

**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 Unit 85 and ancillary relief)
(motion returnable September 10, 2019)

August 29, 2019

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INDEX

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

INDEX

<u>Tab</u>	<u>Document</u>
1.	Notice of Motion returnable September 10, 2019
2.	Twenty-Fifth Report of the Trustee dated August 26, 2019
A.	Appendix "A" – Agreement of Purchase and Sale
B.	Appendix "B" – Parcel Register for Unit 85
3.	Draft Order
4.	Blackline to Model Order

TAB 1

Court File No. CV15-10882-00CL

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

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

NOTICE OF MOTION

(re approval of sale of Unit 85 and ancillary relief)
(motion returnable September 10, 2019)

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 September 10, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

- (a) an order approving the sale by the Trustee of Phase II commercial unit 85 (“Unit 85”) to 1289565 Ontario Inc. (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;

- (b) authorizing the Trustee to distribute \$1,695.90 from the net sale proceeds of Unit 85 to York Region Standard Condominium Corporation No. 1228 (“**YRSCC 1228**”), on account of its registered condominium lien; and
- (c) 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;

- 3 -

- (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 Transaction

4. The Property includes Unit 85, which is a commercial unit 489 gross square feet in size and is an exterior unit located on the ground level facing South Unionville Avenue.
5. The Trustee previously retained TradeWorld Realty Inc. (“**TradeWorld**”) in May 2015 to list, among other things, Unit 85.
6. In its over 20-month period as real estate listing agent for Unit 85, TradeWorld did not receive any offers to purchase the unit.
7. The Trustee allowed its listing agreement with TradeWorld to expire on January 15, 2017.
8. The Trustee retained Century 21 as its real estate listing agent on February 3, 2017.
9. Based on the advice and recommendation of Century 21, the listing price for Unit 85 was reduced from the listing price previously used by TradeWorld.
10. The offer received from the Purchaser for Unit 85 is for less than the listing price for the unit. However, the Trustee believes that Unit 85 has been fairly and properly exposed to

the market through the listings by TradeWorld and Century 21, that all reasonable steps have been taken to obtain the best price possible for the unit, and recommends that the sale transaction for Unit 85 be approved by the Court and the necessary vesting order be granted.

11. The sale transaction is conditional on Court approval and, if such approval is granted, the sale is expected to close on September 16, 2019.
12. 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 of \$1,695.90, which it is entitled to in connection with its registered condominium lien for unpaid condominium fees for the period prior to the Trustee's appointment.

General

13. The Twenty-Fifth Report of the Trustee dated August 26, 2019 (the "**Twenty-Fifth Report**") and the appendices thereto.
14. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
15. The equitable and inherent jurisdiction of the Court.
16. 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-Fifth Report and the appendices thereto; and

2. such further and other material as counsel may advise and this Honourable Court may permit.

August 29, 2019

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Court-appointed 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-KENNED DEVELOPMENT CORPORATION

FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1)

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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 Unit 85 and ancillary relief)
(motion returnable September 10, 2019)

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

August 26, 2019

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 Justice Hainey of the Ontario Court of Justice made on December 5, 2017 ("**December 5, 2017 Order**"), 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, 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-FIFTH REPORT

4. The purpose of this Twenty-Fifth Report of the Trustee (the "**Twenty-Fifth Report**") is to request that the Court grant an order:
- (a) approving the sale by the Trustee of Phase II Unit 85 to 1289565 Ontario Inc. (the "**Unit 85 Purchaser**");
 - (b) vesting Phase II Unit 85 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 \$1,695.90 from the net sale proceeds of Phase II Unit 85 to YRSCC 1228 (as defined below), on account of its registered condominium lien.

TERMS OF REFERENCE

5. In preparing this Twenty-Fifth 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-Fifth 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.

SALE OF UNIT 85

Phase II Commercial Units at the SUSQ Project

6. 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 on certain portions of the Property, which is located in Markham, Ontario.

Phase II

7. 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 (including Unit 85).
8. The second stage of the Phase II development and construction was the twenty-one commercial units (collectively, the "**Phase II Commercial Units**").
9. On January 16, 2015, the registered owner of the land where the Phase II Commercial Units were located was transferred from JKDC to York Region

Standard Condominium Corporation No. 1228 ("YRSCC 1228"). As a result, the Phase II Commercial Units now form part of YRSCC 1228.

10. 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.
11. 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. These two units were subsequently re-listed and sold by the Trustee on January 31, 2017.
12. 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.
13. Phase II Unit 85 is the only Phase II Commercial Unit that is still available for sale by the Trustee.

Real Estate Agents

14. 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.
15. 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. TradeWorld had listed Unit 85 for \$235,900.
16. After several extensions, the Trustee allowed this agreement to expire on January 15, 2017.
17. In its over 20-month period as real estate listing agent for Unit 85, TradeWorld did not receive any offers to purchase this unit.
18. Given the number of units still available for sale and the ongoing carrying costs for these units, the Trustee requested a proposal from Century 21, who had recently sold similar units in the same market. Century 21 proposed a targeted, comprehensive three phase marketing campaign with supportable price reductions in order to profile and sell the remaining units. This campaign included: a full-time sales representative on site seven days a week, two sales events, three festival events, targeted radio/magazine advertising and detailed monthly reports, all at Century 21's expense.
19. The Trustee retained Century 21 as its real estate listing agent for all unsold Property (excluding certain parking units) on February 3, 2017.

