

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

**MOTION RECORD
(Re: Approval and Vesting Order and Ancillary Relief)
(returnable April 30, 2024 at 10:00 a.m.)**

April 23, 2024

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Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

**TO: THIS HONOURABLE COURT
AND TO: THE SERVICE LIST**

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TAB 1

**ONTARIO
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*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
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Respondents

**NOTICE OF MOTION
(Re: Approval and Vesting Order and Ancillary Relief)**

TDB RESTRUCTURING LIMITED in its capacity as Court-appointed receiver (the “**Receiver**”) of the unsold condominium units, parking units, and storage lockers (collectively, the “**Unsold Units**”) constituting property of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (together, the “**Debtors**”), will make a motion before the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Tuesday, April 30, 2024, at 10:00 a.m. (Eastern Time), or as soon after that time as the motion can be heard, at Toronto, Ontario.

Please advise if you intend to attend the hearing by email to Rushi Chakrabarti at rchakrabarti@tgf.ca.

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

- In writing under subrule 37.12.1(1) because it is on consent, unopposed *or* made without notice;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By videoconference, via Zoom, the details of which will be made available by the Court in CaseLines.

THIS MOTION IS FOR:

1. The Receiver is seeking the following Orders, substantially in the form included in the Motion Record:
 - (a) an Approval and Vesting Order in respect of Unit 311, authorizing and directing the Receiver to enter into and carry out the terms of the Unit 311 agreement of purchase and sale (the “**Unit 311 APS**”), with such minor further amendments thereto deemed necessary by the Receiver, and vesting title to the Purchased Assets (as defined in the Unit 311 APS) in the purchaser upon the closing of the purchase and sale transaction contemplated thereby; and
 - (b) an Ancillary Order:
 - (i) approving the Second Report of the Receiver dated April 22, 2024 (the “**Second Report**”) and the Receiver’s activities set out therein;
 - (ii) releasing the \$4,000 in net sale proceeds previously set aside by the Receiver in respect of the priority claim dispute with the judgment creditor, TA Appliances Inc. (“**TA**”);

- (iii) authorizing the Receiver to engage a rental management company and lease certain of the vacant Unsold Units to residential tenants on an interim basis, on such market terms and for such duration up to one year or on a month-to-month basis as the Receiver may determine; and
 - (iv) approving the Receiver's interim statement of receipts and disbursements for the period February 6, 2024, to April 15, 2024 (the "**Interim SR&D**");
2. Abridging the time for service of the Motion Record; and
 3. Such other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

Capitalized Terms

4. Capitalized terms not expressly defined herein are as defined in the Second Report.

Background

5. Pursuant to an Order of the Court granted on February 6, 2024 (the "**Appointment Order**"), RSM Canada Limited (now known as TDB Restructuring Limited) was appointed Receiver of the Unsold Units of the Debtors and the proceeds therefrom (collectively, the "**Property**") under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) (the "**CJA**").
6. On March 6, 2024, the Court further granted the following three Orders:
 - (a) an Approval and Vesting Order in respect of Unit 302;
 - (b) an Ancillary Order (the "**March 6 Ancillary Order**"), among other things, approving the Receiver's First Report, and directing the Receiver to set aside

\$4,000 of the net proceeds from the sale of Unit 302, pending determination of a priority claim dispute with TA; and

- (c) a Lien Claims Process Order, (i) requiring any lien claimant who has registered a lien against the Unsold Units as of the date of the Appointment Order to deliver to the Receiver a completed proof of lien claim and support documentation by May 1, 2024, and (ii) directing the Receiver to make a recommendation to the Court at a future date and on notice to all interested parties, as to the most efficient and cost-effective process for having the claims determined.

7. Following the First Report, the Receiver has, among things, continued to fulfill its mandate to realize on the Property for the benefit of all stakeholders, which has included:

- (a) responding to inquiries from stakeholders;
- (b) communicating with Trisura Guarantee Insurance Company in respect of the status of any deposits with respect to the Unsold Units, and with Tarion Warranty Corporation (“**Tarion**”) regarding available deposit insurance and pre-delivery inspections (“**PDI**s”);
- (c) reviewing the OREA condominium sale agreement in respect of the prospective sale of Unit 311 with the Receiver’s real estate counsel and amending same to conform with the context of a receivership proceeding;
- (d) attending to the marketing and sale of the remaining Unsold Units; and
- (e) engaging with Tarion in order to permit purchasers of the Unsold Units to benefit from a Tarion warranty, which has included arranging for PDI’s to be conducted.

Closing the Sale of Unit 311

8. On February 20, 2024, the Receiver entered into the Unit 311 APS.
9. All due diligence and conditions relating to the Unit 311 APS have passed, other than the obtaining of the Approval and Vesting Order. The Unit 311 APS contemplates that Unit 311 would be sold, together with a parking space and a locker.
10. The Receiver is satisfied that: (i) sufficient efforts were made to obtain the highest and best price for the unit; (ii) the length of the marketing process was appropriate; (iii) the marketing process was conducted fairly and with integrity; and (iv) the offer received for Unit 311 represents the highest and best offer in the circumstances.
11. The Receiver recommends that this Court approve the Unit 311 APS and authorize the Receiver to carry out the terms thereof and grant an Order vesting title to Unit 311 in the purchaser thereof upon the closing of the transaction, in accordance with the terms of the draft Approval and Vesting Order sought by the Receiver.

Approval of the Receiver's Activities

12. The Receiver has acted reasonably and prudently in carrying out its activities and has discharged its duties and responsibilities in accordance with the terms of the Appointment Order. The Receiver has acted in good faith and due diligence in carrying out all such activities, and it would be appropriate to approve the Second Report and the Receiver's activities set out therein.

The Judgment Creditor Dispute has been Resolved

13. TA had asserted a claim against the appliances located in each of the Unsold Units. The

validity of each claim by TA was disputed by the Receiver. Based on *Personal Property Security Act* (Ontario) searches conducted by the Receiver's counsel, TA did not have a perfected security interest in the appliances in question.

