Escrow Agent.

64. Since its appointment, the Trustee has spent considerable time and effort to arrange for the necessary steps to be completed so that the outstanding Tarion bonds could be reduced.
65. As a result of its efforts, the Trustee was recently informed by Tarion that the only remaining Tarion Bonds was reduced in favour from \$1.5 million to \$120,000, being \$20,000 per each Phase II Residential Suite sold by the Trustee during this proceeding.
66. The following chart sets out the mortgages registered in favour of the above-noted mortgagees and the portions of the Property that the mortgages were registered against:

<b>Mortgagee</b>	<b>Mortgage</b>	<b>Mortgaged Property</b>
Aviva	\$30.0 million charge	Phase I Commercial Units; Phase I Parking Units; Phase II Commercial Units
	\$16.5 million charge	Phase II Commercial Units; Phase II Residential Suites; Phase II Parking Units; Phase II Locker Units
LBC	\$45.0 million charge	Phase II Commercial Units; Phase II Residential Units; Phase II Parking Units; Phase II Locker Units; Vacant Lands
	\$3.6 million charge	Phase I Commercial Units (except for three Phase I Kiosk Units)
	\$2.4 million charge	Phase I Commercial Units (except for three Phase I Kiosk Units)
MarshallZehr	\$8.0 million charge	Phase I Commercial Units (except for three Phase I Kiosk Units)
Am-Stat	\$10.0 million charge	Phase II Commercial Units, Phase II Residential Suites; Vacant Lands

### Construction Lien Claims

67. Construction liens totalling approximately \$3.7 million were registered against the Property by eighteen (18) parties (collectively, the “**Construction Lien Claimants**”).
68. Pursuant to the Order (re Lien Claims Process) of Justice Pattillo dated May 1, 2015, the Trustee was ordered to implement and administer a lien claims process with respect to condominium liens and with respect to construction liens (the “**Construction Lien Claims Process**”).
69. As at the date of the Trustee’s appointment, no funds were being held by JKDC with respect to the ten per cent (10%) basic holdback established under section 22 of the *CLA* (the “**Basic Holdback**”).
70. As previously reported to the Court, and pursuant to Court orders, granted in this proceeding, the Trustee has made distributions in the aggregate sum of \$1,354,672.72 to all but two of the Construction Lien Claimants on account of the deficiency in the Basic Holdback.
71. The remaining two Construction Lien Claimants are Sereen and Downsview.
72. Sereen’s construction lien with respect to painting and wallpaper services and materials supplied to JKDC. Its construction lien was only registered against two parcels of the Vacant Lands.

73. Sereen submitted a claim to the Trustee in the Construction Lien Claims Process. Sereen's claim was disallowed by the Trustee for a number of reasons. Sereen notified the Trustee that it wished to appeal the Trustee's disallowance.
74. Pursuant to Court orders granted in this proceeding, the Trustee has been holding a reserve of \$49,445 with respect to Sereen's holdback claim from the net sale proceeds of the Vacant Lands.
75. On August 23, 2017, Sereen confirmed in writing, through its counsel, that it no longer intended to appeal the Trustee's disallowance of its claim. As a result, there is no longer a need for the Trustee to maintain a reserve, and requests that the Court authorize it to release these funds, plus any accrued interest, from reserve.
76. Downsvew supplied certain landscaping and other services and materials to JKDC with respect to the SUSQ Project. The Trustee and Downsvew have exchanged numerous correspondences with respect to matters related to Downsvew claim. The Trustee has been holding net sale proceeds from the Phase II Commercial Units equal to \$199,756.53 in a reserve pursuant to a Court order issued in this proceeding in connection with Downsvew's holdback claim.
77. The Trustee and Downsvew have agreed, subject to Court approval, that the Trustee will distribute \$135,000 to Downsvew from the funds currently held in reserve in connection with Downsvew's construction lien holdback claim. Accordingly, the Trustee requests that the Court authorize it to distribute \$135,000 to Downsvew from the funds currently being held in reserve, and

authorize the release to the Trustee of the remaining funds that were being held in reserve of \$64,756.53 plus any accrued interest.

78. Additionally, one Construction Lien Claimant, Guest Tile Inc. ("**Guest Tile**"), registered its construction lien claim against all of the SUSQ Property, including certain property that is not subject to any mortgage with amounts outstanding. As a result, Guest Tile was entitled to payment of an amount equal to the full principal amount of its claim, being \$249,916.12. The Trustee has paid this amount to Guest Tile from the net sale proceeds of the SUSQ Property pursuant to Court orders granted in this proceeding.
79. Guest Tile has taken the position that it is entitled to payment of its costs, and an interest amount, in connection with its construction lien claim, and that it should be paid these amounts from the property subject to its lien that is not encumbered by the claims of other parties.
80. Guest Tile has delivered a bill of costs setting out a partial indemnity amount of approximately \$27,000. In the Trustee's view, this amount is not proportionate to the amount of Guest Tile's claim and the steps taken by Guest Tile in this proceeding, and is of the view that a more appropriate amount of costs is \$23,500. The Trustee understands that, to date, Guest Tile has not agreed to accept this amount in connection with its costs claim. In the event an amount is agreed to by the parties, the Trustee will distribute funds to Guest Tile from the net sale proceeds of the three Phase I Kiosks located on level 1 of the mall, as

no other party has an amount outstanding with respect to encumbrances registered against tile to those units other than Guest Tile.

81. With respect to its interest claim, the Trustee has been advised by Chaitons that the CLA provides that a construction lien claim cannot include any amount on account of interest. The Trustee understands that Guest Tile's counsel has conceded this point, but is of the view that, but for the commencement of this proceeding, it could have taken steps to obtain judgment against JKDC and registered a writ against the SUSQ Property, which would have entitled it to received an amount on account of interest.
82. The Trustee, through its counsel Chaitons, has informed Guest Tile that, as there has been a stay of proceeding in effect since February 2015, Guest Tile was never in a position to obtain judgment against JKDC, and that any interest claim it may have against JKDC is an unsecured claim. The Trustee has informed Guest Tile that it opposes payment of any amount to it on account of interest, even if the claim is paid from SUSQ Property not otherwise encumbered, as such payment would constitute a unjust preference in relation to the other unsecured creditors of JKDC that will not be receiving any amount on account of their unsecured claims. If necessary, the Trustee is prepared to bring a motion for advice and direction so that this issue may be fully argued before the Court.

### **Priority Resolution Process**

83. As has been previously reported to the Court, as a result of disputes between certain mortgagees and Construction Lien Claimants, it was necessary to

establish a procedure to adjudicate the priority dispute with respect to the entitlement of the Construction Lien Claimants to amounts in excess of the Basic Holdback. Such a procedure was established pursuant to the Order of Justice Wilton-Siegel dated June 30, 2016.

84. A hearing was held before Justice Wilton-Siegel on October 7 and 11, 2016. Pursuant to the Order of Justice Wilton-Siegel dated December 7, 2016, the Court held that:

- (a) the professional fees associated with the LBC \$45.0 million charge has priority over the claims of the Construction Lien Claimants with respect to the net sale proceeds of the SUSQ Property subject to such charge;
- (b) the claim of Guest Tile with respect to the Phase I Commercial Units for amounts in excess of the Basic Holdback has priority over the LBC \$3.6 Million Charge that had been assigned by LBC to MZG; and
- (c) the Am-Stat \$10.0 million Charge has priority over the claims of Construction Lien Claimants for amounts in excess of the Basic Holdback with respect to the net sale proceeds of the SUSQ Property subject to such charge.

85. The Construction Lien Claimants sought and obtained leave to appeal to the Divisional Court with respect to the Court's determination with respect to the priorities dispute.

86. The appeal was heard by the Divisional Court on May 29, 2017. The Divisional Court dismissed the appeal, as set out in its Decision dated June 2, 2017.
87. The Trustee understands that the period for the Construction Lien Claimants to commence a motion for leave to appeal to the Court of Appeal has expired and no such motion has been brought by the parties.
88. A number of parties have submitted costs submissions to Justice Wilton-Siegel. None of the parties have sought costs against the Trustee with respect to the motions heard by Justice Wilton-Siegel.

#### **TRUSTEE'S ACTIVITIES SINCE THE SIXTH REPORT**

89. The Trustee has undertaken the following activities in accordance with the Appointment Order since the date of the Sixth Report:
- (a) attending to all matters in connection with determining the priorities of creditors;
  - (b) attending to all matters in connection with the sale and closing of Units:
    - (i) Phase I Commercial – Units 392, 393, 394, 209, 250, 146, 389, 391, 361, 348, 138, 174 and 181
    - (ii) Phase II Commercial – Units 92 and 93
    - (iii) Phase II Residential – Suites 117, 218, 827 and 1527

- (c) attending numerous calls with Chaitons regarding the Trustee's motions with respect to matters detailed in the Trustee's Seventh through Seventeenth Reports;
- (d) attending to numerous discussions, emails and meetings with representatives of Tarion and YRSCC 1265 regarding completion of the common element Performance Audit deficiencies required under Tarion's Builder's Bulletin 49 related to the Phase II condominium tower and parking units in order to eliminate the remaining \$1.5 million Phase II bond issued by Aviva in favour of Tarion;
- (e) attending numerous site meetings with third party consultants and contractors to review various issues, including items related to warranty coverage by Tarion and the status of work in progress;
- (f) doing all things necessary to rectify Tarion warranted in-suite and common area deficiencies, including approving quotes for services and materials, discussing specific issues with on-site personnel and facilitating payments, as appropriate, to trades and consultants;
- (g) entering into negotiations with YRSCC 1265 representatives resulting in a settlement agreement, signed release and Aviva's agreement to release its security;

- (h) respond to homeowners' requests to review items they claimed to be covered under warranty and coordinate repairs as required resulting in no outstanding warranty claims at this time;
- (i) ongoing meetings with representatives of Masongsong Associates Engineering Ltd ("**Masongsong**") to assist the Trustee in its oversight of the requisite work required to fulfill obligations to The Corporation of the City of Markham ("Markham") in order to obtain reductions/releases of the remaining LCs;
- (j) doing all things necessary to coordinate repairs and complete outstanding work in order to comply with obligation to Markham, as set out in the various agreements and supported by the LCs;
- (k) working with its engineering consultants to finalize all documentation required by Markham including meetings, correspondence and preparing applications for LC reductions;
- (l) doing all things necessary to approve and pay for ongoing costs related to the units available for sale, including insurance, occupancy fees and property taxes;
- (m) doing all things necessary to replace Laurentian as the LC provider with TD Bank, including obtaining the required approval form;

- (n) doing all thing necessary to retain a new realtor including revising the listing prices, approving a marketing programme and negotiating/signing various agreements;
- (o) engage in ongoing discussions with Century 21 representatives to review numerous offers received and obtaining market updates;
- (p) advertising the four townhome parking spaces and two residential condominium tower parking spaces for sale to the existing owners and to YRSCC 1228 and YRSCC 1265;
- (q) collect a receivable of \$34,982.13 pursuant to a demand letter issued by the Trustee to the purchaser of a Phase I commercial unit;
- (r) collect amounts owed to the Trustee by YRSCC 1228 under the Management Unit Charge;
- (s) receive \$25,729 held by the Escrow Agent pursuant to a release agreement entered into by the Trustee with the former purchaser (Jiang) of Unit 60;
- (t) attending to calls with mortgagees and providing information;
- (u) responding to enquiries from unsecured creditors;
- (v) reviewing, negotiating and approving documentation from prospective purchasers;

- (w) reviewing lien claims and supporting documentation from lien claimants, comparing information submitted to the books and records of JKDC, preparing a reconciliation and providing documentation in support of JKDC's position to the lien claimants;
- (x) attending to voluminous discussions and emails with property managers for Phase I and II commercial and residential units regarding repairs, maintenance and other issues;
- (y) posting the Vesting Orders and other required documentation to the Trustee's website; and
- (z) doing all other things necessary with respect to the Trustee's mandate under the Appointment Order and the CLA.<sup>1</sup>

## STATEMENT OF RECEIPTS AND DISBURSEMENTS

90. Attached hereto as **Appendix "F"** is the Trustee's Statement of Receipts and Disbursements for the period from February 11, 2015 to September 8, 2017 (the "**R&D Statement**").
91. As indicated in the R&D Statement, the Trustee has an Excess of Receipts over Disbursements of \$4,926,702.46 as at September 8, 2017. The Trustee proposes to make distributions to entitled creditors after maintaining reserves for future costs, as discussed below.

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<sup>1</sup> Significant details as to the activities of the Trustee can be found in the narratives contained in the Trustee's invoices, which are included as an exhibit to the Affidavit of Bryan Tannenbaum attached hereto as an appendix.

92. The proposed distributions take into account an allocation of the administrative costs of the Trustee in connection with this proceeding across the SUSQ Property. The amounts allocated to the SUSQ Property is detailed in charts appended hereto and discussed below with respect to the proposed distributions to MZG and Am-Stat.

## **DISTRIBUTION OF PROCEEDS**

### **MZG**

93. As noted above, MZG is the assignee of Laurentian's \$3.6 Million Charge and is the mortgagee under the MZG Charge, both of which are registered against certain of the Phase I Commercial Units.
94. As set out in the Estimated Property Realizations Charts, the Trustee is holding net sale proceeds totalling \$1,348,679.43 from the sale of Phase I Commercial Units and \$1,265,644.60 of this was secured by the MZG Charge.
95. Attached hereto as **Appendix "G"** hereto is a chart that sets out the calculation for an interim distribution to MarshallZehr in the amount of \$800,000. This amount is based on the Net Sale Proceeds in the Property Realization Chart less costs incurred for units available for sale, an allocation of administrative costs and court ordered payments to prior ranking creditors;

### **Am-Stat**

96. As noted above, Am-Stat has provided a mortgage statement that indicates that it is owed in excess of \$5.7 million by JKDC as at September 20, 2017.

97. As set out in the Estimated Property Realizations Charts, the Trustee is holding net sale proceeds totalling \$4,211,122.69 from the sale of Phase II Commercial Units, \$1,396,273.50 from the sale of Phase II Residential Units and \$1,736,150.08 from the sale of the Phase III vacant land. In addition, there is \$2,891,431.11 in Non-Property Proceeds.
98. Attached hereto as **Appendix "H"** is a chart that sets out the calculation for an interim distribution to Am-Stat in the amount of \$3,000,000. This amount is based on the Net Sale Proceeds in the Property Realization Chart less costs incurred for units available for sale, an allocation of administrative costs and court ordered payments to prior ranking creditors.

#### **YRSCC 1228**

99. As noted above, the Trustee has completed the sale of a number of the Phase I Property during the course of its appointment. Each of the Phase I units were subject to condominium liens registered on title by YRSCC 1228 in connection with unpaid common expenses owing with respect to the property at the time of the Trustee's appointment, and at the time of the completion of the sale transactions for each of the units.
100. As part of the closing of the sale transactions, the Trustee paid out of the gross sale proceeds common expenses arrears that had arisen since its appointment. However, to date, the Trustee has not distributed any amounts to YRSCC 1228 in connection with amounts secured by its condominium liens as YRSCC 1228

had failed to serve notices of its liens to Aviva as mortgagee in contravention of the provisions of the *Condominium Act, 2001*.

101. However, as noted above, the obligations owed by JKDC to Aviva have been reduced to \$120,000 and there are sufficient deposits being held by the Escrow Agent to fully secure this amount. As a result, Aviva will not be required to rely on its mortgages registered against the SUSQ Property to satisfy the outstanding obligations to it.
102. Given the fact that Aviva will not be looking to the Phase I Property proceeds under its mortgages, it is no longer necessary for the Trustee to refrain from distributing the aggregate amount of \$40,159.71 to YRSCC 1228 from the net sale proceeds of the Phase I Property with respect to its registered condominium liens. As a result, the Trustee is requesting that the Court authorize to proceed with this proposed distribution.

### **LBC**

103. As noted above, one of the issues before Justice Wilton-Siegel in connection with the priority motions was whether Laurentian was entitled to payment of its legal fees and disbursements from the net sale proceeds subject to its \$45 million charge. Justice Wilton-Siegel held that LBC was entitled to payment of its fees and disbursements.
104. The Trustee understands that LBC is seeking payment of approximately \$100,000 from the net sale proceeds of SUSQ Property subject to the \$45 million charge. This amount is in addition to the approximately \$62,000 of legal fees

and disbursements that Laurentian satisfied from funds it was holding in connection with the LCs.

105. The Trustee has been informed that Am-Stat does not agree with LBC's entitlement to the net sale proceeds of SUSQ Property subject to the \$45 million charge. As a result, the Trustee is not in a position to seek Court approval of a distribution to LBC, and will hold a specific reserve of \$96,595.30 with respect to this matter, as that was the last amount provided by counsel to LBC.

#### **FEES AND DISBURSEMENTS OF THE TRUSTEE AND ITS COUNSEL**

106. Pursuant to paragraph 18 of the Appointment Order, the Trustee and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Trustee and its counsel shall pass their accounts.
107. The total fees for the Trustee for the period from February 1, 2016 to July 31, 2017 were \$504,701 plus disbursements of \$2,354.20 plus HST of \$65,917.21 for a total of \$572,972.31. The time spent by the Trustee is more particularly described in the Affidavit of Bryan A. Tannenbaum sworn September 13, 2017, which is attached hereto and marked as **Appendix "I"**. This affidavit contains a summary of the invoices that set out the services provided during this time period.
108. The total fees of Chaitons, as insolvency counsel to Trustee, for the period from January 1, 2015 to August 31, 2017 were \$362,104.50 plus disbursements of

\$20,127.29 plus HST of \$48,522.39 for a total of \$430,754.18. The time spent is more particularly described in the Affidavit of Harvey Chaiton sworn September 25, 2017, which is attached hereto and marked as Appendix "J". This affidavit contains a summary of the invoices that set out the services provided during this time period.

**TRUSTEE'S REQUEST TO THE COURT**

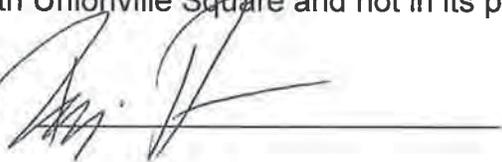
109. The Trustee requests that the Court grant orders described in paragraph 4 above.

All of which is respectfully submitted to this Court as of the 25<sup>th</sup> day of September, 2017.

**COLLINS BARROW TORONTO LIMITED**

In its capacity as Trustee under the Construction Lien Act of Jade-Kennedy Development Corporation as owner of South Unionville Square and not in its personal capacity

Per: \_\_\_\_\_



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT  
President

# APPENDIX B

**IN THE MATTER OF THE CONSTRUCTION LIEN ACT PROCEEDING OF JADE-KENNEDY DEVELOPMENT CORPORATION**  
**DISTRIBUTION TO BE MADE TO AM-STAT**  
**AS AT NOVEMBER 15, 2020**

	Property Proceeds		Phase III	Non-Property Proceeds	Total	Notes
	Commercial	Phase II Residential				
<b>Sale Proceeds at Nov. 15/20</b>						
Direct unit costs	\$4,999,485.16	\$1,546,941.52	\$1,750,488.73	5,098,417.79	\$13,395,333.20	1
Third Party Consultants	(226,870.69)	(123,513.54)	(11,743.65)	(372,127.88)	(362,127.88)	2
Tarion payments re delayed occupancy	0.00	0.00	0.00	(372,170.16)	(372,170.16)	3
Tarion payments re repairs and maintenance	0.00	(188,712.56)	0.00	0.00	(188,712.56)	4
Allocation of repairs and maintenance	0.00	0.00	0.00	(1,558,001.36)	(1,558,001.36)	5
<b>Net proceeds before allocation of administrative costs</b>	<b>\$4,772,614.47</b>	<b>\$1,234,715.42</b>	<b>\$1,738,745.08</b>	<b>\$3,168,246.27</b>	<b>\$10,914,321.24</b>	
Allocation of administrative costs	(2,268,745.74)		(22,595.00)	(173,263.68)	(2,464,604.42)	6
<b>Net Proceeds available for distribution</b>	<b>\$2,503,868.72</b>	<b>\$1,234,715.42</b>	<b>\$1,716,150.08</b>	<b>\$2,994,982.59</b>	<b>\$8,449,716.81</b>	
Court Ordered payments to prior ranking creditors	(1,467,390.82)	(45,781.90)	0.00	0.00	(1,513,172.72)	7
Distributions to LBC regarding agreed TGF fees	(92,131.59)	0.00	0.00	0.00	(92,131.59)	8
Distributions made to Am-Stat	(500,000.00)	(1,150,000.00)	(1,700,000.00)	(2,900,000.00)	(6,250,000.00)	9
<b>Net proceeds before reserves at Nov. 15/20</b>	<b>\$444,346.31</b>	<b>\$38,933.52</b>	<b>\$16,150.08</b>	<b>\$94,982.59</b>	<b>\$594,412.50</b>	
Reserves	(10,000.00)	0.00	(5,017.41)	(94,982.59)	(110,000.00)	10
<b>Amount available for distribution as at Nov. 15/20</b>	<b>\$434,346.31</b>	<b>\$38,933.52</b>	<b>\$11,132.67</b>	<b>(\$0.00)</b>	<b>\$484,412.50</b>	

**Notes:**

- Proceeds of sale on units covered under Am-Stat's collateral charge for Phases I, II and III and for Non-Property realizations.
- Direct unit costs include: condominium fees and realty taxes paid to date of sale and valid liens on condominium fee arrears and realtor commissions.
- Third party consultants includes a site manager and engineering, architectural and other consultants retained to advise the Trustee on matters related to required repairs (refer to note 6.)
- The Trustee was required, by Tarion Warranty Corporation, to pay certain owners for claims related to delay occupancy caused by JKDC prior to the Trustee's appointment.
- Repairs and Maintenance and Consulting costs incurred to perform work: i) required by City of Markham and York Region to eliminate the Letters of Credit and release the related cash collateral and ii) work performed to conduct common element repairs required by Tarion Warranty Corporation in order to eliminate the \$5,310,000 bonds and receiving the underlying deposits from the Escrow Agent.
- Administrative costs include an allocation of administrative and professional fees.
- Court ordered holdback payments to construction lien claimants.
- On Jul. 5/18 Am-Stat agreed to and the Trustee paid \$92,131.59 to LBC to reimburse them for TGF's legal fees.
- Court approved distributions to Am-Stat as follows: \$1,200,000 on Jul. 6/17, \$3,000,000 on Sept. 29/17, \$750,000 on Oct. 26/17, \$400,000 on Dec. 21/17, \$400,000 on Mar. 1/18 and \$500,000 on Jun. 1/20.
- Re Note 8, \$10,000 in legal fees is disputed as owing and the Trustee has set aside a reserve. Reserves of \$100,000 have been set aside for ongoing administrative costs and professional fees until the Trustee's discharge.

# APPENDIX C

IN THE MATTER OF THE CONSTRUCTION LIEN ACT PROCEEDING OF JADE-KENNEDY DEVELOPMENT CORPORATION  
DISTRIBUTION TO BE MADE TO MARSHALLZEHR  
AS AT NOVEMBER 15, 2020

	<u>Amount</u>	<u>Notes</u>
Sales Proceeds	\$1,855,336.89	1
Deposit recovered on Jiang sale	25,729.00	2
<b>Total Sale proceeds as at Nov. 15/20</b>	<b><u>\$1,881,065.89</u></b>	
Direct costs on units sold	(522,369.87)	3
<b>Net Proceeds before allocation of administrative costs</b>	<b><u>\$1,358,696.02</u></b>	
Allocation of administrative costs	(152,126.97)	4
<b>Net Proceeds available for distribution</b>	<b><u>\$1,206,569.06</u></b>	
Court ordered payment to lien claimant	(107,820.88)	5
Interim Distributions made to MarshallZehr	(1,090,000.00)	6
<b>Net proceeds at Nov. 15/20 before prior ranking claims and reserves</b>	<b><u>\$8,748.18</u></b>	
Reserves	(8,748.18)	7
<b>Estimated Amount available for distribution as at November 15, 2020</b>	<b><u><u>(\$0.00)</u></u></b>	

**Notes:**

1. Proceeds of sale on units covered under MarshallZehr's collateral charge. Kiosk Unit 390 is the last unit under MarshallZehr's charge and it is scheduled to close Dec. 15/20, subject to court approval.
2. The Trustee recovered \$25,729 related to a deposit held in trust in connection with a purchaser default on Unit 60.
3. Direct unit costs include: condominium fees and realty taxes paid to date of sale, valid liens on condominium fee arrears and realtor commissions.
4. Administrative costs include an allocation of administrative and professional fees.
5. On Jul. 2/17 the court ordered that Guest Tile be paid the balance of its lien claim.
6. MarshallZehr has been paid: \$800,000 on Sept. 29/17, \$250,000 on Oct. 26/17, \$40,000 on Dec. 21/17.
7. Reserve for closing costs related to Kiosk Unit 390 and final administration costs and professional fees.

# APPENDIX D

SOUTH UNIONVILLE SQUARE  
COMMERCIAL UNITS  
POST REGISTRATION

Unit(s) 390 and 2  
Suite 2169

AGREEMENT OF PURCHASE AND SALE

The undersigned, YIM Lap Ki and LAU Winnie Ching-Ching  
(collectively, the "Purchaser"), hereby agrees with JADE KENNEDY DEVELOPMENT CORPORATION, by RSM Canada Limited as Court Appointed Trustee Under the Conservation Loan Act (the "Vendor") to purchase the above captioned Unit(s) as outlined for identification purposes only on the attached Schedule "A", being a unit in the Region Standard Condominium Plan No. 1228 RSM, at 418-809-0238 located at 7 Scheel Drive, Markham, Ontario together with an undivided interest in the common elements appurtenant to such unit and the other units and common elements appurtenant to such unit, if any, as set out in the Declaration (collectively, the "Unit") on the following terms and conditions:

#15,000  
#17,000  
Syk

FIFTEEN  
Syk

The purchase price of the Unit (the "Purchase Price") exclusive of Harmonized Sales Tax, is Twenty Thousand Dollars  
DOLLARS (\$20,000) payable as follows:

- (1) to the Vendor, in the following amounts at the following times, by cheque or bank draft, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
  - (i) the sum of Two Thousand & Five Hundred (\$2,500.00) Dollars, together with this Agreement, as a deposit; and
  - (ii) the balance of the Purchase Price by certified cheque on the business day of the Purchaser's closure on the Unit Transfer Date, subject to the adjustments hereinafter set forth.

Dec 15  
2020

Syk

(2) The transfer of title to the Unit shall be completed on December 15, 2020 (the "Unit Transfer Date").

(3) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:  
 Address: 7 Scheel Drive  
 City: Markham Province: Ontario Postal Code: L6E 0M2  
 Telephone (03): 418-809-0238 E-Mail: winlau2004@yahoo.ca

(4) The Purchaser acknowledges that this Agreement is conditional upon the Vendor being satisfied in its sole discretion, with the terms and conditions of this Agreement. The Vendor shall have 15 days from the date of acceptance of this Agreement by the Vendor to provide written notice to the Purchaser to the address in paragraph 3(i) hereof, to terminate this Agreement, failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.

Paragraphs 3 through 42 and Schedules "A" and "B" of this Agreement are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.

DATED at Markham, this 15 day of October, 2020

SIGNED, SEALED AND DELIVERED in the presence of

(S to of Purchaser's signature, if more than purchaser)

PURCHASER: YIM Lap Ki 1958/10/25  
 PURCHASER: LAU Winnie Ching-Ching 1964/04/21  
 PURCHASER'S SOLICITOR: David Lam Barrister and Solicitor  
 Address: 625 Cochranville Dr Suite 102 Markham Ont L3R 9R9  
 Telephone: 905-464-8888 Fax: 905-464-8888

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms hereof.  
DATED at Markham this 20th day of October, 2020

Vendor's Solicitor  
HARRIS, Blomcham LLP  
SUITE 610 - 4100 Yonge Street  
Toronto, Ontario M4P 2B9  
Phone: 416-298-3600 Fax: 416-298-5300  
Attn: Mark L. Karoly

JADE KENNEDY DEVELOPMENT CORPORATION  
BY RSM Canada Limited as Court Appointed Trustee  
under the Conservation Loan Act  
No. [Signature]  
Authorized Signing Officer  
I have the authority to sign for the Corporation

The offer is subject to trustee obtaining Court's approval. This offer shall be irrevocable by buyer until 6:00 p.m. on the 25th of October 2020, after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the buyer without interest or deduction.

seller  
buyer  
Syk  
23rd  
Syk

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
  - (b) "Condominium" means York Region Standard Condominium Plan No. 1228;
  - (c) "Condominium Documents" means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
  - (d) "Corporation" means York Region Standard Condominium Corporation No. 1228;
  - (e) "Creating Documents" means the declaration and description which were registered against title to the Property and which served to create the Condominium, as may be amended from time to time;
  - (f) "Property" shall mean the lands and premises upon which the Condominium is constructed described as York Region Standard Condominium Plan No. 1228, in the Land Titles Division of the York Registry Office (No. 85)

#### Vendor's Work

4. The Purchaser acknowledges that unless Schedule "A" is completed listing work to be completed by the Vendor prior to the Unit Transfer Date, the Unit is being purchased in "as-is" condition.

#### Adjustments

5. The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Unit Transfer Date, with that day itself apportioned to the Purchaser
- (a) Realty taxes (including local improvement charges, if any), interest payable in accordance with the Act, shall be apportioned and allowed to the Unit Transfer Date. With respect to the realty taxes (including local improvement charges), the same shall be estimated as if the Unit had been fully assessed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding the same may not have been levied or paid by the Unit Transfer Date, subject however, to readjustment upon the actual amount of such taxes being ascertained.
  - (b) The Purchaser shall be responsible for and shall pay on the Unit Transfer Date the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land.
  - (c) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any cheque delivered to the Vendor and not accepted by the Vendor's bank for any reason.
  - (d) It is acknowledged and agreed by the parties hereto that the Purchase Price is exclusive of the federal portion and the provincial portion of the harmonized goods and services tax exigible with respect to this purchase and sale transaction (hereinafter and hereinafter referred to as the "HST"), and that the Purchaser shall pay to the Vendor the HST and the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction or alternatively the Purchaser shall provide, execute and deliver to the Vendor all requisite documents and assurances that the Vendor may require and as required by the CRA for the purchase of commercial property in lieu of payment of the HST.
  - (e) Notwithstanding any other provision herein contained in this Agreement, the Purchaser further acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act (Canada)* and any applicable Ontario legislation governing the payment of the provincial portion of the HST.

#### Title

6. The Purchaser shall be allowed fifteen (15) days following the date of the execution of this Agreement by the Purchaser (the "Examination Period") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.
7. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitor on the Unit Transfer Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Unit Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.
8. (a) The Purchaser agrees to accept title subject to the following:

- (i) the Condominium Documents;

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- (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Unit Transfer Date;
- (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners (provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Unit Transfer Date;
- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, subdivision, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities), (with all of such agreements being hereinafter collectively referred to as the "Development Agreements"), provided that same are complied with as at the Unit Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and
- (v) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Unit Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, development agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situated (the "Municipality"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Unit Transfer Date.
- (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions thereof. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.
- (e) The Purchaser expressly acknowledges, confirms and agrees that the Vendor, its representatives and sales agents (including the agent) have made no warranty or representation whatsoever with respect to any permitted use(s) of the Unit or the availability of any permits, authorizations, consents or permissions as aforesaid, and the Vendor and its representatives and sales agents (including the agent) shall incur no claim and suffer no cost, loss, damage and/or liability whatsoever in the event that the use(s) intended to be made of the Unit by the Purchaser is not permitted or the Purchaser is unable to obtain the required permits, authorizations, consents or permissions as aforesaid.
- (f) The Purchaser acknowledges having been advised that the allowable uses of the Unit are subject to the provisions of the Condominium Documents and the Purchaser shall satisfy itself in this regard.
9. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Unit Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Unit Transfer Date.
10. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Unit Transfer Date. The Purchaser agrees to accept the Vendor's solicitors undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Unit Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:
- (a) a mortgage statement or letter from the mortgagee(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit;
- (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomsoever the mortgagees may direct) on the Unit Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and

Sgt. H. 

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- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgagee and to register the (partial) discharge of the mortgages with respect to the Unit upon receipt (hereof and within a reasonable time following the Unit Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars.
11. The Purchaser agrees to accept the Vendor's covenant of indemnity regarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the *Construction Lien Act, R.S.O. 1990, c.C.30* and will not claim any lien holdback on the Closing Date or Unit Transfer Date, as applicable. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Closing Date nor the Unit Transfer Date shall be delayed on that account.

#### The Planning Act

12. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act, R.S.O. 1990, c.P.13* and any amendments thereto on or before the Unit Transfer Date.

#### Purchaser's Covenants, Representations and Warranties

13. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Unit Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement.
14. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment hereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 26 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a solicitor and client basis).
15. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Unit Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequences of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
16. The Purchaser covenants and agrees that he or she shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), variance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Property, or any neighbouring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
17. The Purchaser covenants and agrees that he or she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration office and model units, and the display of signs located on the Property.

#### Termination without Default

18. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee or for optional upgrades, changes or extras ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any monies paid to the Vendor for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

#### Warranties

19. (a) The Purchaser acknowledges and agrees that the clearance by the building department of the municipality shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters. If the foregoing clearances are withheld by the municipal authority as a result of non-compliance by the Purchaser of any municipal standard, such grounds for refusal shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters.
- (b) The Vendor does not warrant any of the systems contained or installed in the Unit or common elements, but shall provide the Purchaser with the full benefit of any warranties obtained by it to the extent that it is able to do so pursuant to the terms of the warranties. The Purchaser agrees to accept such warranties in lieu of any other warranties or guarantees, expressed or implied, at equity or at law, it being understood and agreed that there is

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no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement or the Unit, other than as expressed herein in writing.

- (c) The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Unit from time to time from those specified or contemplated in the aforesaid plans or specifications, provided that any substituted material(s) is equal to or better than the material(s) originally indicated in said plans or specifications.

#### Right of Entry

20. Notwithstanding the Purchaser occupying the Unit on the Closing Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Unit Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

#### Purchaser's Default

21. In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement, and should such default continue for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extra or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor, in any event, and without prejudice to or limiting the rights of the Vendor, the Vendor may also claim for damages in excess of the deposit monies so retained by the Vendor. If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid.

#### Common Elements

22. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committees of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any site material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the same notwithstanding any such modifications.

#### Risk

23. The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date. If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, if any, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

#### General

24. The Vendor shall provide a statutory declaration on the Unit Transfer Date that it is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.
25. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
26. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
27. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and assigns.
28. It is acknowledged and agreed by the Purchaser that the dimensions, floor area or square footage of the Unit, as represented to the Purchaser in any brochure, sketch, floor plan, or other advertising material is approximate, is not the same and may differ from the actual size and defined boundaries of the Unit as provided for in the Declaration and the Description, and the Purchaser consents to same. The Purchaser is further advised that the actual usable floor space may vary from any stated floor area. Notwithstanding any stated ceiling height (whether in any schedule to this Agreement or in any brochure, sketch, floor plan or other advertising material), where ceiling bulk heads are installed within the Unit and/or where drop ceilings are required, then the ceiling height of the Unit will necessarily be less than that stated in any brochure, sketch, floor plan or other advertising material and the Purchaser shall be obliged to accept the same without any abatement or claim for compensation whatsoever.
29. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 36 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Shaffer, LLP at 12:00 noon on the Unit Transfer Date or the Closing Date as the case may be and remaining there until 4:30 p.m. and is ready, willing and able to complete the transaction. The Vendor's advice that the keys are available shall be valid tender of possession of the Real Property to the Purchaser. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative shall be

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deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank, and

- (b) It is further provided that, notwithstanding subparagraph 29(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date or Unit Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and of law.
30. As the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Unit Transfer Date.
- (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation); and
- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (d) Each of the parties hereto agree that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by teletax transmission (or by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the Internet, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories therein which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (e) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
- (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor.
- without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing.
31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
32. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
33. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.
34. The Purchaser acknowledges that the Vendor may from time to time lease any and all unsold units in the Condominium for commercial purposes and this paragraph shall constitute notice to the Purchaser as registered owner of the Unit after the Unit Transfer Date pursuant to the Act.
35. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Lands are registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for a corporation to be incorporated, the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust for a corporation to be incorporated, as the case may be, shall be deemed and construed to constitute the personal guarantee of such person or persons so signing with respect to the obligations of the Purchaser herein.

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Notice

36. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein or to the address of the Unit after the Closing Date and to the Vendor at 8791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4 or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or by electronic mail, one day following facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

Cause of Action/Assignment

37. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Irrevocability

38. This offer by the Purchaser, shall be irrevocable by the Purchaser until the 15th day (excluding Saturdays, Sundays and statutory holidays) following the date of his or her execution of this Agreement, after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter-offer with respect thereto) may be made by way of telefax transmission (or similar system reproducing the original) provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed copy of the agreement of purchase and sale so transmitted, and such acceptance shall be deemed to have been effected or made when the accepted offer (or counter-offer, as the case may be) is telefaxed to the intended party, provided that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such transmission, and the original executed document is thereafter forthwith couriered (or personally delivered) to the recipient of the telefaxed copy.

Non-Merger

39. The covenants and agreements of each of the parties hereto shall not merge on the Unit Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Notice/Warning Provisions

40. (a) The Purchaser is hereby advised that noise levels caused by the Condominium's mechanical equipment, the loading and unloading of tractor trailers on the exclusive use common elements and the daily operation of businesses within Units may occasionally cause noise and inconvenience to Unit occupants.
- (b) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- (c) Purchasers are advised that noise and/or odour levels from surrounding commercial and/or industrial businesses, may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the Municipality's and the Ministry of Environment's noise criteria.

Purchaser's Work (NTD: Please review this section carefully and advise what portions, if any, you still need to include in this Agreement.)