Phase II Unit 85

20. Phase II Unit 85 is 489 gross square feet and is an exterior unit located on the ground level facing South Unionville Avenue. Century 21 initially listed this unit for sale at a price of \$235,900 in February 2017. This price was reduced to \$212,300 on October 25, 2017 and \$199,500 on May 28, 2018.
21. One party submitted an offer of \$150,000 on September 13, 2018, however the Trustee was not able to complete a transaction with that offeror.
22. The Unit 85 Purchaser submitted an offer of \$150,000 on August 6, 2019 with no conditions and a September 27, 2019 closing. The Trustee signed back the offer at \$160,000 with a September 16, 2019 closing. After some discussions, an offer of \$150,000 with a September 16, 2019 closing was accepted as set out in the agreement of purchase and sale executed by the Unit 85 Purchaser on August 13, 2019, a copy of which is attached hereto and marked as **Appendix "A"**. A copy of the parcel register for Phase II Unit 85 is attached hereto and marked as **Appendix "B"**.
23. Unit 85 is subject to the following encumbrances:
 - (a) a \$30.0 million charge in favour of Aviva Insurance Company of Canada ("**Aviva**");
 - (b) a \$16.5 million charge in favour of Aviva;
 - (c) a \$45 million charge in favour of Laurentian Bank of Canada;

- 8 -

- (d) a \$10 million charge in favour of Am-Stat Corporation;
 - (e) construction liens; and
 - (f) a condominium lien in favour of YRSCC No. 1228.
24. The Trustee believes that Phase II Unit 85 has been fairly and sufficiently exposed to the market through the listing with TradeWorld and the recent targeted marketing campaign completed by Century 21, and that all reasonable steps have been taken to obtain the best price possible for the unit.
25. On this basis, the Trustee recommends that the sale transaction be approved by the Court, as:
- (a) the Trustee has received one other offer for this unit for \$150,000 on September 13, 2018 and was not able to complete a transaction with that offeror;
 - (b) the subject offer is recommended by Century 21 based on current market conditions and the fact that it is the last commercial unit available for sale by the Trustee in Phase II;
 - (c) the Trustee will no longer be required to pay ongoing operating costs for Phase II Unit 85 including property taxes and condominium fees;
 - (d) the owner is an end-user who will operate a retail business; and
 - (e) the offer is unconditional other than with respect to the Trustee obtaining Court approval of the sale transaction and a vesting order.

- 9 -

26. If the Court approves the sale transaction, the sale of Phase II Unit 85 is scheduled to close on September 16, 2019.
27. 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 of \$1,695.90, which it is entitled to in connection with its registered condominium lien for unpaid condominium fees for the period prior to the Trustee's appointment.

All of which is respectfully submitted to this Court as of this 26th day of August, 2019.

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

TAB A

SOUTH UNIONVILLE SQUARE
COMMERCIAL UNITS
POST REGISTRATION

Unit(s) 85 Level
Suite A1

AGREEMENT OF PURCHASE AND SALE

The undersigned, 1289585 Ontario Inc.
(collectively, the "Purchaser"), hereby agrees with JADE-KENNEDY DEVELOPMENT CORPORATION, by RBM Canada Limited as Court Appointed Trustee Under the Construction Lien Act (the "Vendor") to purchase the above captioned Unit(s) as outlined for identification purposes only on the sketch attached hereto as Schedule "A", being a unit in York Region Standard Condominium Plan No. 1228 located at 8321 Kennedy Rd Suite A1, Unit #85 Markham, Ontario together with an undivided interest in the common elements appurtenant to such unit and the exclusive use of those parts of the common elements attaching to such unit, as set out in the Declaration (collectively, the "Unit") on the following terms and conditions:

The purchase price of the Unit (the "Purchase Price") exclusive of Harmonized Sales Tax, is ~~\$180,000.00~~ \$150,000.00 150,000.00
One Hundred and Fifty Thousand Sixty DOLLARS in lawful money of Canada 150,000.00

(a) 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 Fifteen Thousand Dollars (15,000.00) Dollars submitted with this Agreement, as a deposit; and

(ii) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's solicitor on the Unit Transfer Date, subject to the adjustments hereinafter set forth.

2. (a) The transfer of title to the Unit shall be completed on September 27, 2018 (the "Unit Transfer Date").

(b) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:

Address: 301-350 Hwy 7 E.
Suite # Street Ontario L4B 3N2
City Richmond Hill Province Postal Code
Telephone (B): 416-414-1997 (B)
Facsimile: E-Mail address: Vincentho@pfaifporsche.com

(c) 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 2(c) 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 hereto and are contained on subsequent pages. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.

DATED at Markham, this 6th day of August, 2018

SIGNED, SEALED AND DELIVERED in the presence of
PURCHASER _____ D.O.B. _____ S.I.N. _____
PURCHASER _____ D.O.B. _____ S.I.N. _____
(as to all Purchaser's signatures, if more than purchaser)
PURCHASER'S SOLICITOR: Hui Henry K. & Assocs.
Address: 301-350 Hwy 7 E.
Telephone: 905-881-1222 Facsimile: 905-881-1222

The undersigned accepts this offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at Markham, this 6th day of August, 2018

Vendor's Solicitors:
Hams, Sheaffer, LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario, M2P 2B5
Phone: 416-250-5800 Fax 416-250-5300
Attn: Mark L. Karoly

JADE-KENNEDY DEVELOPMENT CORPORATION
BY RBM Canada Limited as Court Appointed Trustees
under the Construction Lien Act
Per: _____
Authorized Signing Officer
I have the authority to bind the Corporation.

1) This offer is subject to the Trustee obtaining court approval of this offer
2) This offer is irrevocable by the Vendor until 11:59 pm August 9th, 2018 at which time if not accepted by the Purchaser, this offer will be null and void.

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. 65)

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 monies 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 therewith. 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 whomever the mortgagees may direct) on the Unit Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and

- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgagees and to register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof 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 thereof, 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 28 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 consequence 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), severance 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 replace 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 extras 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, committee 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 sales 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 sale 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, Sheaffer, 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

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 at 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 agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax 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 thereto 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.