14. As proposed by the Receiver and agreed by TA, the March 6 Ancillary Order directed the Receiver to set aside \$4,000 of net proceeds in respect of the sale of each Unsold Unit, pending determination of the priority dispute relating to TA's interest in certain appliances. Pursuant to the Endorsement of the Honourable Justice Cavanagh dated March 6, 2024, TA was to file materials with the Court to formally assert its position with respect to its claim.
15. On April 9, 2024, counsel to TA wrote to the Receiver and its counsel to advise that TA will no longer be pursuing a claim in respect of the appliances. Thus, the aforementioned priority dispute has now been resolved or abandoned, and there is no longer any need for the Receiver to set aside any funds for the benefit of TA pending such determination.
16. The Receiver therefore seeks an Order confirming that the Receiver may treat the \$4,000 that had been set aside in the same manner as all other net proceeds of sale of the Unsold Units.

Approval to Lease Units

17. There has been little interest by prospective purchasers in respect of the remaining nineteen (19) dwelling units of the Unsold Units, due to general market conditions. There are significant carrying costs associated with the Unsold Units that are not currently listed for sale. These costs are directly impacting any potential recoveries to the Debtors' estate and

stakeholders.

18. In the Receiver's view, the prudent course of action in the circumstances is to lease certain of the vacant Unsold Units to residential tenants on an interim basis. The lease payments received by the Receiver from such tenants would alleviate the carrying costs in respect of the remaining Unsold Units.
19. The Appointment Order empowers and authorizes the Receiver to lease the Unsold Units outside of the ordinary course of business without approval of the Court, provided that the aggregate consideration for all such transactions does not exceed \$500,000.
20. In the event that the aggregate consideration for all such leasing transactions does exceed \$500,000, the Receiver seeks an Order confirming that the Receiver may lease certain of the vacant Unsold Units to residential tenants on an interim basis.
21. In consultation with the Debtors' listing agent, the Receiver intends to offer approximately ten (10) of the remaining dwelling units for lease. The Receiver does not expect the payments collected pursuant to such lease arrangements to exceed \$500,000 in the aggregate, but has sought authorization in the draft Ancillary Order in any event, and will report to the Court in future reports and in filing further statements of receipts and disbursements for the benefit of all stakeholders.
22. The Receiver intends to utilize the authorization granted under the Appointment Order to enter into residential lease agreements for the Unsold Units with lease terms up to and including one year, or on a month-to-month or other short term basis, in each case at market rates, on an informed and reasonable basis.

23. The Receiver is of the view that any income it will receive from leasing certain of the Unsold Units will offset the carrying costs of the remaining Unsold Units, while the Receiver continues its marketing and sale process.

Approval of Interim SR&D

24. The Receiver is seeking approval of its Interim SR&D as described in the Second Report.

Other Grounds for Relief

25. The provisions of the BIA and the inherent and equitable jurisdiction of this Court;
26. Section 100 of the CJA;
27. Rules 1.04, 1.05, 2.03, 3.02, 16, and 37 of the *Rules of Civil Procedure* (Ontario), R.R.O. 1990, Reg. 194.; and
28. Such further and 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:

- (a) the Second Report; and
- (b) such further and other evidence as counsel may advise and this honourable Court may permit.

April 23, 2024

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Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

SERVICE LIST
(as at March 1, 2024)

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AND TO:	<p>ROYAL BANK OF CANADA 36 York Mills Road, 4th Floor Toronto, ON M2P 0A4</p> <p>Fax: 1 (844) 877-8646</p> <p>Malik Ahmed <i>Senior Account Manager - Construction & Real Estate Services</i> Tel: (905) 568-3417 Email: malik.ahmed@rbc.com</p> <p>PPSA registrant with respect to Vandyk - Backyard Queensview Limited</p>

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AND TO:	<p>INTAKE CENTRE FOR INSOLVENCY (Ontario Region) Administrative Agreement Requests Manager, Insolvency Toronto Centre Tax Services Office, Canada Revenue Agency</p> <p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>
AND TO:	<p>MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5</p> <p>Insolvency Unit Email: insolvency.unit@ontario.ca</p>

AND TO:	<p>JK LAW PROFESSIONAL CORPORATION 10210 Yonge Street, Unit B, Richmond Hill, Ontario, L4C 3B6</p> <p>Janet Kiraly Tel.: 289-217-7920 Fax.: 289-217-7922 E-Mail: janet@jklawfirm.ca</p> <p>Lawyers for Purchasers of Unit 302</p>
AND TO:	<p>SD LAW PROFESSIONAL CORPORATION 315 Traders Blvd E, Unit 1 Mississauga, ON L4Z 3E4</p> <p>Shanthi Devanand Tel: (905) 290-1409; Fax: (905) 290-0594 Email: sdevanand@rogers.com</p> <p>Lawyers for Purchaser of Unit 311</p>
AND TO:	<p>OLOWOLAFE LAW PROFESSIONAL CORPORATION 16 McAdam Ave. Toronto, ON M6A 0B9</p> <p>Seun Olowolafe (aka Oluwaseun Itunu Olowolafe) Fax: 1 (437) 886 7543 Tel: (647) 521 8574 Email: seun@olowolafelaw.com</p> <p>Lawyers for Purchaser of Unit 211</p>

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IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**NOTICE OF MOTION
(Returnable April 30, 2024 at 10:00 a.m.)**

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Lawyers for the Court-appointed Receiver,
TDB Restructuring Limited

TAB 2



TDB Restructuring Limited

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tdbadvisory.ca

Court File No. CV-24-00713783-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

**SECOND REPORT OF THE RECEIVER
April 22, 2024**

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Appendix	DOCUMENT
A	Substitution Order dated March 1, 2024
B	Globe and Mail Article, "Weak condo market in downtown Toronto leads to dip in rental rates, increased vacancy" dated February 8, 2024
C	Agreement of Purchase and Sale in respect of Unit 311
D	Endorsement by Justice Cavanagh dated March 6, 2024
E	Correspondence with TA Appliances Inc. dated April 9, 2024
F	Ancillary Order granted March 6, 2024
G	Payout Statements (Condo Corp. priority liens) dated April 18, 2024
H	Interim Statement of Receipts and Disbursements (February 6, 2024 to April 15, 2024)