41. The Purchaser agrees that he or she shall not be entitled to commence improvements which he or she wishes to make to the Unit (the "Purchaser's Work") without fulfilling the following conditions:
- (a) The Purchaser has obtained the written approval of the Vendor prior to any commencement of the Purchaser's Work, which approval shall not be unreasonably withheld;
- (b) (i) If the Purchaser wishes to commence the Purchaser's Work, the Purchaser shall submit to the Vendor for approval in accordance with the Vendor's requirements a complete set of plans, drawings, specifications, construction schedule(s), construction contract(s) and other information (collectively, the "Purchaser's Plans") as may be necessary or desirable for the complete and particular identification of all work to be performed by the Purchaser.
- (ii) The Purchaser's Plans shall be subject to the approval of the Vendor, which approval shall not be unreasonably or arbitrarily withheld. The Vendor shall notify the Purchaser of its approval of the Purchaser's Plans or of the specific changes required in writing and the Purchaser shall then prepare and submit to the Vendor within ten (10) days revised Purchaser's Plans satisfactory to the Vendor.

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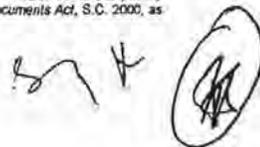
- (iii) No Purchaser's Work shall be commenced until the Purchaser's Plans have been approved in writing by the Vendor and the Purchaser's Work shall be performed strictly in accordance with the Purchaser's Plans as previously approved to be in writing by the Vendor. The Vendor shall be entitled to an administration fee for reviewing and approving the Purchaser's Plans, which fee shall be equivalent to Nine Hundred and Fifty (\$950.00) Dollars per unit. A set of the Purchaser's Plans with the Vendor's consent endorsed thereon shall be kept at the Unit at all times throughout the period when the Purchaser's Work is being performed. The Vendor may, at its sole option, at the expense of the Purchaser, payable on demand, rectify or remove any Purchaser's Work which does not comply with the Purchaser's Plans as previously approved by the Vendor, the Ontario Building Code or any other governmental requirements.
- (iv) The Purchaser shall not be permitted to perform any Purchaser's Work in the common elements.
- (v) The Purchaser shall keep the Unit insured during the period of time in which the Purchaser is carrying out the Purchaser's Work as may be required by the Condominium and/or the Vendor, including builders risk insurance during the course of construction of Purchaser's Work, liability insurance of a minimum of Two Million (\$2,000,000.00) Dollars and worker's compensation coverage. The Purchaser shall be responsible for and keep insured all improvements to the standard unit and shall assume all liability in respect of same.
- (c) Prior to the performing any work, the Purchaser shall obtain all necessary consents, permits, licences, certificates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall deliver to the Vendor copies of same and shall post permits as required.
- (d) (i) All the Purchaser's Work, as well as the operations which the Purchaser carries out within the Unit, shall comply with all applicable laws, by-laws, building codes, permits and approvals for such work, as well as with the requirements of the Vendor's and/or the Condominium's insurers. If any of the foregoing are not in compliance and the Purchaser fails to remedy such non-compliance forthwith, the Vendor may, at its sole option, remedy same, at the Purchaser's expense, payable on demand.
- (ii) The Purchaser shall in no event make any structural alterations nor any alterations which shall alter the structural parts of the building constituting part of the common elements.
- (iii) Any damage to the Unit, the Condominium or the Property during the performance of the Purchaser's work by the Purchaser, its contractors, subcontractors, tradesman or material suppliers shall immediately be repaired by the Purchaser or, at the Vendor's option, by the Vendor, at the expense of the Purchaser, payable on demand.
- (iv) Upon termination of this Agreement, the Purchaser shall forthwith remove all of the Purchaser's Work from the Unit and restore the Unit to its original condition as it existed on the day immediately prior to the date the Purchaser's Work commenced or, at the Vendor's option, the Purchaser's Work to the extent it has been completed shall then remain in the Unit and shall become the property of the Vendor.
- (e) The opinion in writing of the Vendor's architect or other qualified consultants shall be binding on both the Vendor and the Purchaser respecting all matters of dispute regarding the Purchaser's Work, including the state of completion and whether or not the Purchaser's Work is completed in a good and workmanlike manner and in accordance with the Vendor's requirements, the Purchaser's Plans as approved by the Vendor and this Agreement.
- (f) The Purchaser shall ensure that no construction lien or any other lien affects the Condominium or the Property or any part thereof, including the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's Work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof has been given to the Purchaser, then in addition to any other rights or remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis), shall be payable by the Purchaser to the Vendor forthwith on demand.
- (g) The Purchaser acknowledges that in the event that he or she acquires title to the Unit prior to the commencement of construction of improvements to the Unit, he or she shall also be obligated to obtain such consents as are necessary from the Condominium and abide by the terms of the Condominium Documents and the Condominium Act in regard to such construction.
- (h) The Purchaser shall be obligated to obtain any occupancy permit required by any municipal, governmental, or regulatory authority having jurisdiction and shall make available to the Vendor copies of same.
- (i) Wherever in this paragraph the Vendor performs work due to some default by the Purchaser which the Purchaser is required to pay for, then the Purchaser shall, together with all other recoveries permitted hereunder, pay to the Vendor, an administration fee equal to fifteen per cent (15%) of the recoveries.
- (j) The Purchaser covenants and agrees that the Purchaser shall not, either before or after closing, be entitled to erect, affix, or maintain any signage whatsoever, advertising the name of the occupiers of the Unit and/or the use of the Unit and/or other matters, to any portion of the common elements, including without limitation to the interior or exterior surface of any windows or doors adjacent to the Unit, except as herein specifically provided or as provided under the Condominium Documents.
- Pylon signage shall, subject to the terms of the Condominium Documents, comprise a separate unit in location(s) determined by the Vendor. Subject to availability at any given time, and subject to entering into a lease or licence with the owner of the Sign Unit, a Purchaser will be permitted to attach a sign to the pylon sign(s) as per the direction of the owner of the Sign Unit.

In the event of failure of the Purchaser to comply with any of the provisions of this paragraph, including the provisions to pay to the Vendor on demand any amounts expended by the Vendor in accordance with the provisions thereof, the Vendor may, at its option, by notice to the Purchaser, declare this Agreement null and void, and retain all deposit moneys paid hereunder, together with any interest earned thereon, as liquidated damages and not as a penalty.

Purchaser's Consent to the Collection and Limited Use of Personal Information

42. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as

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amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Unit, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (j) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (e) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (f) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
- (g) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), any warranty bond provider and/or access condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (h) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (i) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (j) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
- (k) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- (l) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1) (b) (i) of The Income Tax Act R.S.C. 1985, as amended;
- (m) the Vendor's advisors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraviva Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (n) the condominium corporation, for purposes of facilitating the completion of the corporation's voting, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions; and
- (o) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

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SCHEDULE "A" of AGREEMENT OF PURCHASE AND SALE

VENDOR'S WORK

Other than the Vendor's Work described below (if applicable) the Purchaser accepts the Unit in "as-is" condition.

Syde (PK)



# APPENDIX D1



# Amendment to Agreement of Purchase and Sale



## Form 120

for use in the Province of Ontario

**BETWEEN:**  
**BUYER:** ..... Yim, Lap Ki ..... Lau, Winnie Ching Ching .....  
**AND**  
**SELLER:** ..... RSM Canada Limited solely as Court appointed Trustee .....

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the ..... 15 ..... day of ..... October ..... 20 20 .....  
 concerning the property known as ..... 8339 Kennedy Rd ..... 2169 .....  
 ..... Markham ..... ON ..... L3R 5T5 ..... as more particularly described in the aforementioned Agreement.

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

Delete

Delete:

Purchaser: Lau, Winnie Ching-Ching

Insert:

Purchaser: Lau, Winnie Ching Ching

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 11:59 (a.m./p.m.)

on the 6th day of November, 2020, 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)

(Buyer/Seller) Y. Hoque

(Seal)

11/02/2020

(Date)

(Witness)

(Buyer/Seller) Lau, Winnie Ching Ching

(Seal)

11/02/2020

(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)

(Buyer/Seller) [Signature]

(Seal)

Nov 4/20

(Date)

(Witness)

(Buyer/Seller)

(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 ..... this ..... day of ..... 20..... (a.m./p.m.)

(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.

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.

(Seller) FSM Canada Limited Solely in its Capacity As Court (Date) Nov 4/20

(Buyer) Y. Hoque (Date) 11/02/2020

(Seller) (Date)

(Buyer) Lau, Winnie Ching Ching (Date) 11/02/2020

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

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# APPENDIX E



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #65

29759-0744 (LT)

PAGE 1 OF 6  
PREPARED FOR AMY12345  
ON 2020/11/03 AT 14:39:17

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: UNIT 390, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR1966697; CITY OF MARKHAM

PROPERTY REMARKS:

RECENTLY:  
CONDOMINIUM FROM 02963-3601

PIN CREATION DATE:  
2013/04/22

OWNERS' NAMES  
JADE-KENNEDY DEVELOPMENT CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
MA31145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP OF MARKHAM		C
YR686388	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR694205	2005/08/31	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
YR1444874	2010/02/24	CHARGE	\$30,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	C
YR1445317	2010/02/25	CHARGE		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1445318	2010/02/25	NO ASSGN RENT GEN		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1445330	2010/02/25	POSTPONEMENT		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
				AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1445332	2010/02/25	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERMARKET INC.	
YR1445352	2010/02/25	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
		REMARKS: YR1445332, YR1445317				
YR1446522	2010/02/26	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1446523	2010/02/26	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
		REMARKS: RENTS - YR1446522				
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1495980	2010/06/15	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
		REMARKS: YR1444874 TO YR1495979				
YR1495981	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
		REMARKS: YR1445317 TO YR1495979				
YR1495982	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
		REMARKS: YR1446522 TO YR1495979				
YR1499090	2010/06/18	NOTICE		THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
		REMARKS: PT 4 65R30830 PT 5 65R30830 PT 8 65R30830 - AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS				
YR1533097	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
		REMARKS: YR1446522 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS				
YR1533098	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
		REMARKS: YR1445317 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS				
YR1533099	2010/08/13	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
		REMARKS: YR1444874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS				
YR1615462	2011/02/28	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1615474	2011/02/28	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
YR1615475	2011/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MARY INVESTMENTS (2010) INC.	LAURENTIAN BANK OF CANADA	
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
YR1616917	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1616918	2011/03/02	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
YR1616919	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MARY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	C
YR1699150	2011/08/22	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** T & T SUPERMARKET INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	
YR1721683	2011/10/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	
YR1721715	2011/10/03	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MARY INVESTMENTS (2010) INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1763873	2011/12/23	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1763874	2011/12/23	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1763902	2011/12/23	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
	REMARKS: YR1445332.					
YR1763907	2011/12/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	LAURENTIAN BANK OF CANADA	
	REMARKS: YR1446522 TO YR1763873					
YR1763923	2011/12/23	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
	REMARKS: YR1445317					
YR1764062	2011/12/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	
	REMARKS: YR1721683 TO YR1763873					
YR1832081	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
	REMARKS: YR1763873					
YR1832265	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
	REMARKS: CHARGE NO. YR1446522, SECURITY OF CHARGE YR1432114 OTHER LANDS				D. MADY INVESTMENTS (2010) INC.	
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MOREENERGY CAPITAL CORPORATION		C
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	C
YR1954841	2013/03/13	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR1444874 TO YR1954840					
YR1954842	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
	REMARKS: YR1721683 TO YR1954840					
YR1954843	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
	REMARKS: YR1445317 TO YR1954840					
YR1954844	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
	REMARKS: YR1763873 TO YR1954840					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1954845	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC. DELETED BY CATHY BULMER 2013/09/05	THE CORPORATION OF THE CITY OF MARKHAM	
REMARKS: YR1446522 TO YR1954840 DELETED BY YR2005313.						
YRCP1228	2013/04/17	STANDARD CONDO PLAN		JADE KENNEDY DEVELOPMENT CORPORATION		C
YR1966697	2013/04/17	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR1970477	2013/04/29	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
REMARKS: BY-LAW NO. 1						
YR1970484	2013/04/29	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
REMARKS: BY-LAW NO. 2						
YR1972811	2013/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: YR1763873.						
YR1975398	2013/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
REMARKS: YR1721683.						
YR1975619	2013/05/10	APL ANNEX REST COV		JADE-KENNEDY DEVELOPMENT CORPORATION		C
YR1975654	2013/05/10	NO DET/SURR LEASE		*** COMPLETELY DELETED *** JAKE-KENNEDY DEVELOPMENT CORPORATION		
REMARKS: YR1445332.						
YR2005313	2013/07/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** D. MADY INVESTMENTS (2010) INC.		
REMARKS: YR1446522.						
YR2014896	2013/08/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: YR1445317.						
YR2062940	2013/11/20	CONDO LIEN/98	\$1,499	YORK REGION CONDOMINIUM CORPORATION NO. 1228		C
YR2112686	2014/04/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
REMARKS: BYLAW NO 3						
YR2131732	2014/05/27	APL (GENERAL)		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
REMARKS: NAME CHANGE FOR THE LIEN CLAIMANT. YR2063732, YR2063733, YR2063729, YR2061496, YR2061497, YR2063721, YR2063722, YR2061499, YR2061500,						

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PAGE 6 OF 6

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2061501, YR2062938, YR2062939, YR2062940, YR2062941, YR2062942, YR2062943, YR2062936, YR2061503, YR2061504, YR2061505, YR2061506, YR2062937						
YR2195650	2014/10/01	CHARGE	\$3,600,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR2195651	2014/10/01	CHARGE	\$2,400,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR2234798	2014/12/19	CHARGE	\$8,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	MARSHALLZEHR GROUP INC.	C
YR2238302	2014/12/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228	
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAM WASTE & RECYCLING INC.		C
YR2238990	2015/01/05	CONDO AMENDMENT		JADE-KENNEDY DEVELOPMENT CORPORATION		C
				REMARKS: YR1966697, YRCP1228.		
YR2250103	2015/01/30	NO CHNG ADDR CONDO		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C
YR2254665	2015/02/11	CERTIFICATE		*** COMPLETELY DELETED *** GUEST TILE INC.		C
				REMARKS: YR2238302		
YR2473513	2016/05/18	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C
				REMARKS: YR2195650.		
YR2765791	2017/11/28	APL DEL CONST LIEN		*** COMPLETELY DELETED *** GUEST TILE INC.		
				REMARKS: YR2238302.		

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# APPENDIX F

In the Matter of the Construction Lien Proceeding of Jade-Kennedy Development Corporation  
Trustee's Statement of Receipts and Disbursements  
For the Period February 11, 2015 to November 15, 2020

<b>Receipts</b>		<b>Notes</b>
Sale of Phase I Commercial Units	\$1,969,379.77	1 (i)
Sale of Phase II Commercial Units	4,911,171.28	1 (ii)
Sale of Phase II Residential	1,546,941.52	1 (iii)
Sale of Phase III Land	1,750,488.73	1 (iv)
Letter of Credit Proceeds		
Letter of Credit Fees	3,028,564.41	
Net Letter of Credit Proceeds	<u>(231,742.62)</u>	
Refund from PowerStream Inc.	2,796,821.79	2
Cash Collateral from Taron Bond	212,125.30	3
Realty Taxes Collected	872,260.28	4
HST Refunds	97,755.37	5
HST Collected	503,879.88	
Common Area Expenses Collected	82,997.33	
Refund from City of Markham	12,930.37	6
Interest on Investments	230,664.88	7
Miscellaneous Refunds	\$115,354.02	8
Accounts Receivable	13,866.32	8
Transfers	270,447.99	9
<b>Total receipts</b>	<u>\$15,387,084.83</u>	
<b>Disbursements</b>		
Payments to Secured Creditors	8,960,993.60	10
Repairs and Maintenance	1,558,001.36	11
Trustee fees	1,443,864.00	
HST paid	577,039.22	
Legal fees and disbursements	584,873.29	
Third Party Consultants	320,493.27	12
Taron related payments	188,712.56	13
Common Area Expenses - units available	289,118.98	14
Realty Taxes	217,102.84	15
Realty Taxes paid on behalf of Phase II Purchasers	97,755.37	5
Commission on sale of units	378,275.93	16
Wages	51,676.89	17
Common Area Expenses - on behalf of Phase II Purchasers	12,930.37	6
Utilities	14,501.34	
HST Remitted	17,510.53	
Insurance	62,139.00	
Appraisal fees	2,595.00	18
Administrative disbursement	5,594.20	
ASCEND licenses	340.00	
PST paid	406.40	
<b>Total Disbursements</b>	<u>\$14,763,924.15</u>	
<b>Excess of Receipts over Disbursements before reserves</b>	<u>\$603,160.68</u>	19
Represented by:		
Cash	\$128,160.68	
Term Deposits at Bank of Montreal	475,000.00	
<b>Total</b>	<u>\$603,160.68</u>	
<b>Notes - refer to attached</b>		

**In the Matter of the Construction Lien Proceeding of Jade-Kennedy Development Corporation  
Trustee's Statement of Receipts and Disbursements  
For the Period February 11, 2015 to November 15, 2020**

**Notes:**

- 1
  - i) The Trustee has sold 21 Phase I units: nine kiosk units and twelve commercial units. Proceeds of \$1,855,336.89 were received for the 18 units that MarshallZehr has a mortgage on and \$88,313.88 was received for the 3 units where no mortgage has been registered. The Trustee collected also collected \$25,729 representing a deposit made by the former purchaser of Unit 60 and this is part of Marshall Zehr's security and is included in the above-noted proceeds. The final kiosk unit has been sold for \$15,000 subject to approval of the Court, closing is scheduled for Dec. 15/20. The four Phase I Parking Units have not sold.
  - ii) The Trustee has closed all of the Phase II commercial units and received proceeds of \$4,911,171.28.
  - iii) The Trustee has closed six residential units and two parking units as follows: a) Suite 1521, received \$269,313.86 on Apr. 28/16 and was required to pay \$9,250 in condo fee arrears; b) Suite 218, received \$250,183.67 on Jun. 16/16 and was required to pay \$8,948.79 in condo fee arrears c) Suite 827, received \$259,850.08 on Jun. 10/16 and was required to pay \$8,754.48 in condo fee arrears; d) Suite 1216, received \$288,628.52 on Aug. 12/16 and was required to pay \$8,948.48 in condo fee arrears; and e) Suite 1527, received \$267,755.17 on Oct. 18/16 and was required to pay \$11,649.67 in condo fee arrears and f) Suite 117, received \$243,762.47 on Nov. 15/16 and was required to pay \$12,155.30 in condo fee arrears. Total proceeds were \$1,519,787.05. The Trustee sold two residential parking units in the condominium tower (178/179) for a total of \$27,154.47. Total proceeds were \$1,546,941.52.
  - iv) The Trustee sold Phase III vacant land for \$1,750,488.73.
- 2 The Trustee completed works resulting in the release all of the Letters of Credit ("LC") by The Regional Municipality of York Region ("York Region"), the The City of Markham ("City") and PowerStream. Total gross proceeds of \$3,028,564.41 were received:
  - i) LC 601070 in the amount of \$182,448 was reduced to a maintenance level of \$27,367.20. The Trustee received gross proceeds of \$156,408.39 (including interest) on Oct. 20/15. The bank deducted \$3,862.24 in costs.
  - ii) LC 600723 in the amount of \$196,812 was fully released. The Trustee received gross proceeds of \$228,911.08 (including interest) on Sept. 1/15. The bank deducted \$100,718.60 in costs.
  - iii) LC 600579 in the amount of \$359,100 was reduced to a maintenance level of \$54,000. The Trustee received gross proceeds of \$307,519.36 (including interest) on Nov. 27/15. The bank deducted \$22,664.48 in costs.
  - iv) LC's 601069 in the amount of \$15,000.00 (City) and LC 601063 in the amount of \$19,900.22 (PowerStream) were released. The Trustee received gross proceeds of \$36,603.35 on Nov. 20/15. The bank deducted \$6,491.66 in costs.
  - v) The Trustee received proceeds of \$1,097,101.28 from LC reductions on Sept. 6th and 9th, 2016 as follows: i) \$1,059,464.69 from LC 600796; \$17,636.59 from LC 601064; and \$20,000 from LC 601113.
  - vi) LC 600796/601065 was reduced by \$103,697. The Trustee received this amount on Dec. 6/16.
  - vii) LC 601065 was reduced by \$59,960. The Trustee received this amount on Dec. 19/16.
  - viii) \$81,367.20 was received on Dec. 21/17 for the cancellation of two LCs outstanding with York Region.
  - ix) \$932,798.75 was received on Feb. 24/20 representing the majority of the cash collateral on LC 600796/601064.
  - x) \$24,198 was received on Oct. 31/20 representing the balance of the cash collateral on LC 600796/601064.

The Trustee replaced TD as the LC provider on Apr.21/16. Legal fees and a commission reserve of \$60,000.00 were paid in costs.
- 3 The Trustee received a \$212,125.30 refund from PowerStream Inc. representing actual consumption rates lower than estimated.
- 4 The Trustee received deposits held in trust by the Escrow Agent of \$872,260.28 after completion of required repairs by Tarion and the release of the bonds by Aviva.
- 5 The Agreements of Purchase and Sale for the pre-sold 16 Phase II commercial units (closed in early 2015) required the vendor to collect realty taxes from the purchasers for 2014/15 and to remit this to the City of Markham. The Trustee collected \$97,755.32 and subsequently remitted this to the City of Markham. The vendor is responsible for the balance of the 2014 taxes incurred prior to the closing dates, however The City of Markham has confirmed that no property tax bills will be issued for 2014 property taxes.
- 6 The Agreements of Purchase and Sale for the pre-sold 16 Phase II commercial units required the vendor to collect common area expense from the purchasers and remit these amounts to the condo corporation.
- 7 The Trustee has received several realty tax refunds from the City of Markham including \$188,449.76 received as a Development Charge Refund due to a successful OMB appeal.
- 8 Harris Sheaffer LLP ("HS"), real estate counsel to JKDC and the Trustee, held in its accounts funds paid to HS by JKRC as a retainer for fees. HS has sent the remaining retainer funds held by it to the Trustee.
- 9 The Trustee has collected the following receivables: i) \$34,982.13 owing on a Promissory Note from the owner of Units 2025 and 2026, ii) \$87,390 relating to mortgage arrears owing from YRSCC 1228 for a management office it purchased from JKDC, iii) \$139,336.80 prepayment of the outstanding mortgage on the management office; and iv) other of \$8,739.06.
- 10
  - i) The Trustee has distributed \$1,620,993.60 to lien claimants representing deficiency in the holdbacks as approved by the court. All payments were made from the Phase II commercial proceeds received except for a \$45,781.90 payment made to Brody Wall Systems Ltd. from Phase II residential proceeds and a \$107,820.88 payment to Guest Tile Inc. from Phase I Commercial proceeds.
  - ii) The Trustee has made distributions to Am-Stat of \$6,250,000 and to MarshallZehr of \$1,090,000 as approved by the Court.
- 11 The Trustee was required to repair deficiencies and complete various works pursuant to developer warranties under Tarion requirements and in connection with various outstanding letters of credit for the benefit of York Region and The Corporation of the City of Markham.
- 12 The Trustee was required to retain the services of certain professionals in order to complete work required by Tarion and the beneficiaries under various letters of credit.
- 13 The Trustee made payments directly to owners for valid delayed occupancy claims as provided for under developer warranties. These payments were made directly in order to avoid additional charges by Tarion.
- 14 Represents condominium fees on units available for sale and arrears that were subject to valid liens as units were sold.
- 15 Represents property taxes bills paid for units available for sale.
- 16 Represents commissions paid on units sold.
- 17 The Trustee had retained the services of a former Mady Development Corporation as a consultant to assist it with on-site duties at the Property.
- 18 The Trustee retained the services of an independent appraiser to value the Phase III vacant land.
- 19 Reserves: LBC re TGF fees of \$10,000.00; administrative costs and professional fees of \$100,000.

# APPENDIX G

Court File No. CV-15-10882-00CL

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY  
DEVELOPMENT CORPORATION FOR THE APPOINTMENT OF A TRUSTEE  
UNDER S. 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**AFFIDAVIT OF BRYAN A. TANNENBAUM  
(Sworn on November 12, 2020)**

I, BRYAN A. TANNENBAUM, of the City of Toronto, in the Province of Ontario,  
**MAKE OATH AND SAY AS FOLLOWS:**

1. I am the President of RSM Canada Limited (“**RSM**”), in its capacity as Court-appointed trustee (in such capacity, the “**Trustee**”), with respect to the lands and premises municipally known as 8321, 8323, 8339 Kennedy Road, Markham, Ontario and commonly known as South Unionville Square, and any and all proceeds arising out of or from such lands and premises; and all personal property of the Debtor and any and all proceeds arising therefrom (the “**Property**”) and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

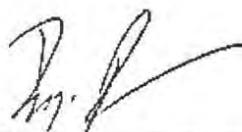
2. Attached hereto and marked as **Exhibit "A"** are detailed invoices (the "**Invoices**") issued by RSM for its fees and disbursements in connection with the proceedings related to the Property pursuant to the Construction Lien Act for the period August 1, 2017 to October 31, 2020 (the "**Appointment Period**") and disbursement invoices issued from January 1, 2017 to October 31, 2020. The total charged by RSM during the Appointment Period were: fees of \$264,164.00, disbursements of \$864.70 plus HST of \$34,453.77 totaling \$299,482.47.
3. The Invoices are a fair and accurate description of the services provided and the amounts charged by RSM.
4. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A" including the total billable hours charged, the total fees charged and the average hourly rate charged.
5. I make this affidavit in support of a motion for an Order approving the Monitor's fees and disbursements and for no other or improper purpose.

**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario, on the 12th day of November, 2020



Commissioner for Taking Affidavits  
(or as may be)

Daniel Raphael Weisz, a Commissioner, etc.,  
Province of Ontario, for RSM Canada LLP  
and RSM Canada Limited.  
Expires January 5, 2021.



**BRYAN A. TANNENBAUM**

**EXHIBIT "A"****Detailed Invoices**

This is Exhibit "A" to the Affidavit of  
Bryan A. Tannenbaum, sworn on November 12, 2020



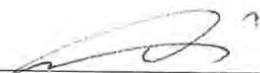
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A Commissioner for the taking of Affidavits, etc.

Daniel Raphael Weisz, a Commissioner, etc.,  
Province of Ontario, for RSM Canada LLP  
and RSM Canada Limited.  
~~EXPIRES JANUARY 5, 2021~~

**EXHIBIT "B"****Calculation of Average Hourly Billing Rates of  
RSM Canada Limited  
for the Consultancy and Appointment Period**

This is Exhibit "B" to the Affidavit of  
Bryan A. Tannenbaum, sworn on November 12, 2020



---

A Commissioner for the taking of Affidavits, etc.

Daniel Raphael Weisz, a Commissioner, etc.  
Province of Ontario, for RSM Canada LLP  
and RSM Canada Limited.  
Expires January 5, 2021

● IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED

-and-

● AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION FOR THE  
APPOINTMENT OF A TRUSTEE UNDER S. 68(1) OF THE  
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS  
AMENDED

Court File No. CV-15-10882-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**AFFIDAVIT OF BRYAN TANNENBAUM**

**CHAITONS LLP**

5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton** (LSUC #21592F)

Tel: 416-218-1129

Fax: 416-218-1849

E-mail: [harvey@chaitons.com](mailto:harvey@chaitons.com)

**Sam Rappos** (LSUC #51399S)

Tel: 416-218-1137

Fax: 416-218-1837

Email: [samr@chaitons.com](mailto:samr@chaitons.com)

**Lawyers for the Trustee, RSM Canada Limited**

# APPENDIX G1

**To** Jade-Kennedy Development Corporation  
 c/o Collins Barrow Toronto Limited  
 11 King Street West, Suite 700  
 Toronto, Ontario  
 M5H 4C7

Collins Barrow Toronto Limited  
 Collins Barrow Place  
 11 King Street West  
 Suite 700, PO Box 27  
 Toronto, Ontario  
 M5H 4C7 Canada

T. 416.480.0160  
 F. 416.480.2646

toronto.collinsbarrow.com

**Date** November 22, 2017

**Client File** 300028

GST/HST: 80784 1440 RT 0001

**Invoice** DISBURSEMENT #4  
**No.** C000573

Disbursements in connection with our acting as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation for the period January 1, 2017 to October 31, 2017.

Couriers	\$ 164.68
Travel	70.88
<b>Total disbursements</b>	<b>\$ 235.56</b>
HST @ 13%	30.62
<b>Total payable</b>	<b>\$ 266.18</b>

PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

**PLEASE RETURN ONE COPY WITH REMITTANCE**

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 The Collins Barrow trademarks are used under license.

Collins Barrow Toronto Limited  
 Collins Barrow Place  
 11 King Street West  
 Suite 700, PO Box 27  
 Toronto, Ontario  
 M5H 4C7 Canada

 T. 416.480.0160  
 F. 416.480.2646

toronto.collinsbarrow.com

**To** Jade-Kennedy Development Corporation  
 c/o Collins Barrow Toronto Limited  
 11 King Street West, Suite 700  
 Toronto, Ontario  
 M5H 4C7

**Date** September 11, 2017

GST/HST: 80784 1440 RT 0001

**Client File** 300028

**Invoice** 31

**No.** C000526

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation ("Jade-Kennedy" or "JKDC") for the period to August 31, 2017.

Date	Professional	Description
8/1/2017	Colleen Delaney	Respond to B. Tannenbaum's request regarding estimated realizations to MarshallZehr ("MZ"); respond to K. McNeill of Harris Sheaffer LLP ("HS") regarding August 17, 2017 closings; respond to D. Nishimura regarding deposits and cheques; email S. Chau of Century 21 regarding sales events; update Statement of Receipts and Disbursements ("SR&D") to July 31, 2017; allocation of SR&D across phases and general category with assumptions; detailed updated analysis of MZ's estimated position and amount of interim distribution that the Trustee intends to seek court approval of.
8/1/2017	Arif Dhanani	Review of email from C. Delaney; email to B. Tannenbaum regarding MZ.
8/2/2017	Colleen Delaney	Update March 31, 2017 detailed schedules and notes to July 31, 2017 in support of MZ's estimated realizations; review amendments to Sixteenth Report to the Court and respond to S. Rappos of Chaitons LLP with comments; send proposed final Sixteenth Court Report to B. Tannenbaum; email YRSCC 1228 regarding outstanding mortgage payment for July, 2017; prepare working papers in support of SR&D allocation and MZ analysis; email A. Iqbal of Thornton Grout Finnigan LLP ("TGF") and S. Rappos regarding A. Iqbal's request of an accounting for TGF invoices already deducted from LC cash collateral proceeds by A. Chaaban of Laurentian Bank of Canada ("LBC").
8/2/2017	Bryan Tannenbaum	Review, edit and approve the Sixteenth Report to Court.
8/3/2017	Colleen Delaney	Review and comment on B. Tannenbaum's proposed email to MZ regarding the status and estimated distribution to be approved at the September, 2017 court hearing; receive and forward additional detailed documentation from Downsview to N. Miele of MHBC Planning Urban Design & Landscape Architecture and G. Abbiento of Pronto General Contractors ("Pronto") for comments.
8/4/2017	Colleen Delaney	Email J. Baird of Masongsong Associates Engineering Limited ("Masongsong") to follow up on various items; update Outstanding List to August 4, 2017 and forward to S. Rappos for comments; approve invoices

Date	Professional	Description
		and request cheques; email S. Chau regarding her request for additional brochures; prepare and file HST return for July, 2017; approve invoices and request cheques.
8/8/2017	Arif Dhanani	Discussions with L. Holloway of Pronto and G. Abbiento regarding meeting to occur with YRSCC 1225, discussions on settlement amount and approval of settlement, send Release Agreement and instructions via email to L. Holloway for signature by YRSCC 1225 board of directors.
8/8/2017	Colleen Delaney	Emails regarding post-dated cheques from YRSCC 1228; receive revised invoice from D. Crupi and respond; update call with L. Holloway; review Release to confirm correct version and receive confirmation of settlement.
8/9/2017	Arif Dhanani	Review of email from L. Holloway with Release document from YRSCC 1265; respond to L. Holloway; emails among B. Tannenbaum, C. Delaney; further emails to/from L. Holloway regarding Superior Sealants.
8/9/2017	Colleen Delaney	Prepare Ascend form for post-dated cheques (from YRSCC 1228 for mortgage on office unit) and advise D. Nishimura of procedure for monthly deposits; email from J. Baird regarding Primont site ready and advise Regal Landscaping; emails regarding settlement with YRSCC 1265.
8/10/2017	Colleen Delaney	Approve invoices and requisition cheques; provide condo fee and property tax information to K. McNeill for Units 138, 174 and 181 in preparation for closings on August 17, 2017; email C. Moore of the City of Markham to confirm that Final Tax bills for 2017 will be issued in early September, 2017; receive request letter from lawyer for purchasers of Units 138, 174 and 181 and forward to S. Rappos for response; emails with K. McNeill regarding closings; review S. Rappos' amendments to the Outstanding List and edit with additional changes; emails regarding Superior Sealants to finish repairs before Release is signed as Release working must be clean (no edits).
8/11/2017	Arif Dhanani	Emails to/from L. Holloway regarding Release, Superior Sealants and next steps.
8/11/2017	Colleen Delaney	Email from C. Mills (MZ lawyer) requesting information on estimated realizations and forward same to B. Tannenbaum with related information; receive proof of HST registrant forms from K. McNeill (Units 138, 174 and 181).
8/11/2017	Daniel Weisz	Review and sign cheques.
8/14/2017	Colleen Delaney	Emails with L. Holloway regarding work required by Superior Sealants, requirements for Release and to confirm repairs on C. Chow's Unit (218); review and approve final Statements of Adjustments for Units 138, 174 and 181.
8/15/2017	Colleen Delaney	Calls and emails with L. Holloway regarding plan to complete work (Superior Sealants) and obtain signed Release; discussion with A. Dhanani regarding the Release and that changes thereto by Condo Corp are not acceptable; emails with B. Tannenbaum regarding Release, etc.; compile closing documentation for Units 138, 174 and 181; email from J. Chan of DUKA, respond to her with the plan regarding completion of work and signing of Release; receive confirmation of HST refund from CRA.
8/15/2017	Arif Dhanani	Meet with C. Delaney to discuss Superior Sealants work and finalization of Release; review various emails from C. Delaney and B. Tannenbaum.
8/16/2017	Daniel Weisz	Sign Trustee's Certificates regarding sales of three units.

Date	Professional	Description
8/16/2017	Colleen Delaney	Receive Approval and Vesting Orders for the sale of Units 138, 174 and 181 and forward to K. McNeill and S. Chau for closing; coordinate signing/sending of Trustee's Certificates for Units 138, 174 and 181; save and coordinate posting of documentation regarding the sale of Units 138, 174 and 181 to the Trustee's website; review cash status and determine amount of funds to be invested; emails with L. Holloway to confirm repairs.
8/16/2017	Arif Dhanani	Review of email from C. Delaney regarding Vesting Orders; email to Chaitons to request soft copies of Trustee's Certificates.
8/17/2017	Colleen Delaney	Emails and calls with L. Holloway regarding DUKA is satisfied with the repairs and to coordinate logistics for signing of Release as soon as possible; email DUKA regarding timing of Release and to confirm that cheque will be ready to be sent; emails regarding completion of remaining landscaping and request N. Miele to review and certify completion in accordance with City of Markham's requirements; respond to queries from Purchaser of Units 138, 174 and 181 (regarding property taxes); draft letter to BMO to invest \$800,000; emails regarding closing and release of keys; prepare cheque requisition for payment of settlement amount to YRSCC 1265 and coordinate logistics for release of cheque.
8/18/2017	Daniel Weisz	Review and sign cheques; letter regarding term deposit; review bank account regarding receipt expected.
8/18/2017	Colleen Delaney	Coordinate instructions to invest funds; request BMO statement to confirm closing funds; status update to B. Tannenbaum; receive Application for Vesting Orders from HS and save on shared drive; receive request from purchaser of Units 92/93 and coordinate response by S. Rappos.
8/21/2017	Arif Dhanani	Discussions with L. Holloway regarding settlement agreement; meet with L. Holloway to deliver cheque for YRSCC 1265 and discussion with B. Tannenbaum in this regard.
8/21/2017	Bryan Tannenbaum	Review emails on the status of the Release.
8/22/2017	Bryan Tannenbaum	Draft letter to Tarion providing Condo Corp. Release and requesting release of surety bond; receipt and execution of Release.
8/23/2017	Colleen Delaney	Approve invoices and coordinate cheques; emails to: J. Baird, Regal Landscaping, Century 21, J. Salmon (YRSCC 1265's lawyer); confirm accounting transactions.
8/23/2017	Bryan Tannenbaum	Receipt and review of Guest Tile costs submission; email to S. Rappos as to why are we responsible for costs on an advice and direction motion; receipt and review of S. Rappos email to Guest Tile's lawyers on costs.
8/24/2017	Colleen Delaney	Review and file closing documents for Units 138, 174 and 181; call S. Brown of Tarion leaving message regarding status of request to eliminate Phase II bond; status update meeting with B. Tannenbaum; update Outstanding List and send to S. Rappos; email regarding Sreen Painting Ltd. has withdrawn its claim and forward to B. Tannenbaum; review draft Fee Affidavit and respond with comments; cancel Rogers internet and coordinate next steps; email S. Chau for marketing report update; email N. Miele requesting that he coordinate City of Markham's approval of recent plantings and reduction of related Letters of Credit; coordinate J. Berger's site visit on August 29, 2017 and list of outstanding items; review Downsview's recent position.
8/24/2017	Bryan Tannenbaum	Receipt and review of email exchange between Guest Tile and Chaitons on the costs issue; receipt and review of Sreen email withdrawing their

Date	Professional	Description
		remaining claim; meeting with C. Delaney to review Outstanding Items as at August 24, 2017.
8/25/2017	Colleen Delaney	Call S. Brown leaving message and update B. Tannenbaum.
8/28/2017	Colleen Delaney	Forward email from Regal Landscaping to J. Baird, Pronto, etc., requesting their advice regarding recent plantings; send updated Outstanding List to S. Rappos requesting input; call J. Baird to advise that landscaping maintenance is the responsibility of the new owners, etc.; draft Notices For Sale for two parking units in the residential condo tower and coordinate posting in common areas; email J. Chan of DUKA to determine if the YRSCC 1265 is interested in buying one of the parking units and respond to her queries; email H. Fung of Palmax to determine if YRSCC 1228 is interested in purchasing one of the four parking units available in the townhome (Phase I) garage and request he advise owners at the upcoming AGM on September 7, 2017; call with S. Chau regarding the status of marketing; email response from J. Baird and forward to Regal Landscaping (re: new owners have been notified of their responsibilities for maintenance of landscaping planted by Trustee); respond to J. Salmon (lawyer for YRSCC 1265) regarding his questions on the two parking units available in the residential condo tower; emails with S. Rappos regarding outstanding items; draft proposed response to Downsview and send to S. Rappos; email list of items for August 29th site visit to J. Berger; respond to S. Chau; respond to text received regarding interest in parking units.
8/28/2017	Bryan Tannenbaum	Review of emails regarding cost of watering new grass on boulevard by Primont site.
8/29/2017	Colleen Delaney	Calls with J. Berger from Jade Kennedy site; email from J. Baird and respond; approve invoices and coordinate cheques; call with G. Abbiento to discuss state of new landscaping and requirements to ensure there are no issues given the weather; contact from party interested in parking units and respond; draft outline of Seventeenth Report to the Court; emails from S. Chau; review inventory list and photos from J. Berger (from site visit) and review/edit proposed email to J. Baird, etc.; emails regarding cost submissions from counsel to lien claimants.
8/29/2017	Jeffrey Berger	Taking inventory of the contents within the Trustee's offices on site; investigating various issues identified at the building (i.e., status of trees/sod recently planted, clean-up of garbage disposal area outside the Trustee's office, etc.).
8/30/2017	Bryan Tannenbaum	Receipt and review email to YRSCC 1228 regarding payout of mortgage; receipt and general review of costs submissions; email from S. Chau regarding marketing of remaining units.
8/30/2017	Colleen Delaney	Approve final Rogers bill and confirm modem returned; call J. Baird regarding City of Markham's visit to firm up letter of credit balances and maintenance dates; email N. Miele regarding City of Markham inspection; emails regarding cost submissions; draft email to H. Fung to enquire as to what YRSCC 1228's plan is to pay out the remaining mortgage balance and is this being addressed at the September 7, 2017 AGM (office Unit 50, Level 2); mortgage balance is approximately \$140,000 (mortgage term is to 2024 and Trustee is requesting payout by end of 2017); receive questions from H. Fung and respond; call to S. Brown leaving message; emails with S. Chau.