LS


 c/o RSM CANADA LIMITED, CONSTRUCTION LIEN TRUSTEE
 11 KING STREET WEST, SUITE 700, TORONTO, ONTARIO
 7
 M5H 4C7 d

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 6704 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.

Noise/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.

- (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, tradesmen 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) Whenever 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

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 (i) 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:

- (a) 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;
- (b) 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;
- (c) 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 excess 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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);
- (h) 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) (ii) of The Income Tax Act R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview 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;
- (j) 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
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

LS

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.

in a

SCHEDULE "B" TO AGREEMENT OF PURCHASE AND SALE

THE UNDERSIGNED being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. A Disclosure Statement dated February 17, 2009, a Supplemental Disclosure Statement dated April 28, 2009 and accompanying documents in accordance with Section 72 of the Act.
2. The Budget.
3. The Declaration of York Region Standard Condominium Corporation No. 1228 registered in the Land Registry office for the Land Titles Division of York on April 17, 2013 as Instrument No. YR1988897;
4. By-law No. 1 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as Instrument No. YR1870477;
5. By-law No. 2 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as Instrument No. YR1870484;
6. Management Agreement between the Condominium Corporation and Simerra Property Management Inc.
7. Rules of the Condominium Corporation.
8. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Markham this 8/1/2019 day of _____, 201__.

WITNESS:

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Purchaser

Purchaser

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TAB B



LAND REGISTRY OFFICE #65

29759-0841 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 6
PREPARED FOR Lynda001
ON 2019/08/15 AT 16:17:11

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

PROPERTY DESCRIPTION: UNIT 85, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR1966697; CITY OF MARKHAM

PROPERTY REMARKS:

RECENTLY:
ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

CONDOMINIUM FROM 02963-3694

CONCRETE CREATION DATE:
2015/01/06

OWNERS' NAMES

JADE-KENNEDY DEVELOPMENT CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/01/06 **						
MA31145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP OF MARKHAM		C
		REMARKS: BY-LAW NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKIMCHUK				
YR686388	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)				
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)				
YR694205	2005/08/31	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS				
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION AFFECTS THIRDDY AND FIFTHLY LANDS				
YR1149869	2008/04/16	TRANSFER	\$2,063,300	2022662 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
		REMARKS: PLANNING ACT STATEMENTS				
YR1149870	2008/04/16	TRANSFER	\$6,492,700	2030445 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
		REMARKS: PLANNING ACT STATEMENTS				
YR1444873	2010/02/24	TRANSFER	\$1,200,000	DOUGSON INVESTMENTS INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
		REMARKS: PLANNING ACT STATEMENTS				
YR1444874	2010/02/24	CHARGE	\$30,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	C
YR1445332	2010/02/25	NOTICE OF LEASE	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERMARKET INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

29759-0841 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1495980	2010/06/15	POSTPONEMENT REMARKS: YR1444874 TO YR1495979		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
YR1499090	2010/06/18	NOTICE REMARKS: PT 4 65R30830 PT 5 65R30830 PT 8 65R30830 - AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS		THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1533099	2010/08/13	POSTPONEMENT REMARKS: YR1444874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
YR1616918	2011/03/02	POSTPONEMENT REMARKS: YR1444874 TO YR1616829		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	C
YR1699150	2011/08/22	APL (GENERAL) REMARKS: YR1445332		T & T SUPERMARKET INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1721683	2011/10/03	CHARGE	\$16,500,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	C
YR1763873	2011/12/23	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1763874	2011/12/23	NO ASSGN RENT GEN REMARKS: YR1763873.		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1763902	2011/12/23	NO ASSGN RENT SPEC REMARKS: YR1445332.		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1764062	2011/12/23	POSTPONEMENT REMARKS: YR1721683 TO YR1763873		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
YR1832081	2012/06/01	NOTICE REMARKS: YR1763873	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MORENERGY CAPITAL CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1928490	2012/12/21	APL ABSOLUTE TITLE REMARKS: YR1841753 AND YR1924688		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 6
PREPARED FOR Lynda001
ON 2019/08/15 AT 16:17:11

29759-0841 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
65R34162	2013/03/05	PLAN REFERENCE				C
	REMARKS: STRATA					
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		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR1721663 TO YR1954840					
YR1954844	2013/03/13	POSTPONEMENT		LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR1763873 TO YR1954840					
YR1962278	2013/04/04	TRANSFER RELGABAND	\$1	JADE-KENNEDY DEVELOPMENT CORPORATION	JADE-KENNEDY DEVELOPMENT CORPORATION	C
	REMARKS: YR623430.					
YRCP1228	2013/04/17	STANDARD CONDO PLN				C
YR1966697	2013/04/17	CONDO DECLARATION		JADE KENNEDY DEVELOPMENT CORPORATION		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					
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YR2112686	2014/04/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
	REMARKS: BYLAW NO 3					
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C
YR2222713	2014/11/28	CONSTRUCTION LIEN	\$195,012	GLOBAL MECHANICAL LTD.		C
YR2230304	2014/12/11	CONSTRUCTION LIEN	\$226,447	FRENDEL KITCHENS LIMITED		C
YR2232092	2014/12/15	CONSTRUCTION LIEN	\$501,133	2050491 ONTARIO INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