1.0 Introduction

1. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on February 6, 2024 (the “**Appointment Order**”), RSM Canada Limited (“**RSM**”, now known as TDB Restructuring Limited) was appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of the unsold condominium units, parking units, and storage lockers (collectively, the “**Unsold Units**”) constituting property of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (collectively, the “**Debtors**”).
2. On February 1, 2024, RSM rebranded and legally changed its name to TDB Restructuring Limited (“**TDB**”). Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated March 1, 2024 (the “**Substitution Order**”), TDB replaced RSM on all active engagements set out in the Substitution Order, including this proceeding. The Substitution Order is attached as **Appendix “A”** herein.
3. On March 6, 2024, the Court granted the following three Orders:
 - (a) an Approval and Vesting Order in respect of Unit 302, authorizing and directing the Receiver to enter into and carry out the terms of the agreement of purchase and sale for this unit and vesting title to the Purchased Assets (as defined in the agreement of purchase and sale) in the purchasers upon the closing of the purchase and sale transaction contemplated thereby;

- (b) an Ancillary Order, among other things, approving the Receiver's First Report (as defined herein), and directing the Receiver to set aside \$4,000 of the net proceeds from the sale of Unit 302, pending determination of a priority claim dispute with the judgment creditor, TA Appliances Inc. ("TA"); and
 - (c) an Order establishing a lien claims process (the "**Lien Claims Process Order**"), (i) requiring any lien claimant who has registered a lien against the Unsold Units as of the date of the Appointment Order to deliver to the Receiver a completed proof of lien claim and support documentation by May 1, 2024 (the "**Claims Bar Date**"), and (ii) directing the Receiver to make a recommendation to the Court at a future date and on notice to all interested parties, as to the most efficient and cost-effective process for having the claims determined.
4. Copies of all of the Orders granted in this proceeding, together with all other pertinent documents relating to the proceeding can be found on the Receiver's website at: <https://tdbadvisory.ca/insolvency-case/vandyk-backyard-queensview-limited-vandyk-backyard-humberside-limited/>

1.1 Purpose of the Second Report

5. The purpose of this report (the "**Second Report**") is to:
- (a) report to the Court on the activities of the Receiver since its First Report to the Court dated February 27, 2024 and the Supplement to the First Report

of the Receiver dated March 4, 2024 (collectively, the “**First Report**”) to the date of this Second Report;

- (b) report to the Court on the successful closing of the Unit 302 transaction;
- (c) report to the Court regarding the Receiver’s intent to complete the sale of Unit 311, subject to Court approval, pursuant to an agreement of purchase and sale between a purchaser and the Receiver dated February 20, 2024 (the “**Unit 311 APS**”);
- (d) report to the Court regarding the results of the marketing efforts in respect of the balance of Unsold Units, and the Receiver’s intent to lease certain of the Unsold Units to tenants on an interim basis in order to generate cash for the benefit of the estate;
- (e) report to the Court with respect to the resolution of the TA priority claim dispute;
- (f) describe the relief being sought by the Receiver, including:
 - (i) an Approval and Vesting Order in respect of Unit 311, authorizing and directing the Receiver to enter into and carry out the terms of the Unit 311 APS, with such minor further amendments thereto deemed necessary by the Receiver, and vesting title to the Purchased Assets (as defined in the Unit 311 APS) in the purchaser upon the closing of the purchase and sale transaction contemplated thereby; and
 - (ii) an Ancillary Order (i) approving this Second Report and the Receiver’s activities set out herein; (ii) releasing the \$4,000 in Net

Sale Proceeds previously set aside by the Receiver in respect of the TA priority dispute, (iii) authorizing the Receiver to engage a rental management company and lease certain of the vacant Unsold Units to residential tenants on an interim basis, on such market terms and for such duration up to one year or on a month-to-month basis as the Receiver may determine; and (iv) approving the Receiver's interim statement of receipts and disbursements for the period February 6, 2024, to April 15, 2024.

1.2 Terms of Reference

6. In preparing this Second Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in this Second Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent practicable or necessary, reviewed the Information for reasonableness. However, the Receiver 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 Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. Unless otherwise stated, all monetary amounts contained in the Second Report are expressed in Canadian Dollars.

2.0 The Receiver's Activities

8. The Receiver's activities since its First Report have consisted primarily of:
 - (a) responding to inquiries from stakeholders;
 - (b) corresponding with Canada Revenue Agency in respect of the administration of this proceeding;
 - (c) communicating with Trisura Guarantee Insurance Company in respect of the status of any deposits with respect to the Unsold Units, and with Tarion Warranty Corporation ("**Tarion**") regarding available deposit insurance and pre-delivery inspections ("**PDIs**");
 - (d) reviewing the OREA condominium sale agreement in respect of the prospective sale of Unit 311 with the Receiver's real estate counsel and amending same to conform with the context of a receivership proceeding;
 - (e) considering the impact of any registrations made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") in respect of any personal property of the Debtors that may be relevant to a sale of the Unsold Units;
 - (f) attending to the marketing and sale of the remaining Unsold Units;
 - (g) engaging with Tarion in order to permit purchasers of the Unsold Units to benefit from a Tarion warranty, which has included arranging for PDIs to be conducted;

- (h) receiving, reviewing and considering the validity, scope and priority of property tax arrears and condominium liens in respect of the Unsold Units, with input from the Receiver's real estate counsel; and
- (i) preparing this Second Report.

3.0 Unit Sales

3.1 Marketing of the Units

- 9. Upon its appointment, the Receiver engaged in discussions with VKP Real Estate Limited ("**VKP**"), the Debtors' listing agent, regarding the marketing efforts to date led by VKP and the Debtors, with a view to strategically marketing the remaining Unsold Units for sale.
- 10. In consultation with VKP, the Receiver decided that the best course of action was to list no more than 5 or 6 of the Unsold Units on MLS at any given time, as too much supply in the same building may result in lower demand and transaction prices for certain units.
- 11. VKP also advised the Receiver that, based on similar transactions completed recently, the approximate current market value of the dwelling units of the Unsold Units is \$900 to \$950 per square foot.
- 12. Since the date of the First Report, several of the Unsold Units have been actively listed for sale on MLS. Other than with respect to Unit 311 however, there have been no offers on any of the other Unsold Units that have resulted in concluded agreements.

13. VKP has advised the Receiver that viewings and activity with respect to the Unsold Units currently listed for sale is lower than expected based on prior years.
14. Tepid market activity is consistent with a generally weak condominium market in Toronto – see The Globe and Mail article “Weak Condo Market in downtown Toronto leads to dip in rental rates, increased vacancy” dated February 8, 2024, attached as **Appendix “B”** to this Second Report.
15. The lack of sales with respect to the remaining Unsold Units will have a detrimental effect on the Debtors’ stakeholders and estate if it continues for a prolonged period, as costs (including taxes, interest, utilities, and maintenance) continue to accrue in respect of each of the remaining Unsold Units, reducing the potential pool of recoveries available for stakeholders.