Date	Professional	Description
8/31/2017	Bryan Tannenbaum	Follow up email to Stuart Brown at Tarion to request release of bond, etc.; email regarding watering for recent planting near Primont property; email to N. Miele regarding final inspection to get LC reduction; review and sign cheques.
8/31/2017	Colleen Delaney	Call with G. Abbiento, J. Baird and B. Tannenbaum regarding new landscaping and maintenance issues (new owners) related thereto; emails and call with Regal Landscaping to coordinate one further watering today or tomorrow; prepare working papers and HST return for August, 2017.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	4.50	\$ 525	\$ 2,362.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.40	\$ 495	198.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	34.70	\$ 375	13,012.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	4.50	\$ 375	1,687.50
Jeffrey K. Berger, CPA, CA	Senior Analyst	3.80	\$ 195	741.00
<b>Total hours and professional fees</b>		<b>47.90</b>		\$ 18,001.50
HST @ 13%				2,340.20
<b>Total payable</b>				<b>\$ 20,341.70</b>

PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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 11 King Street West  
 Suite 700, PO Box 27  
 Toronto, Ontario  
 M5H 4C7 Canada

 T. 416.480.0160  
 F. 416.480.2646

toronto.collinsbarrow.com

**To** Jade-Kennedy Development Corporation  
 c/o Collins Barrow Toronto Limited  
 11 King Street West, Suite 700  
 Toronto, Ontario  
 M5H 4C7

**Date** October 17, 2017

**Client File** 300028

GST/HST: 80784 1440 RT 0001

**Invoice** 32

**No.** C000552

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation ("Jade-Kennedy" or "JKDC") for the period to September 30, 2017.

Date	Professional	Description
8/16/2017	Arif Dhanani*	Review additional emails from B. Tannenbaum and C. Delaney; attend to administrative matters.
9/1/2017	Colleen Delaney	Email G. Abbiento of Pronto General Contractors ("Pronto"); call from N. Miele of MHBC Planning Urban Design & Landscape Architecture ("MHBC") regarding upcoming meeting with the City of Markham and update B. Tannenbaum; email from J. Baird of Masongsong Associates Engineering Limited ("Masongsong") with approval of D. Crupi invoice and approve/coordinate payment of invoice.
9/5/2017	Colleen Delaney	Review AGM notice from YRSCC 1228 and summarize issues/questions in an email to S. Rappos of Chaitons LLP and B. Tannenbaum; prepare outline of Seventeenth Court Report to send to S. Rappos; update Outstanding List and send to S. Rappos and B. Tannenbaum; emails with S. Rappos and B. Tannenbaum; respond to parties interested in parking units the Trustee has advertised for sale; S. Rappos' feedback on proposed response to Downsview and forward to B. Tannenbaum; send draft report outline to S. Rappos; update Net Proceeds schedules for August 2017 closings.
9/5/2017	Bryan Tannenbaum	Receipt and review of YRSCC 1228's AGM agenda; receipt and review of outstanding items listing as at August 31, 2017; receipt and review of S. Rappos email regarding AGM and respond to S. Rappos with request for him to write to the YRSCC 1228 to advise of Guest Tile status update; receipt and review of S. Rappos email to Priesanti regarding partial indemnity claim; email from C. Delaney regarding Downsview claim and settlement offer.
9/6/2017	Colleen Delaney	Drafting Seventeenth Court Report sections; attend to file administration; calls from parties interested in parking units Trustee has available for sale.
9/7/2017	Colleen Delaney	Approve invoices and coordinate cheques; summarize parties interested in parking units; update Net Proceeds Schedules; call with N. Miele (MHBC) and send email to B. Tannenbaum/G. Abbiento regarding next steps required to finalize Letter of Credit balances and related maintenance dates; detailed email to S. Rappos requesting certain information required for the

Date	Professional	Description
		Seventeenth Court Report, including working papers; emails with S. Rappos and G. Abbiento.
9/8/2017	Colleen Delaney	Detailed schedules in support of Statement of Receipts and Disbursements to September 8, 2017 including proposed allocation of all costs across the 3 phases and to non-property proceeds; prepare summary schedules and supporting details for proposed disbursements to MarshallZehr ("MZ") and Am-Stat for the Seventeenth Court Report.
9/8/2017	Bryan Tannenbaum	Emails regarding site meeting with City of Markham and minor work to be done to get signoff to release LC, etc.
9/9/2017	Colleen Delaney	Prepared detailed working papers (with assumptions) in support of proposed distributions to MZ and Am-Stat.
9/11/2017	Bryan Tannenbaum	Receipt and review of Priesanti email regarding Guest Tile reply to costs submission; receipt and review of C. Delaney email to J. Baird advising him that landscaping is complete and City of Markham approved subject to minor repairs and requesting him to confirm maintenance amounts for our Court Report; receipt and review of Am-stat's costs response.
9/11/2017	Colleen Delaney	Email S. Rappos with a list of items to follow up on for the Seventeenth Report to the Court; email J. Baird advising of final approval from City of Markham regarding letters of credit and requesting an update of LC schedule for amounts and maintenance dates for Court Report; revise working papers in support of schedules for proposed distributions to Am-Stat and MZ; email H. Fung of Palmax requesting an update on when they will repay the mortgage balance; update Notes to Statement of Receipts and Disbursements to September 8, 2017.
9/12/2017	Bryan Tannenbaum	Email from H. Fung regarding the payout of mortgage if Guest Tile lien lifted; S. Rappos response that lien is not registered against office; email to Tarion to follow up on release of bond status; email from H. Fung to S. Rappos regarding removal of all Guest Tile liens on owners units; receipt and review of S. Rappos email to Downsview lawyer following up on offer to compromise and admit their claim.
9/12/2017	Colleen Delaney	Email B. Tannenbaum regarding status of Seventeenth Report and requested update from Tarion to confirm bond eliminated and Aviva instructed to release security and cash collateral to enable Trustee to propose distributions to the court; drafting court report; email draft court report schedules and report for conference call to discuss same; email from H. Fung with a proposal regarding payment of mortgage balance in advance and note response from S. Rappos; update Repairs and Maintenance allocation schedule to September 8, 2017; call with S. Rappos to review schedules and the status of various items to be included in the Court Report; emails from Downsview and Thornton Grout Finnigan; update proposed distribution schedules; update Outstanding List for priorities.
9/13/2017	Colleen Delaney	Finalize detailed Appendices for Seventeenth Court report; email BMO to reinvest funds in GIC; finalize Trustee's Fee Affidavit (to July 31, 2017) and supporting schedules and review with B. Tannenbaum; receive and review Notice of Assessment from CRA; approve invoices and coordinate cheques; drafting Court Report sections; email from Pronto to confirm that additional pruning, etc., required by City of Markham is complete; email N. Miele to advise of Pronto's work completed and to request updated As-Built drawings

Date	Professional	Description
		and the final certification that City of Markham requires to firm up Letter of Credit balances.
9/13/2017	Bryan Tannenbaum	Discuss accounting for our Court Report with C. Delaney and cost allocation rationale; review Affidavit of Fees to be included in our Report to the Court.
9/14/2017	Colleen Delaney	Review Final 2017 Tax Bills received from City of Markham and send detailed email to C. Moore of the City of Markham advising of: units sold that are the responsibility of the new owners, errors, etc., and request a response; email J. Baird to follow up on Reimbursement Agreement and final letter of credit balance status; email B. Tannenbaum and S. Rappos regarding assumptions on reserves to be held post distribution expected to be approved on September 26, 2017; email C. Baeta with details on GIC investments to be recorded; email response to party (L. Lee) interested in purchasing a parking unit at the condo tower (available for sale by the Trustee).
9/14/2017	Bryan Tannenbaum	Emails that site has been pruned and all additional miscellaneous matters attended to and email to N. Miele confirming same and requesting issuance of clearance letter to City of Markham so that LCs can be released; review matters for Court Report; review reserves calculation; email to J. Baird regarding tree planting reimbursement status.
9/15/2017	Colleen Delaney	Update Court Report and proposed distribution schedules; prepare support for reserve calculations (from each proposed distribution); review bank reconciliations; emails with S. Rappos regarding the draft Seventeenth Report to the Court.
9/18/2017	Bryan Tannenbaum	Receipt and review of S. Rappos email to Am-Stat regarding Laurentian Bank of Canada ("LBC") fees and its position on this matter as it affects them directly; receipt and review of S. Rappos letter dated September 15, 2017, sent to Mr. Justice Wilton-Siegel care of the Commercial List Office regarding costs and Guest Tile's unreasonable position; receipt and review of Tarion letter reducing the bond to \$120K; letter to Aviva regarding reduction in bond per Tarion letter of September 13, 2017 ; email to S. Rappos regarding discharge date for Aviva's mortgage.
9/18/2017	Colleen Delaney	Email from Tarion to confirm that bond to be reduced to \$120,000 (from \$1.5 million) and check closing dates of 6 residential units sold by Trustee to confirm when \$120,000 hold back reduces; email from S. Rappos advising that YRSCC 1228's registered liens for condo arrears are to be paid now (for Phase I units) that Aviva security is reduced; receive Offer on Suite 2552 (Unit 319), review, recommend changes to B. Tannenbaum; draft email to realtor with summary of changes required to Offer received.
9/19/2017	Bryan Tannenbaum	Receipt and review of S. Chau of Century 21 offer on Suite 2552 (Unit 319); C. Delaney's recommendations approved; review email to C. Hayes regarding same; receipt and review of C. Mason of Westmount email; receipt and review of S. Rappos email to Harris Sheaffer LLP ("HS") to confirm exact amount being held in trust; receipt and review of email from S. Rappos to Downsview's lawyer regarding outstanding settlement offer; receipt and review of response that she is still following up with her client; receipt and review of S. Rappos email to MZ requesting a payout statement; receipt and review of the MZ payout statement; receipt and review of LBC cost submissions.

Date	Professional	Description
9/19/2017	Colleen Delaney	Call N. Miele to follow up on status of certification for landscape work done; emails regarding MZ and Downsvie status and proposed payments; review Part I of Seventeenth Report to the Court and provide detailed comments in an email to S. Rappos; update Appendices to Court Report; call from YRSCC 1228 property manager regarding request for condo lien arrears' statements for each Phase I unit sold; receive detailed lien arrears' schedules, review and send detailed email to J. Huang (property manager) regarding errors and corrections required.
9/20/2017	Bryan Tannenbaum	Receipt and review of MZ costs submission; conference call with S. Rappos and C. Delaney regarding Court Report status and MZ collateral security on behalf of its own account vs. LBC security, reschedule court date to September 29, 2017 to get information from MZ and Am-Stat; review Court Report; receipt and review of S. Rappos email to Downsvie lawyer following up for their response; receipt and review of emails between S. Rappos and MZ for their accounting of outstanding amount; emails regarding edits to the Report; email received from C. Mason regarding Aviva's position on the bond reduction and reconciling amounts taken by them for premiums; conference call with S. Rappos and C. Delaney to do a page flip to review/edit to finalize Court report; receipt and review of S. Rappos email to Am-Stat regarding its view on LBC fees and if it will take a position; email from Moldaver regarding LBC costs and payments made to Am-Stat.
9/20/2017	Colleen Delaney	Email comments to S. Chau on Offer (Suite 2552/Unit 319); review revised condo arrears' schedules and reply to property manager noting further corrections required; follow up with City of Markham (C. Moore) regarding questions on Final Tax bills for 2017; review and comment on S. Rappos email to Meretsky regarding estimated future realizations for Am-Stat; review trust deposit reports and invoices received from HS; emails regarding Tarion bond premium for 2017; call with S. Rappos and B. Tannenbaum to review draft Seventeenth Court Report in detail; call with S. Rappos regarding outstanding items and timing.
9/21/2017	Colleen Delaney	Call from S. Chau to discuss offer on suite 2552/Unit 319 and email summary of current status and requirements; email from Downsvie's lawyer (Miller Thomson) to confirm that they have accepted the Trustee's settlement offer of a holdback of \$135,000; update distribution schedules.
9/25/2017	Bryan Tannenbaum	Receipt and review of emails regarding Downsvie and acceptance of offer; receipt and review of S. Rappos email to Aviva/Westmount confirming release numbers of cash collateral held by HS; receipt and review of Westmount confirmation; review and edit revisions to the Seventeenth Report.
9/25/2017	Colleen Delaney	Review final draft of Seventeenth Court Report and provide comments to S. Rappos together with final Appendices; review final report for signature; confirmation from Aviva of trust funds to be released by HS; provide wire instructions to HS for funds to be released to Trustee from HS trust account; emails regarding LBC's legal fees to be claimed.
9/26/2017	Colleen Delaney	Respond to email regarding withdrawal of offer on Suite 2552 (Unit 319); review detailed response from City of Markham to confirm final 2017 property tax balances and coordinate payment; approve invoices and coordinate payment; update City of Markham spreadsheet for taxes owing; email City of Markham to request reduction in assessed values.

Date	Professional	Description
9/26/2017	Bryan Tannenbaum	Receipt and review of S. Chau email regarding withdrawal of offer on unit 2552 (Unit 319) and return of deposit.
9/27/2017	Colleen Delaney	Review two offers received (Units 316 and 360), analyze and propose sign back terms to B. Tannenbaum; update property tax spreadsheet based on additional information received from City of Markham (C. Moore); receive deed for Unit 140 and forward to City of Markham as proof that Trustee is not responsible for same; coordinate MZ correspondence; draft letter to BMO regarding GIC redemptions required; draft letter to BMO regarding Am-Stat wire (payment expected to be approved September 29, 2017); emails with B. Tannenbaum.
9/27/2017	Bryan Tannenbaum	Draft correspondence to Am-Stat and MZ in anticipation of Court approval of payments; review report in preparation for Court.
9/28/2017	Bryan Tannenbaum	Execute APS for Units 2806 (360) and 2539 (316).
9/28/2017	Colleen Delaney	Contact Meretsky law firm to confirm that same wire instructions for Am-Stat as per last Court ordered payment; review Supplement to the Seventeenth Report sent by S. Rappos; call with B. Tannenbaum and send email to S. Rappos regarding the Trustee's views on Guest Tile Inc.'s lawyer's claim for legal fees; emails regarding wire transfers; call from S. Chau with an update on the offers for Units 316 and 360 and prepare summary for B. Tannenbaum to sign back; call from R. Burgess (Meretsky law firm) to confirm contact details for wires and forward to A. Dhanani; call from B. Tannenbaum regarding allocations; further calls with S. Chau and send back revised offers; confirm BMO redemptions processed; emails with S. Rappos regarding Guest Tile's lawyer's position.
9/28/2017	Arif Dhanani	Respond to email from B. Wong and discussion with same regarding wire transfer to Am-Stat; call to R. Burgess at Am-Stat to confirm wire details.
9/29/2017	Bryan Tannenbaum	Attend at Court regarding approval of Seventeenth Report; make payments per Order and distribute; sign back offers on Units 316 and 360 reduced slightly.
9/29/2017	Colleen Delaney	Emails with S. Chau and call regarding final offers; explain position to B. Tannenbaum and coordinate final sign back and receipt of deposits by close of business; receive Court approved documents and coordinate posting to the Trustee's website; confirm Am-Stat wire transfer to proceed; save all documentation; prepare Ascend entries for deposits.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	24.70	\$ 525	\$ 12,967.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	73.60	\$ 375	27,600.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.80	\$ 375	300.00
<b>Total hours and professional fees</b>		<b>99.10</b>		\$ 40,867.50
HST @ 13%				5,312.78
<b>Total payable</b>				<b>\$ 46,180.28</b>

\*Not billed on previous invoice.

#### PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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**To** Jade-Kennedy Development Corporation  
 c/o Collins Barrow Toronto Limited  
 11 King Street West, Suite 700  
 Toronto, Ontario  
 M5H 4C7

**Date** November 14, 2017

**Client File** 300028

GST/HST: 80784 1440 RT 0001

**Invoice** 33

**No.** C000569

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation ("Jade-Kennedy" or "JKDC") for the period to October 31, 2017.

Date	Professional	Description
10/2/2017	Colleen Delaney	Emails to Downsview Landscaping and YRSCC 1228 to coordinate court ordered payments; call from S. Chau of Century 21 regarding low offer for Suite A8 (Unit 361) and next steps; review BMO bank statements to confirm wires, redemptions, etc., and follow-up regarding outstanding transaction; email D. Nishimura regarding outstanding signature on offer; receive/review offer on Unit 361 and summarize comments in email to realtor; confirm amount of wire received from Harris Sheaffer ("HS") (collateral held for Tarion bond) and prepare accounting entries; email S. Rappos of Chaitons regarding outstanding items.
10/3/2017	Colleen Delaney	Review offer sign back received and request changes; email firm offers for 316 and 360 (mall unit) to K. McNeill of HS and S. Rappos; coordinate court ordered payments; approve invoices and coordinate cheques; email YRSCC 1228 regarding court payment and request update on status of refinancing mortgage of office unit.
10/3/2017	Bryan Tannenbaum	Receipt and review of HS letter confirming bank wire of Aviva funds; review file and clean up.
10/4/2017	Colleen Delaney	Email C. Baeta regarding details required for property tax instalments; call N. Miele of MHBC Planning Urban Design & Landscape regarding status of final landscaping certification and communication with City of Markham; email C. Shames regarding logistics for Downsview Landscaping's court ordered payment; prepare working papers and HST return for September, 2017; draft Eighteenth Report to the Court; arrange for preparation of T2 for 2016 as required for CRA to release recent HST refund.
10/4/2017	Bryan Tannenbaum	Email from H. Fung of Palmax regarding Guest Tile payment.
10/5/2017	Harpreet Malhi	Complete and file NIL 2016 corporate tax return.
10/5/2017	Colleen Delaney	Call from N. Miele advising that certification is in progress; emails regarding information required for 2016 T2 filing; emails regarding Ascend entries; email from B. Tannenbaum regarding letter of credit coming due and contact York Region to confirm details of contact to request cancellation of same.

Date	Professional	Description
10/5/2017	Bryan Tannenbaum	Follow up on maintenance LC now due from York Region; supervision.
10/6/2017	Daniel Weisz	Review and sign cheques.
10/6/2017	Colleen Delaney	Confirm court ordered payments processed; retrieve and send final 2017 property tax bills and proof of payment to K. McNeill as requested (for Units 316 and 360 to close October 25, 2017); review bank accounts with plan to close two of them; email York Region regarding letters of credit.
10/10/2017	Colleen Delaney	Emails with CBT tax regarding 2016 T2 to be filed for Jade Kennedy Development; update Outstanding List to October 10, 2017; receive documentation requirements from York Region (to release 2 letters of credit) and forward to J. Baird of Masongsong Associates Engineering Limited ("Masongsong") for follow-up; email Downsview Landscaping's lawyer regarding details of court ordered payment to be made.
10/11/2017	Bryan Tannenbaum	Receipt and review of C. Delaney email to J. Baird to file information and statutory declaration to get back \$27,367 and \$54,000; meeting with C. Delaney to: (i) review outstanding items checklist as at October 10, 2017; (ii) discuss Court date of October 18, 2017 for approval of 2 sales; (iii) discuss LBC fees issue; (iv) Amstat and Guest Tile legal fees; and (v) sales.
10/11/2017	Colleen Delaney	Review bank account balances and coordinate transfer of funds to the JKDC main bank account; coordinate final 2017 property tax instalment payments (Phase I and II commercial) to City of Markham; receive additional email from York Region regarding Statutory Declarations, etc., required to release two letters of credit; status meeting with B. Tannenbaum; review, sign and initiate filing of T2 return for 2016 and confirm same; review and initial Statement of Adjustments for Units 316 and 360 (mall units); call York Region to confirm contents of Statutory Declarations and complete them along with letters requesting the release; receive instructions from Miller Thomson and coordinate court-ordered payment to Downsview Landscaping.
10/12/2017	Bryan Tannenbaum	Review comments from C. Delaney on draft Eighteenth Report to the Court report; review and execute York Region Releases for the maintenance LC's; email from S. Rappos regarding landowners refund status.
10/12/2017	Colleen Delaney	Follow up with S. Chau regarding outstanding Amending Agreements for the sale of Units 316 and 360; review and provide comments to S. Rappos on Eighteenth Court Report; email YRSCC 1228 regarding schedules required for liens filed for condo arrears pre Trustee's appointment; email J. Baird regarding letters of credit, etc.; review and edit September 2017 billing; call Purchaser's lawyer regarding the Amending Agreements; review revised Eighteenth Court Report; update Statement of Receipts and Disbursements; call G. Abbiento of Pronto General Contractors ("Pronto") for update on site visit this week; email H. Fung (YRSCC 1228) regarding maintenance and potential safety issues on site; email response to two parties who expressed interest in the two tandem parking units (residential tower); receive Amending Agreements, review and forward to B. Tannenbaum for signing; response from H. Fung; review schedules of outstanding condo arrears (subject to liens), confirm correct and forward to S. Rappos; email to H. Fung requesting update on the status of YRSCC 1228's efforts to refinance the mortgage (office unit).
10/13/2017	Bryan Tannenbaum	Email to condo corp. regarding garbage; email to S. Rappos for update attachments to the Court report; review and sign cheques.

Date	Professional	Description
10/13/2017	Colleen Delaney	Coordinate Amending Agreements and signed Eighteenth Court Report to Chaitons; receive/forward articles of incorporation for buyer of Units 316 and 360; email from lawyer to buyer of Units 316 and 360 regarding: property taxes, information requirements, etc., and forward to S. Rappos; advise K. McNeill that all 2017 property tax payments made; email from YRSCC 1228's cleaning company; emails with C. Baeta and D. Nishimura regarding accounting entries, deposits, cheques, etc.
10/16/2017	Bryan Tannenbaum	Receipt and review of email regarding York Region release of maintenance amounts; review offer for Suite 319 and execute same; letter to Miller Thomson regarding cheque for Downsview Group.
10/16/2017	Colleen Delaney	Email documentation regarding release of two letters of credit to additional York Region contacts, requesting an update; review offer on Suite 2552/Unit 319, call realtor and draft summary and recommendation to B. Tannenbaum; email from S. Rappos regarding request from A. Iqbal of Thornton Grout Finnigan regarding schedule summarizing Laurentian Bank of Canada's fees and costs in connection with the letter of credits released to Trustee; email required schedule and call from S. Rappos/A. Iqbal to review in detail; save final offer documents on Unit 319 and email to S. Rappos, K. McNeill and S. Chau; email YRSCC 1228 regarding schedule of condo fee arrears on Unit 319; update Units Available for Sale schedule and send to B. Tannenbaum; confirm receipt of deposit regarding sale of Unit 319 and prepare Ascend entry.
10/16/2017	Arif Dhanani	Discussion with D. Nishimura and attend to administrative matters.
10/18/2017	Bryan Tannenbaum	Email from J. Baird re he is setting up meeting with K. Young next week regarding release of LC maintenance amounts; sign Trustee certificates for Unit 316 and 360.
10/18/2017	Colleen Delaney	Email from K. McNeill with Statement of Adjustments for Suite 319, review and respond with questions; email lawyer for buyer of Unit 319 with questions regarding title; save Amending Agreements for Unit 316 and 360; email York Region regarding letters of credit; approve invoices and coordinate cheque; call from N. Miele to confirm he is contacting C. Jeffery of The City of Markham; receive court documentation and coordinate posting on Trustee's website; email YRSCC 1228 regarding condo fee billing for November 2017; coordinate court-ordered payments to YRSCC 1229 and Guest Tile Inc.
10/19/2017	Bryan Tannenbaum	Review, approve and sign cheques.
10/19/2017	Colleen Delaney	Call with B. Tannenbaum to review Century 21 proposed listing price reductions for 3 Phase II (ground level) commercial units; respond to realtor; draft correspondence; call from N. Miele regarding status update and point out error in last billing; review Revised Listing Agreements and coordinate signing.
10/20/2017	Bryan Tannenbaum	Sign amendment to listing agreements for commercial units 1A8, 1A7 and A1.
10/23/2017	Colleen Delaney	Correspond with Regal Landscaping, C. Baeta/accounting, YRSCC 1228 regarding fees; update Statement of Receipts and Disbursements to October 23, 2017.

Date	Professional	Description
10/24/2017	Colleen Delaney	Allocate SR&D across the phases; update Available for Sale Schedule; calculate estimated funds available to distribute to Am-Stat; emails with N. Miele and S. Rappos; update Outstanding List to October 23, 2017.
10/25/2017	Colleen Delaney	Calculate future receipts and disbursements; prepare analysis in support of a further advance to MarshallZehr; draft Nineteenth Report to the Court; review and sign Statement of Adjustments for Unit 319 scheduled to close November 13, 2017; receive and save Vesting Order applications for Units 316 and 360; receive and review closing proceeds on sales of Units 316 and 360; approve invoices and record cheques.
10/26/2017	Colleen Delaney	Finalize draft Nineteenth Report to the Court and send to S. Rappos; prepare deposit documentation; confirm amount of lien for condo arrears for Unit 319; emails with B. Tannenbaum regarding MarshallZehr distribution and reserves remaining; email S. Chau regarding status of Units 388 and 390 (last remaining Phase I units for sale).
10/27/2017	Bryan Tannenbaum	Issue payments to secured creditors; discussion with C. Delaney to review R&D; receipt and review of S. Rappos email on landowner's refund, etc.; receipt and review of H. Fung email regarding Guest Tile lien balance; S. Rappos email to H. Fung re same; receipt and review of C. Delaney email to H. Fung regarding status of mortgage payout; review, approve and sign Nineteenth Report to the Court.
10/27/2017	Colleen Delaney	Status meeting with B. Tannenbaum; update Statement of Receipts and Disbursements and allocation to October 27, 2017; review and finalize comments on Nineteenth Report to the Court; respond to emails from Aird & Berlis, YRSCC 1228, S. Rappos; confirmation of liens for condo arrears owing on Phase I units sold; approve invoices and issue cheques; file closing documentation on Units 316 and 360; process closing entries; file administration; discuss price reduction on Units 388 and 390 and email C. Hayes; email S. Chau, J. Baird, K. McNeill, H. Fung, etc., regarding status of outstanding items; draft HST return for October, 2017.
10/31/2017	Bryan Tannenbaum	Various emails with H. Fung regarding Guest Tile lien on the units not included by our mandate; email from and to Mr. Salmon regarding parking units for sale and arrears of condo fees.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	9.40	\$ 525	\$ 4,935.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	49.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	35.10	\$ 375	13,162.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.70	\$ 375	262.50
Harpreet Malhi	Senior Tax Associate	0.50	\$ 275	137.50
<b>Total hours and professional fees</b>		<b>45.80</b>		\$ 18,547.00
HST @ 13%				2,411.11
<b>Total payable</b>				<b>\$ 20,958.11</b>

PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** January 9, 2018

**Client File** 300028  
**Invoice** 34  
**No.** C000591

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation ("Jade-Kennedy" or "JKDC") for the period to November 30, 2017.

Date	Professional	Description
11/2/2017	Jeffrey Berger	Review and file the October, 2017 HST return.
11/6/2017	Bryan Tannenbaum	Email from A. Baig LL.B. for the payout of the mortgage on the commercial unit 92 and property tax arrears, etc.
11/8/2017	Bryan Tannenbaum	Receipt and review of Harris Sheaffer ("HS") email regarding Trustee Certificate for Unit 319, Level 2, execute and return same to HS.
11/13/2017	Bryan Tannenbaum	Receipt and review of offer for commercial Unit 1A7; review listing agreements and email S. Chau of Century 21 for recommendation; extend closing date to November 14, 2017 for Unit 319, Level 2.
11/13/2017	Arif Dhanani	Emails to/from D. Nishimura; attend to administrative matters.
11/14/2017	Bryan Tannenbaum	Receipt and review of H. Kersey email regarding non-functioning heat pump in Unit 117, arrange for contractors to attend; respond to H. Kersey; review file and accounting.
11/15/2017	Bryan Tannenbaum	Telephone call from G. Abbiento of Pronto General Contractors ("Pronto") regarding water feed to Unit 316 (Suite A8) and heat pump in Unit 117; sign-back offer for Unit 316; follow up on realtor commission cheques.
11/17/2017	Daniel Weisz	Review and sign cheques.
11/20/2017	Bryan Tannenbaum	Receipt, review and rejection of sign-back offer for commercial Unit 316; clear outstanding items in file, etc.
11/23/2017	Bryan Tannenbaum	Telephone call from S. Chau regarding potential offers for Units 1A8 and 1A7, etc.; email of details from S. Chau; telephone call with G. Abbiento to sort out construction related questions with S. Chau and property manager and send him email re same; conference call with L. Holloway of Pronto and G. Abbiento

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 9, 2018

Invoice 34

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Date	Professional	Description
		regarding drainage hook-up problem and Condo Corp refusing hook-up per the shared services agreement; email from L. Holloway and E. Huang providing the shared services agreement; email to S. Rappos of Chaitons regarding legal opinion on this matter.
11/24/2017	Bryan Tannenbaum	Telephone call from L. Holloway, who was on site to confirm availability of sewer hook-ups.
11/27/2017	Bryan Tannenbaum	Email from S. Rappos to J. Salmon regarding shared facilities agreement; receipt and review of Mr. Salmon's response; telephone call with S. Chau regarding status for offer for Unit 1A8.
11/28/2017	Bryan Tannenbaum	Sign back offer on Unit 1A8 to send to S. Chau.
11/29/2017	Colleen Delaney	Review emails and prepare list of outstanding items.
11/29/2017	Bryan Tannenbaum	Follow up on LC refunds from York Region; send email, etc.
11/30/2017	Colleen Delaney	Prepare and file HST return for November, 2017; research and respond to email from lawyer for purchaser of Units 92 and 93; save court documents regarding the approval of the sale of Unit 319 and coordinate posting on the Trustee's website.
11/30/2017	Bryan Tannenbaum	Receipt and review of email from Vick Bilkhu of York Region regarding payment of balance of LC; receipt and review of C. Delaney's email regarding property taxes paid for Units 92 and 93; telephone call with C. Delaney re same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

January 9, 2018  
 Invoice 34  
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### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	12.50	\$ 525	\$ 6,562.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	49.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.70	\$ 375	637.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.60	\$ 375	225.00
Jeffrey K. Berger, CPA, CA	Senior Analyst	0.30	\$ 195	58.50
<b>Total hours and professional fees</b>		<b>15.20</b>		\$ 7,533.00
HST @ 13%				979.29
<b>Total payable</b>				<b>\$ 8,512.29</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date March 7, 2018

Client File 300028  
Invoice DISBURSEMENT #5  
No. C000632

Disbursements in connection with our acting as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation for the period November 1, 2017 to February 28, 2018.

Note: Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Courier	\$ 17.70
Junk removal fee for JKDC sales office	493.37
<b>Total disbursements</b>	<b>\$ 511.07</b>
HST @ 13%	66.44
<b>Total payable</b>	<b>\$ 577.51</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date January 9, 2018

Client File 300028  
Invoice 35  
No. C000592

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to December 31, 2017.

Date	Professional	Description
12/1/2017	Colleen Delaney	Call with A. Dhanani regarding PIN details for Units Available for Sale; research PIN codes and follow-up discussion with A. Dhanani to update RSO records; emails from M. Karoly of Harris Sheaffer (“HS”) regarding easements between YRSCC 1228 and YRSCC 1265; emails from L. Holloway of Pronto General Contractors (“Pronto”) regarding quote for heat pump for Unit 117.
12/1/2017	Arif Dhanani	Call with L. Holloway regarding heat pump and replacement thereof.
12/4/2017	Colleen Delaney	Review quote for heat pump and question given prior repair; request warranty; update owner of Suite 117 on status of repair.
12/4/2017	Bryan Tannenbaum	Email from L. Holloway regarding heat pump for Unit 117; email to C. Delaney re same; email from M. Karoly regarding common area hookup of water/ sewage; email from C. Mady responding to the Trustee’s email asking him about his understanding of this.
12/5/2017	Colleen Delaney	Call from L. Holloway with update on heat pump repair; call from S. Chau of Century 21 regarding offer submitted on Unit 361 (Suite A8); review offer on Unit 361 and prepare summary and recommendation for B. Tannenbaum; approve invoices and coordinate cheques.
12/6/2017	Colleen Delaney	Call with S. Chau to discuss offer terms; emails.
12/6/2017	Bryan Tannenbaum	Emails regarding heat pump, sewage hook up, offer for Unit 361 (Suite A8).
12/7/2017	Colleen Delaney	Record closing entries for Unit 319 and file original documentation; approve invoices and coordinate cheques regarding closing; status update meeting with B. Tannenbaum; confirm realty tax status of Units 92 and 93; review bank statement for 1900-286 for November, 2017; send signed back offer on Unit

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		361 to S. Chau and call to discuss; call with A. Baig regarding realty tax arrears.
12/7/2017	Bryan Tannenbaum	Meeting with C. Delaney re review and execute sign back of Unit 361 (Suite A8) at \$245,000; residential condo # 117 heat pump replacement authorized as within Tarion warranty period; H. Fung and mortgage payment of the property manager's office; landowners' refund request for S. Rappos to follow up; confirmation of payment of property taxes for units 92 and 93 and C. Delaney to follow-up with purchaser's lawyer; two LC's with York region for the maintenance amount to be refunded; further distributions to secured creditors; 2 remaining units in mall and 3 ground level units; fees issue between Am-Stat and LBC.
12/8/2017	Colleen Delaney	Letter from Regional Municipality of York to confirm release of two remaining LCs and notification given to TD Bank; email from H. Fung (YRSCC 1228 property manager) to confirm that the board has accepted the Trustee's recommendation that they pay out the remaining mortgage obligation by December 31, 2017.
12/8/2017	Bryan Tannenbaum	Receipt and review of York Region letter releasing maintenance LC's.
12/11/2017	Bryan Tannenbaum	Email from H. Fung that condo corp will pay off the mortgage; C. Delaney email confirming outstanding amount; C. Delaney email regarding sign back of offer for Unit 316 (Suite A8) at \$240,000; email from TD regarding release of LC status.
12/11/2017	Colleen Delaney	Follow up with S. Chau regarding offer on Unit 361 and send Area Certificate to confirm stated square footage; confirm mortgage balance payable by YRSCC 1228 at December 17, 2017 in order for Trustee to discharge the mortgage and advise H. Fung; call from S. Chau regarding status of Offer on Unit 361 and response to enquiry on the Purchaser's comment on square footage.
12/12/2017	Bryan Tannenbaum	Telephone call from L. Holloway who is on site with a plumber regarding sewage hook up for the unsold units, etc.
12/13/2017	Bryan Tannenbaum	Meeting with C. Delaney regarding outstanding mortgage of \$139,337 from YRSCC 1228 regarding office unit 50, Level 2, Alectra Utilities refund of \$6,600 plus HST paid to us in error, sign back of offer for Unit 316 (Suite A8) to \$242,500, LC refunds from TD, landowners' refund, J. Baird re Markham LC's , further distributions to MZ and Am-Stat, marketing for the 4 remaining units, removal of records from our site; receipt and review of C. Delaney email to H. Fung regarding pay out of mortgage.
12/13/2017	Colleen Delaney	Propose sign back on Offer for Unit 361; meeting with B. Tannenbaum to review status of file and agree on sign back on Unit 361; receive emails and back-up from Alectra Utilities (formerly PowerStream) claiming that they refunded the Jade-Kennedy account (\$7,458) in error; emails with S. Rappos of Chaitons to coordinate court date for approval of sale of Unit 361; email H. Fung (YRSCC 1228) to confirm that remaining mortgage balance to be sent to Trustee by December 17, 2017 and receive confirmation that it is in process; email sign back on Unit 361 to S. Chau requesting a response within 24 hours; email K. McNeill of HS with a summary of the realty tax arrears issue on Unit 92 (closed January 2016); review and file closing documents on Unit 319 (closed November 14, 2017) noting bill for commission not received.