29759-0841 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2233490	2014/12/17	CONSTRUCTION LIEN	\$132,902	GLOBAL PRECAST INC.		C
YR2235281	2014/12/19	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC		C
YR2236748	2014/12/24	CONSTRUCTION LIEN	\$81,519	TRIUMPH ROOFING & SHEET METAL INC.		C
YR2237716	2014/12/30	CONSTRUCTION LIEN	\$822,797	DIRCAM ELECTRIC LIMITED		C
YR2237952	2014/12/30	CONSTRUCTION LIEN	\$62,154	GREAT PYRAMID ALUMINUM LTD.		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAM WASTE & RECYCLING INC.		C
YR2238636	2015/01/02	CONSTRUCTION LIEN	\$11,978	PROCAN INC.		C
YR2238990	2015/01/05	CONDO AMENDMENT		JADE-KENNEDY DEVELOPMENT CORPORATION		C
		REMARKS: YR1966697. YRCP1228.				
YR2240570	2015/01/08	CONSTRUCTION LIEN	\$37,604	CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
YR2242380	2015/01/13	CERTIFICATE		FRENDEL KITCHENS LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2230304				
YR2248368	2015/01/27	CONSTRUCTION LIEN	\$601,566	IMPERIAL TRIM SUPPLY LTD.		C
YR2248401	2015/01/27	CERTIFICATE		GLOBAL MECHANICAL LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR222713 & YR2222162				
YR2248965	2015/01/28	CERTIFICATE		GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2235281				

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29759-0841 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2249452	2015/01/29	CONSTRUCTION LIEN	\$333,239	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
YR2250114	2015/01/30	NO CHNG ADDR CONDO		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR2251585	2015/02/03	CERTIFICATE		TRIUMPH ROOFING & SHEET METAL INC.		C
		REMARKS: CERTIFICATE OF ACTION FOR YR2236748				
YR2253220	2015/02/06	CERTIFICATE		DIRCAM ELECTRIC LIMITED	JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION - YR2237952				
YR2262436	2015/03/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SKYWAY CANADA LIMITED		
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2248368				
YR2265185	2015/03/10	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
		REMARKS: YR2249452 - CERT. OF ACTION				
YR2265419	2015/03/11	CONDO LIEN/98	\$1,933	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6
PREPARED FOR Lynda001
ON 2019/08/15 AT 16:17:11

29759-0841 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2276999	2015/04/10	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** SKYWAY CANADA LIMITED	THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	
YR2638724	2017/03/15	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SKYWAY CANADA LIMITED		

REMARKS: YR2254098

REMARKS: CERTIFICATE OF ACTION RE: YR2262436

REMARKS: YR2262436.

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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TAB 3

Court File No. CV15-10882-00CL

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

THE HONOURABLE)	TUESDAY, THE 10 th DAY
)	
JUSTICE)	OF SEPTEMBER, 2019

**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**

APPROVAL AND VESTING ORDER
(Phase II Commercial Unit 85)

THIS MOTION made by RSM Canada Limited, in its capacity as Court-appointed trustee over the lands and premises owned by Jade-Kennedy Development Corporation (“**JKDC**”), appointed pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the “**Trustee**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Trustee and 1289565 Ontario Inc. (the “**Purchaser**”) (the “**Sale Agreement**”) and appended to the Twenty-Fifth Report of the Trustee dated August 26, 2019 (the “**Twenty-Fifth Report**”), and vesting in the Purchaser the right, title and interest of JKDC in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twenty-Fifth Report and the Appendices thereto, and on hearing the submissions of counsel for the Trustee, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of service of Lucy Caterina sworn ●, 2019, filed,

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Trustee's Certificate**"), all of JKDC's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, construction liens, condominium liens, certificates of action, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Justice Pattillo dated February 11, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii)

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

3. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of York Region of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Purchased Assets more particularly identified in Schedule "B" hereto in fee simple, and is hereby directed to delete and expunge from title to the Purchased Assets all of the Claims listed in Schedule "C" hereto.

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

5. **THIS COURT ORDERS** that upon the closing of the Transaction, the Trustee is hereby authorized to distribute \$1,695.90 to York Region Standard Condominium Corporation No. 1228 ("**YRSCC No. 1228**") from the net sale proceeds of the Purchased Assets on account of YRSCC No. 1228's registered condominium lien against the Purchased Assets.

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

7. **THIS COURT ORDERS** that, notwithstanding:

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

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

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



Schedule A – Form of Trustee’s Certificate

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**

TRUSTEE’S CERTIFICATE
(Phase II Commercial Unit 85)

RECITALS

A. Pursuant to an Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (the "**Court**") dated February 11, 2015, Collins Barrow Toronto Limited was appointed as trustee pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "**Trustee**") of certain property of Jade-Kennedy Development Corporation ("**JKDC**").

B. Pursuant to an Order of the Court dated September 10, 2019 (the "**Approval and Vesting Order**"), the Court approved the agreement of purchase and sale between the Trustee and 1289565 Ontario Inc. (the "**Purchaser**") (the "**Sale Agreement**") and provided for the vesting in the Purchaser of JKDC’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the

Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement or the Approval and Vesting Order.

THE TRUSTEE CERTIFIES the following:

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

**RSM CANADA LIMITED, in its capacity as
Court-appointed Trustee of the Property of
Jade-Kennedy Development Corporation and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

PIN	Property Description
29759-0841 (LT)	Unit 85, Level A, York Region Standard Condominium Plan No. 1228 and its appurtenant interest; subject to and together with easements as set out in Schedule A as in YR1966697 ; City of Markham

Schedule C – Claims to be deleted and expunged from title to the Purchased Assets

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
YR1149869	2008/04/16	Transfer	\$2,063,300	2022662 Ontario Inc.	Jade-Kennedy Development Corporation
YR1149870	2008/04/16	Transfer	\$6,492,700	2030445 Ontario Inc.	Jade-Kennedy Development Corporation
YR1444873	2010/02/24	Transfer	\$1,200,000	Dougson Investments Inc.	Jade-Kennedy Development Corporation
YR1444874	2010/02/24	Charge	\$30,000,000	Jade-Kennedy Development Corporation	Aviva Insurance Company of Canada
YR1495980	2010/06/15	Postponement		Aviva Insurance Company of Canada	The Corporation of The Town of Markham
YR1533099	2010/08/13	Postponement		Aviva Insurance Company 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
YR1721683	2011/10/03	Charge	\$16,500,000	Jade-Kennedy Development Corporation	Aviva Insurance Company of Canada
YR1763873	2011/12/23	Charge	\$45,000,000	Jade-Kennedy Development Corporation	Laurentian Bank of Canada