3.2 Closing of the Unit 302 Sale Transaction

16. The sale transaction in respect of Unit 302 successfully closed on March 14, 2024.

3.3 Approval of the Unit 311 Sale Transaction

17. On February 20, 2024, the Receiver entered into the Unit 311 APS, subject to Court approval. All due diligence and conditions relating to the Unit 311 APS have now passed. The Unit 311 APS contemplates that Unit 311 would be sold, together with a parking space and a locker.
18. A copy of the Unit 311 APS is attached as **Appendix “C”** to this Second Report, unredacted as it does not contain any personal information.

19. The Receiver is of the view that: (i) sufficient efforts were made to obtain the highest and best price for the unit; (ii) the length of the marketing process was appropriate; (iii) the marketing process was conducted fairly and with integrity; and (iv) the Unit 311 APS represents the highest and best offer in the circumstances.
20. The Receiver therefore recommends that this Court approve the Unit 311 APS and authorize the Receiver to carry out the terms thereof and grant an Order vesting title to Unit 311 in the purchaser thereof upon the closing of the transaction, in accordance with the terms of the draft Approval and Vesting Order sought by the Receiver.

4.0 Leasing of Units

21. As note earlier herein, other than Unit 311, there has been little interest by prospective purchasers in respect to the remaining nineteen (19) dwelling units of the Unsold Units, due to general market conditions. The Receiver is unsure when the condominium property market will rebound, and interest will be renewed. In the meantime, there are significant carrying costs associated with the Unsold Units that are not currently listed for sale. These costs are directly impacting any potential recoveries to the Debtors' estate and stakeholders.
22. In the Receiver's view, the prudent course of action in the circumstances is to lease certain of the vacant Unsold Units to residential tenants on an interim basis. The lease payments received by the Receiver from such tenants would alleviate the carrying costs in respect of the remaining Unsold Units.

23. The Appointment Order empowers and authorizes the Receiver to lease the Unsold Units outside of the ordinary course of business without approval of the Court, provided that the aggregate consideration for all such transactions does not exceed \$500,000.
24. In the event the aggregate consideration for all such leasing transactions does exceed \$500,000, the Receiver seeks an Order confirming that the Receiver may lease certain of the vacant Unsold Units to residential tenants on an interim basis.
25. In consultation with VKP, the Receiver intends to offer approximately ten (10) of the remaining dwelling units for lease. It is the Receiver's intention to list no more than ten (10) of the Unsold Units on MLS at any given time in the aggregate (i.e., both for sale and lease), as the Receiver understands that too much supply in the same building may result in lower demand and transaction prices for certain units. The Receiver does not expect the payments collected pursuant to such lease arrangements to exceed \$500,000 in the aggregate but will report to the Court in future reports and in filing further statements of receipts and disbursements for the benefit of all stakeholders.
26. The Receiver intends to retain Firm Capital Property Management ("**FCPM**"), a professional residential management company, to manage the Unsold Units that are intended to be leased by the Receiver during these proceedings on such terms as the Receiver, in consultation with VKP, deems reasonable in its discretion, having regard to similar arrangements in the marketplace.

27. FCPM is an affiliate of the Applicant, Firm Capital Mortgage Fund Inc. FCPM is already familiar with the Unsold Units due to its relationship with the Applicant, which will be efficient and cost effective for the benefit of all stakeholders.
28. The Receiver is of the view that any income it will receive from leasing certain of the Unsold Units will offset the carrying costs of the remaining Unsold Units, while the Receiver continues its marketing and sale process. The Receiver therefore intends to utilize the authorization granted under the Appointment Order to enter into residential lease agreements for the Unsold Units with lease terms up to and including one year, or on a month-to-month or other short term basis, in each case at market rates, as informed by VKP and FCPM, and on such other terms as the Receiver reasonably determines.

5.0 Inquiries From Stakeholders

29. As noted in the First Report, TA asserted a claim against the appliances located in each of the Unsold Units. The validity of each claim by TA was disputed by the Receiver. Based on PPSA searches conducted by the Receiver's counsel, TA did not have a perfected security interest in the appliances in question.
30. Pursuant to the Endorsement of the Honourable Justice Cavanagh dated March 6, 2024, TA was to file materials with the Court to formally assert its position with respect to its claim. A copy of the Endorsement by Justice Cavanagh dated March 6, 2024, is attached as **Appendix "D"** to this Second Report.

31. On April 9, 2024, counsel to TA wrote to the Receiver and its counsel to advise that TA will no longer be pursuing a claim in respect of the appliances. A copy of TA's email correspondence is attached as **Appendix "E"** to this Second Report.
32. Paragraph 7 of the Ancillary Order granted by this Court on March 6, 2024, attached as **Appendix "F"** to this Second Report, ordered the Receiver to set aside \$4,000 of in respect of the sale of each Unsold Unit:
 7. THIS COURT ORDERS that the Receiver shall set aside \$4,000 of the Net Proceeds of Sale, after adjusting for the Holdback Requirement, pending determination of that certain priority dispute relating to TA Appliances Inc.'s interest in certain appliances.
33. Given that the priority dispute contemplated by the aforementioned paragraph of the Ancillary Order has been resolved or abandoned, there is no longer any need for the Receiver to set aside any funds for the benefit of TA. The Receiver therefore seeks an Order confirming that the Receiver may treat the \$4,000 that had been set aside, in the same manner as all other net proceeds of sale of the Unsold Units.

6.0 Other Matters

6.1 Pre-Delivery Inspections

34. Following its appointment, the Receiver was advised by Tarion's counsel that if the Unsold Units were completed then Tarion warranty coverage was in effect.
35. It was a condition of the agreement of Purchase and Sale with the purchasers of Unit 302 that the Tarion PDI be completed prior to closing. The Receiver retained Duka Consulting Inc. ("**Duka**") to act as its agent for the sole purpose of

completing PDIs and attending to the related reporting requirements under Tarion's warranty requirements, including any Certificates of Completion. The completed PDI must be uploaded to the Tarion website through the Debtor's Tarion Builder's Link.