Date	Professional	Description
12/14/2017	Bryan Tannenbaum	Execute registrant's disclosure and confirmation of co-operation for Unit 316 (Suite A8); return to the realtor.
12/14/2017	Colleen Delaney	Call from TD Bank to confirm that the two Letter of Credit releases (York Region) are in process and requesting wire transfer details from Trustee; prepare ASCEND entries for HST and deposit on sale; email S. Chau requesting Articles of Incorporation for the prospective Purchaser of Unit 361; follow up on status of Offer; email from Alectra regarding refund issue and call to advise what is required from both Alectra and intended payee in order for Trustee to be able to refund the cheque; update Estimated Net Proceeds files for closings in October and November 2017; prepare and send wire instructions to TD for cash collateral to be wired regarding cancellation of two LCs (approx. \$84k).
12/15/2017	Bryan Tannenbaum	Email regarding release of LC's.
12/15/2017	Colleen Delaney	Email accepted offer on Unit 361 to S. Rappos and K. McNeill; emails related to Alectra payment.
12/18/2017	Colleen Delaney	Prepare Statement of Receipts and Disbursements to December 17, 2017; update Net Proceeds by Phase schedule to December 17, 2017; allocate Statement of R&D across the Phases to determine amounts available to distribute to secured creditors; follow up on payment of outstanding mortgage (YRSCC 1228); prepare working papers in support of further advances to MarshallZehr and Am-Stat; draft the Twentieth Court Report for the sale of Unit 361.
12/19/2017	Bryan Tannenbaum	Meeting with C. Delaney to review outstanding items as at December 19, 2017: Markham LC's, York Region LC's now being paid, LBC fees issue with Am-Stat, Aviva bond of \$120,000 and future dates for release, YRSCC 1228 mortgage payment received in sum of \$139,337, landowner's refund, marketing update and closing Unit 361 (Suite A8), residential parking, clean out of office unit, R&D and disbursements to Am-Stat and MarshallZehr and draft correspondence re same, court report status.
12/19/2017	Colleen Delaney	Update Outstanding Items List; calculate final payouts to secured creditors and required reserves; finalize Draft Twentieth Court Report and send to S. Rappos; receive final mortgage payment (from YRSCC 1228) and email S. Rappos to request that Chaitons discharge the mortgage; status update meeting with B. Tannenbaum; draft wire instructions and ASCEND entries for advances to creditors; update schedule of Units Available for Sale; send updated Outstanding Items list to S. Rappos for follow up.
12/20/2017	Bryan Tannenbaum	Email from S. Rappos regarding LBC fees and Am-Stat; email from A. Iqbal re same; various emails re release of LC from TD, execute document for wire transfer, telephone call from TD representative to confirm instructions; review and execute the Twentieth Report.
12/20/2017	Colleen Delaney	Email S. Chau to confirm that new brochures (for commercial units) are to be ordered; approve Century 21's commission invoice; ASCEND entries for wire transfers (to/from various bank accounts); receive wire instruction from TD Bank and complete template; review S. Rappos' comments on Twentieth Report to the Court and respond.
12/21/2017	Colleen Delaney	Review BMO's electronic bank statement to confirm that wire transfers were processed ; emails with C. Baeta regarding processing of wire transfers and

Date	Professional	Description
		collapsed GIC in Trustee's TD Bank account; email from H. Fung (YRSCC 1228) regarding discharge of office unit and respond.
12/21/2017	Bryan Tannenbaum	Review and sign cheques.
12/22/2017	Colleen Delaney	Received email from S. Rappos (forwarded email from M. Durisin) regarding the status of JKDC's landowners' refund entitlement; review report noting that as of December 22, 2017, JKDC is entitled to a refund of \$667,126 and ask S. Rappos to determine when this amount firms up and when the Trustee can expect payment; email from TD Bank requesting Articles of Incorporation for RSM Canada Limited; email from S. Rappos regarding a Supplementary Court Report to incorporate language required by the Land Registry Office.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

January 9, 2018  
 Invoice 35  
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### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	8.40	\$ 525	\$ 4,410.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	24.20	\$ 375	9,075.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.40	\$ 375	150.00
<b>Total hours and professional fees</b>		<b>33.00</b>		\$ 13,635.00
HST @ 13%				1,772.55
<b>Total payable</b>				<b>\$ 15,407.55</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** February 12, 2018

**Client File** 300028  
**Invoice** 36  
**No.** C000615

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to January 31, 2018.

Date	Professional	Description
1/2/2018	Bryan Tannenbaum	Emails regarding discharge of mortgage on property manager's office; receipt and review of landowners agreement, email from S. Rappos of Chaitons and subsequent responses thereto; emails regarding LC releases.
1/2/2018	Colleen Delaney	Review and approve invoices and request cheques; respond to B. Tannenbaum on various items; retrieve and send Articles of Incorporation to TD Bank as requested; review offer on Unit 360/A7 and respond to S. Chau of Century 21 with enquiries to clarify; review quote from At Your Service for marketing brochures and email S. Chau with questions.
1/3/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email regarding offer for Unit 360 1A7/1069 and suggestions for sign back and provide comments on same; email to C. Delaney regarding Amstat confirmation of recent wire transfer; receipt and review of C. Delaney email to A. Baig (lawyer for purchaser of Units 92 and 93) regarding tax arrears; email regarding wire transfer receipt acknowledged by Amstat.
1/3/2018	Colleen Delaney	Review comments on Unit 360/A7 offer and prepare summary with recommendations for B. Tannenbaum; email to P. Meretsky's office to confirm receipt of December 20, 2017 wire for Amstat's account; respond to D. Nishimura regarding wire transfer questions; send standard Agreement of Purchase and Sale for Jade-Kennedy Development to D. Nishimura with list of required modifications; respond to email from C. Baeta regarding recording of wire transfers between JKDC accounts at TD and at BMO and related GIC and interest amounts; send email to A. Baig detailing 2016 taxes paid by the Trustee; emails with C. Baeta regarding Ascend entries; call from S. Chau regarding amendment to offer.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
1/4/2018	Bryan Tannenbaum	Receipt, review and execute signed back offer for Unit 360 1A7/1069 at \$255K.
1/4/2018	Jeffrey Berger	Drafting revisions to the APS for Suite 360.
1/4/2018	Colleen Delaney	Save documentation (wire transfers, tax bills, court documentation etc.) to hard drive; review letter emailed from purchaser's (of Unit 360/A7) lawyer and forward to S. Rappos for response; discuss changes required to offer (Unit 360/A7), coordinate and email back signed offer; query from Harris Sheaffer ("HS") regarding the commission on Unit 319/2552, research and respond; retrieve and send Final Tax Bill for Unit 360/A7 to K. McNeill of HS; prepare working papers and file HST return for December, 2017; email YRSCC 1228 requesting Statement of Lien arrears for Unit 319; email S. Rappos to confirm date lien registered on Unit 319; receive, approve and email back the Statement of Adjustments for Unit 360/A7 to be approved January 9, 2018 and close January 12, 2018.
1/5/2018	Bryan Tannenbaum	Receipt and review of supplement to the Twentieth Report to Court regarding property management office mortgage payment and discharge of mortgage; review, sign and return.
1/5/2018	Colleen Delaney	Review and save Supplement to the Twentieth Report to the Court; review and edit November, 2017 billing; follow up with H. Kersey (Suite 117) regarding status of heat pump and bill related thereto; email S. Chau regarding status of brochures; receive and save HST exemption form on Unit 361/A8; send updated APS to S. Chau; review and edit December, 2017 billing; respond to S. Rappos on amount of lien YRSCC 1228 is entitled to on Unit 319.
1/8/2018	Colleen Delaney	Emails from Purchaser's (Unit 361) lawyer with issues on wording of Draft Order; emails from S. Chau regarding marketing.
1/8/2018	Arif Dhanani	Attend to file administration.
1/8/2018	Bryan Tannenbaum	Review file for outstanding matters; emails to C. Delaney regarding status, etc.
1/9/2018	Colleen Delaney	Emails with S. Chau on status of offer for Unit 360; emails with S. Rappos regarding January 9, 2018 court hearing for the approval of Unit 361 given Purchaser's issue with wording of Draft Order and responses thereto; respond to request for update on the status of distributions to secured creditors and expected future amounts.
1/9/2018	Bryan Tannenbaum	Receipt and review of emails regarding purchasers lawyer ill and could not provide comments to Order for today at Court and necessity to postpone, etc.
1/10/2018	Colleen Delaney	Receive offer sign back (Unit 360) and send to B. Tannenbaum with recommendations; calls with S. Chau to discuss revised offer; receive letter from lawyer for Purchase of Unit 361 with request to review issues in Status Certificate received from the property manager, forward to S. Rappos and K. McNeill; research property tax and condo lien arrears on Unit 361 and respond to queries on Status Certificate; respond to request from property manager regarding closing dates for certain units; update B. Tannenbaum on feedback from S. Chau on revised offer for Unit 360.
1/11/2018	Colleen Delaney	Send offer sign back on Unit 360; email from Alectra to explain and provide back-up for incorrect payment to Jade-Kennedy; approve invoices and coordinate cheques; receive and coordinate deposit for Unit 360; prepare schedule of Condo Lien arrears; receive request to extend closing on Unit 361, approve and sign back Revised Statement of Adjustments.

February 12, 2018

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Date	Professional	Description
1/11/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email regarding sign back for Unit 360 /1069; email from C. Delaney regarding recommended sign back amount; sign back offer for Unit 360/1069 at \$245,000 with commission adjustment.
1/12/2018	Colleen Delaney	Emails with C. Baeta regarding wire fees charged.
1/15/2018	Colleen Delaney	Send final, signed Agreement of Purchase and Sale (Unit 360) to S. Rappos and K. McNeill and propose same Court approval date as for Unit 361 (January 26, 2018); confirm ASCEND entries; compile documents for posting to Trustee's website and coordinate; receive and review 2018 property tax bills.
1/16/2018	Bryan Tannenbaum	Receipt, review and edit of Twenty-First Court Report; execute and send to S. Rappos.
1/16/2018	Colleen Delaney	Draft Twenty-First Report to the Court; finalize Court report with S. Rappos.
1/17/2018	Colleen Delaney	Respond to emails from S. Chau regarding Unit 360; approve invoices for payment.
1/22/2018	Colleen Delaney	Respond to S. Chau's email regarding purchaser's request to extend closing on Unit 360; review offer received on Unit 388 (mall unit), discuss with S. Chau and request to re-submit; receive request for an update from an unsecured creditor (former realtor) and respond; review 2018 Interim Property Tax bills received for Unit 360 and 361 and determine amount owing given upcoming closings; review, update schedules and coordinate payment of all 2018 Interim Property Tax bills Trustee is responsible for; HST refund receipt; call from S. Chau regarding reason for extension request on Unit 360 and advise there will be additional costs.
1/23/2018	Colleen Delaney	Email 2018 interim property tax bills to K. McNeill; emails with property manager and HS regarding closing of Units 360 and 361; follow-up with TD Bank regarding wire transfer fees; approve invoices and coordinate payment; review and save Orders for the January 24, 2018 Court hearing; receive and organize documents for the discharge of the mortgage on the office unit purchased by YRSCC 1228.
1/24/2018	Colleen Delaney	Email from Purchaser's (Unit 361) realtor regarding closing items; approve revised invoice for condo fees to YRSCC 1228.
1/25/2018	Daniel Weisz	Review and sign cheques.
1/25/2018	Colleen Delaney	Emails regarding contact details for lawyer of purchaser of Unit 360; emails from S. Rappos regarding issue raised by Loblaw/T&T in connection with purchaser's request to delete two instruments from title; Order to be revised to categorize these two instruments as "permitted encumbrances" and new Court hearing date of January 29, 2018; review inventory list of assets and documents stored in Unit 360 (former Mady construction office), prepare a summary plan to clear out unit in time for February 15, 2018 closing.
1/26/2018	Colleen Delaney	Review and approve revised Statement of Adjustments for Unit 360; call with S. Chau regarding purchaser's interest in furniture (Unit 360) and handover of keys; review/confirm ASCEND entries; email property manager to ask if they are interested in any of the furniture located in Unit 360; call with J. Baird (Masongsong) regarding timing of release of remaining letters of credit, additional maintenance work required etc.; email D. Tomingas requesting the Street Light certification for the South Unionville extension (City of Markham needs this); call with TD Bank regarding wire fee issue and request an

Date	Professional	Description
		accounting for the \$60,000 up front fees paid at the time the letters of credit were issued, send summary documents in support of; coordinate closing items with L. Holloway (Pronto) and S. Chau.
1/29/2018	Colleen Delaney	Call with L. Holloway and email to J. Berger/L. Holloway regarding clean out of Unit 360 (former construction office); send 2018 interim property tax bill to lawyer for Purchaser of Unit 361, noting they are responsible for same; coordinate signing of Trustee's Certificates for Units 361 and 360; receive and save land registry confirmation for Unit 361; save and coordinate posting of Court Orders to Trustee's website; call from J. Berger (at site) with update as to items on site and plan to clear out.
1/29/2018	Jeffrey Berger	Attending the construction office to document and review the contents therein; corresponding with L. Holloway and C. Delaney regarding same.
1/29/2018	Bryan Tannenbaum	Receipt and review Orders approving sale of Unit 360 and 361; execute Trustee's certificates and send to lawyer.
1/30/2018	Colleen Delaney	Call with S. Chau regarding questions on offer for Unit 388 and with update on Sales event to be held for Chinese New Year; receive closing documents for Unit 361 and confirm receipt of funds.
1/30/2018	Bryan Tannenbaum	Receipt and review of K. McNeill email confirming wire transfer of proceeds from sale of Unit 361; email to C. Delaney regarding HS fees to be paid.
1/31/2018	Colleen Delaney	Follow up with J. Baird regarding next steps for release of all remaining letters of credit and receive response; review of offer for Unit 388, summarize and propose sign back terms to B. Tannenbaum; send email to S. Rappos asking when liens were registered for Units 360 and 361 (level 1); email YRSCC 1228 requesting statement of outstanding condo fee arrears for Unit 360 (to close February 15, 2018); calculate lien arrears payable on Unit 319 based on lien registration dates and credit available; emails from J. Berger with plan to dispose, store, etc., items at Unit 360 (former construction office) and respond with enquiries; email YRSCC 1228 with advising that schedules they prepared on Units 360 and 361 are not correct based on payments made by Trustee; approve invoices and coordinate cheques; review PowerStream bills and request J. Berger to follow up on usage for Unit 85/Suite 11; advise lawyer for Unit 361 of payment of property tax arrears and condo fee arrears that YRSCC 1228 is entitled to; process closing proceeds and related bills; sign back offer on Unit 388 and send same; emails with J. Huang regarding condo fee arrears statements.
1/31/2018	Jeffrey Berger	Corresponding with C. Delaney regarding the clean-up of the construction office.
1/31/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email to J. Baird regarding status of discussions with City of Markham to release remaining LC's; receipt and review of email regarding offer for kiosk Unit 388 for \$32,000 and confirm sign back instructions to C. Delaney at \$45,000; sign back offer on 2369 - 388 at \$45,000; receipt and review of J. Baird email regarding LC release and his meeting with K. Young and work to be done in the Spring, etc.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

February 12, 2018  
 Invoice 36  
 Page 5

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	9.10	\$ 525	\$ 4,777.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	49.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	27.10	\$ 375	10,162.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.60	\$ 375	225.00
Jeffrey K. Berger, CPA, CA	Senior Analyst	3.80	\$ 195	741.00
<b>Total hours and professional fees</b>		<b>40.70</b>		\$ 15,955.50
HST @ 13%				2,074.22
<b>Total payable</b>				<b>\$ 18,029.72</b>

### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** March 7, 2018

**Client File** 300028  
**Invoice** 37  
**No.** C000633

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to February 28, 2018.

Date	Professional	Description
2/1/2018	Colleen Delaney	Email response to B. Tannenbaum regarding lien amount on Unit 319; emails with J. Berger regarding plan to clear out Unit 360 in advance of February 15, 2018 closing; prepare HST working papers and file HST return for January, 2018.
2/1/2018	Bryan Tannenbaum	Review and sign cheques; email from C. Delaney regarding vacating the onsite office and storage for the records and disposal of furniture, etc.
2/2/2018	Colleen Delaney	Review and approve Statement of Adjustments for Unit 360 and send to Harris Sheaffer (“HS”); follow up with YRSCC 1228 regarding condo fee arrears subject to lien on Unit 361.
2/5/2018	Colleen Delaney	Call from unsecured creditor (Paul Lee) and email status update; send Unit 319 lien arrears accounting to YRSCC 1228 (J. Huang); email Century 21 regarding commission on Unit 361; receive and save T5 from HS for JKDC; confirm ASCEND entries; update Statement of Receipts and Disbursements to February 3, 2018.
2/6/2018	Colleen Delaney	Call from I. El-Hajj (CCI Group) and email response; receive and approve invoices; update Net Proceeds schedules; file administration.
2/7/2018	Colleen Delaney	Speak to S. Chau of Century 21 regarding offer on Unit 388, marketing plans for Chinese New Year and extension of listing agreements; prepare summary regarding marketing update, Unit 388 status, marketing initiatives, etc., for B. Tannenbaum; email J. Berger regarding status of PowerStream enquiries; approve invoices and coordinate cheques; allocate costs by phase; call from J. Berger with update on PowerStream and plans to clear out Unit 360.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
2/8/2018	Colleen Delaney	Emails regarding request for title change for Unit 361 (closed January 29, 2018) and our lawyers' response thereto.
2/9/2018	Jeffrey Berger	Arranging for the JKDC sales office to be cleaned out prior to the unit's closing; corresponding with representatives of RecordXpress and Junk-It regarding same.
2/9/2018	Colleen Delaney	Review and edit January 2018 billing; update Trustee's Outstanding List and email draft to B. Tannenbaum; emails with J. Berger regarding closing of Unit 360 and office clear out.
2/9/2018	Bryan Tannenbaum	Review summary of outstanding items, etc.
2/12/2018	Colleen Delaney	Calls and emails with J. Berger regarding final clear out of Unit 360 (former Jade Kennedy construction office); calls with S. Chau regarding furniture in Unit 360; review letter from BLG (sent by S. Rappos of Chaitons) to be sent to Phase II commercial purchasers for units sold prior to Trustee's appointment regarding title instruments to be moved to permitted encumbrances; summarize issue regarding title instruments and next steps, court hearing in early March 2018 to rectify.
2/12/2018	Arif Dhanani	Attend to file administration.
2/12/2018	Jeffrey Berger	Clean-up of SUSQ sales office ahead of the unit's closing on Thursday, February 15 <sup>th</sup> ; meeting with M. Holtzberg of RecordXpress to review the storage/shredding needs; arranging for delivery of storage/shredding materials to the sales office; sorting through files and boxing records to be stored; investigating the disappearance of two filing cabinets from the office and corresponding with C. Delaney regarding same.
2/13/2018	Bryan Tannenbaum	Status meeting with C. Delaney to review outstanding items; review summary list, etc.
2/13/2018	Colleen Delaney	Respond to property manager (J. Huang) regarding Unit 360 condo fee arrears; discuss missing cabinets issue with J. Berger and S. Chau; status update meeting with B. Tannenbaum; respond to letter from purchaser of Unit 360's lawyer with questions on Status Certificate received from property manager; update Outstanding List and send to S. Rappos with request for updated loan balance statement from Am-Stat; receive Phase II purchaser details from K. McNeill of HS (where title instruments to be re-classified); approve invoices and coordinate cheques.
2/14/2018	Colleen Delaney	Calls from J. Berger and S. Chau to confirm Unit 360 assets are on site and clear out is proceeding; receive T5 from HS; confirm Unit 360 left in broom swept condition and file photographs; confirm relevant documents moved to storage.
2/14/2018	Jeffrey Berger	Final clean-out of the SUSQ sales office; preparing records for storage and disposal; meeting "Junk It" junk removal team on site to dispose of the furniture and other items; meeting the RecordXpress personnel on site to remove items to be placed into storage and shredded; corresponding with various parties regarding the return of the two filing cabinets that had been removed from the sales office.
2/15/2018	Colleen Delaney	Call from E. Huang (Phase II property manager) regarding positioning of security cameras; respond to K. McNeill queries regarding Unit 360 closing; confirm closing has occurred and instruct keys to be released to purchaser.

Date	Professional	Description
2/16/2018	Daniel Weisz	Review and sign cheques.
2/16/2018	Colleen Delaney	Emails from K. McNeill regarding closing; process closing entries; save final documentation related to closing; confirm HST deposit and coordinate deposit; review draft letter from S. Rappos to purchasers of Phase II commercial units sold pre-Trustee re two restrictive covenants to be moved to permitted encumbrances and Trustee to seek a court order to approve in early March 2018.
2/20/2018	Bryan Tannenbaum	Following up on various emails regarding missing filing cabinets and contents; several replies from S. Chau thereto; email re same to S. Chau; approve and sign cheques.
2/20/2018	Colleen Delaney	Send 2018 Interim Property Tax bill for Unit 360 (closed February 15, 2018) to purchaser's lawyer; confirm closing entries processed and update Statement of Receipts and Disbursements to February 15, 2018.
2/21/2018	Bryan Tannenbaum	Receipt, review and execution of listing extension agreements for 2169 (390), A1 (85), and 2369 (388) and return same.
2/21/2018	Colleen Delaney	Coordinate and send Listing Agreement extensions for the remaining 3 commercial units to Century 21; receive/save Certificate of Destruction of miscellaneous old records stored in Unit 360 and follow up on invoice.
2/23/2018	Bryan Tannenbaum	Receipt and review of S. Rappos email attaching Am-Stat payout statement.
2/23/2018	Colleen Delaney	Receive updated loan balance statement from Am-Stat; email from MarshallZehr Group ("MZ") requesting a status update; call and email from property manager for YRSCC 1228 requesting that equipment in underground garage (allegedly belonging to the developer) be removed.
2/26/2018	Colleen Delaney	Allocate costs across phases as at February 16, 2018; review Am-Stat loan statement at February 22, 2018 noting corrections and additional information required; review estimated distributions available to secured creditors; email S. Rappos regarding various items; email from L. Holloway of Pronto General Contractors regarding equipment on site (belongs to them) to be removed.
2/27/2018	Colleen Delaney	Approve invoices and coordinate cheques; meeting with B. Tannenbaum regarding current status of MZ and Am-Stat; draft update email to MZ; supporting documentation for proposed distribution to Am-Stat; administration; receive and file T5's for 2017; email S. Rappos regarding distribution to Am-Stat and follow-up questions on the loan balance statement.
2/27/2018	Bryan Tannenbaum	Meeting with C. Delaney to review accounting and make a further disbursement to Am-Stat; receipt and review of S. Rappos email regarding TGF fees issue.
2/28/2018	Colleen Delaney	Emails regarding TGF settlement for legal fees; emails regarding scissor lift on site.
2/28/2018	Bryan Tannenbaum	Review email to J. Baird of Masongsong Associates Engineering Limited regarding timing for a meeting and summarizing outstanding matters to deal with the City; email to MZ regarding status of realizations.
2/28/2018	Arif Dhanani	Prepare summary reporting email to M. Snedden.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 7, 2018  
 Invoice 37  
 Page 4

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	5.30	\$ 525	\$ 2,782.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	49.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	19.70	\$ 375	7,387.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.70	\$ 375	262.50
Jeffrey K. Berger, CPA, CA	Senior Analyst	14.00	\$ 195	2,730.00
<b>Total hours and professional fees</b>		<b>39.80</b>		\$ 13,212.00
HST @ 13%				1,717.56
<b>Total payable</b>				<b>\$ 14,929.56</b>

### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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www.rsmcanada.com

To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date April 9, 2018

Client File 300028  
Invoice 38  
No. C000648

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to March 31, 2018.

Date	Professional	Description
3/1/2018	Colleen Delaney	Follow up on receipt of wire transfer for \$400,000 by Am-Stat Corporation (“Am-Stat”); draft email to P. Meretsky with estimated future realizations and expected timing.
3/1/2018	Bryan Tannenbaum	Review emails regarding settlement of fees between Laurentian Bank of Canada/Thornton Grout Finnigan LLP (“TGF”) and Am-Stat.
3/1/2018	Brenda Wong	Calls to Meretsky Law Firm and BMO to verify wire transfer instructions and confirm that wire transfer will be processed today; checking online statement to confirm that wire was processed.
3/2/2018	Colleen Delaney	Emails with J. Baird (Masongsong Engineering) regarding meeting on March 9, 2018; call with B. Tannenbaum to review Am-Stat status and email response to P. Meretsky; emails with S. Rappos of Chaitons LLP (“Chaitons”) regarding letter to purchasers of Phase II commercial units sold by JKDC, which were closed by the Trustee and for which a court hearing was held on March 22, 2018 to include two instruments on title as permitted encumbrances; prepare and file HST return for February 2018; finalize and forward reporting email to P. Meretsky to S. Rappos for comments; email from Meretsky Law Firm to confirm receipt of \$400,000 wire and advise team; email from YRSCC 1265 property manager (E. Huang) enquiring as to the status of work to be performed by Pronto Landscaping (“Pronto”); email Pronto requesting they confirm that the Trustee is not involved in any further work and has no further liability and that Pronto should deal directly with the property manager regarding any arrangements made for work to be done; email J. Baird with meeting date and proposed Agenda Items.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
3/2/2018	Bryan Tannenbaum	Telephone call with C. Delaney regarding Am-Stat estimated realizations and Am-Stat's payout statement; review draft email to S. Rappos regarding the remaining estimated realizations; receipt and review of J. Baird email regarding his meeting with K. Young of the City of Markham and his availability to meet with us next week; email from S. Rappos re Am-Stat entitlement to Landowner's recovery under their security.
3/6/2018	Colleen Delaney	Email S. Rappos regarding items required for the March 22, 2018 court hearing.
3/6/2018	Arif Dhanani	Attend to administrative matters.
3/8/2018	Colleen Delaney	Prepare for meeting with J. Baird; meeting with J. Baird to obtain an update on recent meetings with City of Markham representatives, remaining inspections/repairs required and timeline for full release of all remaining LCs with Markham; update LC schedule to February 28, 2018; email J. Huang (YRSCC 1228 property manager) requesting details of any condo arrears on Unit 360/Suite 1069; check TD Bank balance to confirm it aligns with the remaining LCs balance.
3/13/2018	Bryan Tannenbaum	Email from C. Delaney to S. Rappos regarding R. Moldaver to respond regarding quantum of TGF fees
3/13/2018	Colleen Delaney	Confirm that TGF and R. Moldaver agree to the TGF fees payment by the Trustee; review and provide comments on the Twenty Second Report to the Court.
3/14/2018	Bryan Tannenbaum	Receipt and review of Twenty Second draft report, edit and execute final copy and send to Chaitons.
3/14/2018	Colleen Delaney	Approve invoices and coordinate cheques; finalize Twenty Second Report to the Court.
3/15/2018	Colleen Delaney	Update Notes to Statement of Receipts and Disbursements; receive email from MarshallZehr Group ("MZ") requesting an update on its distributions; draft response to MZ email with attachments.
3/16/2018	Colleen Delaney	Confirm HST deposit cheque amount; send reporting email to MZ; call from Stewart Title Guaranty regarding 2015 property tax payment for Unit 92; compile back-up for cheque to Stewart Title.
3/21/2018	Bryan Tannenbaum	Receipt and review of Am-Stat updated and corrected mortgage statement.
3/26/2018	Colleen Delaney	Emails with S. Rappos regarding court hearing adjourned to April 6, 2018; follow up regarding 2015 realty tax payment for Unit 92.
3/27/2018	Bryan Tannenbaum	Dealing with backup for cheque disbursement to Stewart Title Guaranty.
3/28/2018	Colleen Delaney	Approve invoices and issue cheques; forward utility bills to buyer.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

April 9, 2018  
 Invoice 38  
 Page 3

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	4.20	\$ 525	\$ 2,205.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	9.80	\$ 375	3,675.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.40	\$ 375	150.00
Brenda Wong, CIRP, LIT	Senior Manager	0.20	\$ 375	75.00
<b>Total hours and professional fees</b>		<b>14.60</b>		\$ 6,105.00
HST @ 13%				793.65
<b>Total payable</b>				<b>\$ 6,898.65</b>

### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
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www.rsmcanada.com

To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date January 9, 2019

Client File 300028  
Invoice DISBURSEMENT #6  
No. 5556692

Disbursements in connection with our acting as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation for the period March 1, 2018 to December 31, 2018.

Note: Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Couriers	\$ 72.91
Travel	45.16
<b>Total disbursements</b>	<b>\$ 118.07</b>
HST @ 13%	15.35
<b>Total payable</b>	<b>\$ 133.42</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** May 11, 2018

**Client File** 300028  
**Invoice** 39  
**No.** C000674

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to April 30, 2018.

Date	Professional	Description
4/4/2018	Bryan Tannenbaum	Receipt and review of Court service email regarding Twenty-Second Report to Court on T&T title issue.
4/6/2018	Bryan Tannenbaum	Receipt and review of S. Rappos of Chaitons LLP email to service list regarding McEwen Order and Endorsement.
4/6/2018	Colleen Delaney	Review and coordinate posting of Court documents from April 6, 2018 hearing and confirm same; prepare working papers and file HST return for March 2018; review and edit billing for March 2018; emails.
4/9/2018	Bryan Tannenbaum	Emails with S. Rappos and C. Delaney regarding payment to Thornton Grout Finnigan LLP (“TGF”) from amount held in reserve.
4/9/2018	Colleen Delaney	Emails regarding payment of TGF fees pursuant to settlement between TGF and Am-Stat Corporation.
4/9/2018	Arif Dhanani	Call with Pronto General Contractors; attend to administrative matters.
4/18/2018	Colleen Delaney	Emails regarding GIC at TD Bank and reporting of same.
4/20/2018	Colleen Delaney	Call and email from insurance company regarding upcoming renewal; outstanding items for discussion with B. Tannenbaum.
4/23/2018	Colleen Delaney	Research and respond to email from insurance company regarding renewal and J. Huang (property manager) regarding units available for sale; review and coordinate deposit of HST refund; review emails regarding Letter of Credit renewals, confirm they agree and obtain B. Tannenbaum's approval regarding renewal.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
4/24/2018	Colleen Delaney	Email to TD Bank regarding Letter of Credit renewals; review and approve bill from Chaitons; review correspondence from TGF regarding legal fees settlement with Am-Stat Corporation.
4/24/2018	Bryan Tannenbaum	Review of various emails regarding TD LC's, including renewal required.
4/27/2018	Bryan Tannenbaum	Review and sign cheques.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

May 11, 2018  
 Invoice 39  
 Page 3

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.10	\$ 525	\$ 577.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	2.70	\$ 375	1,012.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.50	\$ 375	187.50
<b>Total hours and professional fees</b>		<b>4.30</b>		\$ 1,777.50
HST @ 13%				231.08
<b>Total payable</b>				<b>\$ 2,008.58</b>

### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
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www.rsmcanada.com

To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date July 4, 2018

Client File 300028  
Invoice 40  
No. 5427921

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to May 31, 2018.

Date	Professional	Description
5/4/2018	Colleen Delaney	Approve invoice and coordinate cheques; email S. Rappos of Chaitons LLP regarding amount of cheque regarding fee settlement between Thornton Grout Finnigan LLP (“TGF”) and Am-Stat Corporation (“Am-Stat”); draft letter to Tarion regarding release of \$20,000 relating to Unit 1521.
5/4/2018	Bryan Tannenbaum	Review and sign cheques.
5/7/2018	Colleen Delaney	Review Tarion Bond Rider 003, previous correspondence regarding September 2017 bond reduction to \$120,000, next steps regarding reduction of bond and release of remaining funds; draft letter to Tarion to reduce bond value (for Unit 1521 warranty that has expired) and direct payment of related cash collateral to Trustee.
5/8/2018	Colleen Delaney	Prepare working papers and file April 2018 HST return; review insurance renewal form and email PBL Insurance with changes required; request missing invoice from TGF (re fees under settlement agreement with Am-Stat); update legal fees schedule to separate HST paid for purposes of claiming input tax credits; call S. Brown regarding A. Darr and confirm he has left Tarion and who his replacement is; prepare working papers for legal fees’ settlement and remaining reserve.
5/9/2018	Colleen Delaney	Review and edit billing for April, 2018; email S. Chau requesting a marketing update and next steps; draft letter to TGF regarding payment of legal fees for Laurentian Bank pursuant to Settlement Agreement between Laurentian Bank and Am-Stat; email A. Iqbal of TGF requesting written direction from Laurentian Bank to pay legal fees directly to TGF (reimbursement thereof); receive quote for sewer inspections etc., required by City of Markham to

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		complete maintenance requirements, review and forward to J. Baird of Masongsong Associates Engineering Limited ("Masongsong") with questions; approve invoice and requisition cheques.
5/9/2018	Bryan Tannenbaum	Emails with realtor on status of sales; letter to Tarion regarding release of \$20,000 deposit as two year warranty has expired; email regarding deficiencies and costs per Masongsong.
5/10/2018	Bryan Tannenbaum	Review email from J. Baird regarding quotes.
5/11/2018	Colleen Delaney	Send follow-up information to insurance company.
5/14/2018	Colleen Delaney	Review quotes for flushing and taking video of sewers (required for final City of Markham clearances) and email J. Baird with follow-up information required; confirm insurance coverage from PBL.
5/16/2018	Colleen Delaney	Email B. Tannenbaum with proposal on change to listing price for Suite 85/Unit A1 (Phase II commercial unit) based on input from realtor.
5/17/2018	Colleen Delaney	Review marketing update email from S. Chau and respond with questions; emails to firm up price reduction on Suite 85/Unit A1.
5/17/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email to A. Chau regarding sales/marketing status update required, etc.
5/18/2018	Bryan Tannenbaum	Email from C. Delaney to S. Chau re price reduction on remaining units.
5/22/2018	Bryan Tannenbaum	Email to C. Delaney re Tarion contact and bond release; email from C. Delaney re same.
5/22/2018	Colleen Delaney	Emails regarding status of May 8, 2018 request to Tarion to reduce Tarion bond by \$20,000; emails with S. Chau regarding May 2018 marketing event.
5/23/2018	Bryan Tannenbaum	Email from Tarion reducing bond by \$20,000, etc.
5/23/2018	Colleen Delaney	Email from and call with G. Sharma (A. Darr's replacement) regarding the status of our request to reduce the bond value; email from M. Critchley to confirm that our request to reduce the bond had been approved by Tarion and forwarded to AVIVA for processing; update B. Tannenbaum on status of bond value noting that we will follow up with AVIVA regarding payment of the underlying cash collateral to the Trustee; review 2018/19 insurance documents and call PBL Insurance with questions; confirm amount and process April, 2018 HST refund; receive revised quotes from Masongsong (to clean out and video underground lines), review and respond with clarification questions so that quotes are comparable.
5/24/2018	Colleen Delaney	Respond to email from Masongsong with one further request; call from J. Baird to discuss the quotes and agree on the way forward; call from PBL Insurance with a response on the recent quote; approve invoices and coordinate cheques.
5/25/2018	Bryan Tannenbaum	Receipt and review of Tarion letter to AVIVA reducing bond by \$20,000 to \$100,000.
5/28/2018	Colleen Delaney	Review PowerStream billings and YRSCC 1228's 2018/19 budget.
5/30/2018	Colleen Delaney	Review Tarion Rider No. 004 received from AVIVA and call re name change from Collins Barrow to RSM Canada; receive/review revised Rider No. 004; call A. Waheed (AVIVA) to request that he instruct Harris Sheaffer LLP ("HS") to remit the \$20,000 cash collateral to the Trustee and copy us; review invoices and issue cheques/forward certain bills to new owner's lawyer.

Date	Professional	Description
5/31/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email re insurance coverage for the remaining units; email to C. Delaney re status of sale of units; receipt and review of AVIVA Rider No. 004 and execute same for return to AVIVA and Tarion; receipt and review of Westmount letter to HS regarding reduction and payment of cash collateral to Trustee; email from C. Delaney re HS wanting fees for each cheque issued.
5/31/2018	Colleen Delaney	Review and respond to email from MarshallZehr Group ("MZ") re updated insurance certificate and property tax information; review letter from AVIVA instructing HS to pay \$20,000 to Trustee; review and confirm revised Tarion Bond Rider No.004 and forward to B. Tannenbaum for signing and forwarding; obtain proof of 2018 property tax payment for MZ; email PBL Insurance to follow-up on the Tax Certificate for MZ; call from AVIVA regarding G. Harris (HS) fees for issuing cheque for cash collateral re Tarion bond reduction; attend to emails.
5/31/2018	Arif Dhanani	Email to J. Schlumpf of MZ regarding status of insurance and 2018 interim property tax payment, pursuant to her email.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

July 4, 2018  
 Invoice 40  
 Page 4

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.10	\$ 525	\$ 1,102.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	10.10	\$ 375	3,787.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.30	\$ 375	112.50
<b>Total hours and professional fees</b>		<b>12.50</b>		\$ 5,002.50
HST @ 13%				650.33
<b>Total payable</b>				<b>\$ 5,652.83</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



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RSM CANADA LIMITED  
11 King St W, Suite 700, Box 27  
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www.rsmcanada.com

To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date August 17, 2018

Client File 300028  
Invoice 41  
No. 5452232

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to June 30, 2018.