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
YR1763874	2011/12/23	No Assgn Rent Gen		Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1763902	2011/12/23	No Assgn Rent Spec		Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1764062	2011/12/23	Postponement		Aviva Insurance Company of Canada	Laurentian Bank of Canada
YR1832081	2012/06/01	Notice	\$2	Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1954841	2013/03/13	Postponement		Aviva Insurance Company of Canada	The Corporation of The City of Markham
YR1954842	2013/03/13	Postponement		Aviva Insurance Company of Canada	The Corporation of The City of Markham
YR1954844	2013/03/13	Postponement		Laurentian Bank of Canada	The Corporation of The City of Markham
YR2029025	2013/09/04	Charge	\$10,000,000	Jade-Kennedy Development Corporation	Am-Stat Corporation
YR2222182	2014/11/27	Construction Lien	\$102,626	Global Mechanical Ltd.	
YR2222710	2014/11/28	Construction Lien	\$14,465	Global Fire Protection Ltd.	
YR2222713	2014/11/28	Construction Lien	\$195,012	Global Mechanical	

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
				Ltd.	
YR2230304	2014/12/11	Construction Lien	\$226,447	Frendel Kitchens Limited	
YR2232092	2014/12/15	Construction Lien	\$501,133	2050491 Ontario Inc.	
YR2233490	2014/12/17	Construction Lien	\$132,902	Global Precast Inc.	
YR2235281	2014/12/19	Construction Lien	\$249,916	Guest Tile Inc	
YR2236748	2014/12/24	Construction Lien	\$81,519	Triumph Roofing & Sheet Metal Inc.	
YR2237716	2014/12/30	Construction Lien	\$822,797	Dircam Electric Limited	
YR2237952	2014/12/30	Construction Lien	\$62,154	Great Pyramid Aluminum Ltd.	
YR2238316	2014/12/31	Construction Lien	\$10,826	Draglam Waste & Recycling Inc.	
YR2238636	2015/01/02	Construction Lien	\$11,978	Procan Inc.	
YR2240570	2015/01/08	Construction Lien	\$37,604	CRS Contractors Rental Supply General Partner Inc.	
YR2242380	2015/01/13	Certificate		Frendel Kitchens Limited	Jade-Kennedy Development Corporation, Mady Development

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
					Corporation, Mady Contract Division (2009) Ltd., Mady Contract Division Ltd., D. Mady Investments Inc., Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation
YR2248368	2015/01/27	Construction Lien	\$601,566	Imperial Trim Supply Ltd.	
YR2248401	2015/01/27	Certificate		Global Mechanical Ltd.	Jade-Kennedy Development Corporation, Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation
YR2248965	2015/01/28	Certificate		Guest Tile Inc.	Jade-Kennedy Development Corporation, Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation
YR2249452	2015/01/29	Construction Lien	\$333,239	Aluminium Window Design Installations Inc.	
YR2251585	2015/02/03	Certificate		Triumph Roofing &	

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
				Sheet Metal Inc.	
YR2253220	2015/02/06	Certificate		Dircam Electric Limited	Jade-Kennedy Development Corporation, 81 Capital Inc., Am-Stat Corporation, Laurentian Bank of Canada, Aviva Insurance Company of Canada
YR2254098	2015/02/10	Construction Lien	\$89,648	MJC Contracting 2014 Inc.	
YR2254630	2015/02/11	Certificate		Great Pyramid Aluminum Ltd.	81 Capital Inc., Am-Stat Corporation, Laurentian Bank of Canada, Aviva Insurance Company of Canada
YR2264794	2015/03/09	Certificate		Imperial Trim Supply Ltd.	Jade-Kennedy Development Corporation, Mady Contract Division Ltd., Mady Development Corporation, Mady Contract Division (2009) Ltd., D. Mady Investments Inc., Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
					Stat Corporation
YR2265185	2015/03/10	Certificate		Aluminium Window Design Installations Inc.	Ontario Superior Court of Justice
YR2265419	2015/03/11	Condo Lien/98	\$1,933	York Region Standard Condominium Corporation No. 1228	
YR2271382	2015/03/27	Certificate		MJC Contracting 2014 Inc.	Jade-Kennedy Development Corporation, Her Majesty the Queen in Right of Ontario as Represented by the Ministry of Transportation, The Regional Municipality of York, City of Markham, Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation, 1475398 Ontario Inc., BMW Group Financial Services Canada, A Division of BMW Canada Inc., BMW Canada Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Assets**

(unaffected by the Approval and Vesting Order)

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
MA31145	1951/07/26	Bylaw		The Corporation of the Township of Markham	
YR686388	2005/08/18	Notice		Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport	
YR686395	2005/08/18	Notice		Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport	
YR694205	2005/08/31	Notice		Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport	
YR753574	2005/12/21	Notice		Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport	

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
YR1445332	2010/02/25	Notice of Lease	\$2	Jade-Kennedy Development Corporation	T. & T. Supermarket Inc.
YR1495979	2010/06/15	Notice	\$2	The Corporation of the Town of Markham	Jade-Kennedy Development Corporation
YR1499090	2010/06/18	Notice		The Corporation of The Town of Markham	Jade-Kennedy Development Corporation
YR1616829	2011/03/02	Notice	\$2	The Corporation of The Town of Markham	Jade-Kennedy Development Corporation, The Regional Municipality of York
YR1657121	2011/06/02	Transfer Easement	\$2	Jade-Kennedy Development Corporation	Rogers Communications Inc.
YR1699150	2011/08/22	APL (General)		T. & T. Supermarket Inc.	Jade-Kennedy Development Corporation
YR1895409	2012/10/05	No Sec Interest	\$2	Morenergy Capital Corporation	
YR1928490	2012/12/21	APL Absolute Title		Jade-Kennedy Development Corporation	
65R34162	2013/03/05	Plan Reference			
YR1954840	2013/03/13	Notice		The Corporation of The City of Markham	Jade-Kennedy Development Corporation