36. The Receiver was unable to do so prior to closing of the sale of Unit 302 as it did not have access to the Builder's Link. From prior to the closing of Unit 302, the Receiver worked with its real estate legal counsel and Tarion to obtain access to Tarion's Builder Link platform so that the PDIs can be successfully completed and submitted. Inquiries were also made to the Debtors for access to the Builder's link. Despite numerous requests to Tarion for access to the Builder's Link, the same was not obtained until April 10, 2024.
37. Duka completed the PDI process with respect to Unit 302 on April 10, 2024, the sale of which had closed on March 14, 2024.

6.2 Condo Fees and Related Liens

38. The Receiver has become aware of certain liens registered by Toronto Standard Condominium Corporation 2983 (the "**Condo Corp.**") relating to outstanding condominium fees owing in respect of the Unsold Units. The Receiver requested statements from the Condo Corp.'s management company (the "**Manager**"). The Receiver, through its counsel, advised the Manager that as the Condo Corp. had registered liens on each of the Unsold Units, it was entitled to a statement without having to incur significant costs in ordering status certificates. It was not until

March 27, 2024, that the Manager advised whom the Receiver needed to contact in order to obtain payout statements for the Condo Corp. liens on the Unsold Units.

39. The Receiver received the payout statement for Unit 302 on April 2, 2024. It was determined in consultation with the Receiver's legal counsel that the lien amounts were limited to amounts owing in respect of the three months prior to the registration of the liens, and the payout statements included amounts in excess of the amounts secured by the liens. Accordingly, the Receiver requested amended copies of payout statements from ND Energy Inc., which were received and approved by the Receiver on April 15, 2024. The Receiver received payout statements for the remainder of the Unsold Units on April 18, 2024, a copy of which is attached hereto as **Appendix "G"**. In order to avoid interest accruing on such amounts, the Receiver is in the process of reviewing and paying all valid liens in favour of the Condo Corp. that have priority for the applicable period on any of the Unsold Units.

6.3 Property Taxes

40. The Receiver has requested details of all outstanding property taxes for the Unsold Units from the City of Toronto and will provide a further update in its next Report to the Court.

6.4 Lien Claims Process and Distributions

41. The Receiver has started to receive completed proofs of claim pursuant to the Lien Claims Process Order ahead of the May 1, 2024 Claims Bar Date.

42. The Court has set a May 17, 2024, hearing date with respect to the lien claims and the Receiver understands that construction lien defence counsel appointed by Chicago Title Insurance Company on behalf of the First Mortgagees will be serving a motion shortly. The Receiver will report to the Court on the lien claims as part of a further Report to the Court at a future date.

7.0 Receipts and Disbursements

43. Attached as **Appendix “H”** to this report is the Receiver’s interim statement of receipts and disbursements for the period February 6, 2024, to April 15, 2024. During this period, total receipts were \$493,312, and total disbursements were \$527, resulting in an excess of receipts over disbursements of \$492,785.

8.0 Conclusions and Recommendations

44. The Receiver respectfully requests that the Court issue the proposed Orders requested by the Receiver.

All of which is respectfully submitted this 22nd day of April, 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as
Court-Appointed Receiver of the Unsold Units,
and not in its personal or corporate capacity.

Bryan A. Tannenbaum

Per:

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

Appendix A

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM) FRIDAY, THE 1ST
JUSTICE CONWAY) DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the “**Affidavit**”), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

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

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on Schedule “A” hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on Schedule “A” hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee’s or Proposal Trustee’s accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the “**Security**”), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in Schedule “B” hereto (the “**Receivership Proceedings**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule “C” hereto (the “**CCAA Estates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the “**CCAA Mandates**”) or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” (collectively, the “**Estate Mandates**”), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the “**Substituted Matters**”).

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”).

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

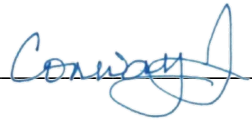
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

17. **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 TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read 'Conway J.', is written over a horizontal line.

Schedule "A": BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule "B": Receivership Proceedings

Name	Court / OSB Number
1. Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2. 485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3. Eco Energy Home Services Inc.	CV-19-614122-00CL
4. 3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5. Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6. Utilecredit Corp.	CV-20-00636417
7. 134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8. Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9. 2088556 Ontario Inc. (private receivership)	31-459274
10. 935860 Ontario Limited (private receivership)	31-459275
11. Areacor Inc.	CV-22-00674747-00CL
12. Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13. 12252856 Canada Inc.	CV-22-00691528-00CL
14. Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15. Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16. Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17. 142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18. 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19. 311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20. Real Property owned by King David Inc.	CV-23-00710411-00CL
21. CBJ Developments Inc. et al.	CV-23-00707989-00CL
22. 25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule "C": CCAA Proceedings

Name	Court Number
1. Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contract Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule "D": Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – <i>discharge</i> <i>pending</i>	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED

and

RSM CANADA OPERATIONS ULC

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

O R D E R

CHAITONS LLP

Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)

Tel: 416-218-1161

Email: maya @chaitons.com

Lawyers for the Applicant

Appendix B

THE LISTING

Weak condo market in downtown Toronto leads to dip in rental rates, increased vacancy

SHANE DINGMAN > REAL ESTATE REPORTER

TORONTO

PUBLISHED FEBRUARY 7, 2024

UPDATED FEBRUARY 8, 2024



A condominium project at the corner of Queen St. East and Mutual St. in downtown Toronto, reflected in a large mirror at a nearby development project, is photographed on Aug 29, 2023.

FRED LUM/THE GLOBE AND MAIL

In a country where rental affordability and vacancy rates got worse throughout 2023, how did rents fall and vacancy rates go up in the most expensive parts of downtown Toronto?

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“Trust me when I tell you I’ve never experienced vacant units,” said Sundeep Bahl, a Toronto realtor with Re/Max Plus City Team, who specializes in buying and selling investor-owned condominiums and also provides his own property management services.

“We get a 60 days notice [from a tenant vacating] and we’ve expired the 60 days. The unit’s now become vacant and we can’t find a tenant for the landlord.”

According to condo market analysts Urbanation Inc., condo rents fell 5.7 per cent in the fourth quarter of 2023, the fastest drop since it began recording rental data in 2010. It doesn’t take prices back to where they were before a 10-per-cent increase in the earlier part of 2023, but the only recent comparable drop is the short-term exodus Toronto saw in the first year of the COVID-19 pandemic in 2020.