Date	Professional	Description
05/28/2018*	Colleen Delaney	Review PowerStream bills and forward one for Unit 1070 to the new owner; review YRSCC 1228's budget; attend to administrative matters.
05/30/2018*	Colleen Delaney	Review Tarion's Bond Rider #004 received from AVIVA; call J. Solakis to discuss some changes required; call A. Waheed to confirm he will instruct Harris Sheaffer LLP (“HS”) to pay funds to Trustee; review invoices and approve cheques.
05/31/2018*	Colleen Delaney	Respond to emails re status of Insurance Certificate for MarshallZehr Group (“MZ”); receive revised Tarion Bond Rider and letter from AVIVA instructing HS to pay Trustee; obtain proof of 2018 taxes paid on Units 388/390; request Insurance Certificate from PBL; receive call from AVIVA.
06/01/2018	Colleen Delaney	Call G. Harris at HS re reducing the \$500 per cheque fee for cash collateral released and update B. Tannenbaum; receive Insurance Certificate from PBL.
06/01/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email regarding conversation with G. Harris re his fees to release Tarion/AVIVA bond amount to us; response to C. Delaney agreeing that we should take in tranches to reduce his fees, etc.
06/06/2018	Colleen Delaney	Emails regarding distribution of funds in reserve to Laurentian Bank; discuss with B. Tannenbaum re cash on hand and contact at AVIVA re fees charged by HS for release of cash collateral; email from lawyer re Unit 1070 to acknowledge they already asked Electra to transfer the account
06/06/2018	Bryan Tannenbaum	Receipt and review of email re monies transferred to bank; email to C. Delaney re same and funds held in trust account; receipt and review of C. Delaney email regarding cash on hand and estimated timing of payment to Laurentian to reimburse for fees, etc.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
06/07/2018	Colleen Delaney	Send Insurance Certificate and 2018 property tax payment support for units 388/390 to MZ.
06/08/2018	Colleen Delaney	Discussion with B. Argue at Westmount Guarantee re AVIVA contact and cash collateral fees; update B. Tannenbaum re same.
06/11/2018	Colleen Delaney	Prepare and send summary of legal fees paid to HS (144 Park and JKDC) to B. Tannenbaum; emails re: Tarion letter for 2 bond reductions and S. Chau for a marketing update on status of units available for sale.
06/14/2018	Colleen Delaney	Emails regarding the status of payments under the Landowners' agreement and request an update re JKDC's status from S. Rappos of Chaitons LLP.
06/15/2018	Colleen Delaney	Draft letter to Tarion requesting a \$40,000 reduction to the bond value (re Units 827 and 218) and to request that AVIVA instruct HS to pay the Trustee \$60,000 (May and 2 June, 2018 reductions of \$20,000 each).
06/15/2018	Bryan Tannenbaum	Emails re Tarion bond expiry for Unit 218; obtain release from Tarion; emails regarding landowners' group refund and what the Trustee's status is – amount and timing.
06/18/2018	Bryan Tannenbaum	Emails with Tarion for partial release of bond.
06/19/2018	Colleen Delaney	Respond to email from M.A. Plante (Laurentian Bank) regarding estimated timing of payout; discussion with B. Tannenbaum regarding a status update; follow-up and response from S. Chau regarding status of marketing of remaining units.
06/19/2018	Bryan Tannenbaum	Discussion with C. Delaney re status of outstanding items.
06/20/2018	Colleen Delaney	Prepare and file HST return for May 2018; update Statement of Receipts and Disbursements and detailed notes to June 15, 2018; allocate R&D across phases; enquiry from J. Salmon re two condo parking units, email status/recommendation to B. Tannenbaum.
06/20/2018	Colleen Delaney	Email C. Baeta regarding amount of interest on TD account in 2018; update Status Memo to June 15, 2018.
06/20/2018	Bryan Tannenbaum	Telephone call with S. Rappos re Loblaws and title issue; receipt and review of S. Rappos email to BLG re costs, etc.
06/21/2018	Colleen Delaney	Follow-up call/email with two parties interested in purchasing parking Units 178 and 179; receive revised offer for Unit 178; email M. Karoly of HS to confirm form of APS for parking unit sales; email from Tarion to confirm \$40,000 reduction in bond value to \$60,000.
06/21/2018	Bryan Tannenbaum	Receipt and review of Tarion letter of June 19, 2018 reducing bond to \$60,000.
06/25/2018	Colleen Delaney	Receive email offer from F. Lee and propose response to B. Tannenbaum; revise form and send Form of Offer re parking units to S. Luk and F. Lee requesting formal offers and deposits this week; email from Masongsong Associates Engineering Limited re inspections/video to start June 27, 2018.
06/25/2018	Bryan Tannenbaum	Emails re APS for parking spots and sale of 2 spots.
06/26/2018	Colleen Delaney	Email Westmount Guarantee to confirm receipt of Tarion notice re bond reduction to \$60,000 and receive call from A. Waleed that they will instruct G. Harris to pay the Trustee \$60,000; email HS to confirm they have information to pay Trustee.

Date	Professional	Description
06/26/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email to Westmount Guarantee regarding instructions to HS to release bond cash collateral; receipt and review of C. Delaney email to offeror regarding purchase of parking spot.
06/27/2018	Colleen Delaney	Email from and respond to offeror re parking Unit 179; receive/coordinate sign back of Tarion Rider #005; emails with S. Rappos re court date; receive deposit/offer for Unit 179 and coordinate sign back; email TD re GIC; email from G. Harris re wire of \$60,000.
06/27/2018	Bryan Tannenbaum	Dealing with offer on parking unit; discuss sign back with C. Delaney; accept and sign offer for parking unit 178.
06/28/2018	Colleen Delaney	Confirm receipt of wire transfer from HS and coordinate processing; email TD Bank re GIC interest earned; email City of Markham re tax bills for 2018 for parking units 178/179; email YRSCC 1265 for current condo fee bills; correspondence with S. Rappos re July 16 court date for approval of sale.
06/29/2018	Colleen Delaney	Update from City of Markham re tax bills for parking units 178/179; receive condo fee bills; review and edit billing for May 31, 2018.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

August 17, 2018  
 Invoice 41  
 Page 4

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.10	\$ 525	\$ 1,102.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	12.10	\$ 375	4,537.50
<b>Total hours and professional fees</b>		<b>14.20</b>		\$ 5,640.00
HST @ 13%				733.20
<b>Total payable</b>				<b>\$ 6,373.20</b>

\* Not billed on previous invoice.

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** September 4, 2018

**Client File** 300028  
**Invoice** 42  
**No.** 5463191

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to July 31, 2018.

Date	Professional	Description
07/03/2018	Arif Dhanani	Attend to administrative matters.
07/04/2018	Colleen Delaney	Prepare and file HST return for June, 2018; email J. Salmon (lawyer for YRSCC 1265) advising of the sale of Parking Unit 178, subject to Court approval, and request a report of condo fee arrears subject to liens; draft Twenty-Third Report to the Court, send to S. Rappos of Chaitons LLP; edit report.
07/04/2018	Colleen Delaney	Receive property tax bills for Parking Units 178/79 and call with questions re roll numbers etc.; approve invoices and coordinate cheques; draft letter to Laurentian Bank re payment of legal fees per Settlement Agreement with Am-Stat.
07/05/2018	Colleen Delaney	Send proof of payment re property taxes and condo fees for Parking Unit 178 to Harris Sheaffer LLP re July 16, 2018 closing; email from J. Salmon with condo arrears (subject to lien) statement for Parking Unit 178.
07/05/2018	Bryan Tannenbaum	Review, approve and sign cheques; email letter to Laurentian Bank re legal fee payment.
07/06/2018	Colleen Delaney	Receive and review Statement of Adjustments for Parking Unit 178, review and send back with comments.
07/09/2018	Colleen Delaney	Review and comment on Condo Arrears statement for Parking Unit 178 resulting in a reduction of the amount owing; email J. Salmon re final amount owing; review comments on the Twenty-Third report.
07/10/2018	Bryan Tannenbaum	Receipt and review Twenty-Third Report to Court; execute and return to Chaitons for service.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
07/10/2018	Colleen Delaney	Review and finalize Twenty-Third Report to Court; email YRSCC 1265 regarding expected closing July 16, 2018 and send utility bills to new owner.
07/11/2018	Bryan Tannenbaum	Receipt and review of email to service list with form of Order for sale approval of parking unit.
07/16/2018	Colleen Delaney	Review July 16, 2018 Court Order and materials re closing of Parking Unit 178; coordinate signing of Trustee's Certificate.
07/16/2018	Bryan Tannenbaum	Receipt and review of Chaitons email to service list circulating Approval and Vesting Order and McEwan Endorsement re sale of parking space, etc.; execute Trustee's Certificate re parking Unit 178.
07/17/2018	Colleen Delaney	Save court materials; coordinate website posting and confirm same; draft letter to Tarion to reduce bond by \$20,000 and total held from \$60,000 to \$40,000 on August 3, 2018 re Suite 1216; process closing transactions and cheques related to the closing of Parking Unit 178.
07/18/2018	Colleen Delaney	Confirm receipt of closing funds (Parking Unit 178) and coordinate processing.
07/24/2018	Colleen Delaney	Respond to email from unsecured creditor requesting an update.
07/25/2018	Colleen Delaney	Emails re invoices, billing and Tarion letter and respond.
07/30/2018	Colleen Delaney	Approve invoice and coordinate cheques; review and edit billing.
07/31/2018	Colleen Delaney	Follow up email to Masongsong Associates Engineering Limited and receive response re inspections re follow-up work related to Letter of Credit requirements; prepare working papers and file HST return for July 2018.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

September 4, 2018  
 Invoice 42  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.00	\$ 525	\$ 1,050.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.30	\$ 375	112.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	8.60	\$ 375	3,225.00
<b>Total hours and professional fees</b>		<b>10.90</b>		\$ 4,387.50
HST @ 13%				570.38
<b>Total payable</b>				<b>\$ 4,957.88</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date September 24, 2018

Client File 300028  
Invoice 43  
No. 5472696

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to August 31, 2018.

Date	Professional	Description
08/01/2018	Colleen Delaney	Forward PowerStream bill received for Unit 1069 to new owner's agent/lawyer; emails from J. Salmon (lawyer for YRSCC 1265) regarding 2018 condo fees and respond; approve invoice and request cheque; review status email from Masongsong Associates Engineering Limited (“Masongsong”).
08/08/2018	Colleen Delaney	Review contractor quotes from Masongsong and send email to L. Szabo with comments.
08/14/2018	Colleen Delaney	Review and edit billing for July, 2018; call from J. Baird of Masongsong regarding information required to approve quotes for remedial work under letters of credit; email from MarshallZehr Group (“MZ”) and call S. Chau regarding current marketing status of three remaining units; receive/review HST cheque for July, 2018; review Tarion letter received confirming reduction in bond value to \$40,000 (from \$60,000) as requested on August 3, 2018.
08/15/2018	Colleen Delaney	Draft email response to MZ; talk to S. Chau regarding marketing strategy to sell remaining units; review emails.
08/16/2018	Colleen Delaney	Send email response to MZ; follow up with Masongsong re remaining works and receive/review response; review emails.
08/16/2018	Bryan Tannenbaum	Review email from MZ re status and review C. Delaney's draft response; review email from C. Delaney to Masongsong re status of flushing/videoing and their response thereto.
08/20/2018	Colleen Delaney	Receive bond rider # 006 from Westmount Guarantee and coordinate signing/sending to Tarion.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

September 24, 2018  
 Invoice 43  
 Page 2

Date	Professional	Description
08/21/2018	Bryan Tannenbaum	Receipt and review of Tarion rider and release of deposit; review and execute for return to Tarion.
08/27/2018	Colleen Delaney	Review incoming mail; file administration; email from S. Chau regarding marketing brochures.
08/28/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email to engineer re status; review L. Szabo responding email.
08/28/2018	Colleen Delaney	Approve invoices and coordinate cheques; email Masongsong re estimate cost of remaining works required by the City of Markham and the expected timing.
08/30/2018	Colleen Delaney	Attend to file administration.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

September 24, 2018  
 Invoice 43  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.30	\$ 550	\$ 715.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	3.90	\$ 395	1,540.50
<b>Total hours and professional fees</b>		<b>5.20</b>		\$ 2,255.50
HST @ 13%				293.22
<b>Total payable</b>				<b>\$ 2,548.72</b>

\* The rate change is effective as of the first day of this invoice.

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** October 23, 2018

**Client File** 300028  
**Invoice** 44  
**No.** 5495943

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to September 30, 2018.

Date	Professional	Description
09/07/2018	Colleen Delaney	Emails with S. Chau regarding marketing brochures required; prepare working paper and file HST return for August, 2018; emails with J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) regarding next steps to release letters of credit.
09/12/2018	Colleen Delaney	Emails with J. Baird and S. Chau.
09/13/2018	Colleen Delaney	Review and approve payment of final 2018 property tax bills for the remaining commercial units available for sale; approve condo fees; receive and review offer for Phase II Unit 85, Suite 11 and email S. Chau with questions.
09/14/2018	Bryan Tannenbaum	Receipt and review of S. Chau email regarding offer for Unit 85; email with C. Delaney; review C. Delaney email with recommendations for a sign back; approve same; execute sign back; review email re meeting with engineers for next week.
09/14/2018	Colleen Delaney	Discuss Unit 85 offer with S. Chau advising that buyer conditions are not acceptable and the price offered is too low; request S. Chau recommendation re price given current market; review S. Chau's response, price per square foot obtained for similar units and summarize all with recommendation in an email to B. Tannenbaum; coordinate and send sign back of Offer; emails with Masongsong regarding request for a meeting to review plans and the status of quotes for remedial work.
09/17/2018	Colleen Delaney	Call with J. Baird.
09/18/2018	Colleen Delaney	Meeting with J. Baird and L. Szabo to review remaining works required by City of Markham in order to have Letters of Credit cancelled and underlying funds released to the Trustee; summarize recommendations in an email to

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		B. Tannenbaum; approve invoices and coordinate cheques; call from S. Chau to discuss potential purchaser's sign back of the Offer for Unit 85.
09/20/2018	Colleen Delaney	Review and propose recommendation on revised offer for Unit 85; review and edit billing.
09/21/2018	Colleen Delaney	Discuss quotes for final LC repairs and status with J. Baird; draft email to B. Tannenbaum summarizing quotes, remaining work required and recommendations related thereto; email J. Baird to accept quotes regarding surface and lighting works and to send us quotes on pond cleanup required; call from S. Chau to review the recent sign back and discuss strategy re a response in order to finalize a sale; email B. Tannenbaum with summary recommendation; coordinate sign back of Offer.
09/21/2018	Bryan Tannenbaum	Review and sign cheques; review C. Delaney email of her meeting with Masongsong to determine final work and cost estimates; discuss with C. Delaney; approve scope for surface work and street lights and request more information for underground pond; receipt and review of C. Delaney's email regarding sign back of Offer for Unit 85 and comments made, etc.
09/24/2018	Colleen Delaney	Receive and forward Electra bill to new purchaser.
09/27/2018	Colleen Delaney	Call from S. Chau to discuss proposed sign back of Offer for Unit 11, Unit 85; request independent market information and a recommendation in writing.
09/28/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email to engineers re final work.
09/28/2018	Colleen Delaney	Email Masongsong for update and receive response re above ground work starting and quotes for pond expected shortly; approve invoices; update B. Tannenbaum on recent discussions re S. Chau on the expected sign back of the Offer on Unit 85.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 23, 2018  
 Invoice 44  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.90	\$ 550	\$ 1,045.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	9.00	\$ 395	3,555.00
<b>Total hours and professional fees</b>		<b>10.90</b>		\$ 4,600.00
HST @ 13%				598.00
<b>Total payable</b>				<b>\$ 5,198.00</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



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**RSM CANADA LIMITED**  
11 King St W, Suite 700, Box 27  
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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** November 28, 2018

**Client File** 300028  
**Invoice** 45  
**No.** 5531272

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to October 31, 2018.

Date	Professional	Description
10/01/2018	Bryan Tannenbaum	Receipt and review of L. Szabo email re status of final construction to get City of Markham to release letters of credit (“LCs”) /collateral, etc.; email to C. Delaney re sale of final commercial unit and her responding email received.
10/04/2018	Colleen Delaney	Emails from and calls with S. Chau re sign back offer for Unit 85/Suite A1; summarize status for B. Tannenbaum; call from TD Bank re status of outstanding LCs and to confirm balances held; follow up with Masongsong Associates Engineering Limited (“Masongsong”) re status of above ground remedial works and quotes for works required on underground pond; coordinate sign back of Offer.
10/04/2018	Bryan Tannenbaum	Discussion with C. Delaney re sign back of Unit 85 (Suite A1) and rationalize sale price; execute sign back; receipt and review of L. Szabo email re soil sampling reports.
10/09/2018	Colleen Delaney	Email from J. Salmon regarding lien arrears, research and respond; email from S. Rappos of Chaitons LLP re status of Unit 85 and respond; prepare working papers and file HST return for September, 2018.
10/10/2018	Colleen Delaney	Email from prospective purchaser of Unit 85 with questions and requests; research and respond re status of offer; emails from S. Chau.
10/11/2018	Colleen Delaney	Receive HST Notice of Assessment; email RSM Tax to prepare T2 for 2017; email L. Szabo regarding status of above ground works and quotes for the pond.
10/12/2018	Gurpreet Tamber	Enter 2016 tax information into Tax Prep; prepare 2017 T2 return.
10/12/2018	Colleen Delaney	Email from S. Chau regarding prospective buyer (Unit 85) is not signing back; call from RSM Tax to confirm that T2 for 2017 is ready for review; call from

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

November 28, 2018

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Date	Professional	Description
		S. Chau re offer status and discuss next steps re marketing; receive and review 2017 T2 prepared by RSM Tax.
10/12/2018	Bryan Tannenbaum	Receipt and review of email that offer from Unit 85 not being signed back; receipt and review of engineers email regarding silt in tank, etc.
10/15/2018	Colleen Delaney	Finalize and sign T2 for 2017; email from YRSCC 1228 Condo Corp; discussion with B. Tannenbaum re upcoming bond release.
10/15/2018	Gurpreet Tamber	Respond to C. Delaney's questions.
10/16/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email re Tarion bond reduction; print and sign letter to Tarion to request same.
10/16/2018	Colleen Delaney	Email DUKA regarding cheque; approve invoices for payment; draft letter to Tarion to release \$20,000 from bond amount re Suite 1527; update outstanding list.
10/22/2018	Bryan Tannenbaum	Receipt and review of Tarion email regarding bond reduction to \$20K.
10/22/2018	Colleen Delaney	Call J. Baird of Masongsong for update on status of above ground works and quotes for pond cleaning; receive Notice from Tarion re bond reduced to \$20,000; discuss with B. Tannenbaum re last reduction to be processed November 15, 2018 after which the remaining \$60,000 cash collateral will be requested from Harris Sheaffer LLP; review and approve billing for September, 2018.
10/24/2018	Colleen Delaney	Email from Westmount Guarantee and respond.
10/25/2018	Colleen Delaney	Email with Masongsong; receive request from Westmount Guarantee, respond and forward to B. Tannenbaum.
10/29/2018	Colleen Delaney	Email instructions for entries for \$3,800 condo fee arrears cheque; email J. Salmon and J. Chan with status update.
10/30/2018	Bryan Tannenbaum	Receipt and review C. Delaney email to J. Baird re pond status update; email from J. Baird and reply sent to send to me; execute Tarion bond rider no. 007 for reduction of bond from \$40K to \$20K.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 28, 2018  
 Invoice 45  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.50	\$ 550	\$ 1,375.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	6.60	\$ 395	2,607.00
Gurpreet Tamber	Tax Associate	0.60	\$ 290	174.00
<b>Total hours and professional fees</b>		<b>9.70</b>		\$ 4,156.00
HST @ 13%				540.28
<b>Total payable</b>				<b>\$ 4,696.28</b>

PAYMENT BY VISA / MC ACCEPTED

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 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** January 8, 2019

**Client File** 300028  
**Invoice** 46  
**No.** 5555863

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to November 30, 2018.

Date	Professional	Description
11/19/2018	Colleen Delaney	Call from TD Bank regarding status of Letters of Credit; email J. Baird of Masongsong Associates Engineering Limited enquiring as to status of remaining works and certifications to enable remaining Letters of Credit to be cancelled; review and approve invoices; draft letter to Tarion to reduce bond by a further \$20,000, resulting in termination of bond and release of cash collateral of \$60,000, related to warranty expiry on Unit 117; prepare and file HST return; review Notice of Assessment received from Canada Revenue Agency.
11/19/2018	Bryan Tannenbaum	Discuss with C. Delaney the Tarion letter to retrieve final bond; sign letter to Tarion re same.
11/20/2018	Bryan Tannenbaum	Receipt and review of Tarion email re bond sent to security group.
11/21/2018	Bryan Tannenbaum	Approve cheque to Lash Condo and discuss reason for payment with C. Delaney.
11/22/2018	Colleen Delaney	Call with J. Baird for a status update; email response to TD (re status of works covered by letters of credit); discuss funds at Harris Sheaffer with B. Tannenbaum.
11/23/2018	Colleen Delaney	Email Tarion report in support of trust funds to be paid to Trustee; email from Westmount to confirm bond reduction and instructions to Harris Sheaffer to pay Trustee the balance of all funds less any fees.
11/23/2018	Bryan Tannenbaum	Email to Tarion for Harris Sheaffer interest calculation.
11/26/2018	Colleen Delaney	Attend to file administration.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
11/27/2018	Bryan Tannenbaum	Receipt and review of Tarion email re bond release accounting from Harris Sheaffer and email confirming our request for same; telephone call from G. Harris re same and clarification.
11/27/2018	Colleen Delaney	Forward PowerStream bill to lawyer for buyer of Unit 1069; emails from Tarion and Westmount to confirm that the Tarion bond has been eliminated.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

January 8, 2019  
Invoice 46  
Page 3

**FEE SUMMARY**

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.90	\$ 550	\$ 495.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	2.30	\$ 395	908.50
<b>Total hours and professional fees</b>		<u><b>3.20</b></u>		\$ 1,403.50
HST @ 13%				182.46
<b>Total payable</b>				<b>\$ 1,585.96</b>

PAYMENT BY VISA / MC ACCEPTED

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WIRE PAYMENT DETAILS

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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** January 17, 2019

**Client File** 300028  
**Invoice** 47  
**No.** 5561404

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to December 31, 2018.

Date	Professional	Description
12/04/2018	Colleen Delaney	Prepare and file HST return for November 2018; research and respond to request re payment of lien arrears for Unit 319.
12/06/2018	Colleen Delaney	Follow up with G. Harris of Harris Sheaffer LLP as to the status of final cash collateral payment (from trust account) to the Trustee.
12/10/2018	Colleen Delaney	Review and approve billing for November, 2018; respond to enquiry from DUKA Management regarding validity of warranties applicable to the expansion joints and research.
12/11/2018	Bryan Tannenbaum	Receipt and review of C. Delaney email regarding Condo Corp request for information on warranty on expansion joints and who to contact; discuss same with C. Delaney.
12/11/2018	Colleen Delaney	Review invoice from YRSCC 1228 re condo fees for November/December 2018 and respond with corrections required; approve and pay invoices; direct U. Emad regarding contact Canada Revenue Agency (“CRA”) HST to advise that HST refunds should be released as the T2 was filed in October 2018; follow up email from YRSCC 1228 requesting that Trustee provide details of contractor who performed expansion joint work so they can follow up with them regarding warranties.
12/12/2018	Usama Emad	Called CRA to follow up on HST refund as the corporate taxes were filed in October 2018 and the refund has not been received.
12/12/2018	Colleen Delaney	Response from CRA HST that HST refunds are being released as receipt of T2 has been processed; research and respond to request from property manager for YRSCC 1228 regarding contact details of contractor who performed expansion joint work.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
12/13/2018	Usama Emad	Reconcile amount of condo fee lien arrears owing on units sold (360 and 361) and confirm amounts to be paid in accordance with Court Order.
12/13/2018	Colleen Delaney	Research property manager for YRSCC 1228's claim that cheque 350 (lien arrears for Unit 319) was not cashed and lien arrears were not paid for Units 360 and 361; confirm cheque 350 is still outstanding and will have stop payment issued; confirm that property manager had not sent us statements detailing accurate lien arrears owing as a result of a change of staff at the property manager's office; emails to confirm amounts owing.
12/17/2018	Colleen Delaney	Write BMO with request to stop payment on cheque 350 to YRSCC 1228, which may have been lost in the mail; review documents with calculation of condo fees lien arrears; prepare supporting documents and cheque requisition for Units 360 and 361; email J. Baird of Masongsong Associates Engineering Limited requesting an update on the status of the quotes for the pond clean-out and when this work is expected to be completed, noting that LCs expire early in 2019.
12/18/2018	Colleen Delaney	Email from BMO confirming stop payment issued on cheque 350 and coordinate processing; re-issue cheque to YRSCC 1228; letter to YRSCC 1228 re cheques issued for liens re condo fee arrears on Units 319, 360 and 361; email YRSCC 1228 to confirm receipt of cheques and letter.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

**FEE SUMMARY**

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.20	\$ 550	\$ 110.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	5.50	\$ 395	2,172.50
Usama Emad, CPA	Senior Associate	1.50	\$ 195	292.50
<b>Total hours and professional fees</b>		<u><b>7.20</b></u>		\$ 2,575.00
HST @ 13%				334.75
<b>Total payable</b>				<b>\$ 2,909.75</b>

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WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** February 28, 2019

**Client File** 300028  
**Invoice** 48  
**No.** 5597303

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to January 31, 2019.

Date	Professional	Description
01/07/2019	Bryan Tannenbaum	Email from S. Chau of Century 21 re expired listing agreements and marketing suggestions; reply sent to C. Delaney re next steps.
01/07/2019	Colleen Delaney	Receive email from and call S. Chau to discuss next steps in marketing strategy given expiry of listing agreements; approve invoices; marketing email update to B. Tannenbaum.
01/08/2019	Colleen Delaney	Email J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) requesting an update as to the status of the quotes for the pond cleaning and when final inspections by the City of Markham were to occur (LC’s expire April 30, 2019); email G. Harris at Harris Sheaffer LLP requesting an update on the status of the payment of \$60,000 plus accrued interest to Trustee from trust funds; update outstanding list.
01/09/2019	Bryan Tannenbaum	Meeting with C. Delaney regarding the outstanding items including engineer’s and underground pond cleaning issue, proceeds from City of Markham LC reductions, Laurentian Bank of Canada fees, Aviva return of deposits of \$60K+, landowners refund, marketing update, sign listing agreements to continue sale of one commercial unit and 2 kiosks, discuss listing parking spots, reimbursement agreement, Loblaws/T&T payment.
01/09/2019	Colleen Delaney	Review updated listing agreements; update units available for sale schedule; approve invoices; status meeting with B. Tannenbaum; call S. Chau to discuss direct marketing strategy; send signed listing agreements to S. Chau; provide details for 5 parking units (legal descriptions, etc.) to S. Chau in order to list them on MLS also; call J. Baird regarding status of certifications with City of Markham and of pond clean out.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

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Date	Professional	Description
01/10/2019	Colleen Delaney	Approve invoices; emails.
01/11/2019	Colleen Delaney	Draft email update to MarshallZehr Group ("MZ"); review invoice regarding marketing brochures and plan and request changes therefor.
01/14/2019	Colleen Delaney	Call J. Baird for an update; respond to emails from B. Tannenbaum regarding reporting and R&D; approve invoices; review final cash collateral cheque (Tarion bond release) and related reports from Harris Sheaffer.
01/14/2019	Bryan Tannenbaum	Emails re Harris Sheaffer trust account and fees, etc., taken from the refundable amount.
01/15/2019	Colleen Delaney	Prepare working paper and file HST return for December 2018; review billing; emails to U. Emad.
01/16/2019	Bryan Tannenbaum	Meeting with C. Delaney to sign 5 parking space listing agreements, December invoice; review draft report to MZ; marketing efforts.
01/16/2019	Colleen Delaney	Print and review listing agreements for 5 parking units; arrange for 5 listing agreements to be signed and sent to S. Chau; review and approve property tax bill received from the City of Markham, noting one unit (178) was sold and bill to be forwarded to new owner; prepare letter to City of Markham to request they forward bill to new owner and attach Registry Form as proof; status meeting with B. Tannenbaum; finalize billings; draft email to MZ regarding status of the administration; update Statement of Receipts and Disbursements to January 16, 2019; review Ascend entries.
01/17/2019	Arif Dhanani	Attend to administrative matters.
01/17/2019	Colleen Delaney	Respond to inquiries from S. Chau regarding condo fee and property tax amounts for the 5 parking units to be listed; emails.
01/21/2019	Colleen Delaney	Review Ascend entries.
01/25/2019	Bryan Tannenbaum	Emails re status to J. Baird regarding final engineering work; receipt and review of C. Delaney email re email to J. Baird re pond quotes.
01/25/2019	Colleen Delaney	Review courier package from Masongsong requesting payment of bill from Ipoh Construction Ltd. (re final surface work required by City of Markham) and request for approval of additional work required on inspection by City of Markham; review request based on previous estimates, noting that quotes for pond clean out have not been sent as of yet; summary email to Masongsong to clarify status of all remaining amounts due to release letters of credit and timing thereof; follow-up with S. Chau on status of ad for upcoming seminar; tie trust funds received from Harris Sheaffer (final balance in trust account) for cash collateral held re Tarion bonds, into term deposit account report; update Statement of Receipts and Disbursements.
01/28/2019	Colleen Delaney	Call S. Chau regarding status of ad for the February 16, 2019 seminar; review bill forwarded by Masongsong; review and comment on changes required to ad for February 16, 2019 seminar.
01/29/2019	Colleen Delaney	Review revised advertisement for seminar, provide additional comments to S. Chau and ask her to confirm details regarding February 16, 2019 seminar.
01/30/2019	Bryan Tannenbaum	Receipt and review of various emails with Masongsong regarding letters of credit return, pond quotes, etc.
01/30/2019	Colleen Delaney	Approve invoices; call with J. Baird regarding quotes, inspections and next steps to obtain full release of remaining LCs from City of Markham; review Statutory Declaration requirements (for LC releases) and email J. Baird with

February 28, 2019  
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 Page 3

Date	Professional	Description
		question regarding outstanding information to complete; review three quotes for clean out of underground storm pond and respond to Masongsong with questions.
01/31/2019	Bryan Tannenbaum	Receipt and review of J. Baird email re cost of rectifying deficiencies; receipt and review of C. Delaney's response re pond clean out; receipt and review of J. Baird email re meeting with Viola to confirm quote/scope of work; discussion with C. Delaney re status.
01/31/2019	Colleen Delaney	Review and approval of final advertisement for February 16, 2019 seminar; approve invoices; email from J. Baird re summary of remaining works and pond quote status and respond.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

**FEE SUMMARY**

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.80	\$ 550	\$ 1,540.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	14.80	\$ 395	5,846.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Senior Manager	0.20	\$ 395	79.00
<b>Total hours and professional fees</b>		<u><b>17.80</b></u>		\$ 7,465.00
HST @ 13%				970.45
<b>Total payable</b>				<b>\$ 8,435.45</b>

PAYMENT BY VISA / MC ACCEPTED

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WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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**To** Jade-Kennedy Development Corporation  
 c/o RSM Canada Limited  
 11 King Street West, Suite 700  
 Toronto, ON M5H 4C7

**Date** March 12, 2019

**Client File** 300028  
**Invoice** 49  
**No.** 5604430

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to February 28, 2019.

Date	Professional	Description
02/05/2019	Colleen Delaney	Email J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) to follow up on meeting regarding recent quote for pond clean out and requesting information for completion of Statutory Declaration.
02/05/2019	Bryan Tannenbaum	Further email re pond cleaning to Masongsong from C. Delaney.
02/06/2019	Colleen Delaney	Update Statement of Receipts and Disbursements to February 5, 2019 and prepare Estimated Net Realizable Value for Am-Stat; draft email to send to Am-Stat.
02/06/2019	Bryan Tannenbaum	Receipt and review of S. Rappos of Chaitons LLP email for an update from Am-Stat; draft response and send to C. Delaney for input and finalization; receipt and review of S. Rappos email to Am-Stat re same; email from Am-Stat re estimated realizations.
02/07/2019	Colleen Delaney	Send draft Estimated Net Realizable Value to B. Tannenbaum and discuss same; sent Estimated Net Realizable Value to S. Rappos with explanation re opening balance; call from J. Baird regarding recommended quote for pond clean out and requirements for Statutory Declaration; review email from J. Baird and forward to B. Tannenbaum with recommendation/summary of remaining works and recommendation to accept quote; email to J. Baird to approve recommended quote and set out timeline for completing all remaining LC works by end of February/early March, 2019.
02/07/2019	Bryan Tannenbaum	Review statement of estimated realizations and discuss with C. Delaney; receipt and review of S. Rappos email to Am-Stat and their acknowledgment of receipt; receipt and review of J. Baird email re Veolia revised quote, recommendation and seeking our approval.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
02/08/2019	Colleen Delaney	Prepare and file HST return for January, 2019.
02/11/2019	Colleen Delaney	Discussion with B. Wong regarding ASCEND entries.
02/13/2019	Colleen Delaney	Attend to administrative matters; update allocation of property taxes and condo fees paid amongst units in each phase.
02/14/2019	Colleen Delaney	Email from Masongsong regarding Veolia quote and respond; respond to request for update from unsecured creditor (P. Lee).
02/15/2019	Colleen Delaney	Emails and calls with Veolia (contractor to do pond clean-out) regarding paperwork required to start the job on schedule; send detailed email and documents to Veolia's in-house counsel requesting he confirm that is sufficient; review email from S. Chau of Century 21 regarding canvassing conducted for the February 16, 2019 seminar.
02/19/2019	Colleen Delaney	Email S. Chau requesting a status report on the seminar held February 16, 2019 and receive response; call from Veolia regarding documentation; review revised quote (with changes requested by us processed) and sign back; email S. Rappos requesting he email Veolia's lawyer regarding request for credit information.
02/20/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email confirming Veolia to start work taking 6 days, etc.; discussion of same with C. Delaney.
02/20/2019	Colleen Delaney	Call and email Veolia to confirm documentation sufficient to firm up start date; email from S. Rappos to Veolia's counsel to confirm Trustee's position and no need for credit application; email from Veolia to confirm documentation sufficient to confirm start date; email draft Statutory Declaration to J. Baird and ask re next steps to complete; email from TD re bank and GIC balance (cash held as collateral for LCs).
02/26/2019	Colleen Delaney	Email Masongsong regarding details required for the Statutory Declaration; approve invoices; follow up on January 2019 condo fee cheque.
02/26/2019	Bryan Tannenbaum	Receipt and review of email to J. Baird re Statutory Declaration.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 12, 2019  
 Invoice 49  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.60	\$ 550	\$ 880.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	8.50	\$ 395	3,357.50
<b>Total hours and professional fees</b>		<b>10.10</b>		\$ 4,237.50
HST @ 13%				550.88
<b>Total payable</b>				<b>\$ 4,788.38</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date April 30, 2019

Client File 300028

Invoice 50

No. 5688668

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to March 31, 2019.