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
YR1962278	2013/04/04	Transfer Rel&Aband	\$1	Jade-Kennedy Development Corporation	Jade-Kennedy Development Corporation
YRCP1228	2013/04/17	Standard Condo Plan			
YR1966697	2013/04/17	Condo Declaration		Jade-Kennedy Development Corporation	
YR1970477	2013/04/29	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1228	
YR1970484	2013/04/29	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1228	
YR2112686	2014/04/03	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1228	
YR2238990	2015/01/05	Condo Amendment		Jade-Kennedy Development Corporation	
YR2250114	2015/01/30	No Chng Addr Condo		York Region Standard Condominium Corporation No. 1228	

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

APPROVAL AND VESTING ORDER
(Phase II Commercial Unit)
(Units 360, Level 1)

CHAITONS LLP

5000 Yonge Street, 10th 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

TAB 4

Revised: January 21, 2014

Court File No. CV15-10882-00CL

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

THE HONOURABLE) TUESDAY, THE 10th DAY
)
JUSTICE) OF SEPTEMBER, 2019

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

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 20YR

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

APPROVAL AND VESTING ORDER
(Phase II Commercial Unit 85)

- 2 -

THIS MOTION, made by [RECEIVER'S NAME]RSM Canada Limited, in its capacity as ~~the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~Court-appointed trustee over the lands and premises owned by Jade-Kennedy Development Corporation ("JKDC"), appointed pursuant to section 68(1) of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended (the "Trustee"), for an order approving the sale transaction (the ~~"Transaction"~~) contemplated by an agreement of purchase and sale (the ~~"Sale Agreement"~~) between the ~~Receiver and [NAME OF PURCHASER] (the "Trustee and 1289565 Ontario Inc. (the "Purchaser")~~ dated ~~[DATE]~~) (the ~~"Sale Agreement"~~) and appended to the Twenty-Fifth Report of the ~~Receiver~~Trustee dated ~~[DATE]~~August 26, 2019 (the ~~"Twenty-Fifth Report"~~), and vesting in the Purchaser the ~~Debtor's~~ right, title and interest of JKDC in and to the assets described in the Sale Agreement (the ~~"Purchased Assets"~~), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twenty-Fifth Report and the Appendices thereto, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Trustee, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME]service of Lucy Caterina sworn [DATE], 2019, filed¹,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ~~Receiver~~³Trustee is hereby authorized and

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~3~~

approved, with such minor amendments as the ~~Receiver~~Trustee may deem necessary. The ~~Receiver~~Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "~~Receiver~~Trustee's Certificate"), all of ~~the Debtor~~JKDC's right, title and interest in and to the Purchased Assets described in the Sale Agreement {and listed on **Schedule "B"** hereto}⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, construction liens, condominium liens, certificates of action, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of ~~the~~The Honourable Justice ~~[NAME]~~Pattillo dated ~~[DATE]~~February 11, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for

⁴ ~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the ~~Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver~~ Land Titles Division of ~~{LOCATION}~~ York Region of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the ~~subject real property~~ Purchased Assets more particularly identified in Schedule "B" hereto (~~the "Real Property"~~) in fee simple, and is hereby directed to delete and expunge from title to the ~~Real Property~~ Purchased Assets all of the Claims listed in Schedule "C" hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~ Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS** that upon the closing of the Transaction, the Trustee is hereby authorized to distribute \$1,695.90 to York Region Standard Condominium Corporation No. 1228

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~-5-~~

(“YRSCC No. 1228”) from the net sale proceeds of the Purchased Assets on account of YRSCC No. 1228’s registered condominium lien against the Purchased Assets.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "•" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7. **THIS COURT ORDERS** that, notwithstanding:

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

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

~~-6-~~

federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. — THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

~~8.~~ **9. THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Reeeiver~~Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Reeeiver~~Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Reeeiver~~Trustee and its agents in carrying out the terms of this Order.

Schedule A – Form of ~~Receiver~~Trustee's Certificate

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

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

~~RECEIVER~~TRUSTEE'S CERTIFICATE
(Phase II Commercial Unit 85)

RECITALS

A. Pursuant to an Order of ~~the~~The Honourable ~~[NAME OF JUDGE]~~Mr. Justice Pattillo of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor")~~. February 11, 2015. Collins Barrow Toronto Limited was appointed as trustee pursuant to section 68(1) of the Construction Lien Act, R.S.O. 1990, c. C.30.

as amended (the "Trustee") of certain property of Jade-Kennedy Development Corporation ("JKDC").

B. Pursuant to an Order of the Court dated ~~[DATE]~~ September 10, 2019 (the "Approval and Vesting Order"), the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (the "~~Sale Agreement~~") ~~between the Receiver [Debtor] and [NAME OF PURCHASER]~~ between the Trustee and 1289565 Ontario Inc. (the "Purchaser") (the "Sale Agreement") and provided for the vesting in the Purchaser of ~~the Debtor~~ JKDC's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) ~~that~~ the conditions to Closing as set out in ~~section 4~~ of the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement or the Approval and Vesting Order.

THE ~~RECEIVER~~ TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the ~~Receiver~~ Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section 4~~ of the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.