The dip in the downtown rental market has a lot to do with where Canada’s biggest market for condominium apartments finds itself at: Sales of unbuilt condos have reached rarely seen lows, the resale market is facing falling prices, and at the same time there are more newly completed units being added to the market every quarter. Urbanation says the number of new condos delivered in the final quarter of 2023 hit 7,408 units, up 26 per cent from the previous year. And the projection for the first quarter of 2024 looks to be about the same, or larger.

According to Mr. Bahl, that means there are at least 3,600 condo apartments up for rent in the two most dense downtown districts (known as C01 and C08 by local realtors) and close to 60 per cent of them are sitting vacant.

“They’re cannibalizing each other,” said Pauline Lierman, vice-president of market research with Zonda Urban. “It’s not the first time we’ve had cannibalization in certain neighbourhood pockets. But at that scale, it really makes a difference.”

The current market is an adjustment for landlords who bought Toronto condos to rent out as the condo universe became the most expensive rental category, according to data from the Canada Mortgage and Housing Corp. With a sudden glut of condos, plus more than 5,500 recently opened purpose-built rental apartments, there is more competition for the top tenants.

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“They are so used to just a single-occupant, triple-A qualified tenants who make \$90,000-\$100,000,” said Mr. Bahl of his investors, who he said are losing patience with his inability to even schedule showings. “It’s really a struggle finding somebody qualified at this point.”

It’s also been a struggle to push landlords to consider dropping below what was the going rate of \$2,200-\$2,400 for a downtown condo. Anecdotally, one of Mr. Bahl’s clients who agreed to list “below market” at \$2,100 had a tenant within two weeks.

The falling rents are just one more sign of a struggling condo market after a year that had some of the lowest sales volumes in modern history.

According to Zonda Urban, there were nearly 15,000 sales of preconstruction condominium apartments in the Greater Toronto Area last year – down 36 per cent from 2022. Urbanation Inc. had slightly lower sales figures for the GTA, putting the figure at around 12,600, but still said last year was only the third time in the past two decades that sales were below 13,000 units. The long-term trend, the firm said, has been close to 25,000 units.

In the city of Toronto, things were even starker: the 6,498 units sold in 2023 is a drop of 48 per cent from 2022 and marked another 20-year low. Worse is the rate at which new units are being “absorbed” by the market. Urbanation records 22,000 unsold preconstruction units at the end of 2023, which is roughly 21 months of inventory (or double the normal market amount). It found 31 per cent of projects sold less than 30 per cent of their units. “Two years earlier in Q4-2021, there were no preconstruction projects that were less than 30 per cent sold.”

According to Zonda, price is the key determining factor for which project is going to sell. “Of the 6,819 apartment units brought to the market in the fourth quarter, 26 per cent sold at an average of \$1,334 [per square foot], or \$816,101.” In 19 new project launches, 45 per cent of sales were for units that came in under \$1,200 per square foot.

“Condo projects are recalibrating, pricing is coming down,” said Ms. Lierman. “I have a [project] where they’re probably coming down \$100 per square foot, just to keep

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Zonda also recorded 1,400 condo units that either saw efforts to pause sales indefinitely or get cancelled outright in the fourth quarter of 2023, with another 1,100 in receivership and facing cancellation.

Even in the resale market, prices are trending down even as sales tick up.

According to the most recent Toronto Regional Real Estate Board data for Toronto's condo market, unit sales in January, 2024, were up 46 per cent from January, 2023, but the average sale price so far in 2024 (\$709,419) was essentially flat, down 0.24 per cent from last year (\$711,171).

Inventory is another likely cause, as the volume of available listings was up 28 per cent in year over year (from 2,494 to 3,215 active listings). Those listings are also spending more time on the market, up an average eight days longer in 2024 compared with 2023.

The other signal Ms. Lierman is watching closely is preconstruction buyers walking away from deposits. She said Zonda hasn't seen anything statistically significant, but did note that she's been told of an uptick buyers defaulting if they came in late in the sales cycle with a deposit of 5 per cent in 2022 for condos that are now finished. Such buyers were likely hoping to flip units on the assignment market and were unable to find takers for units that cost upwards of \$1,900 a square foot.

"There was a lot of exuberance, in the sense that this – price escalation – would just continue," said Ms. Lierman. "Not now, not now."

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Appendix C



Agreement of Purchase and Sale Condominium Resale

Form 101

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 20 day of February 2024

BUYER: Shishir Handa, agrees to purchase from
(Full legal names of all Buyers)

SELLER: RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity, the following
(Full legal names of all Sellers)

PROPERTY:
a unit in the condominium property known as Apartment No. 311
(Apartment/Townhouse/Suite/Unit)

located at 25 Neighbourhood Ln. Toronto ON M8Y 0C4

in the Toronto

being TSCC Condominium Plan No. 2983
(Legal Name of Condominium Corporation)

Unit Number 11 Level No. 3 Building No. 25 together with ownership

or exclusive use of Parking Space(s) D together with ownership or exclusive use of
(Number(s), Level(s)) 19

Locker(s) D together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s)) 71

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: three nine hundred and 00/100 Dollars (CDN\$) 543,900.00
Five hundred forty thousand and 00/100 Dollars

DEPOSIT: Buyer submits upon acceptance as otherwise described in this agreement
(Herewith/Upon Acceptance/as otherwise described in this Agreement) Twenty-seven thousand and 00/100 Dollars (CDN\$) 27,000.00

Fogler, Rubinoff LLP, in trust
by negotiable cheque payable to VKP REAL ESTATE LTD. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A: B, C, D attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by counter Buyer Seller buyer until 9:00 p.m. on the 22 day of February 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 5 p.m. on the 1 day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: clara@hometon.ca (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** Existing Stove, dishwasher and Fridge. White washer and dryer. Parking and locker, range hood and microwave. *SH BT*

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to satisfy himself to satisfy such assumption. *SH BT SH*

7. **COMMON EXPENSES:** ~~Seller warrants to Buyer~~ that the common expenses presently payable to the Condominium Corporation in respect of the

Property are approximately \$ 552.60 per month, which amount includes the following: building insurance, heat,

A/C, common elements, Parking and Locker

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: 1 parking and 1 Locker

at an additional cost of: \$0

INITIALS OF BUYER(S): *SH*

INITIALS OF SELLER(S): *BT*

9. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 04 day of March, 2024, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (residential) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, nonregistrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

SH BT 13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** ~~Seller represents and warrants to Buyer~~ that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property. if in Seller's possession BT SH

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion. to satisfy himself BT SH

SH BT 15. **MEETINGS:** ~~Seller represents and warrants to Buyer~~ that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT

- 16. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**
- 17. APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.
- 18. INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 19. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.
- 20. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 21. ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.
- 22. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.
- 23. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 24. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 25. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 26. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 28. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 29. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 30. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 31. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT



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32. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) *Shishir Handa* (Buyer) **Shishir Handa** (Seal) 02/18/2024 (Date)

 (Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) RSM CANADA LIMITED, in its capacity as receiver for the Property and not in its personal capacity (Seller) (Seal) (Date)

 (Witness) Per: *Bryan A. Tannenbaum* (Seller) (Seal) Feb. 20, 2024 (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

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

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at

..... 5:58pm this Feb, 21, 2024
 (a.m./p.m.)