Date	Professional	Description
03/04/2019	Colleen Delaney	Approve invoices and request cheques; call from J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) to advise that cleaning of the storm tank has been completed and is being inspected and certified; email to TD Bank advising them that based on completion of final works and certifications underway, we should not require the letters of credit to be extended on April 30, 2019.
03/04/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to TD Bank re LC’s not to be renewed at April 30, 2019.
03/06/2019	Colleen Delaney	Review and edit billing to February 28, 2019; review letter received from Tarion re claim; prepare working papers and file HST return for February 2019; receive email from J. Baird with inspections/certification of the storm trap clean out and forward to B. Tannenbaum.
03/07/2019	Colleen Delaney	Approve invoices; receive invoice from Soil Engineers Ltd. and discuss with J. Baird; call and email from J. Baird to discuss City of Markham’s (“City”) comment that .3 meters of land had to be dealt with (refer to 6.10 of Construction Agreement) before letters of credit could be released; options are to wait 1 year for 10 year period to expire (March 2020) or determine if Nissan dealer has any interest in it; need to contact the City to confirm that they would agree to release if written request received from us.
03/08/2019	Colleen Delaney	Email B. Tannenbaum regarding City’s comments on .3 meters of land in Construction Agreement; email J. Baird requesting information on contact details for Nissan, noting that we want to write them regarding their position on the .3 meters of land.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
03/08/2019	Bryan Tannenbaum	Receipt and review of email from C. Delaney re a reserve piece of land (.3 meters) Nissan dealer (fronting Unity Gardens) could buy this land in order to access South Unionville Avenue in order to create an entrance for the dealership and transfer to the City by March 2020 or LC's not released, etc.; email to C. Delaney re same.
03/12/2019	Colleen Delaney	Call Manager of Nissan dealer on South Unionville Avenue, leaving message (re .3 meters of available land); return J. Baird's call and receive update that the City will allow us to hold .3 meters of land until March 2020 at which time it will be transferred; J. Baird to confirm with City engineering that they will allow LC's to be fully released.
03/13/2019	Colleen Delaney	Discuss .3 meter piece of land available on west side of Unity Gardens South with General Manager of Nissan dealer (owner of adjacent property that has the ability to acquire this until March 2020) inquiring as to whether Nissan has intent to acquire or sell all property to new owner within one year; email summary to Nissan GM; call from TSSA re elevator issue at residential tower and refer them to E. Huang at DUKA Property Management Ltd.; call from T. Masongsong and J. Baird to discuss options given .3 meters of land on reserve and T. Masongsong to call C. Conrad at City re next steps in order for Trustee to have LC's released.
03/14/2019	Colleen Delaney	Approve invoices, review Soil Engineer's Ltd. new invoice; general administration.
03/15/2019	Brenda Wong	Prepare letter to BMO to request stop payment on missing cheque.
03/19/2019	Colleen Delaney	Follow up with C. Miller at Nissan regarding the .3-meter reserve of land that is available; follow up with T. Masongsong with respect to the reserve land (Clause 6.10 of the Construction Agreement) and send him this clause; update Outstanding List.
03/20/2019	Colleen Delaney	Approve invoices.
03/21/2019	Bryan Tannenbaum	Email to C. Delaney re status of S. Chau's marketing efforts; receipt and review of C. Delaney's response.
03/21/2019	Colleen Delaney	Obtain marketing update from S. Chau and forward to B. Tannenbaum; call from C. Miller (GM at Nissan dealer) with questions on .3 meters of land held in reserve; send C. Miller Clause 6.10 of Construction Agreement as an excerpt and summarize status as advised by Masongsong, our engineering consultants along with the R plan; ask Nissan to confirm if they have any interest in acquiring this .3 meters of land; confirm HST cheques received for January and February 2019.
03/25/2019	Colleen Delaney	Update draft Statutory Declaration; request S. Rappos of Chaitons LLP to confirm no liens have been filed on PINS noted in Statutory Declaration; email draft Statutory Declaration to Masongsong and Chaitons for review; email GM at Nissan requesting a response on the .3-meter reserve land.
03/27/2019	Colleen Delaney	Email from the City's solicitor regarding status of .3-meter strip of reserve land and what is required to release LC's.
03/28/2019	Bryan Tannenbaum	Receipt and review of C. Delaney's email to J. Baird re release of remaining LC's.
03/28/2019	Colleen Delaney	Call from T. Masongsong to update on next steps required to release letters of credit given City's position on .3 meter strip of reserve land as per Clause 6.10 of the Construction Agreement between JKDC and the City; prepare summary

Date	Professional	Description
		email to send to T. Masongsong, B. Tannenbaum and S. Rappos; forward email response from City (confirming they agree with our summary) to B. Tannenbaum and S. Rappos.
03/29/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email re LC's and emails from City re dedication of land.
03/29/2019	Colleen Delaney	Emails with S. Rappos regarding City's requirement to convey .3 meter land reserve; prepare and file HST return for March 2019; review PowerStream billing; call from J. Baird re meeting with Veilia next week to review their final bill, meeting with City Council and review of draft Statutory Declaration sent by Trustee.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

April 30, 2019  
 Invoice 50  
 Page 4

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.10	\$ 550	\$ 605.00
Brenda Wong, CIRP, LIT	Senior Manager	0.10	\$ 395	39.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	9.40	\$ 395	3,713.00
<b>Total hours and professional fees</b>		<b>10.60</b>		\$ 4,357.50
HST @ 13%				566.48
<b>Total payable</b>				<b>\$ 4,923.98</b>

### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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**RSM CANADA LIMITED**  
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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** May 17, 2019

**Client File** 300028  
**Invoice** 51  
**No.** 5696288

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period to April 30, 2019.

Date	Professional	Description
04/01/2019	Colleen Delaney	Call with S. Rappos of Chaitons LLP to review request by City of Markham (“City”) to convey reserve land.
04/02/2019	Colleen Delaney	Email from S. Rappos with PIN searches related to .3 meter reserve land and instructions that the lien trustee will be required to attend in Court to obtain a Vesting Order in order to convey this land to the City; email S. Rappos to book Court date and confirm Court report timing.
04/03/2019	Colleen Delaney	Review website postings and add additional documents; confirm PINs searched by S. Rappos; emails; draft Twenty-Fourth Report to the Court.
04/04/2019	Colleen Delaney	Review and approve invoices; confirm transactions processed.
04/05/2019	Colleen Delaney	Review email from S. Rappos with results of PIN searches and to confirm that only Parts 11 and 13 of Plan 65R 31952 to be conveyed to the City; email J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) regarding Statutory Declaration and related PINs.
04/08/2019	Bryan Tannenbaum	Receipt and review of Twenty-Fourth Report to the Court and confirm acceptance to C. Delaney and S. Rappos; sign and send to Chaitons for service.
04/08/2019	Colleen Delaney	Emails with S. Rappos and City representatives regarding details of land conveyance with respect to the Trustee's Twenty-Fourth Report to the Court; email J. Baird requesting an update on the status of meeting with Veolia and next steps regarding the Statutory Declaration and Engineering's release of the remaining LCs; review revised Twenty-Fourth Report to the Court, send comments to S. Rappos, finalize and coordinate signing.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
04/09/2019	Colleen Delaney	Respond to email from S. Larkin of the City regarding status of land conveyance; email S. Chau requesting an update on the status of her marketing efforts.
04/11/2019	Colleen Delaney	Call from S. Chau with potential sale and discuss same; discuss Statutory Declaration requirements and final steps to release LCs with J. Baird; review Draft Order regarding April 12, 2019 Court hearing.
04/12/2019	Colleen Delaney	Review Vesting Order and Endorsement and coordinate posting of related documents on the Trustee's website; advise City of Vesting Order and that S. Rappos will complete transfer through Teraview on April 15, 2019.
04/15/2019	Bryan Tannenbaum	Receipt and review of Jade-Kennedy Order from S. Rappos to sign Trustee's certificate; sign and return to Chaitons.
04/16/2019	Bryan Tannenbaum	Various emails regarding registration of the conveyance and confirmation from Chaitons that information sent to the City yesterday.
04/16/2019	Colleen Delaney	Check website postings and add Trustee's Twenty-Fourth Report to the Court; follow up with S. Rappos regarding completion of transfer of .3 meters of land to the City; email City to confirm they do not need anything else from the Trustee to complete the land transfer; review and coordinate deposit of HST refund; review and edit billing to March 31, 2019.
04/17/2019	Colleen Delaney	Email from TD Bank inquiring as to the status of the LCs and forward to J. Baird for response; receive invoices.
04/18/2019	Colleen Delaney	Call from J. Baird regarding status of LCs (engineering approval pending), Veolia and Statutory Declaration.
04/22/2019	Colleen Delaney	Discussion with J. Baird and email a summary of outstanding items (including LC detail) to J. Baird; email from TD Bank advising of maturity notice on cash collateral (in support of LCs) investment; email B. Tannenbaum with a summary of investment to mature, LC status and how Trustee may need to ask for a short extension (of LC) to bridge any gap from April 30, 2019 to date City processes the final sign-off; approve invoices; email response to TD Bank.
04/23/2019	Colleen Delaney	Receive Vesting Order re transfer of .3 meters of land and forward to City representatives asking what else is required; email and call with J. Baird regarding remaining documentation to be completed prior to final LC release by the City.
04/24/2019	Colleen Delaney	Update call from J. Baird; call S. Larkin and speak to Carol Lomb (S. Larkin away); call J. Baird requesting names of persons at City in various departments who have yet to sign off (as requested by C. Lomb); summary email to City regarding next steps; call from J. Baird with comments on Statutory Declaration and Veolia payment status; email T. Masongsong re names of individuals from City yet to sign off; email to B. Tannenbaum and D. Weisz re status of LCs and steps required to obtain full release; call M. Francetto at TD Bank to advise that while we are close to having required signatures, etc., to obtain a release of LCs from the City, this may not happen by April 30, 2019 (LC expiry date); email summary of TD Bank's response (will not auto renew LCs and will await release of documents before releasing related cash collateral).
04/25/2019	Colleen Delaney	Call with A. Ip of Masongsong with an update on the status of the LC approvals; email M. Perry of the City summarizing the status of LC

Date	Professional	Description
		works/approvals and inquiring as to when the LCs could be expected to be released; email update to J. Baird.
04/30/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email re Statutory Declaration and Veolia needing to finalize invoice, etc.; responding email sent to C. Delaney re same; receipt and review of T. Masongsong email; email from the City re still awaiting sign off, etc.; email to Masongsong.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

May 17, 2019  
 Invoice 51  
 Page 4

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.30	\$ 550	\$ 715.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	13.10	\$ 395	5,174.50
<b>Total hours and professional fees</b>		<b>14.40</b>		\$ 5,889.50
HST @ 13%				765.64
<b>Total payable</b>				<b>\$ 6,655.14</b>

PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** July 23, 2019

**Client File** 300028  
**Invoice** 52  
**No.** 5739206

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation ("Jade-Kennedy" or "JKDC") for the period to May 31, 2019.

Date	Professional	Description
05/08/2019	Colleen Delaney	Emails; approve invoices for payment; prepare and file HST return for April, 2019; email follow-up with Masongsong Associates Engineering Limited ("Masongsong") regarding status of letters of credit release; call from insurance broker regarding renewal; email S. Chau requesting a written update on the status of the marketing campaign; emails with S. Rappos of Chaitons LLP regarding Tarion release documents.
05/09/2019	Colleen Delaney	Send Tarion release to S. Rappos.
05/10/2019	Colleen Delaney	Forward hydro disconnection notice (Unit 1069) to the Purchaser's lawyer and S. Chau.
05/13/2019	Colleen Delaney	Review Statement of Receipts and Disbursements; forward email from GM of Nissan dealer (re interest in acquiring strip of land) to T. Masongsong of Masongsong and B. Tannenbaum with my comments.
05/14/2019	Brenda Wong	Prepare receipts processing form to process maturity and re-investment of GIC on April 26, 2019.
05/14/2019	Colleen Delaney	Call T. Masongsong leaving message; email insurance company for a quote for commercial general liability coverage.
05/15/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email of May 13, 2019 re 0.3 meters of land rights and impacting release from the City of Markham ("City") of LC's; receipt and review of Masongsong response of May 13, 2019; discussions with C. Delaney re same and LC's and marketing; receipt and review of C. Delaney email to S. Chau re marketing status for remaining units.
05/15/2019	Colleen Delaney	Update meeting with B. Tannenbaum; review mail; property tax summary; call with T. Masongsong to discuss Nissan's inquiry re purchase 0.3 meter reserve

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		land and approach; follow up email to S. Chau re marketing update; email next steps re sale of reserve land to B. Tannenbaum; email C. Miller at Nissan with next steps to proceed with a sale of the right to cross the reserve land.
05/16/2019	Bryan Tannenbaum	Receipt and review of S. Chau email re marketing of the remaining units; email to C. Delaney re concerns; receipt and review of C. Delaney email to S. Chau; receipt and review of C. Delaney email regarding her conversation with T. Masongsong regarding the 0.3 meters of land.
05/21/2019	Colleen Delaney	Email response to MarshallZehr Group re insurance certificate status; confirm renewal in progress.
05/22/2019	Colleen Delaney	Update call with J. Baird of Masongsong.
05/24/2019	Colleen Delaney	Email from J. Baird to confirm that the City has assumed all remaining Letters of Credit and he will send me the final documents for us to sign off on; advise B. Tannenbaum of update.
05/24/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email attaching City sign off to release the LC's.
05/29/2019	Colleen Delaney	Update TD Bank regarding City has assumed letters of credit and approval to release cash collateral is expected shortly; call J. Baird leaving message regarding the last few documents required by the City.
05/31/2019	Colleen Delaney	Email Masongsong to follow-up on outstanding documentation required to receive cash collateral in support of letters of credit; response from J. Baird advising that we would receive the outstanding documentation on June 4 <sup>th</sup> .
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

July 23, 2019  
 Invoice 52  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.10	\$ 550	\$ 605.00
Brenda Wong, CIRP, LIT	Senior Manager	0.10	\$ 395	39.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	4.10	\$ 395	1,619.50
<b>Total hours and professional fees</b>		<b>5.30</b>		\$ 2,264.00
HST @ 13%				294.32
<b>Total payable</b>				<b>\$ 2,558.32</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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**RSM CANADA LIMITED**  
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Toronto, ON M5H 4C7

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** August 20, 2019

**Client File** 300028  
**Invoice** 53  
**No.** 5758518

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period June 1, 2019 to July 31, 2019.

Date	Professional	Description
06/04/2019	Colleen Delaney	Call from S. Brouwer of the City of Markham (“City”) advising of additional work required under landscape letter of credit; email from S. Brouwer re same and forward to J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) asking how this could be given that the City advised us (last week) that the letters of credit have been assumed already; approve invoices; draft letter to PowerStream re billing issue.
06/04/2019	Bryan Tannenbaum	Receipt and review of J. Baird email re City now saying that there are outstanding matters before LC's released; C. Delaney responses thereto.
06/05/2019	Colleen Delaney	Prepare and file HST return for May 2019.
06/06/2019	Colleen Delaney	Email TD Bank regarding status of GIC investment and receive response.
06/07/2019	Colleen Delaney	Respond to email from PBL Insurance regarding name for insurance certificates; email MarshallZehr Group Inc. (“MZ”) re insurance certificate is pending; receive email from Veolia regarding outstanding payment and forward to Masongsong requesting an explanation and update; call from J. Baird advising of proposed settlement to Veolia and next steps.
06/10/2019	Colleen Delaney	Review invoice from Masongsong, compare to Engagement Letter, billings to date and prepare list of questions; respond to email from Veolia re status of payment; email S. Chau requesting a marketing update together with her recommendations to sell the remaining units; approve invoices and coordinate cheques.
06/11/2019	Colleen Delaney	Receive review and send updated Insurance Certificate to MZ.
06/12/2019	Colleen Delaney	Email Masongsong with questions (request more detail, etc.) on recent bill given Engagement Letter and previous payments; review invoices from Ipoh

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		Construction - reconcile to quotes and request they revise name to RSM as Trustee; attend to file administration; approve invoices and coordinate cheques.
06/13/2019	Colleen Delaney	Receive email from J. Baird re Statutory Declaration, etc., and respond with follow-up questions.
06/14/2019	Bryan Tannenbaum	Review and sign cheques; email to realtor re status and question why units not sold; emails with C. Delaney re status; receipt and review of S. Chau email and respond thereto.
06/17/2019	Colleen Delaney	Email from RSM Tax to confirm they are preparing the T2 for 2018; follow-up call to J. Baird.
06/18/2019	Colleen Delaney	Reinvest term deposit and receive confirmation; review detailed email from J. Baird re next steps to finalize remaining bills, statutory declaration to receive letter of credit cash collateral; update outstanding list; call with B. Tannenbaum and respond to questions in J. Baird's email.
06/18/2019	Bryan Tannenbaum	Receipt and review of Masongsong email re invoices and statutory declaration; review C. Delaney's responses and discuss same with her.
06/19/2019	Gurpreet Tamber	Prepare T2 return.
06/20/2019	Colleen Delaney	Review invoices and coordinate cheques; emails/call with Masongsong; review T2 for 2018 and send comments to RSM Tax.
06/21/2019	Colleen Delaney	Receive HST refund and coordinate deposit.
06/24/2019	Gurpreet Tamber	Coordinated the e-filing process; assign a manager; discussion with G. Chan; sent final package to C. Delaney.
06/24/2019	Colleen Delaney	Review 2018 T2, discuss with RSM Tax, finalize and confirm e-filing of same; review 2019 insurance policy, sign and send Endorsements back to PBL Insurance; review 2019 final tax bills from the City or residential parking and other land areas; research roll numbers/PINS and draft a letter to Markham (with related back-up) regarding three separate billings that have either been sold, transferred or are not covered under the Trustee's court order; call Markham to confirm addressee for letter and to advise we are sending; receive final invoice from Veolia and email J. Baird requesting his written recommendation; review Ascend accounting; prepare cheque requisition for Veolia.
06/25/2019	Colleen Delaney	Call with J. Baird re status of Veolia invoice; review and provide comments on Masongsong's letter recommending payment of Veolia's invoice; confirm to J. Baird that Con Drain did not file a lien claim in the Jade-Kennedy court proceedings; review revised recommendation letter and coordinate preparation of cheque to Veolia.
06/26/2019	Colleen Delaney	Emails and calls regarding Veolia and Masongsong cheques to be picked up and draft receipt; call from T. Masongsong of Masongsong re status; review Statutory Declaration from J. Baird and respond with request to confirm Schedule A details; T. Masongsong confirmed Schedule A details; email S. Rappos of Chaitons LLP with proposed Statutory Declaration and other documents requesting that he confirm ok to sign re no outstanding liens or payments (this will release letters of credit and related cash collateral held at TD Bank).

Date	Professional	Description
06/27/2019	Colleen Delaney	Email from J. Baird asking whether the 0.3 meter strip of land conveyed to the City should be included in Schedule A of the Statutory Declaration; email question re Schedule A to S. Rappos; coordinate Veolia cheque and confirm that both the Masongsong and Veolia cheques were picked up.
06/28/2019	Gary Chan	2018 T2 review.
07/02/2019	Colleen Delaney	Review and approve PowerStream bills; email from S. Rappos with questions on draft Statutory Declaration, speak to J. Baird and email response to S. Rappos.
07/03/2019	Colleen Delaney	Review Ascend accounting; prepare and file HST return for June 2019; review email from S. Rappos re his review of Statutory Declaration noting that the lien for MJC Contracting (a lien claimant paid under the proceedings) needs to be removed and he has instructed their lawyer to do so; S. Rappos asked if Markham requires 0.3 meter strip of land recently conveyed to them to be added to Schedule A of Statutory Declaration.
07/04/2019	Colleen Delaney	Discussion re marketing strategy with S. Chau; review email from MZ and draft response, send to B. Tannenbaum; review email from S. Chau recommending next steps; receive revised insurance policy document from PBL Insurance.
07/08/2019	Colleen Delaney	Email S. Rappos with follow-up on Statutory Declaration - lien from MJC Contracting, tweak wording in paragraph 3, etc.; email Veolia requesting form of payment letter; summarize information on two remaining kiosks covered by MZ's mortgage; email S. Chau with follow up questions on her proposed change to marketing strategy; update Statement of Receipts and Disbursements and notes to June 30, 2019 and allocate across phases; email TD Bank requesting updated term deposit and cash balances (re LC cash collateral held).
07/08/2019	Bryan Tannenbaum	Receipt and review of email to S. Chau re remaining kiosk and unit sale; discuss same with C. Delaney.
07/09/2019	Colleen Delaney	Approve invoices and coordinate cheques; update R&D; call S. Chau to follow-up on outstanding questions; email from S. Chau and revise response to MZ for review with B. Tannenbaum.
07/10/2019	Colleen Delaney	Revise status update summary email to MZ based on comments from B. Tannenbaum and send out with attachments; file reports on shared drive; follow up with Veolia regarding status of payment letter; call from B. Hung (City of Markham property tax department) confirming that he received our letter (re no taxes owing on certain roll numbers due to sales, etc.) and agrees with it; request B. Hung to send email confirmation of same.
07/10/2019	Bryan Tannenbaum	Review draft email to MZ re status; emails with C. Delaney re same.
07/11/2019	Colleen Delaney	Receive and save Statutory Declaration letter from Veolia; send Statutory Declaration and related payment letters to S. Rappos and request that he review and we finalize; email J. Baird regarding status.
07/11/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to Chaitons re wording of Statutory Declaration for release of LC's by the City.
07/12/2019	Colleen Delaney	Finalize Statutory Declaration with S. Rappos and email final to B. Tannenbaum for execution noting J. Baird will submit the package to the City's legal department.
07/15/2019	Bryan Tannenbaum	Commission Statutory Declaration and forward to C. Delaney.

Date	Professional	Description
07/16/2019	Colleen Delaney	Email from and call with J. Baird regarding property registration to be attached to Schedule A of Statutory Declaration; email S. Rappos to follow up on MJC Construction lien (is it removed as yet).
07/17/2019	Colleen Delaney	Approve invoices and coordinate cheques; speak to J. Baird to confirm that the Statutory Declaration package has been submitted to the City; confirm Ascend entries processed.
07/18/2019	Colleen Delaney	Confirm HST refund from Canada Revenue Agency is correct and advise B. Tannenbaum.
07/24/2019	Colleen Delaney	Draft status report update for Am-Stat including Statement of Receipts and Disbursements to June 30, 2019; follow up with S. Rappos on Landowners' refund, etc.; send draft report to S. Rappos.
07/25/2019	Bryan Tannenbaum	Emails re information to be sent to Am-Stat; receipt and review of S. Rappos email to Am-Stat; receipt and review of S. Rappos email to SCS Consulting re timing of cost sharing refund.
07/25/2019	Colleen Delaney	Emails from S. Rappos regarding his follow-up on the Landowners' refund and the summary email he sent to Meretsky regarding Am-Stat's position.
07/31/2019	Colleen Delaney	Prepare working paper and file HST return for July 2019; email J. Baird to follow up on status of Statutory Declaration filed with the City on July 16, 2019.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

August 20, 2019  
 Invoice 53  
 Page 5

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.60	\$ 550	\$ 1,430.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	24.90	\$ 395	9,835.50
Gary Chan	Tax Manager	0.50	\$ 450	225.00
Gurpreet Tamber	Senior Associate	0.40	\$ 290	116.00
<b>Total hours and professional fees</b>		<b>28.40</b>		\$ 11,606.50
HST @ 13%				1,508.85
<b>Total payable</b>				<b>\$ 13,115.35</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**RSM CANADA LIMITED**  
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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** October 13, 2019

**Client File** 300028  
**Invoice** 54  
**No.** 5793773

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period August 1, 2019 to August 31, 2019.

Date	Professional	Description
08/01/2019	Colleen Delaney	Review offer received for Unit 85, call realtor to discuss terms and ask questions regarding type of operations planned; prepare a summary recommendation (re sign back) to B. Tannenbaum and D. Weisz.
08/02/2019	Colleen Delaney	Emails regarding offer sign back on Unit 85 and commission rates related thereto.
08/06/2019	Daniel Weisz	Review and sign agreement of purchase and sale re Unit 85 Suite A1 and exchange emails with C. Delaney regarding same.
08/06/2019	Colleen Delaney	Mark-up offer for Unit 85 for sign back and respond to queries from D. Weisz; call from H. Fung (property manager for YRSCC 1228) advising that YRSCC 1228 would like to submit offers for the remaining units; email H. Fung with a summary of what units are available, etc., and direct him to realtor (S. Chau); call from S. Chau summarizing discussion with H. Fung; review and send offer sign back on Unit 85 to S. Chau; send a summary email to YRSCC 1265 (residential property manager) asking if they have any interest in the remaining parking units (these can only be sold to one of the condo corporations or to an owner of a unit).
08/07/2019	Colleen Delaney	Call and emails with S. Chau regarding sign back of offer on Unit 85.
08/08/2019	Daniel Weisz	Review status of offer and discussion with C. Delaney on same.
08/08/2019	Colleen Delaney	Review revised offer and email S. Chau with follow up questions; discussions with S. Chau and email recommendations to B. Tannenbaum.
08/09/2019	Colleen Delaney	Receive and review buyer sign back on Unit 85.
08/12/2019	Colleen Delaney	Attend to file administration.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
08/13/2019	Daniel Weisz	Review and sign updated agreement of purchase and sale and discussion with C. Delaney on same.
08/13/2019	Colleen Delaney	Send final agreement of purchase and sale to S. Chau; email S. Rappos of Chaitons LLP to request a court date in early September 2019; respond to email from YRSCC 1265 regarding potential interest in parking units; call/email from S. Chau re bank draft and acceptance date of August 13, 2019; email accepted offer to Harris Sheaffer and Chaitons.
08/14/2019	Colleen Delaney	Confirm receipt of \$15,000 deposit for the sale of Unit 85 and prepare Ascend documentation; draft court report for the sale of Unit 85 and email S. Chau (realtor) with questions; send draft report to S. Rappos for review.
08/15/2019	Colleen Delaney	Responses from S. Chau regarding listing prices; research and draft response to Harris Sheaffer re property tax and condo fee information; review S. Rappos' comments on the Twenty-Fifth Report to the Court and respond; email YRSCC 1228 requesting a schedule detailing the condo fee arrears for Unit 85 subject to a lien in the amount of \$1,933.
08/16/2019	Colleen Delaney	Send proof of payment of property taxes for Unit 85 to Harris Sheaffer; contact City of Markham to confirm when 2019 Final Property Tax bill will be received (mid-September) and advise Harris Sheaffer of same.
08/18/2019	Bryan Tannenbaum	Review of emails, including receipt and review of C. Delaney email re offer for last commercial unit; various emails re sign back details; email to Masongsong Associates Engineering Limited ("Masongsong") on status of refunds from City of Markham; review revised sign back of commercial unit at \$150K.
08/19/2019	Bryan Tannenbaum	Email to C. Delaney re property tax bill sent to Harris Sheaffer; receipt and review of C. Delaney email to TD Bank re engineering reports this week.
08/19/2019	Colleen Delaney	Call from J. Baird of Masongsong with an update regarding a call he received from City of Markham legal department regarding the status of the letters of credit to be released; respond to email from TD Bank as to the status of the outstanding letters of credit; respond to email regarding final tax bill for Unit 85; review Alectra bill and confirm it is for a unit that was already sold by the Trustee; review schedule of lien for condo fees re Unit 85 (sent by YRSCC 1228) and email them with questions; approve invoices and issue cheques.
08/20/2019	Colleen Delaney	Review email from YRSCC 1228 with lien arrears support; confirm lien valid for 3 months prior to registration and all months after; review Statement of Adjustments for Unit 85, approve and send back to K. McNeill of Harris Sheaffer to finalize.
08/21/2019	Colleen Delaney	Emails with YRSCC 1228 re condo fees.
08/22/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to TD Bank advising that City of Markham legal department is forwarding the paperwork to release the LC's; discussions with C. Delaney re finalization.
08/22/2019	Colleen Delaney	Emails with YRSCC 1228 regarding condo fees outstanding; call and email from J. Baird advising that the City of Markham's legal department has sent instructions to release the letters of credit to TD Bank; receive email from City of Markham confirming the release of the letters of credit and send an email to TD Bank advising of same.
08/23/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to TD Bank re confirming letter from City of Markham for release of all LC's.

Date	Professional	Description
08/23/2019	Colleen Delaney	Call M. Perry (City of Markham legal department) to confirm that all remaining letters of credit are being released and to obtain details of which department at TD Bank is releasing to enable the Trustee to follow up directly; email S. Rappos regarding the status of the Twenty-Fifth Report to the Court; review Outstanding Items list; email from S. Chau regarding status of offers for parking and kiosk units (last units available for sale).
08/26/2019	Colleen Delaney	Email from TD Bank to advise they are following up with their letter of credit department and will notify us as soon as funds are available and will provide a detailed accounting of same; confirm final signed version of the Twenty-Fifth Report to the Court.
08/26/2019	Bryan Tannenbaum	Review and approve the Twenty-Fifth Report to the Court and send to Chaitons; receipt and review of TD Bank email re release of term deposits.
08/28/2019	Colleen Delaney	Review draft Order regarding approval of the sale of Unit 85.
08/29/2019	Colleen Delaney	Respond to email from S. Rappos re inquiry received as to the status of the sale of the remaining residential parking unit.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 3, 2019  
 Invoice 54  
 Page 4

## FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.10	\$ 550	\$ 1,155.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.90	\$ 525	997.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	12.10	\$ 395	4,779.50
<b>Total hours and professional fees</b>		<b>16.10</b>		\$ 6,932.00
HST @ 13%				901.16
<b>Total payable</b>				<b>\$ 7,833.16</b>

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

#### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** October 31, 2019

**Client File** 300028  
**Invoice** 55  
**No.** 5825605

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period September 1, 2019 to September 30, 2019.

Date	Professional	Description
09/03/2019	Colleen Delaney	Investigate payment made to Alectra re Unit 85 and determine they misallocated it as a payment on Unit 1069 (was sold in February 2018); write Alectra with back-up and ask that they re-apply the payment; email the buyer/lawyer/realtor for Unit 1069 (again) advising that Alectra is going to cut off the power if they don't pay the arrears; prepare working papers and file the HST return for August, 2019; email parties who previously expressed an interest in buying a parking unit to determine if they are still interested; email J. Baird of Masongsong Associates Engineering Limited to follow up on the Trustee's entitlement to a reimbursement for trees under the Reimbursement Agreement; email S. Chau (realtor) for an update on offers for the remaining units; receive and summarize offers; email TD Bank asking as to the status of the cancellation of the remaining LC's.
09/04/2019	Colleen Delaney	Detailed review of offers received for the remaining 7 units available for sale; summarize comments on each offer in an email to S. Chau; respond to email from party interested in a parking unit.
09/05/2019	Colleen Delaney	Responses to emails regarding utility bills.
09/06/2019	Colleen Delaney	Review final 2019 property tax bills received for the remaining commercial units; forward final tax bill for Unit 85 to Harris Sheaffer LLP (“HS”) for update to Statement of Adjustments (unit to close September 16, 2019); status update meeting with B. Tannenbaum; approve invoices and issue cheques; email City of Markham regarding taxes not owing on Units 40 and 149 and to advise that Unit 85 has sold pending court approval; email from TD Bank advising that one small letter of credit (\$23,990) was not cancelled by the City of Markham and

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		asking us to follow up; email J. Baird asking as to why this last LC was not cancelled with all of the others and what the next steps are.
09/06/2019	Bryan Tannenbaum	Receipt and review of final property tax for Unit 85 and emails with HS; meeting with C. Delaney re sale of Unit 85, LC's with TD Bank now to be released as City has provided approvals, 5 remaining parking units and 2 kiosks, offers pending; receipt and review of TD Bank email re one LC release authorization missing.
09/09/2019	Colleen Delaney	Confirm HST refund and prepare ASCEND entry.
09/10/2019	Colleen Delaney	Receive confirmation of court approval of Unit 85; save court documentation on file and coordinate posting to the Trustee's website.
09/11/2019	Bryan Tannenbaum	Receipt and review of HS email re Trustee Certificate for Unit 85; discuss with C. Delaney; execute and return to HS.
09/11/2019	Colleen Delaney	Call with J. Baird regarding letters of credit; confirm website postings regarding September 10, 2019 approval; status update call with B. Tannenbaum.
09/12/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to TD Bank re release of LC's.
09/12/2019	Colleen Delaney	Call and emails with TD Bank regarding release of letters of credit.
09/13/2019	Colleen Delaney	Receive and review cancelled LC's from TD Bank and related cash collateral deposited into the Trustee's bank account; email TD Bank requesting a breakdown of the interest and fees that are built into the balance; update Outstanding List and email S. Rappos of Chaitons LLP for an update; email J. Baird requesting documentation for the final LC still outstanding in the amount of \$23,990; call and email with S. Chau regarding status of offers on 7 units; discussions with B. Tannenbaum.
09/14/2019	Colleen Delaney	Review email from TD Bank with term deposit and interest information re LC's released and request further details (online statements not available) to reconcile to Trustee's records; review and edit billing for August, 2019.
09/16/2019	Colleen Delaney	Call S. Chau to discuss her proposed sign back of offers from YRSCC 1228 and ask for her to respond to questions raised in the Trustee's email to her re same; review S. Chau's email response and reply; email from K. McNeill of HS and S. Rappos regarding the status of condo arrears for Unit 85 scheduled to close today and respond.
09/17/2019	Colleen Delaney	Confirm receipt of closing funds for Unit 85 and prepare ASCEND documents to record; approve HS legal bill and coordinate payment; confirm that key will be handed over by S. Chau; respond to email from unsecured creditor regarding the status of the administration; email J. Baird inquiring as to the status of the last remaining letter of credit balance of \$23,990.
09/24/2019	Colleen Delaney	Prepare commission cheque to Century 21; contact S. Chau re status of offers for remaining parking and kiosk units.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 31, 2019  
 Invoice 55  
 Page 3

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.00	\$ 550	\$ 1,100.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	11.00	\$ 395	4,345.00
<b>Total hours and professional fees</b>		<b>13.00</b>		\$ 5,445.00
HST @ 13%				707.85
<b>Total payable</b>				<b>\$ 6,152.85</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** January 6, 2020

**Client File** 300028  
**Invoice** 56  
**No.** 5866552

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period October 1, 2019 to October 31, 2019.

Date	Professional	Description
10/01/2019	Colleen Delaney	Call from S. Chau (realtor) regarding the status of the offers for remaining 7 units; review and mark-up 7 offers for sign back; approve invoices and issue cheques.
10/02/2019	Arif Dhanani	Attend to file administration.
10/02/2019	Bryan Tannenbaum	Execute offers for kiosks and parking spots.
10/02/2019	Colleen Delaney	Discuss with B. Tannenbaum sign back of offers received on 7 remaining units (2 kiosks and 5 parking), finalize and email sign backs to S. Chau.
10/03/2019	Colleen Delaney	Prepare and file HST return for September 2019; discuss TD Bank reconciliation with A. Baptiste; email TD Bank with request for copy of bank statement.
10/07/2019	Colleen Delaney	Call from Canada Revenue Agency with question on September 2019 HST return; email from TD Bank regarding bank statement for September 2019.
10/15/2019	Colleen Delaney	Discussion with B. Tannenbaum and email TD Bank regarding investing cash in a cashable term deposit.
10/17/2019	Colleen Delaney	Confirm term deposit investment with TD Bank.
10/17/2019	Bryan Tannenbaum	Receipt and review of GIC documentation; sign and send to C. Delaney for TD Bank.
10/21/2019	Colleen Delaney	Confirm HST deposit for September and coordinate deposit.
10/30/2019	Colleen Delaney	Receive confirmation re term deposit for \$925k at TD Bank and prepare entry; email S. Chau re status of remaining units available for sale.
10/31/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to realtor re sales status.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 6, 2020  
 Invoice 56  
 Page 2

Date	Professional	Description
10/31/2019	Colleen Delaney	Attend to file administration.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.60	\$ 550	\$ 330.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.30	\$ 395	118.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	3.10	\$ 395	1,224.50
<b>Total hours and professional fees</b>		<b>4.00</b>		\$ 1,673.00
HST @ 13%				217.49
<b>Total payable</b>				<b>\$ 1,890.49</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date January 6, 2020

Client File 300028  
Invoice 57  
No. 5866570

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period November 1, 2019 to November 30, 2019.

Date	Professional	Description
11/05/2019	Colleen Delaney	Review structural deficiency warranty claim from Tarion and forward to S. Rappos of Chaitons LLP for response; discuss same with B. Tannenbaum.
11/06/2019	Bryan Tannenbaum	Review various emails regarding structural deficiency claim from a homeowner; emails to S. Rappos re same.
11/06/2019	Colleen Delaney	Prepare working papers and file HST return; approve invoices for condo fees and condo fee arrears for Unit 85/Level A and request cheques; research and respond to S. Rappos enquiry re structural defects as defined by Tarion.
11/07/2019	Bryan Tannenbaum	Receipt and review of emails between C. Delaney and Harris Sheaffer LLP (“HS”) re water leak claim.
11/07/2019	Colleen Delaney	Approve invoice and coordinate cheque; forward Tarion structural deficiency claim to M. Karoly of HS; respond to query from A. Baptiste re interest earned on term deposit # 4; respond to enquiry from M. Karoly regarding details on the structural deficiency claim.
11/08/2019	Colleen Delaney	Review response from M. Karoly and review next steps.
11/12/2019	Bryan Tannenbaum	Review emails re final letter of credit (“LC”) from the City of Markham.
11/12/2019	Colleen Delaney	Call to Tarion regarding structural deficiency claim; email J. Baird of Masongsong Associates Engineering Limited (“Masongsong”) re status of last remaining LC; prepare outstanding items memo; approve invoices; call City of Markham re outstanding LC balance and summarize in an email to B. Tannenbaum.
11/13/2019	Colleen Delaney	Receive return call from Tarion and email from Tarion technical assistance confirming that the water damage claimed in the structural deficiency claim is

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 6, 2020  
 Invoice 57  
 Page 2

Date	Professional	Description
		covered under the common element warranty that expired in 2016 and is not a structural deficiency claim; email from Tarion senior warranty representative; update B. Tannenbaum, M. Karoly and S. Rappos.
11/14/2019	Colleen Delaney	Update statement of receipts and disbursements; update outstanding items list.
11/14/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email re Tarion water leak not warranted.
11/15/2019	Colleen Delaney	Correspondence to BMO to invest funds in a term deposit; confirm and record entry for term deposit; email Masongsong re status of LC balance.
11/19/2019	Bryan Tannenbaum	Email to J. Baird re status of last LC; receipt and review of J. Baird email.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.00	\$ 550	\$ 550.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	3.50	\$ 395	1,382.50
<b>Total hours and professional fees</b>		<b>4.50</b>		\$ 1,932.50
HST @ 13%				251.23
<b>Total payable</b>				<b>\$ 2,183.73</b>

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

#### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** January 13, 2020

**Client File** 300028  
**Invoice** 58  
**No.** 5870858

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period December 1, 2019 to December 31, 2019.

Date	Professional	Description
12/12/2019	Colleen Delaney	Prepare and file HST return.
12/13/2019	Colleen Delaney	Research and locate emails regarding final street tree inspections and forward to Masongsong Associates Engineering Limited (“Masongsong”) for comment.
12/16/2019	Bryan Tannenbaum	Receipt and review of C. Delaney email to J. Baird of Masongsong re status of release of last letter of credit (“LC”).
12/16/2019	Colleen Delaney	Call from TD Bank regarding LC balance; review N. Miele of MHBC Planning Urban Design & Landscape Architecture (“MHBC”) invoices and check last payment made to MHBC; call and email J. Baird with TD Bank's request re outstanding LC.
12/17/2019	Bryan Tannenbaum	Receipt and review of email from T. Masongsong re delay in release of final LC; discuss with C. Delaney.
12/18/2019	Bryan Tannenbaum	Receipt and review of email to S. Chau (realtor) re status.
12/18/2019	Colleen Delaney	Email S. Chau requesting marketing update and noting upcoming expiry of Listing Agreements.
12/19/2019	Bryan Tannenbaum	Receipt and review of S. Chau response re listings.
12/19/2019	Colleen Delaney	Call from J. Baird with update on the remaining LC; approve invoices and coordinate cheques; email from TD Bank re LC and forward to J. Baird.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 13, 2020  
 Invoice 58  
 Page 2

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.40	\$ 550	\$ 220.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.70	\$ 395	671.50
<b>Total hours and professional fees</b>		<b>2.10</b>		\$ 891.50
HST @ 13%				115.90
<b>Total payable</b>				<b>\$ 1,007.40</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

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To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date February 27, 2020

Client File 300028  
Invoice 59  
No. 5910902

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period January 1, 2020 to January 31, 2020.