4. This Certificate was delivered by the ~~Receiver~~Trustee at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~RSM CANADA LIMITED, in its capacity as ~~Receiver of the undertaking, property and assets of {DEBTOR}~~Court-appointed Trustee of the Property of Jade-Kennedy Development Corporation and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

<u>PIN</u>	<u>Property Description</u>
<u>29759-0841 (LT)</u>	<u>Unit 85, Level A, York Region Standard Condominium Plan No. 1228 and its appurtenant interest; subject to and together with easements as set out in Schedule A as in YR1966697 ; City of Markham</u>

Schedule C – Claims to be deleted and expunged from title to ~~Real Property~~the Purchased Assets

- 2 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
YR1149869	2008/04/16	Transfer	\$2,063,300	2022662 Ontario Inc.	Jade-Kennedy Development Corporation
YR1149870	2008/04/16	Transfer	\$6,492,700	2030445 Ontario Inc.	Jade-Kennedy Development Corporation
YR1444873	2010/02/24	Transfer	\$1,200,000	Dougson Investments Inc.	Jade-Kennedy Development Corporation
YR1444874	2010/02/24	Charge	\$30,000,000	Jade-Kennedy Development Corporation	Aviva Insurance Company of Canada
YR1495980	2010/06/15	Postponement		Aviva Insurance Company of Canada	The Corporation of The Town of Markham
YR1533099	2010/08/13	Postponement		Aviva Insurance Company 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
YR1721683	2011/10/03	Charge	\$16,500,000	Jade-Kennedy Development Corporation	Aviva Insurance Company of Canada
YR1763873	2011/12/23	Charge	\$45,000,000	Jade-Kennedy Development Corporation	Laurentian Bank of Canada

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
YR1763874	2011/12/23	No Assgn Rent Gen		Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1763902	2011/12/23	No Assgn Rent Spec		Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1764062	2011/12/23	Postponement		Aviva Insurance Company of Canada	Laurentian Bank of Canada
YR1832081	2012/06/01	Notice	\$2	Jade-Kennedy Development Corporation	Laurentian Bank of Canada
YR1954841	2013/03/13	Postponement		Aviva Insurance Company of Canada	The Corporation of The City of Markham
YR1954842	2013/03/13	Postponement		Aviva Insurance Company of Canada	The Corporation of The City of Markham
YR1954844	2013/03/13	Postponement		Laurentian Bank of Canada	The Corporation of The City of Markham
YR2029025	2013/09/04	Charge	\$10,000,000	Jade-Kennedy Development Corporation	Am-Stat Corporation
YR2222182	2014/11/27	Construction Lien	\$102,626	Global Mechanical Ltd.	
YR2222710	2014/11/28	Construction Lien	\$14,465	Global Fire Protection Ltd.	
YR2222713	2014/11/28	Construction Lien	\$195,012	Global Mechanical	

- 4 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
				<u>Ltd.</u>	
<u>YR2230304</u>	<u>2014/12/11</u>	<u>Construction Lien</u>	<u>\$226,447</u>	<u>Frendel Kitchens Limited</u>	
<u>YR2232092</u>	<u>2014/12/15</u>	<u>Construction Lien</u>	<u>\$501,133</u>	<u>2050491 Ontario Inc.</u>	
<u>YR2233490</u>	<u>2014/12/17</u>	<u>Construction Lien</u>	<u>\$132,902</u>	<u>Global Precast Inc.</u>	
<u>YR2235281</u>	<u>2014/12/19</u>	<u>Construction Lien</u>	<u>\$249,916</u>	<u>Guest Tile Inc</u>	
<u>YR2236748</u>	<u>2014/12/24</u>	<u>Construction Lien</u>	<u>\$81,519</u>	<u>Triumph Roofing & Sheet Metal Inc.</u>	
<u>YR2237716</u>	<u>2014/12/30</u>	<u>Construction Lien</u>	<u>\$822,797</u>	<u>Dircam Electric Limited</u>	
<u>YR2237952</u>	<u>2014/12/30</u>	<u>Construction Lien</u>	<u>\$62,154</u>	<u>Great Pyramid Aluminum Ltd.</u>	
<u>YR2238316</u>	<u>2014/12/31</u>	<u>Construction Lien</u>	<u>\$10,826</u>	<u>Draglam Waste & Recycling Inc.</u>	
<u>YR2238636</u>	<u>2015/01/02</u>	<u>Construction Lien</u>	<u>\$11,978</u>	<u>Procan Inc.</u>	
<u>YR2240570</u>	<u>2015/01/08</u>	<u>Construction Lien</u>	<u>\$37,604</u>	<u>CRS Contractors Rental Supply General Partner Inc.</u>	
<u>YR2242380</u>	<u>2015/01/13</u>	<u>Certificate</u>		<u>Frendel Kitchens Limited</u>	<u>Jade-Kennedy Development Corporation.</u> <u>Mady Development Corporation.</u>

- 5 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
					<u>Mady Contract Division (2009) Ltd., Mady Contract Division Ltd., D. Mady Investments Inc., Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation</u>
<u>YR2248368</u>	<u>2015/01/27</u>	<u>Construction Lien</u>	<u>\$601,566</u>	<u>Imperial Trim Supply Ltd.</u>	
<u>YR2248401</u>	<u>2015/01/27</u>	<u>Certificate</u>		<u>Global Mechanical Ltd.</u>	<u>Jade-Kennedy Development Corporation, Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation</u>
<u>YR2248965</u>	<u>2015/01/28</u>	<u>Certificate</u>		<u>Guest Tile Inc.</u>	<u>Jade-Kennedy Development Corporation, Aviva Insurance Company of Canada, Laurentian Bank of Canada, Am-Stat Corporation</u>
<u>YR2249452</u>	<u>2015/01/29</u>	<u>Construction Lien</u>	<u>\$333,239</u>	<u>Aluminium Window Design Installations</u>	