Bryan Tannenbaum
 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	VKP Real Estate Limited (Tel.No.)
	Cassandra Pacitto (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	HOMETON GROUP REALTY POINT (416) 930-3063 (Tel.No.)
	CLARA CHAN (Salesperson/Broker/Broker of Record Name)

Property Manager:	(Name)	(Address)	(Tel. No., Fax. No.)
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ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. RSM CANADA LIMITED, in its capacity as receiver for the Property and not in its personal capacity

.....
 (Seller) Per: *Bryan Tannenbaum* (Date)
 (Seller) (Date)

Address for Service

Seller's Lawyer Joseph Fried of Fogler, Rubinoff LLP (Tel. No.)

Address 77 King St. W., Ste 3000, Toronto, Ontario M5K 1G8
 Email jfried@foglers.com

416-358-4700 416-941-8852
 (Tel. No.) (Fax. No.)

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

Shishir Handa 02/18/2024
 (Buyer) **Shishir Handa** (Date)

.....
 (Buyer) (Date)

Address for Service

Buyer's Lawyer (Tel. No.)

Address

Email

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

[Signature]
 (Authorized to bind the Listing Brokerage)

CLARA CHAN 02/19/2024
 (Authorized to bind the Co-operating Brokerage) CLARA CHAN



Schedule A Agreement of Purchase and Sale - Condominium Resale

Form 101

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Shishir Handa SH

SELLER: RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity BT

for the purchase and sale of 25 Neighbourhood Ln., 311, Toronto, ON M8Y 0C4

dated the 20 day of February, 2024

Buyer agrees to pay the balance as follows:

~~The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.~~
BT SH ~~wire transfer with funds drawn on a solicitor's trust account~~ BT SH

SH Seller agrees to discharge any mortgages or liens or other encumbrances registered against the property on or before closing at his/her own expense either from the proceeds of the sale or by solicitor's undertaking, other than those extinguished by the Vesting Order. BT SH

~~BT Seller warrants that there are no work orders or deficiency notices outstanding against the property, and if so will be complied with at his expense, on or before closing.~~

~~BT SH The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of cannabis or any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of cannabis or any illegal substances. This warranty shall survive and not merge on the completion of this transaction.~~

The Buyer agrees to obtain at his expense an inspection of the subject property by a qualified home inspector within FIVE(5) banking days after acceptance of this offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept or which the Seller is unable or unwilling to remedy then this offer shall become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is for the benefit of the Buyer and may be waived at his sole option.

This Agreement is conditional for FIVE banking days after acceptance upon the buyer or the agent arranging satisfactory financing. If the said financing cannot be obtained, or if this condition is not waived by writing delivered to the Seller or the Listing Broker within the time specified, this Agreement shall then become null and void and the full deposit herein shall be returned to the Buyer without interest or deduction.

This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT

Schedule A

Agreement of Purchase and Sale - Condominium Resale

Form 101

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Shishir Handa SH and

SELLER: RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity BT

for the purchase and sale of 25 Neighbourhood Ln., 311, Toronto, ON M8Y 0C4

dated the 20 day of February, 20 24

Buyer agrees to pay the balance as follows:

in the Buyer's and the Buyer's lawyer's sole and absolute discretion. SH BT

This offer is conditional upon buyer's lawyer review and satisfactory with the terms and conditions of this offer by buyer's lawyer sole opinion. Unless the ~~Assignor~~^{buyer} gives notices in writing delivered to the Seller not later than five(5) business days upon acceptance the agreement, that this condition is fulfilled, this Offer shall be NULL and void, and the deposit shall be returned to the Buyer without deduction and interest. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Assignor within the time period stated herein.

SH BT ~~The seller represents and warrants that the chattels, appliances and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.~~

Seller agrees to deliver to buyer on closing 2 complete sets of keys, if applicable and FOBs for complete access to the condominium unit, the mailbox, the building, parking garage, all common areas and the locker unit for the property purchased.

SH if the seller fails to provide any keys, garage door openers or FOBs, then the seller shall immediately pay the buyer the actual replacement cost of any such key, garage door opener, locker opener or FOBs, or the buyer shall be given a credit for the amount on the final statement of adjustments.

BT ~~The seller represents and warrants that on completion there is no known damage anywhere, including of roof, caused by water seepage or flooding. The parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.~~

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT

Schedule A

Agreement of Purchase and Sale - Condominium Resale

Form 101

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Shishir Handa SH

SELLER: RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity BT

for the purchase and sale of 25 Neighbourhood Ln., 311, Toronto, ON M8Y 0C4

dated the 20 day of February, 20 24

SH Buyer agrees to pay the balance as follows:

order BT

BT The Seller agrees at seller's expense, to ~~provide~~ ^{2 business} provide the Status Certificate and Attachments within ~~10th~~ ^{2 business} days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the ~~5th~~ ^{3rd} day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. SH

SH ~~The seller acknowledges that the City of Toronto has implemented a Vacant Home Tax on residences that are declared, deemed, or determined to be vacant for more than six months during the previous year and that all owners of residential property in the city of Toronto must file a declaration as to the occupancy status of the property by February 2, 2023. The seller agrees that the seller will be responsible for any such tax, or penalties related to the filing of the declaration, attributed to the property herein. The seller shall also provide to the purchaser, on or before closing, a validly filed property status declaration or such other confirmation as may be required by the purchaser or his solicitor confirming that the property herein is not subject to the Vacant Home Tax and any related penalties, or, in the event that the tax or penalties are applicable, that these have been paid by the Seller.~~

Seller agrees to allow the Buyer to re-enter the above premises THREE more times for necessary measurement purposes at a mutual convenient time to both parties before the date of closing. it doesn't include bank appraisal visit.