Date	Professional	Description
01/06/2020	Colleen Delaney	Approve invoices; review S. Chau (realtor) email.
01/13/2020	Colleen Delaney	Summarize status of remaining units available for sale and discuss strategy with S. Chau; prepare and file HST return for December 2019; review December 2019 invoice; review mail; email J. Baird of Masongsong Associates Engineering Limited re status of N. Miele of MHBC Planning Urban Design & Landscape Architecture - documents to be provided.
01/14/2020	Colleen Delaney	Review email from S. Chau and call to discuss details; email summary and call with B. Tannenbaum to discuss next steps re units available for sale; email S. Chau to agree to new listing terms; respond to S. Rappos of Chaitons LLP re status of remaining units available for sale.
01/14/2020	Bryan Tannenbaum	Receipt and review of S. Chau email re sale of remaining units; email from C. Delaney re same; telephone call with C. Delaney to discuss S. Chau email/proposal.
01/20/2020	Bryan Tannenbaum	Execute MLS agreements with C. Delaney.
01/20/2020	Colleen Delaney	Review and coordinate payment of 2020 interim property tax bills to City of Markham; follow up with S. Chau regarding status of listing agreements; review listing agreements with B. Tannenbaum, send to S. Chau and save on shared drive.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

February 27, 2020  
 Invoice 59  
 Page 2

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.60	\$ 550	\$ 330.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	3.60	\$ 395	1,422.00
<b>Total hours and professional fees</b>		<b>4.20</b>		\$ 1,752.00
HST @ 13%				227.76
<b>Total payable</b>				<b>\$ 1,979.76</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** March 27, 2020

**Client File** 300028  
**Invoice** 60  
**No.** 5939181

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period February 1, 2020 to February 29, 2020.

Date	Professional	Description
02/13/2020	Bryan Tannenbaum	Receipt and review of S. Rappos of Chaitons LLP email re Am-Stat (Meretsky) requesting update; receipt and review of C. Delaney email re offer for parking unit 179 and sign back at \$10K; receipt and review of updated R&D and Am-Stat position.
02/13/2020	Colleen Delaney	Call J. Baird of Masongsong Associates Engineering Limited for update on the last LC balance (leaving message); call S. Chau (realtor) with questions on offer received for parking Unit 179; send recommendation re sign back to B. Tannenbaum and receive approval to sign back at higher price; update Statement of Receipts and Disbursements to February 13, 2020, allocating by phase to determine net estimated proceeds available for MarshallZehr and Am-Stat; send email summary re allocation of proceeds to B. Tannenbaum; return call to TD Bank with an update on the expected final LC release date.
02/14/2020	Bryan Tannenbaum	Sign back offer for parking unit179.
02/14/2020	Colleen Delaney	Call from J. Baird.
02/18/2020	Bryan Tannenbaum	Receipt and review of email re accepted offer for parking unit 179.
02/18/2020	Colleen Delaney	Call S. Chau to confirm that Purchaser owns a Jade-Kennedy unit; review changes to offer, coordinate sign back and send to S. Rappos; update Outstanding Items list and list of Units Available for Sale.
02/19/2020	Bryan Tannenbaum	Meeting with C. Delaney to review the accounting and Am-Stat request for funds; receipt and review of C. Delaney email to S. Rappos re response to Am-Stat; receipt and review of Mr. Durisin (Bratty LLP) email re landowners refund status.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
02/19/2020	Colleen Delaney	Prepare and file HST return for January 2020; update Outstanding Items list; draft Twenty Sixth Report to the Court; email N. Miele of MHBC Planning Urban Design & Landscape Architecture re status of final inspection re letter of credit outstanding balance; meet with B. Tannenbaum regarding update for Am-Stat and Trustee's cash position; call TD Bank to notify we are going to redeem the term deposit plus interest and request a deposit to the Trustee's BMO operating account; email from S. Chau regarding offer for parking Unit 179; email to S. Rappos; draft and email letter to TD Securities with instructions to redeem term deposit; approve invoices and coordinate cheques; emails from S. Rappos; respond to enquiries from K. McNeil of Harris Sheaffer LLP regarding status of sale of commercial units; email YRSCC 1265 requesting outstanding condo fee arrears; email from TD Bank to confirm redemption.
02/20/2020	Colleen Delaney	Receive copy of property tax bill proving that the purchaser of parking Unit 179 owns a unit in the complex.
02/21/2020	Bryan Tannenbaum	Review wire transfer form, execute for transfer of funds from TD Bank for LC's to BMO account.
02/21/2020	Colleen Delaney	Prepare forms and coordinate wire transfer of Trustee's funds from TD Bank to the BMO operating bank account; receive deposit cheque for the purchase of parking Unit 179.
02/24/2020	Colleen Delaney	Email to TD Bank to confirm receipt of wire transfer; prepare Ascend form for deposit on parking Unit 179.
02/25/2020	Bryan Tannenbaum	Various emails with TD Bank re wire transfer of funds, etc.
02/25/2020	Colleen Delaney	Receive confirmation of wire transfer from TD Bank and confirm received in Trustee's BMO account; prepare Ascend entries to redeem term deposit at TD Bank and transfer funds to BMO; receive condo fee billings for parking Unit 179, note some missing and receive additional bills, approve same; email to D. Weisz/B. Wong to close two BMO accounts as no longer required.
02/26/2020	Colleen Delaney	Review and approve invoices.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 27, 2020  
 Invoice 60  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.60	\$ 550	\$ 880.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	12.20	\$ 395	4,819.00
<b>Total hours and professional fees</b>		<b>13.80</b>		\$ 5,699.00
HST @ 13%				740.87
<b>Total payable</b>				<b>\$ 6,439.87</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** April 8, 2020

**Client File** 300028

**Invoice** 61

**No.** 5955589

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period March 1, 2020 to March 31, 2020.

Date	Professional	Description
03/03/2020	Colleen Delaney	Letter to YRSCC 1265 re payment of condo fees post appointment of Trustee.
03/04/2020	Colleen Delaney	Edit and send draft Twenty-Sixth Report to S. Rappos of Chaitons LLP; send accepted offer (parking unit 179) and other documents to K. McNeill of Harris Sheaffer LLP (“HS”).
03/09/2020	Colleen Delaney	Compile information requested by HS for the closing of parking unit 179.
03/10/2020	Echa Odeh	Review banking file for backup of property taxes; scanned and emailed copies to C. Delaney.
03/10/2020	Colleen Delaney	Email property tax and other information re parking unit 179 requested by HS; update R&D to March 10, 2020; review Statement of Adjustments prepared by HS and respond with questions.
03/11/2020	Bryan Tannenbaum	Receipt and review of S. Rappos email re South Unionville Landowners Agreement reply; email to C. Mady to see if this made sense and how we could recover funds.
03/16/2020	Bryan Tannenbaum	Receipt and review of S. Rappos email to Am-Stat re status; receipt and review of email to realtor re delay of closing due to Court closure.
03/16/2020	Colleen Delaney	Prepare and file HST return for February 2020; emails re delay of sale of parking unit 179 as Courts are only hearing urgent cases; advise realtor of delay in sale; email from S. Rappos re no distribution of funds to Am-Stat until Court approves, will be delayed due to Court only hearing urgent matters.
03/17/2020	Bryan Tannenbaum	Review R&D and cash to invest; emails with C. Delaney re same; correspondence to BMO.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

April 8, 2020  
 Invoice 61  
 Page 2

Date	Professional	Description
03/17/2020	Colleen Delaney	Send updated R&D and confirm investment of funds with B. Tannenbaum; letter to BMO to invest \$800,000 and coordinate with signatories.
03/20/2020	Colleen Delaney	Respond to E. Odeh re net funds transferred from TD to BMO includes wire transfer fee.
03/26/2020	Colleen Delaney	Review and approve February 2020 billing; confirm wire transfer.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.00	\$ 550	\$ 550.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	4.40	\$ 395	1,738.00
Echa Odeh	Senior Associate	0.20	\$ 225	45.00
<b>Total hours and professional fees</b>		<b>5.60</b>		\$ 2,333.00
HST @ 13%				303.29
<b>Total payable</b>				<b>\$ 2,636.29</b>

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

#### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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To Jade-Kennedy Development Corporation  
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11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date June 9, 2020

Client File 7836624

Invoice 62

No. 6031913

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period April 1, 2020 to May 31, 2020.

Date	Professional	Description
04/07/2020	Colleen Delaney	Prepare and file HST return for March 2020; review and approve bills; confirm HST cheque received for February 2020.
04/09/2020	Daniel Weisz	Process electronic payment.
04/14/2020	Daniel Weisz	Review and approve payment to Chaitons LLP.
04/14/2020	Colleen Delaney	Coordinate payment of wire transfer.
04/15/2020	Colleen Delaney	Review mail.
04/27/2020	Colleen Delaney	Receive HST refund cheque for March 2020 and coordinate deposit.
04/28/2020	Colleen Delaney	Approve bill for condo fees and contact condominium corporation representative for bank account details to process payment.
04/30/2020	Colleen Delaney	Email response to insurance broker (NFP) to confirm that insurance is no longer required on commercial Unit 85.
05/04/2020	Colleen Delaney	Prepare and file HST return for April 2020; review, sign and submit insurance cancellation form for (to NFP) for Unit 85 (sold).
05/05/2020	Colleen Delaney	Confirm banking details and prepare documents to pay condo fees by electronic funds transfer.
05/06/2020	Daniel Weisz	Effect e-payment.
05/08/2020	Colleen Delaney	Receive notification of insurance cancellation (Unit 85) and save on shared drive.
05/15/2020	Colleen Delaney	Email from TD Bank advising of final letter of credit renewal for one year; email J. Baird of Masongsong Associates Engineering Limited to inquire as to the status of MHBC Planning Urban Design & Landscape Architecture (“MHBC”)

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		final certifications; email N. Miele of MHBC regarding last invoice and date of final inspection, receive responses thereto and review invoices.
05/15/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to J. Baird re status of inspections required to release the final LC; J. Baird response; email re same to N. Miele; receipt and review of N. Miele response.
05/19/2020	Daniel Weisz	Process e-payment.
05/19/2020	Colleen Delaney	Respond to P. Meretsky email requesting an update for Am-Stat Corporation ("Am-Stat"); email S. Rappos of Chaitons to confirm that court approval is not required for further distributions to Am-Stat; responses from N. Miele regarding questions on his invoice, approve same and request electronic funds transfer information (EFT); draft update email for P. Meretsky on status of administration and funds currently available for distribution for his client, Am-Stat; coordinate and confirm payment via EFT.
05/20/2020	Colleen Delaney	Emails with N Miele regarding steps to release the final letter of credit; follow up email to S. Rappos.
05/22/2020	Colleen Delaney	Respond to S. Rappos' email regarding letters of credit and payment of related proceeds to date; update draft summary email for Am-Stat.
05/25/2020	Colleen Delaney	Call with B. Tannenbaum regarding email update to Am-Stat regarding status of the administration and funds available for distribution; email P. Meretsky requesting updated mortgage statement and respond to his emails related thereto.
05/25/2020	Bryan Tannenbaum	Receipt and review of S. Rappos and C. Delaney emails re Am-Stat reporting; telephone call with C. Delaney re reporting to Am-Stat and release of a further payment, etc.
05/27/2020	Colleen Delaney	Review Am-Stat's mortgage statement noting errors and reply requesting details and corrections.
05/27/2020	Bryan Tannenbaum	Receipt and review of Am-Stat payout statement.
05/28/2020	Colleen Delaney	Confirm HST refund received and prepare deposit information.
05/29/2020	Colleen Delaney	Follow up email to P. Meretsky regarding corrections required to Am-Stat's mortgage statement; receive and review revised mortgage statement and update email; call with B. Tannenbaum regarding distribution; prepare correspondence to BMO to redeem \$500,000 from a term deposit; confirm \$500,000 redeemed and save documentation; call from N. Miele regarding next steps to have last letter of credit balance released; send last LC correspondence to N. Miele.
05/29/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to Am-Stat again requesting mortgage statement and payout of \$500,000; edit C. Delaney email report to Am-Stat.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

June 9, 2020  
 Invoice 62  
 Page 3

## FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.20	\$ 550	\$ 660.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.40	\$ 525	210.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	7.20	\$ 395	2,844.00
<b>Total hours and professional fees</b>		<b>8.80</b>		\$ 3,714.00
HST @ 13%				482.82
<b>Total payable</b>				<b>\$ 4,196.82</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** July 14, 2020

**Client File** 7836624  
**Invoice** 63  
**No.** 6059813

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period June 1, 2020 to June 30, 2020.

Date	Professional	Description
06/01/2020	Colleen Delaney	Emails to confirm that the \$500,000 wire transfer to Am-Stat was processed and save documents; prepare Ascend form to record wire; save TD documents regarding letter of credit; call from N. Miele of MHBC Planning Urban Design & Landscape Architecture (“MHBC”) regarding site inspections and next steps to release the final letter of credit (“LC”).
06/02/2020	Colleen Delaney	Email from Am-Stat to confirm receipt of funds; approve and process payment of May 2020 condominium fees.
06/05/2020	Daniel Weisz	Process e-payment.
06/05/2020	Bryan Tannenbaum	Receipt and review of email to engineer/architect regarding costs to complete to get release of LC; receipt and review of confirmation email from Am-Stat re receipt of funds; receipt and review of N. Miele email as to schedule for inspection to request release of final LC from the City.
06/05/2020	Colleen Delaney	Review and edit invoice; emails regarding letter of credit release.
06/08/2020	Colleen Delaney	Respond to email update from N. Miele.
06/09/2020	Daniel Weisz	Process electronic payment.
06/09/2020	Bryan Tannenbaum	Receipt and review of N. Miele email re status of inspection.
06/10/2020	Colleen Delaney	Email regarding books and records in storage.
06/11/2020	Colleen Delaney	Call and emails regarding next steps for documents in storage.
06/15/2020	Colleen Delaney	Update email request to N. Miele.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
06/22/2020	Colleen Delaney	Email MHBC regarding status of the quotes to complete the remaining letter of credit work; review property closing, etc., files, scan documents, retain required documents on shared drive.
06/22/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to N. Miele re status; receipt and review of N. Miele response indicating late July, etc.
06/25/2020	Colleen Delaney	Email City of Markham (B. Huang) enquiring as to payment options for payment of final property tax bills for the remaining parking units and receive response.
06/26/2020	Daniel Weisz	Process electronic payments.
06/26/2020	Colleen Delaney	Approve and process property tax bills for the commercial (parking) units; email City of Markham providing details of roll numbers for property the Trustee is not responsible for and request they amend their records; prepare and send documents for processing payments.
06/26/2020	Bryan Tannenbaum	Receipt and review of condo fees disbursement and process; receipt and review of property taxes disbursement.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

July 14, 2020  
 Invoice 63  
 Page 3

## FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.90	\$ 625	\$ 562.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.50	\$ 595	297.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	4.90	\$ 485	2,376.50
<b>Total hours and professional fees</b>		<b>6.30</b>		\$ 3,236.50
HST @ 13%				420.75
<b>Total payable</b>				<b>\$ 3,657.25</b>

\* New rates are effective June 1, 2020.

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

#### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** August 6, 2020

**Client File** 7836624  
**Invoice** 64  
**No.** 6084976

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period July 1, 2020 to July 31, 2020.

Date	Professional	Description
07/03/2020	Bryan Tannenbaum	Various emails re landscaping required to release letters of credit (“LC’s”), quotes, etc.; discuss same with C. Delaney; receipt and review of C. Delaney email on her call with N. Miele of MHBC Planning Urban Design & Landscape Architecture (“MHBC”), etc.
07/03/2020	Colleen Delaney	Review two quotes (for LC landscaping required) and discuss with B. Tannenbaum; call with N. Miele to review scope of work requested by the City of Markham (“City”) given that the Trustee performed similar work in the past and the City delayed the final inspections; N. Miele to speak to City regarding a revised scope of work; advise N. Miele that the Trustee requires three quotes; email B. Tannenbaum with a summary status of LC works required.
07/10/2020	Colleen Delaney	Call from N. Miele to confirm that the City has agreed to a reduced scope of work for the remaining landscaping required; plan is for the two existing contractors to resubmit their quotes and a quote will be requested from a third contractor; summarize plan in an email to B. Tannenbaum; review and approve invoice.
07/11/2020	Colleen Delaney	Confirm receipt of HST refunds as filed; prepare and file current HST returns; confirm payments processed; email re storage of documents.
07/13/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email re N. Miele contacted City for reduced work authorization re LC.
07/14/2020	Daniel Weisz	Process electronic payment.
07/15/2020	Colleen Delaney	Receive offer on Kiosk Unit 388, review and send questions to the realtor (S. Chau); email S. Rappos of Chaitons LLP inquiring as to when he expects

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		we can obtain a court date for approval of the offers on Parking Unit 179 and Kiosk Unit 388; emails re charges to bank accounts.
07/16/2020	Brenda Wong	Email to D. Weisz re correction required for payments posted to the JKDC account.
07/16/2020	Daniel Weisz	Electronic funds transfer.
07/16/2020	Colleen Delaney	Follow-up email to S. Rappos.
07/17/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to N. Miele re status; receipt and review of N. Miele response.
07/17/2020	Colleen Delaney	Follow up with N. Miele regarding the status of the three landscaping quotes requested.
07/22/2020	Daniel Weisz	Process electronic payment.
07/22/2020	Colleen Delaney	Review revised offer and email S. Chau with questions; approve invoice and process payment.
07/24/2020	Colleen Delaney	Response from N. Miele regarding one quote still outstanding; receive response from S. Chau regarding offer and reply with questions.
07/24/2020	Bryan Tannenbaum	Receipt and review of email to S. Chau re sign back of offer; receipt and review of email to N. Miele to follow up re status.
07/27/2020	Colleen Delaney	Receive and review revised offer for Kiosk 388, prepare summary and recommendation in email to B. Tannenbaum.
07/28/2020	Colleen Delaney	Receive/review summary of quotes from N. Miele; emails regarding quotes.
07/29/2020	Bryan Tannenbaum	Receipt and review of N. Miele email with quotes.
07/29/2020	Colleen Delaney	Source and send the TD Bank May 2020 bank statement to B. Wong; emails with S. Chau regarding the offer sign back for Kiosk Unit 388.
07/30/2020	Bryan Tannenbaum	Receipt and review of C. Delaney's email with offer for Kiosk Unit 388; respond to same; receipt and review of N. Miele email re Regal start date; email to N. Miele re timing for City to release LC.
07/30/2020	Colleen Delaney	Email proposed offer sign back to B. Tannenbaum; confirm amounts and coordinate deposits of HST refunds for May and June 2020; provide wire transfer supporting documents to D. Weisz.
07/31/2020	Colleen Delaney	Emails with B. Tannenbaum re sign back on sale of Kiosk Unit 388; send offer sign back to S. Chau; emails regarding approved landscape contractor to start work the week of August 10, 2020.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

August 6, 2020  
 Invoice 64  
 Page 3

## FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.50	\$ 625	\$ 937.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.30	\$ 595	178.50
Brenda Wong, CIRP, LIT	Senior Manager	0.20	\$ 485	97.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	6.30	\$ 485	3,055.50
<b>Total hours and professional fees</b>		<b>8.30</b>		\$ 4,268.50
HST @ 13%				554.91
<b>Total payable</b>				<b>\$ 4,823.41</b>

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** September 14, 2020

**Client File** 7836624  
**Invoice** 65  
**No.** 6111175

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period August 1, 2020 to August 31, 2020.

Date	Professional	Description
08/04/2020	Bryan Tannenbaum	Receipt and review of N. Miele of MHBC Planning Urban Design & Landscape Architecture email that Regal Landscaping will start soon.
08/04/2020	Colleen Delaney	Review update email from N. Miele regarding landscape work; prepare and file HST return for July 2020; follow up with S. Chau (realtor) regarding offer status; receive/review 2020/2021 budget from YRSCC 1228 noting no increase in condo fees.
08/05/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email re accepted offer for kiosk unit 388.
08/05/2020	Colleen Delaney	Review sign back on offer for kiosk unit 388; email S. Chau regarding deposit and status of closing date on revised offer for parking unit 179; email update to S. Rappos of Chaitons LLP and B. Tannenbaum and asking when court date can be booked; email response to B. Tannenbaum regarding commission amount; drafting Twenty-Sixth report to the court.
08/06/2020	Daniel Weisz	Process electronic payment.
08/06/2020	Colleen Delaney	Review and finalize bill; send offer to K. McNeill of Harris Sheaffer LLP.
08/07/2020	Colleen Delaney	Respond to N. Miele regarding billing information for landscape work; emails with B. Wong and TD Bank regarding support for charges to GIC account balance.
08/10/2020	Colleen Delaney	Status update email from N. Miele.
08/11/2020	Colleen Delaney	Follow up with S. Chau regarding the deposit on the sale of kiosk unit of 388; confirm payments booked in Ascend; send property tax and condo fee information to K. McNeill.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
08/12/2020	Colleen Delaney	Email TD Bank with questions regarding LC fees charged in July 31 2020; review Statement of Adjustments (prepared by Harris, Sheaffer LLP), initial same and email back to K. McNeill.
08/14/2020	Colleen Delaney	Email from S. Rappos regarding court hearing date; email from S. Chau with revised offer (change of closing date) on parking unit 179.
08/18/2020	Daniel Weisz	Review and initial change re sale of parking unit; review realtor agreement and email to C. Delaney re same.
08/18/2020	Colleen Delaney	Receive Coop Form re sale of kiosk 388, review, request change; receive revised Agreement of Purchase and Sale ("APS") for parking unit 179 (to change closing date to September 8, 2020), send to D. Weisz for signing; email to confirm receipt of deposit for unit 2369/kiosk 388; email N. Miele requesting an update on the inspection by the City of Markham; send revised APS for unit 179 to K. McNeill for closing adjustments; review revised Statement of Adjustments for unit 179 and email K. McNeill with questions.
08/19/2020	Colleen Delaney	Coordinate deposit/processing of deposit cheque for unit 2369/kiosk 388; email S. Chau requesting the articles of incorporation for ATBPS Inc. (the buyer); email City of Markham to confirm no further property taxes outstanding for unit 179.
08/20/2020	Daniel Weisz	Review and sign Confirmation of Co-operation and Representation.
08/20/2020	Colleen Delaney	Send signed Coop Form for unit 2369/kiosk 388 to S. Chau; receive/review articles of incorporation for the company buying unit 2369/kiosk 388 and forward to S. Rappos; email property managers for condominium corporations (YRSCC 1265 and YRSCC 1228) requesting statement of arrears in condo fees for unit 2369/kiosk 388 and parking unit 179; receive HST refund for July 2020 and coordinate deposit and recording.
08/24/2020	Colleen Delaney	Review Regal Landscaping bill, request approval by N. Miele and coordinate payment; email condominium corporations (YRSCC 1265 and YRSCC 1228) requesting statements of lien amounts owing for condo arrears; email N. Miele requesting As-Built drawings as requested by the City of Markham; approve bill and coordinate payment.
08/25/2020	Daniel Weisz	Process electronic payment.
08/25/2020	Bryan Tannenbaum	Receipt and review of Twenty-Sixth draft report to court; revise and approved, etc.
08/25/2020	Colleen Delaney	Review of condominium (condo) arrears schedule claimed by YRSCC 1265 for parking unit 179 (subject to lien) from Lash Condo Law and respond with detailed questions and request for supporting documentation; review and send comments on the draft Twenty-Sixth report to the court to S. Rappos; review condo arrears schedule claimed by YRSCC 1228 for kiosk 388 and respond with questions; review, approve and coordinate payment of fees; send draft court motion to lawyer for buyer of unit; final review and comment on the court report; review motion record, noting closing date issue; review small claims court judgement sent by YRSCC 1228 and forward to S. Rappos for comment; request September 2020 condo fee invoices for payment (Trustee pays fees in month of closing); respond to Lash Condo Law's email with answers to points raised.
08/26/2020	Colleen Delaney	Emails regarding documents for August 28, 2020 court hearing; emails with DUKA (property manager for YRSCC 1265) regarding method of payment of

Date	Professional	Description
		condo fees for parking unit 179; receive lien registration dates from S. Rappos and confirm scope of lien amount schedules; email YRSCC 1228 requesting small claims document in support of judgement amount claimed on lien schedule; email from TD Bank to confirm letter of credit fees were reversed, ask for revised bank statement.
08/27/2020	Daniel Weisz	Discussion with C. Delaney re payment of condominium fees.
08/27/2020	Bryan Tannenbaum	Receipt and review of email re condo fees.
08/27/2020	Colleen Delaney	Receive small claims information from YRSCC 1228 and forward to S. Rappos; approve and coordinate payment of outstanding condo fees to YRSCC 1228 and YRSC 1265; emails with DUKA (re YRSCC 1265) re payment of recent condo fees and related adjustment required to the lien schedule.
08/28/2020	Daniel Weisz	Process electronic payments.
08/28/2020	Bryan Tannenbaum	Attend court motion and various emails with S. Rappos.
08/31/2020	Colleen Delaney	Follow up email to TD Bank re revised bank statement; email YRSCC 1228's property manager re judgement amount claimed in lien arrears; call City of Markham regarding property taxes owed by new owner of unit 178; email J. Salmon (lawyer for YRSCC 1265) requesting copies of legal bills for fees claimed as part of lien arrears; review and save court documents regarding approval of sale of units 179 and kiosk 388; coordinate posting of court documents on the Trustee's website; advise property managers of court approval; email to City of Markham to confirm that transfer of unit 178 was registered; initial and send final Statement of Adjustments on unit 179 to K. McNeill; prepare and file HST return for August 2020; follow up email to N. Miele regarding status of letter of credit documents required and related release; update email to S. Chau.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

September 14, 2020  
 Invoice 65  
 Page 4

## FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.60	\$ 625	\$ 1,000.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.90	\$ 595	535.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	18.10	\$ 485	8,778.50
<b>Total hours and professional fees</b>		<b>20.60</b>		\$ 10,314.00
HST @ 13%				1,340.82
<b>Total payable</b>				<b>\$ 11,654.82</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

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RSM CANADA LIMITED  
11 King St W, Suite 700, Box 27  
Toronto, ON M5H 4C7

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www.rsmcanada.com

**To** Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

**Date** October 7, 2020

**Client File** 7836624

**Invoice** 66

**No.** 6132859

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period September 1, 2020 to September 30, 2020.

Date	Professional	Description
09/01/2020	Bryan Tannenbaum	Execute two trustee certificates (units 179 and 388) and forward to Harris Sheaffer LLP.
09/02/2020	Colleen Delaney	Email YRSCC 1228's property manager requesting additional information; call MPAC and email transfer deed to prove that parking unit 178 was sold in July 2018.
09/03/2020	Colleen Delaney	Email property manager and receive additional information in support of lien claim; emails with K. McNeill of Harris Sheaffer regarding names on vesting order.
09/08/2020	Bryan Tannenbaum	Receipt and review of motion record and order revised from S. Rappos of Chaitons LLP to the service list to amend purchaser's names.
09/08/2020	Colleen Delaney	Send 2020 final property tax bill for Unit 2369/Kiosk 388 to the new owner; emails regarding closing items.
09/10/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to N. Miele of MHBC Planning Urban Design & Landscape Architecture re status of City of Markham (“City”) release as TD inquiring about the LC; receipt and review of N. Miele's response.
09/10/2020	Colleen Delaney	Emails from new owner regarding keys, etc.; email from TD Bank asking as to the status of the final letter of credit (renewal date is September 30, 2020); request electronic bank statements to confirm closing funds received for units 179 and 388.
09/11/2020	Bryan Tannenbaum	Receipt and review of N. Miele email confirming City processing return of LC; receipt and review of C. Delaney email to N. Miele; receipt and review of C. Delaney email to TD email re LC.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
09/11/2020	Colleen Delaney	Emails from N. Miele regarding City is signing off on release of the final LC and advise TD Bank of same; review BMO statements and confirm that closing proceeds were received for both units that closed on September 8, 2020.
09/14/2020	Colleen Delaney	Receive, review and save final closing documents from Harris Sheaffer; prepare closing entries; finalize condo arrears subject to lien owing to YRSCC 1228 and YRSC 1265 with S. Rappos; review and finalize all closing invoices for payment; coordinate electronic payments; receive TD Bank statement and follow up regarding interest calculation.
09/15/2020	Bryan Tannenbaum	Review and approve payments to Harris Sheaffer, condo corps, etc.
09/15/2020	Colleen Delaney	Process electronic funds transfers; email YRSCC 1228; review invoices, requests revisions; approve invoices and coordinate payments.
09/15/2020	Daniel Weisz	Process electronic payments.
09/17/2020	Colleen Delaney	Email S. Rappos requesting dates that liens were registered on the five remaining units; receive condo arrears statements for four remaining units from property manager and email requesting back-up for legal fees claimed; email realtor requesting commission bill for parking unit 179.
09/18/2020	Daniel Weisz	Process electronic payment.
09/18/2020	Colleen Delaney	Approve invoices and coordinate payments.
09/21/2020	Daniel Weisz	Process electronic payment.
09/21/2020	Colleen Delaney	Coordinate deposit of HST refund cheque; emails with N. Miele regarding release of final letter of credit; approve and coordinate payment of property taxes for unit 390; call S. Chau leaving message requesting an update.
09/21/2020	Bryan Tannenbaum	Receipt and review of N. Miele email confirming City sent to finance to release LC.
09/22/2020	Colleen Delaney	Emails regarding electronic funds payments to YRSCC 1265's lawyers; review support for legal fees claimed by YRSCC 1228 (re kiosk 390); emails with S. Rappos regarding lien registration dates for the remaining units.
09/25/2020	Colleen Delaney	Emails with City's Finance department requesting letter of credit status; receive/review final LC release documents mailed to TD Bank; email LC release documents to TD Bank and ask when related cash collateral will be released.
09/25/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to TD Bank re documents to release the remaining letter of credit balance were sent to TD Bank today by the City; review status to complete assignment; review accounting, etc.
09/30/2020	Colleen Delaney	Coordinate and confirm electronic funds transfer; summarize lien arrears for the four-townhome parking units.
09/30/2020	Daniel Weisz	Process electronic payment.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 7, 2020  
 Invoice 66  
 Page 3

## FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	3.90	\$ 625	\$ 2,437.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.90	\$ 595	535.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	9.50	\$ 485	4,607.50
<b>Total hours and professional fees</b>		<b>14.30</b>		\$ 7,580.50
HST @ 13%				985.47
<b>Total payable</b>				<b>\$ 8,565.97</b>

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

#### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED  
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www.rsmcanada.com

To Jade-Kennedy Development Corporation  
c/o RSM Canada Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

Date November 4, 2020

Client File 7836624  
Invoice 67  
No. 6165096

For professional services rendered with respect to the appointment of RSM Canada Limited<sup>1</sup> as Trustee under the Construction Lien Act of the project known as Jade-Kennedy Development Corporation (“Jade-Kennedy” or “JKDC”) for the period October 1, 2020 to October 31, 2020.

Date	Professional	Description
10/05/2020	Bryan Tannenbaum	Receipt and review of C. Delaney email to N. Miele (MHBC Planning Urban Design & Landscape Architecture) re status of LC; receipt and review of N. Miele email re invoices; receipt and review of C. Delaney email to J. Baird (Masongsong Associates Engineering Limited) re final resolution on whether we are entitled to any proceeds under the Reimbursement Agreement, etc.; receipt and review of C. Delaney status report sent to S. Rappos of Chaitons LLP.
10/05/2020	Colleen Delaney	Update call with S. Chau (realtor); resend map of parking units to S. Chau; email TD Bank regarding status of last letter of credit release; email N. Miele requesting final bill; email J. Baird regarding status of Reimbursement Agreement; update list of Outstanding Items to finalize the Trustee's administration; email update to B. Tannenbaum and S. Rappos; approve invoices and coordinate payment.
10/07/2020	Colleen Delaney	Approve invoices and coordinate payments; review and edit bill.
10/07/2020	Daniel Weisz	Process electronic payments.
10/15/2020	Colleen Delaney	Follow up with S. Chau, leaving message; email TD Bank to confirm cash collateral proceeds are being released.
10/19/2020	Colleen Delaney	Prepare and file HST return for September 2020; review offer on kiosk 390 and email questions to S. Chau; email YRSCC 1228 property manager regarding access to parking units available for sale; email TD Bank regarding interest adjustments required on cash collateral account; call with S. Chau to review offer details and next steps; summarize offer and recommendation to B. Tannenbaum.

<sup>1</sup> Pursuant to a Substitution Order dated December 5, 2017, the Trustee’s name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

November 4, 2020

Invoice 67

Page 2

Date	Professional	Description
10/19/2020	Bryan Tannenbaum	Receipt and review of offer details for kiosk 390; comments back to C. Delaney.
10/20/2020	Colleen Delaney	Coordinate offer sign back at higher price.
10/20/2020	Bryan Tannenbaum	Sign and execute offer for kiosk 390.
10/21/2020	Colleen Delaney	Review revised offer; call with B. Tannenbaum to review status and net proceeds; email S. Chau with feedback and request for changes.
10/21/2020	Bryan Tannenbaum	Sign back offer at \$15K, etc.; discussion and emails re realtor commissions.
10/22/2020	Colleen Delaney	Email from TD Bank to confirm cash collateral payment is being released; review offer mark-ups; update Statement of Receipts and Disbursements to October 21, 2020.
10/23/2020	Colleen Delaney	Discussions with S. Chau and B. Tannenbaum regarding Trustee's offer sign back; coordinate sending of sign back to S. Chau; request an update on the status of the sale of the remaining 4 townhome units (last units available for sale).
10/23/2020	Bryan Tannenbaum	Receipt and review of email to S. Chau re commissions.
10/26/2020	Colleen Delaney	Calls and emails with S. Chau regarding marketing the remaining 4 townhome parking units; email TD Bank inquiring as to the status of the cash collateral transfer and final bank statements; updates to receipts and disbursements.
10/27/2020	Colleen Delaney	Review and save final documentation regarding units that closed in September, 2020; emails with S. Chau regarding parties interested in the townhome parking units; update the List of Outstanding Items and send to S. Rappos; request a court date for approval of sale of kiosk unit 390 and finalizing the Trustee's administration.
10/28/2020	Bryan Tannenbaum	Receipt and review of S. Rappos email to M. Durisin (BRATTYS LLP) re Landowners' Agreement status; receipt and review of S. Rappos email re status.
10/28/2020	Colleen Delaney	Emails with S. Rappos regarding YRSCC 1228's Condominium Declaration clause 4.4 and reserves held by the Trustee.
10/29/2020	Colleen Delaney	Call with M. Muktar of TD Bank to confirm interest charges had been reversed and final bank statements will be emailed on November 2, 2020; send Agreement of Purchase and Sale for Kiosk Unit 390 to K. McNeill at Harris Sheaffer LLP.
10/30/2020	Colleen Delaney	Update from S. Chau; send 2020 property tax bills and condo fee bill for Kiosk Unit 390 to K. McNeill; review condo lien arrears schedule on Kiosk Unit 390 (from YRSCC 1228); email correspondence with YRSCC 1228's property manager; review and file HST notice; draft court report outline.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 4, 2020  
 Invoice 67  
 Page 3

### FEE SUMMARY

<b>Professional</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.80	\$ 625	\$ 1,125.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.20	\$ 595	119.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	11.70	\$ 485	5,674.50
<b>Total hours and professional fees</b>		<b>13.70</b>		\$ 6,918.50
HST @ 13%				899.41
<b>Total payable</b>				<b>\$ 7,817.91</b>

**VISA/MASTERCARD**

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

**WIRE PAYMENT DETAILS**

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.  
 RSM Canada Limited

# APPENDIX G2

## EXHIBIT "B"

**Calculation of Average Hourly Billing Rates of  
Collins Barrow Toronto Limited/RSM Canada Limited  
for the Consultancy and Appointment Period**

Invoice No.	Billing Period	Total Fees	Disbursements	HST	Hours	Average Hourly Rate	Total
Disb. #4	January 1, 2017 to October 31, 2017	-	\$ 235.56	30.62	-	-	\$ 266.18
31	August 1, 2017 to August 31, 2017	\$ 18,001.50	-	2,340.20	47.90	\$ 375.81	\$ 20,341.70
32	September 1, 2017 to September 30, 2017	40,867.50	-	5,312.78	99.10	\$ 412.39	\$ 46,180.28
33	October 1, 2017 to October 31, 2017	18,547.00	-	2,411.11	45.80	\$ 404.96	\$ 20,958.11
34	November 1, 2017 to November 30, 2017	7,533.00	-	979.29	15.20	495.59	\$ 8,512.29
Disb. #5	November 1, 2017 to February 28, 2018	-	511.07	66.44	-	-	\$ 577.51
35	December 1, 2017 to December 31, 2017	13,635.00	-	1,772.55	33.00	413.18	\$ 15,407.55
36	January 1, 2018 to January 31, 2018	15,955.50	-	2,074.22	40.70	392.03	\$ 18,029.72
37	February 1, 2018 to February 28, 2018	13,212.00	-	1,717.56	39.80	331.96	\$ 14,929.56
38	March 1, 2018 to March 31, 2018	6,105.00	-	793.65	14.60	418.15	\$ 6,898.65
Disb. #6	March 1, 2018 to December 31, 2018	-	118.07	15.35	-	-	\$ 133.42
39	April 1, 2018 to April 30, 2018	1,777.50	-	231.08	4.30	413.37	\$ 2,008.58
40	May 1, 2018 to May 31, 2018	5,002.50	-	650.33	12.50	400.20	\$ 5,652.83
41	June 1, 2018 to June 30, 2018	5,640.00	-	733.20	14.20	397.18	\$ 6,373.20
42	July 1, 2018 to July 31, 2018	4,387.50	-	570.38	10.90	402.52	\$ 4,957.88
43	August 1, 2018 to August 31, 2018	2,255.50	-	293.22	5.20	433.75	\$ 2,548.72
44	September 1, 2018 to September 30, 2018	4,600.00	-	598.00	10.90	422.02	\$ 5,198.00
45	October 1, 2018 to October 31, 2018	4,156.00	-	540.28	9.70	428.45	\$ 4,696.28
46	November 1, 2018 to November 30, 2018	1,403.50	-	182.46	3.20	438.59	\$ 1,585.96
47	December 1, 2018 to December 31, 2018	2,575.00	-	334.75	7.20	357.64	\$ 2,909.75
48	January 1, 2019 to January 31, 2019	7,465.00	-	970.45	17.80	419.38	\$ 8,435.45
49	February 1, 2019 to February 28, 2019	4,237.50	-	550.88	10.10	419.55	\$ 4,788.38
50	March 1, 2019 to March 31, 2019	4,357.50	-	566.48	10.60	411.08	\$ 4,923.98
51	April 1, 2019 to April 30, 2019	5,889.50	-	765.64	14.40	408.99	\$ 6,655.14
52	May 1, 2019 to May 31, 2019	2,264.00	-	294.32	5.30	427.17	\$ 2,558.32
53	June 1, 2019 to July 31, 2019	11,606.50	-	1,508.85	28.40	408.68	\$ 13,115.35
54	August 1, 2019 to August 31, 2019	6,932.00	-	901.16	16.10	430.56	\$ 7,833.16
55	September 1, 2019 to September 30, 2019	5,445.00	-	707.85	13.00	418.85	\$ 6,152.85

56	October 1, 2019 to October 31, 2019	1,673.00	-	217.49	4.00	418.25	\$ 1,890.49
57	November 1, 2019 to November 30, 2019	1,932.50	-	251.23	4.50	429.44	\$ 2,183.73
58	December 1, 2019 to December 31, 2019	891.50	-	115.90	2.10	424.52	\$ 1,007.40
59	January 1, 2020 to January 31, 2020	1,752.00	-	227.76	4.20	417.14	\$ 1,979.76
60	February 1, 2020 to February 9, 2020	5,699.00	-	740.87	13.80	412.97	\$ 6,439.87
61	March 1, 2020 to March 31, 2020	2,333.00	-	303.29	5.60	416.61	\$ 2,636.29
62	April 1, 2020 to May 31, 2020	3,714.00	-	482.82	8.80	422.05	\$ 4,196.82
63	June 1, 2020 to June 30, 2020	3,236.50	-	420.75	6.30	513.73	\$ 3,657.25
64	July 1, 2020 to July 31, 2020	4,268.50	-	554.91	8.30	514.28	\$ 4,823.41
65	August 1, 2020 to August 31, 2020	10,314.00	-	1,340.82	20.60	500.68	\$ 11,654.82
66	September 1, 2020 to September 30, 2020	7,580.50	-	985.47	14.30	530.10	\$ 8,565.97
67	October 1, 2020 to October 31, 2020	6,918.50	-	899.41	13.70	505.00	\$ 7,817.91
<b>Total</b>		<b>\$ 264,164.00</b>	<b>\$ 864.70</b>	<b>\$ 34,453.77</b>	<b>\$ 636.10</b>	<b>\$ 415.29</b>	<b>\$ 299,482.47</b>

# APPENDIX H

Court File No. CV15-10882-00CL

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

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**AFFIDAVIT OF MAYA POLIAK  
(sworn November 24, 2020)**

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

1. I am a partner with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for RSM Canada Limited, in its capacity as Court-appointed *Construction Lien Act* (Ontario) trustee in this proceeding (the “**Trustee**”), and as such have knowledge of the matters to which I hereinafter depose.