- 6 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
				<u>Inc.</u>	
<u>YR2251585</u>	<u>2015/02/03</u>	<u>Certificate</u>		<u>Triumph Roofing & Sheet Metal Inc.</u>	
<u>YR2253220</u>	<u>2015/02/06</u>	<u>Certificate</u>		<u>Dircam Electric Limited</u>	<u>Jade-Kennedy Development Corporation, 81 Capital Inc., Am-Stat Corporation, Laurentian Bank of Canada, Aviva Insurance Company of Canada</u>
<u>YR2254098</u>	<u>2015/02/10</u>	<u>Construction Lien</u>	<u>\$89,648</u>	<u>MJC Contracting 2014 Inc.</u>	
<u>YR2254630</u>	<u>2015/02/11</u>	<u>Certificate</u>		<u>Great Pyramid Aluminum Ltd.</u>	<u>81 Capital Inc., Am-Stat Corporation, Laurentian Bank of Canada, Aviva Insurance Company of Canada</u>
<u>YR2264794</u>	<u>2015/03/09</u>	<u>Certificate</u>		<u>Imperial Trim Supply Ltd.</u>	<u>Jade-Kennedy Development Corporation, Mady Contract Division Ltd., Mady Development Corporation, Mady Contract Division (2009) Ltd., D. Mady Investments Inc.,</u>

- 7 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
					<u>Aviva Insurance Company of Canada.</u> <u>Laurentian Bank of Canada.</u> <u>Am-Stat Corporation</u>
<u>YR2265185</u>	<u>2015/03/10</u>	<u>Certificate</u>		<u>Aluminium Window Design Installations Inc.</u>	<u>Ontario Superior Court of Justice</u>
<u>YR2265419</u>	<u>2015/03/11</u>	<u>Condo Lien/98</u>	<u>\$1,933</u>	<u>York Region Standard Condominium Corporation No. 1228</u>	
<u>YR2271382</u>	<u>2015/03/27</u>	<u>Certificate</u>		<u>MJC Contracting 2014 Inc.</u>	<u>Jade-Kennedy Development Corporation, Her Majesty the Queen in Right of Ontario as Represented by the Ministry of Transportation.</u> <u>The Regional Municipality of York, City of Markham.</u> <u>Aviva Insurance Company of Canada.</u> <u>Laurentian Bank of Canada.</u> <u>Am-Stat Corporation.</u> <u>1475398 Ontario Inc., BMW Group Financial Services Canada.</u>

- 8 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
					<u>A Division of BMW Canada Inc., BMW Canada Inc.</u>

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

(unaffected by the Approval and Vesting Order)

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>MA31145</u>	<u>1951/07/26</u>	<u>Bylaw</u>		<u>The Corporation of the Township of Markham</u>	
<u>YR686388</u>	<u>2005/08/18</u>	<u>Notice</u>		<u>Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport</u>	
<u>YR686395</u>	<u>2005/08/18</u>	<u>Notice</u>		<u>Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport</u>	
<u>YR694205</u>	<u>2005/08/31</u>	<u>Notice</u>		<u>Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport</u>	
<u>YR753574</u>	<u>2005/12/21</u>	<u>Notice</u>		<u>Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport</u>	
<u>YR1445332</u>	<u>2010/02/25</u>	<u>Notice of Lease</u>	<u>\$2</u>	<u>Jade-Kennedy Development Corporation</u>	<u>T. & T. Supermarket Inc.</u>

- 2 -

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
YR1495979	2010/06/15	Notice	\$2	The Corporation of the Town of Markham	Jade-Kennedy Development Corporation
YR1499090	2010/06/18	Notice		The Corporation of The Town of Markham	Jade-Kennedy Development Corporation
YR1616829	2011/03/02	Notice	\$2	The Corporation of The Town of Markham	Jade-Kennedy Development Corporation, The Regional Municipality of York
YR1657121	2011/06/02	Transfer Easement	\$2	Jade-Kennedy Development Corporation	Rogers Communications, Inc.
YR1699150	2011/08/22	APL (General)		T. & T. Supermarket Inc.	Jade-Kennedy Development Corporation
YR1895409	2012/10/05	No Sec Interest	\$2	Morenergy Capital Corporation	
YR1928490	2012/12/21	APL Absolute Title		Jade-Kennedy Development Corporation	
65R34162	2013/03/05	Plan Reference			
YR1954840	2013/03/13	Notice		The Corporation of The City of Markham	Jade-Kennedy Development Corporation
YR1962278	2013/04/04	Transfer Rel&Aband	\$1	Jade-Kennedy Development	Jade-Kennedy Development

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
				<u>Corporation</u>	<u>Corporation</u>
<u>YRCP1228</u>	<u>2013/04/17</u>	<u>Standard Condo Plan</u>			
<u>YR1966697</u>	<u>2013/04/17</u>	<u>Condo Declaration</u>		<u>Jade-Kennedy Development Corporation</u>	
<u>YR1970477</u>	<u>2013/04/29</u>	<u>Condo Bylaw/98</u>		<u>York Region Standard Condominium Corporation No. 1228</u>	
<u>YR1970484</u>	<u>2013/04/29</u>	<u>Condo Bylaw/98</u>		<u>York Region Standard Condominium Corporation No. 1228</u>	
<u>YR2112686</u>	<u>2014/04/03</u>	<u>Condo Bylaw/98</u>		<u>York Region Standard Condominium Corporation No. 1228</u>	
<u>YR2238990</u>	<u>2015/01/05</u>	<u>Condo Amendment</u>		<u>Jade-Kennedy Development Corporation</u>	
<u>YR2250114</u>	<u>2015/01/30</u>	<u>No Chng Addr Condo</u>		<u>York Region Standard Condominium Corporation No. 1228</u>	

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

	<p><u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u></p> <p><u>Proceedings commenced at Toronto</u></p>
	<p><u>APPROVAL AND VESTING ORDER</u> <u>(Phase II Commercial Unit)</u> <u>(Units 360, Level 1)</u></p>
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**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 Unit 85 and ancillary relief)
(motion returnable September 10, 2019)

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Court-appointed Trustee**