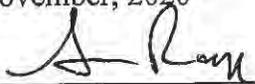
2. Attached hereto as the following exhibits are copies of the following accounts issued by Chaitons totalling \$65,653.02 (comprised of fees of \$52,356.50, disbursements of \$6,084.18 and HST of \$7,212.34) with respect to this proceeding:

- (a) **Exhibit “A”** - Account for the period up to and including October 31, 2017;
- (b) **Exhibit “B”** - Account for the period up to and including March 31, 2018;

- (c) **Exhibit “C”** – Account for the period up to and including October 31, 2018;
- (d) **Exhibit “D”** – Account for the period up to and including June 30, 2019;
- (e) **Exhibit “E”** – Account for the period up to and including October 31, 2019;
- (f) **Exhibit “F”** – Account for the period up to and including February 29, 2020;
- (g) **Exhibit “G”** – Account for the period up to and including August 31, 2020; and
- (h) **Exhibit “H”** – Account for the period up to and including October 31, 2020.

3. I confirm that the accounts described above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from September 5, 2017 to October 31, 2020.

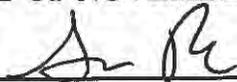
4. Attached hereto as **Exhibit “I”** is a summary of additional information with respect to Chaitons’ accounts, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

SWORN before me at the City )  
of Toronto, this 24<sup>th</sup> day of )  
November, 2020 )  
 )  
\_\_\_\_\_)  
A Commissioner, etc.

  
\_\_\_\_\_  
MAYA POLIAK

Sam P. Rappos

**THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**



---

**A Commissioner Etc.**

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



**INVOICE NUMBER: 264661**

**October 31, 2017**

COLLINS BARROW TORONTO LIMITED  
11 KING ST. WEST  
SUITE 700  
TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
Our file: **006998-56866**

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including October 31, 2017:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$14,600.00	
SUB-TOTAL		\$14,600.00
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$363.20	
SUBJECT TO HST	\$212.13	
SUB-TOTAL		\$575.33
HST at 13.00%		\$1,925.58
<b>GRAND TOTAL</b>		<b>\$17,100.91</b>

Amount payable on the current invoice	\$17,100.91
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$17,100.91</u></b>
<b>Trust Balance</b>	

GST No R124110933

INVOICE NUMBER: 264661

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



**PROFESSIONAL FEES:**

- Sep 5, 17 Reviewed and responded to draft outstanding list; reviewed and responded to various correspondence;
- Sep 6, 17 Reviewed and drafted correspondence;
- Sep 7, 17 Reviewed and responded to correspondence;
- Sep 11, 17 Reviewed and drafted correspondence;
- Sep 12, 17 Discussed outstanding matters with client; reviewed and drafted correspondence regarding outstanding matters; reviewed draft seventeenth report;
- Sep 13, 17 Reviewed and drafted correspondence;
- Sep 14, 17 Reviewed and drafted correspondence regarding outstanding matters to be dealt with in Trustee's report; reviewed draft report;
- Sep 15, 17 Reviewed and drafted correspondence;
- Sep 18, 17 Continued to review and revise draft report; discussed report issues with client; reviewed and drafted correspondence regarding various matters;
- Sep 19, 17 Continued to review and revise draft report; discussed draft report with client; reviewed and drafted correspondence regarding various matters;
- Sep 20, 17 Continued to review and revise draft report; discussed draft report with client; reviewed and drafted correspondence regarding various matters;
- Sep 25, 17 Continued to review and revise draft report; discussed same with client; reviewed file documents; drafted notice of motion; attended to matters related to service of motion record; reviewed and drafted correspondence regarding various matters;
- Sep 26, 17 Reviewed and drafted correspondence;
- Sep 27, 17 Drafted supplement to seventeenth report and reviewed and drafted correspondence regarding same;
- Sep 28, 17 Drafted order;
- Sep 29, 17 Attended at motion before Commercial List and discussed matters with client; reviewed and drafted correspondence;
- Oct 3, 17 Reviewed and drafted correspondence regarding LBC/Am-Stat matter and other matters;

GST No R124110933

INVOICE NUMBER: 264661

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4051998v2



Oct 4, 17 Reviewed and drafted correspondence regarding various matters;

Oct 10, 17 Reviewed outstanding items list; reviewed and drafted correspondence;

Oct 11, 17 Reviewed and commented on draft Eighteenth Report; reviewed and drafted correspondence;

Oct 12, 17 Reviewed and finalized Eighteenth Report; reviewed and drafted correspondence;

Oct 13, 17 Drafted notice of motion and finalized motion materials; reviewed and drafted correspondence;

Oct 16, 17 Drafted three orders; reviewed and drafted correspondence regarding LBC-Am Stat matter; reviewed and drafted correspondence;

Oct 17, 17 Meeting with S. Rappos for briefing on matter; review motion materials and draft orders for motion for sale approvals and distribution;

Oct 18, 17 Attend court on motion for approval and vesting orders and distributions;

Oct 18, 17 Reviewed and drafted correspondence;

Oct 27, 17 Reviewed and commented on Nineteenth Report; reviewed and drafted correspondence;

Oct 30, 17 Drafted notice of motion; reviewed and drafted correspondence;

To all matters of a general nature not more particularly referred to herein;

**TOTAL PROFESSIONAL FEES****\$14,600.00**

HST at 13.00%

1,898.00

**DISBURSEMENTS:****Subject to HST:**

Kap Litigation Services Taxable	\$115.00
Teraview Charges Taxable	\$81.15
Courier and Taxi Charges Taxable	\$15.38
Photocopying Charges Taxable	\$0.60

**\$212.13**

GST No R124110933

INVOICE NUMBER: 264661

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, Interest will be charged on any unpaid balance at the rate of 0.5% per Annum commencing one month after delivery of this account.

**Non-Taxable:**

File Motion Record(s) Non-taxable	\$320.00	
Teraview Charges Non-taxable	\$43.20	
		\$363.20

**TOTAL DISBURSEMENTS**

HST at 13.00%

**\$575.33**

27.58

**GRAND TOTAL****\$17,100.91****CHAITONS LLP**

per:

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

GST No R124110933

INVOICE NUMBER: 264661

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4051998v2

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
MICHAEL KRIL-MASCARIN	\$300.00	3.40	\$1,020.00
SAM RAPPOS	\$485.00	28.00	\$13,580.00
Total:		31.40	\$14,600.00

GST No R124110933

INVOICE NUMBER: 264661

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4051998v2

**THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**

A handwritten signature in black ink, appearing to be 'A. B.', written over a horizontal line.

**A Commissioner Etc.**

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



INVOICE NUMBER: 266419

April 18, 2018

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
Our file: 006998-56866

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2018:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$15,605.50	
SUB-TOTAL		\$15,605.50
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$891.95	
SUBJECT TO HST	\$1,448.72	
SUB-TOTAL		\$2,340.67
HST at 13.00%		\$2,217.05
<b>GRAND TOTAL</b>		<b>\$20,163.22</b>

Amount payable on the current invoice	\$20,163.22
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$20,163.22</u></b>
<b>Trust Balance</b>	

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4176131v2



**PROFESSIONAL FEES:**

- Nov 1, 17 Drafted and circulated order;
- Nov 6, 17 Reviewed and drafted correspondence regarding various matters;
- Nov 7, 17 Prepared for and attended motion before Commercial List Court; attended to having order issued and entered; reviewed and drafted correspondence regarding same;
- Nov 14, 17 Reviewed and drafted correspondence;
- Nov 23, 17 Reviewed and drafted correspondence;
- Nov 24, 17 Reviewed and drafted correspondence;
- Nov 27, 17 Reviewed correspondence regarding hook up issues for purchasers and drafted correspondence to counsel to residential condo corp;
- Dec 13, 17 Reviewed and drafted correspondence;
- Dec 19, 17 Reviewed and drafted correspondence; discussed discharge of mortgage over management unit with clerk;
- Dec 20, 17 Reviewed and revised draft Trustee report; reviewed and drafted correspondence;
- Dec 21, 17 Drafted notice of motion and prepared motion materials for service; reviewed and drafted correspondence;
- Dec 22, 17 Reviewed and drafted correspondence; discussed discharge matters with clerk;
- Jan 5, 18 Drafted supplementary report for the Trustee; drafted notice of motion; prepared motion record; reviewed and drafted correspondence;
- Jan 8, 18 Reviewed and drafted approval and vesting order for unit 361; reviewed and drafted correspondence regarding language for order to discharge charge against management unit and drafted order; reviewed and drafted correspondence;
- Jan 9, 18 Prepared for and attended at motion before Commercial List; attended to having order issued and entered; reviewed and drafted correspondence regarding sale of unit 361;
- Jan 11, 18 Attended chambers appointment via CourtCall to discuss unit 361 transaction; reviewed and drafted correspondence;

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



- Jan 16, 18 Revised trustee report; drafted notice of motion; finalized motion materials for service;
- Jan 22, 18 Reviewed and drafted correspondence;
- Jan 22, 18 To reviewing email from S. Rappos with Court Order and drafting an Application to Amend Based on Court Order, to be registered on title to discharge a charge;
- Jan 23, 18 Reviewed and revised draft approval and vesting orders for units 360 and 361; reviewed and drafted correspondence; responded to correspondence from counsel to T&T regarding sale transaction;
- Jan 23, 18 To emailing S. Rappos to confirm details and reviewing PIN and registering Application to Amend Based on Court Order; to emailing LRO to certify registered instrument;
- Jan 24, 18 Discussed matters with counsel to T&T; attended in Court regarding sale transactions and adjournment; reviewed and drafted correspondence;
- Jan 25, 18 Reviewed and drafted correspondence regarding sale transactions;
- Jan 26, 18 Reviewed and revised draft approval and vesting order; reviewed and drafted correspondence;
- Jan 28, 18 Revised draft approval and vesting order and drafted correspondence regarding same;
- Jan 29, 18 Prepared for and attended motion before Commercial List; attended to having order issued and entered; reviewed and drafted correspondence;
- Jan 31, 18 Reviewed and drafted correspondence;
- Feb 8, 18 Reviewed and drafted correspondence;
- Feb 12, 18 Reviewed and drafted correspondence;
- Feb 15, 18 Reviewed and drafted correspondence;
- Feb 16, 18 Reviewed and drafted correspondence;
- Feb 27, 18 Reviewed and drafted correspondence;
- Mar 1, 18 Reviewed and drafted correspondence; attended to scheduling of motion before Commercial List; reviewed file documents;
- Mar 2, 18 Reviewed documents related to completed Phase II commercial units; drafted letters to lawyers for purchasers regarding sale transactions and rectifying title; reviewed and drafted correspondence;

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4176131v2



Mar 5, 18 Reviewed and drafted correspondence; drafted letters to unit holders regarding T&T instruments;

Mar 8, 18 Drafted Twenty-Second Report; reviewed and drafted correspondence;

Mar 12, 18 Reviewed and drafted correspondence;

Mar 13, 18 Reviewed and drafted correspondence; reviewed and revised draft report;

Mar 14, 18 Finalized report; drafted notice of motion and other motion materials; revised service list; reviewed and drafted correspondence; reviewed motion record;

Mar 15, 18 Reviewed and responded from correspondence from solicitors to purchasers and discussed matters on the phone; reviewed and drafted correspondence;

Mar 16, 18 Reviewed and drafted correspondence;

Mar 19, 18 Drafted order; reviewed and drafted correspondence;

Mar 20, 18 Reviewed and drafted correspondence;

Mar 21, 18 Reviewed and drafted correspondence;

To all matters of a general nature not more particularly referred to herein;

**TOTAL PROFESSIONAL FEES**  
HST at 13.00%

**\$15,605.50**  
2,028.72

**DISBURSEMENTS:**

**Subject to HST:**

Kap Litigation Services Taxable	\$295.00
Mileage Charges Taxable	\$12.39
Teraview Charges Taxable	\$524.65
Teranet Fee Taxable	\$21.20
Courier and Taxi Charges Taxable	\$325.86
Postage Charges Taxable	\$31.56
Parking Charges Taxable	\$14.16
Telecopier Charges Taxable	\$61.50

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



Photocopying Charges Taxable	\$32.40	
Teranet Electronic Registration Fee Taxable	\$130.00	
		\$1,448.72

**Non-Taxable:**

Registration/Filing Fee(s) Non-taxable	\$127.30	
General Non-taxable	\$59.00	
File Motion Record(s) Non-taxable	\$480.00	
Teraview Charges Non-taxable	\$225.65	
		\$891.95

**TOTAL DISBURSEMENTS**

HST at 13.00%

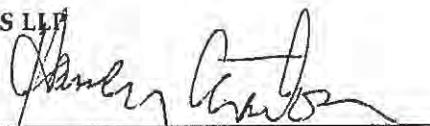
**\$2,340.67**

188.33

**GRAND TOTAL****\$20,163.22**

CHAITONS LLP

per:

  
 Harvey Chaiton,

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4176131v2

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$495.00	25.20	\$12,474.00
SAM RAPPOS	\$485.00	6.30	\$3,055.50
POPPY SYNARONG	\$190.00	0.40	\$76.00
Total:		31.90	\$15,605.50

GST No R124110933

INVOICE NUMBER: 266419

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4176131v2

**THIS IS EXHIBIT "C" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**

A handwritten signature in black ink, appearing to be 'A. R.', written over a horizontal line.

**A Commissioner Etc.**

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



INVOICE NUMBER: 268933

October 31, 2018

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
Our file: 006998-56866

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including October 31, 2018:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$8,155.50	
SUB-TOTAL		\$8,155.50
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$438.05	
SUBJECT TO HST	\$642.35	
SUB-TOTAL		\$1,080.40
HST at 13.00%		\$1,143.72
<b>GRAND TOTAL</b>		<b>\$10,379.62</b>

Amount payable on the current invoice	\$10,379.62
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$10,379.62</u></b>
<b>Trust Balance</b>	

GST No R124110933

INVOICE NUMBER: 268933

E. & O.E. Payment due on receipt of the account. In accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



**PROFESSIONAL FEES:**

- Apr 4, 18      Drafted order; revised draft affidavit; reviewed and drafted correspondence;
- Apr 6, 18      Attended before Commercial List for motion; attended to having order entered; reviewed and drafted correspondence;
- Apr 9, 18      To preparation of an Application to Amend Based on Court Order;
- Apr 11, 18     Reviewed and drafted correspondence;
- Apr 11, 18     To review court order and draft instrument in anticipation of registration;
- May 9, 18      Reviewed and drafted correspondence;
- Jun 6, 18      Reviewed and drafted correspondence;
- Jun 14, 18     Reviewed and drafted correspondence;
- Jun 15, 18     Reviewed and drafted correspondence;
- Jun 18, 18     Reviewed search results; drafted correspondence to LRO to rectify issue on parcels; completed LRO form; reviewed and drafted correspondence;
- Jun 19, 18     Considered matters related to request from Loblaw's for contribution toward legal fees;
- Jun 20, 18     Reviewed file; discussed matters with S. Rappos;
- Jun 20, 18     Discussed Loblaw costs issue with H. Chaiton and with client; drafted correspondence to Loblaw's lawyers;
- Jun 21, 18     Reviewed correspondence from client providing status update;
- Jul 4, 18      Reviewed and revised draft trustee report; reviewed and drafted correspondence;
- Jul 5, 18      Reviewed and drafted correspondence;
- Jul 9, 18      Reviewed and drafted correspondence regarding condo arrears on parking unit 178;
- Jul 10, 18     Revised draft trustee report; reviewed and drafted correspondence; drafted notice of motion;
- Jul 11, 18     Reviewed parcel register and drafted approval and vesting order; reviewed and drafted correspondence;

GST No R124110993

INVOICE NUMBER: 268933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4333839v2



Jul 16, 18	Prepared for and attended before Commercial List for motion; attended to having court order issued and entered; reviewed and drafted correspondence;
Jul 23, 18	Reviewed and drafted correspondence;
Jul 24, 18	Reviewed and drafted correspondence;
Jul 27, 18	Discussed matters with counsel to commercial unit holder and drafted correspondence with respect thereto;
Sep 28, 18	Reviewed and responded to letter;
Oct 9, 18	Reviewed court orders and drafted correspondence to counsel to lien claimant;
Oct 11, 18	Reviewed and drafted correspondence;
	To all matters of a general nature not more particularly referred to herein;

**TOTAL PROFESSIONAL FEES****\$8,155.50**

HST at 13.00%

1,060.22

**DISBURSEMENTS:****Subject to HST:**

Kap Litigation Services Taxable	\$120.00	
Teraview Charges Taxable	\$522.35	
		\$642.35

**Non-Taxable:**

File Motion Record(s) Non-taxable	\$160.00	
Teraview Charges Non-taxable	\$278.05	
		\$438.05

**TOTAL DISBURSEMENTS****\$1,080.40**

HST at 13.00%

83.51

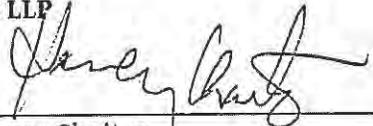


GRAND TOTAL

\$10,379.62

CHAITONS LLP

per:

  
\_\_\_\_\_  
Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$695.00	0.70	\$486.50
SAM RAPPOS	\$495.00	15.20	\$7,524.00
ALEXANDRA KRANCEVIC	\$250.00	0.20	\$50.00
CINDY INGRAM	\$190.00	0.50	\$95.00
Total:		16.60	\$8,155.50

GST No R124110933

INVOICE NUMBER: 268933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4333839v2

**THIS IS EXHIBIT "D" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**

A handwritten signature in black ink, appearing to be 'A. R.', is written over a horizontal line.

**A Commissioner Etc.**

5000 YONGE STREET, 10<sup>TH</sup> FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



INVOICE NUMBER: 272115

June 30, 2019

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
Our file: **006998-56866**

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including June 30, 2019:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$4,882.50	
SUB-TOTAL		\$4,882.50
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$440.80	
SUBJECT TO HST	\$383.73	
SUB-TOTAL		\$824.53
HST at 13.00%		\$684.61
<b>GRAND TOTAL</b>		<b>\$6,391.64</b>

Amount payable on the current invoice	\$6,391.64
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$6,391.64</u></b>
<b>Trust Balance</b>	

HST No R124110933

INVOICE NUMBER: 272115

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, Interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

- Jan 9, 19 Discussed matters with City regarding orphaned parcel and reviewed and drafted correspondence relating thereto;
- Jan 15, 19 Reviewed and drafted correspondence regarding response to the City;
- Feb 6, 19 Reviewed and drafted correspondence regarding status of the matter;
- Feb 7, 19 Reviewed and drafted status update correspondence;
- Apr 1, 19 Discussed matters with client; reviewed and drafted correspondence;
- Apr 2, 19 Reviewed parcel registers and drafted correspondence regarding same; reviewed and drafted correspondence regarding scheduling court time;
- Apr 3, 19 Reviewed and drafted correspondence;
- Apr 5, 19 Reviewed and drafted correspondence;
- Apr 8, 19 Reviewed draft report; reviewed and drafted correspondence; reviewed parcel;
- Apr 9, 19 Reviewed and finalized draft report; reviewed and drafted correspondence; drafted notice of motion and finalized motion record;
- Apr 11, 19 Drafted court order; reviewed and drafted correspondence;
- Apr 12, 19 Prepared for and attended motion before Commercial List; attended to getting order entered; reviewed and drafted correspondence;

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HST No R124110933

INVOICE NUMBER: 272115

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4523921v2



Apr 15, 19 Reviewed and drafted correspondence and reviewed draft application to register a vesting order;

Apr 23, 19 Reviewed and drafted correspondence;  
To all matters of a general nature not more particularly referred to herein;

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**TOTAL PROFESSIONAL FEES**
**\$4,882.50**

HST at 13.00%

634.73

**DISBURSEMENTS:****Subject to HST:**

Kap Litigation Services Taxable	\$65.00	
Teraview Charges Taxable	\$302.35	
Long Distance Telephone Taxable	\$10.08	
Photocopying Charges Taxable	\$6.30	
		<b>\$383.73</b>

**Non-Taxable:**

File Motion Record(s) Non-taxable	\$320.00	
Teraview Charges Non-taxable	\$120.80	
		<b>\$440.80</b>

HST No R124110933

INVOICE NUMBER: 272115

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



**TOTAL DISBURSEMENTS**  
HST at 13.00%

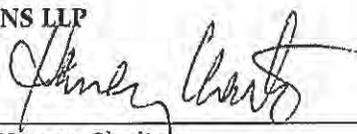
**\$824.53**  
49,88

**GRAND TOTAL**

**\$6,391.64**

**CHAITONS LLP**

per:

  
\_\_\_\_\_  
Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$525.00	9.30	\$4,882.50
Total:		9.30	\$4,882.50

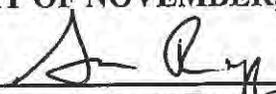
HST No R124110933

INVOICE NUMBER: 272115

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4523921v2

**THIS IS EXHIBIT "E" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**



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**A Commissioner Etc.**

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



**INVOICE NUMBER: 273521**

**October 31, 2019**

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

**Re: SOUTH UNIONVILLE SQUARE (SUSQ)**  
**Our file: 006998-56866**

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including October 31, 2019:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$2,532.50	
SUB-TOTAL		\$2,532.50
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$410.00	
SUBJECT TO HST	\$243.95	
SUB-TOTAL		\$653.95
HST at 13.00%		\$360.94
<b>GRAND TOTAL</b>		<b>\$3,547.39</b>

Amount payable on the current invoice	\$3,547.39
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$3,547.39</u></b>
<b>Trust Balance</b>	

HST No R124110933

INVOICE NUMBER: 273521

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

Jul 2, 19	SPR	Reviewed draft statutory declaration and reviewed and drafted correspondence regarding same;
Jul 3, 19	SPR	Reviewed and drafted correspondence regarding statutory declaration and reviewed parcels;
Jul 9, 19	SPR	Reviewed and drafted correspondence;
Jul 12, 19	SPR	Reviewed and drafted correspondence regarding statutory declaration;
Jul 24, 19	SPR	Reviewed and responded to correspondence;
Jul 25, 19	SPR	Reviewed and responded to correspondence;
Aug 13, 19	SPR	Reviewed and drafted correspondence;
Aug 15, 19	SPR	Reviewed and commented on draft report and drafted correspondence regarding same;
Aug 23, 19	SPR	Reviewed and drafted correspondence;
Aug 26, 19	SPR	Revised draft report and reviewed and drafted correspondence regarding same;
Aug 28, 19	SPR	Drafted order and other motion materials;
Aug 29, 19	SPR	Finalized motion materials for approval of sale of unit; updated service list;
Sep 4, 19	SPR	Reviewed and drafted correspondence;
Sep 10, 19	ST	Court appearance for an unopposed motion approving the approval and vesting order for Unit 85 as per S. Rapos' instructions;
Sep 16, 19	SPR	Reviewed and drafted correspondence;

**TOTAL PROFESSIONAL FEES**  
HST at 13.00%

**\$2,532.50**  
329.23

HST No R124110933

INVOICE NUMBER: 273521

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**DISBURSEMENTS:****Subject to HST:**

Kap Litigation Services Taxable	\$35.00	
Teraview Charges Taxable	\$205.65	
Photocopying Charges Taxable	\$3.30	
		\$243.95

**Non-Taxable:**

File Motion Record(s) Non-taxable	\$320.00	
Teraview Charges Non-taxable	\$90.00	
		\$410.00

**TOTAL DISBURSEMENTS**

HST at 13.00%

**\$653.95**

31.71

**GRAND TOTAL****\$3,547.39****CHAYTONS LLP**per:  \_\_\_\_\_

HST No R124110933

INVOICE NUMBER: 273521

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, Interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**LAWYERS' SUMMARY:**

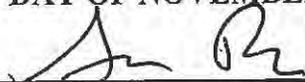
Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$525.00	4.30	\$2,257.50
SANEEA TANVIR	\$275.00	1.00	\$275.00
Total:		5.30	\$2,532.50

HST No R124110933

INVOICE NUMBER: 273521

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**THIS IS EXHIBIT "F" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**



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**A Commissioner Etc.**

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9  
www.chaitons.com



INVOICE NUMBER: 275492

February 29, 2020

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
Our file: 006998-56866

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 29, 2020:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$802.50	
SUB-TOTAL		\$802.50
<b>DISBURSEMENTS</b>		
SUBJECT TO HST	\$3.90	
SUB-TOTAL		\$3.90
HST at 13.00%		\$104.83
<b>GRAND TOTAL</b>		<b>\$911.23</b>

Amount payable on the current invoice	\$911.23
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$911.23</u></b>
<b>Trust Balance</b>	

HST No R124110933

INVOICE NUMBER: 275492

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

Nov 5, 19	SPR	Reviewed and drafted correspondence regarding Tarion matters;
Nov 7, 19	SPR	Reviewed and drafted correspondence regarding Tarion matter;
Jan 10, 20	SPR	Reviewed and drafted correspondence;
Feb 12, 20	SPR	Reviewed and drafted correspondence regarding Am-Stat;
Feb 19, 20	SPR	Reviewed and drafted correspondence; attended to scheduling of court date;

**TOTAL PROFESSIONAL FEES**  
HST at 13.00%

**\$802.50**  
104.33

**DISBURSEMENTS:****Subject to HST:**

Photocopying Charges Taxable

\$3.90\$3.90

**TOTAL DISBURSEMENTS**  
HST at 13.00%

**\$3.90**  
0.51

**GRAND TOTAL****\$911.23****CHAITONS LLP**

per:



Sam Rappos

HST No R124110933

INVOICE NUMBER: 275492

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, Interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**LAWYERS' SUMMARY:**

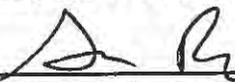
Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$540.00	1.00	\$540.00
SAM RAPPOS	\$525.00	0.50	\$262.50
Total:		1.50	\$802.50

HST No R124110933

INVOICE NUMBER: 275492

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**THIS IS EXHIBIT "G" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**



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**A Commissioner Etc.**

**Chaitons**<sup>LLP</sup>

INVOICE NUMBER: 277742

August 31, 2020

RSM CANADA LIMITED  
 11 KING STREET WEST, SUITE 700  
 TORONTO, ON M5H 4C7

Re: **SOUTH UNIONVILLE SQUARE (SUSQ)**  
 Our file: 006998-56866

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including August 31, 2020:

<b>PROFESSIONAL FEES</b>		
SUBJECT TO HST	\$4,428.00	
SUB-TOTAL		\$4,428.00
<b>DISBURSEMENTS</b>		
NON TAXABLE	\$346.20	
SUBJECT TO HST	\$52.20	
SUB-TOTAL		\$398.40
HST at 13.00%		\$582.43
<b>GRAND TOTAL</b>		<u>\$5,408.83</u>

Amount payable on the current invoice	\$5,408.83
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<u><b>\$5,408.83</b></u>
<b>Trust Balance</b>	

HST No R124110933

INVOICE NUMBER: 277742

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

Mar 16, 20	SPR	Reviewed and drafted correspondence regarding Am-Stat and need to re-schedule motion for approval of sale of parking spot;
May 22, 20	SPR	Reviewed draft email to Am-Stat and documents and voicemail and responded;
May 25, 20	SPR	Reviewed correspondence;
Jun 3, 20	SPR	Drafted correspondence;
Jul 16, 20	SPR	Reviewed and drafted correspondence;
Jul 27, 20	SPR	Reviewed and drafted correspondence;
Aug 20, 20	SPR	Reviewed and drafted correspondence; reviewed parcels; revised draft report;
Aug 24, 20	SPR	Reviewed and drafted correspondence;
Aug 25, 20	SPR	Reviewed and drafted correspondence; finalized draft report; drafted notice of motion; drafted orders; finalized motion record for service;
Aug 26, 20	SPR	Reviewed and drafted correspondence; revised motion record; revised draft orders;
Aug 28, 20	SPR	Prepared for and attended motion before Court via Zoom; reviewed and drafted correspondence;

**TOTAL PROFESSIONAL FEES****\$4,428.00**

HST at 13.00%

575.64

**DISBURSEMENTS:****Subject to HST:**

Teraview Charges Taxable

\$52.20

HST No R124110933

INVOICE NUMBER: 277742

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, Interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

3.

\$52.20

**Non-Taxable:**

File Motion Record(s) Non-taxable  
Teraview Charges Non-taxable

\$320.00  
\$26.20

\$346.20

**TOTAL DISBURSEMENTS**  
HST at 13.00%

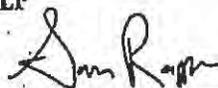
**\$398.40**  
6.79

**GRAND TOTAL**

**\$5,408.83**

**CHAITONS LLP**

per:



Sam Rappos

HST No R124110933

INVOICE NUMBER: 277742

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$540.00	8.20	\$4,428.00
Total:		8.20	\$4,428.00

HST No R124110933

INVOICE NUMBER: 277742

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4868825v1

**THIS IS EXHIBIT "H" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**

A handwritten signature in black ink, appearing to be 'A. R.', written over a horizontal line.

**A Commissioner Etc.**

# Chaitons<sup>LLP</sup>

**INVOICE NUMBER: 278596**

**October 31, 2020**

RSM CANADA LIMITED  
11 KING STREET WEST, SUITE 700  
TORONTO, ON M5H 4C7

**Re: SOUTH UNIONVILLE SQUARE (SUSQ)**  
**Our file: 006998-56866**

**FOR PROFESSIONAL SERVICES RENDERED** on this matter up to and including October 31, 2020:

**PROFESSIONAL FEES**

SUBJECT TO HST	\$1,350.00	
SUB-TOTAL		\$1,350.00

**DISBURSEMENTS**

NON TAXABLE	\$71.00	
SUBJECT TO HST	\$136.00	
SUB-TOTAL		\$207.00
HST at 13.00%		\$193.18

**GRAND TOTAL**

**\$1,750.18**

Amount payable on the current invoice	\$1,750.18
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b><u>\$1,750.18</u></b>
<b>Trust Balance</b>	

HST No R124110933

INVOICE NUMBER: 278596

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

Sep 1, 20 Reviewed and drafted correspondence regarding upcoming motion and condo liens;

Sep 8, 20 Reviewed and drafted correspondence;

Sep 14, 20 Reviewed and drafted correspondence;

Sep 22, 20 Reviewed search results regarding unsold units and drafted correspondence regarding same;

Oct 28, 20 Reviewed and drafted correspondence regarding next motion and outstanding matters;

Oct 29, 20 Reviewed and drafted correspondence;

Oct 30, 20 Reviewed and drafted correspondence;

To all matters of a general nature not more particularly referred to herein;

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**TOTAL PROFESSIONAL FEES**
**\$1,350.00**

HST at 13.00%

175.50

**DISBURSEMENTS:**
**Subject to HST:**

Teraview Charges Taxable	\$136.00	\$136.00
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**Non-Taxable:**

Teraview Charges Non-taxable	\$71.00	\$71.00
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HST No R124110933

INVOICE NUMBER: 278596

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

# Chaitons<sup>LLP</sup>

3.

**TOTAL DISBURSEMENTS**  
HST at 13.00%

**\$207.00**  
17.68

**GRAND TOTAL**

**\$1,750.18**

**CHAITONS LLP**



per: \_\_\_\_\_

Sam Rappos

HST No R124110933

INVOICE NUMBER: 278596

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4928377v2

# Chaitons<sup>LLP</sup>

4.

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$540.00	2.50	\$1,350.00
Total:		2.50	\$1,350.00

HST No R124110933

INVOICE NUMBER: 278596

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4928377v2

**THIS IS EXHIBIT "I" TO  
THE AFFIDAVIT OF MAYA POLIAK  
SWORN BEFORE ME THIS 24<sup>th</sup>  
DAY OF NOVEMBER, 2020**



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**A Commissioner Etc.**

SUMMARY

<b>Lawyer</b>	<b>Year of Call</b>	<b>Hours Billed</b>	<b>Hourly Rate</b>	<b>Amount Billed</b>
Harvey Chaiton	1982	0.70	\$695.00	\$486.50
Sam Rappos	2005	34.30	\$485.00	\$16,635.50
Sam Rappos	2005	40.40	\$495.00	\$19,998.00
Sam Rappos	2005	14.10	\$525.00	\$7,402.50
Sam Rappos	2005	10.70	\$540.00	\$6,318.00
Michael Kril-Mascarin	2014	3.40	\$300.00	\$1,020.00
Alexandra Krancevic	2017	0.20	\$250.00	\$50.00
Sanea Tanvir	2019	1.00	\$275.00	\$275.00
Cindy Ingram	Articling Student	0.50	\$190.00	\$95.00
Poppy Synarong	Articling Student	0.40	\$190.00	\$76.00
<b>Total Hours and Amounts Billed</b>		<b>105.70</b>		<b>\$52,356.50</b>
<b>Average Hourly Rate</b>			<b>\$495.33</b>	
<b>Total Disbursements</b>				<b>\$6,084.18</b>
<b>Total Taxes (HST)</b>				<b>\$7,212.34</b>
<b>TOTAL</b>				<b>\$65,653.02</b>

**IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV-15-10882-00CL

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

Proceedings commenced at Toronto

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**FEE AFFIDAVIT OF  
MAYA POLIAK**  
(sworn November 24, 2020)

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**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

**IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED  
AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV15-10882-00CL

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

Proceedings commenced at Toronto

**MOTION RECORD OF  
THE TRUSTEE**

(re approval of sale of the Kiosk Unit, approval of the Reports, and approval of fees and disbursements)  
(motion returnable December 2, 2020)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Sam Rappos** (LSO #51399S)  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for RSM Canada Limited,  
Court-appointed Trustee**