Seller agrees to vacate the property in a broom-swept condition and no garbage left behind.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): SH

INITIALS OF SELLER(S): BT



Schedule A Agreement of Purchase and Sale - Condominium Resale

Form 101
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Shishir Handa....., and

SELLER: RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity **BT SH**.....

for the purchase and sale of 25 Neighbourhood Ln., 311, Toronto, ON M8Y 0C4.....

..... dated the 20..... day of February....., 20 24.....

Buyer agrees to pay the balance as follows:

Seller agrees that buyer can add or change name anytime before closing., provided that the Buyer shall not be released hereunder until successful Closing. **SH BT**

~~**SH** Seller agrees to transfer the Tarion warranty certificate to the buyer at no charge to the buyer.~~ **SH BT**

~~**SH** Seller warrants that there will be no development levies to be paid by the buyer.~~ **SH BT SH**

~~The buyer agrees to pay the deposit of \$27,000 on or before 6:00 pm on Friday 23rd, February 2024~~ **BT SH**

~~**SH** This Agreement is conditional for Three banking days after acceptance upon the seller's confirmation of the Tarion warranty availability to this unit. The Three (3) banking day conditional period shall begin upon the seller's warrants and confirmation that this property includes Tarion Warranty Coverage if this condition is not waived by writing delivered to the Seller or the Listing Broker within the time specified. this Agreement shall then become null and void and the full deposit herein shall be returned to the Buyer without interest or deduction.~~ **SH BT**

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): **SH**

INITIALS OF SELLER(S): **BT**

Schedule "B"

1. As used herein the following words and terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith:

"Agreement" means this Agreement of Purchase and Sale;

"Appointment Order" means the order of the Court dated the 6th day of February, 2024 appointing RSM Canada Limited, as receiver of the of the Assets pursuant to the provisions of Section 243 (1) of the *Bankruptcy and Insolvency Act* (Canada) as amended and Section 101 of the *Courts of Justice Act*, Ontario, as amended;

"Assets" means the unsold condominium units, parking units and storage lockers legally described in Schedule "A" of the Appointment Order and constituting the Property of the Debtors including all proceeds derived therefrom;

"Business Day" means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

"Claims" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever and **"Claim"** means any one of the foregoing.

"Closing Date" means the 1st day of April, 2024;

"Court" means the Ontario Superior Court of Justice (Commercial List);

"CRA" has the meaning ascribed to it in Section 21 hereof;

"Debtors" means collectively Vandyk-Backyard Queensview Limited and Vandyk-Backyard HumberSide Limited;

"Documents" has the meaning ascribed to it in Section 5 (b) hereof;

"Encumbrances" means in the case of any of the Property any pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, title defect, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a security interest in, or against title to, such Property, whether created by agreement, statute or otherwise at law, attaching to the property assets or rights whether registered or unregistered, condominium documents, including without limitation declaration, by-laws rules and the like;

"Excluded Assets" means any and all tax refunds from any Government Authority, rent arrears, insurance proceeds, if any, litigation claims of the Debtors, if any;

"HST" has the meaning ascribed to it in Section 21 hereof;

"Inaccuracies" has the meaning ascribed to it in Section 5 (c) hereof;

BT

SH

"Permitted Encumbrances" means all the Encumbrances other than those listed on Schedule "C" attached hereto which Encumbrances shall be extinguished from title by the Vesting Order.

"Property" means the lands and premises described in the OREA form of the agreement of purchase and sale to which this Schedule is attached.

"Purchaser" means the Buyer as set out in the OREA form of the agreement of purchase and sale to which this Schedule is attached;

"Rebate" has the meaning ascribed to it in Section 21 hereof;

"Rebate Form" has the meaning ascribed to it in Section 21 hereof;

"Receiver" means RSM Canada Limited., in its capacity as receiver of the Assets, and not in its personal capacity;

"Transaction" means the transaction of purchase and sale of the Property contemplated by this Agreement;

"Vendor" means RSM Canada Limited., in its capacity as receiver of the Assets, and not in its personal capacity;

"Vesting Order" has the meaning set out in Section 3(a);

"Work Orders" means collectively work orders, deficiency notices, infractions, stop work orders, outstanding building permits or any other non-compliance of every nature and kind with applicable laws and issued by any governmental authority;

Where utilized in this Agreement the word **"Purchaser"** shall also mean **"Buyer"** and the word **"Vendor"** shall also mean **"Seller"** and vice versa.

2. Subject to the terms and conditions hereof and subject to the Court granting the Vesting Order, the Receiver, exercising the powers of sale granted pursuant to the Appointment Order, shall sell to the Purchaser, and the Purchaser shall purchase, the Property on the Completion Date.
3. The Purchaser and the Vendor acknowledge and agree that the Vendor is selling the rights, title and interest of the Debtors in and to the Property pursuant to the Vendor's powers and as authorized by the Vesting Order. The Purchaser agrees to purchase and accept the rights, title and interests of the Debtors in and to the Property pursuant to and in accordance with the terms of this Agreement, the Appointment Order and the Vesting Order and that neither the Vendor nor the Purchaser shall be obliged to complete the transaction contemplated in this Agreement unless:
 - (a) an order, or orders, in form and substance satisfactory to the Receiver, shall have been made by the Court on or before the Closing Date approving this Agreement and the Transaction, authorizing the Vendor to enter into this Agreement and complete the Transaction, and vesting in the Purchaser all the right, title and interest of the Debtors in the Property free and clear of any and all Encumbrances except for the Permitted Encumbrances (the **"Vesting Order"**); and

BT SH

- (b) the Vesting Order shall not have been stayed, varied or vacated, and no order shall have been issued which restrains or prohibits the completion of the Transaction as at the Closing Date, which may occur immediately following the granting of the Vesting Order.

If the Court does not grant the Vesting Order, the Vendor may at its option pursue such right of appeal if any as is available or terminate this Agreement by written notice to the Purchaser. If this Agreement is so terminated the deposit shall forthwith be returned to the Purchaser and neither party shall be further liable to the other. The Vendor's solicitors shall provide the Purchaser's solicitors with draft Vesting Order for its comments. If the Purchaser's solicitors do not provide any comments within two (2) Business Days of receipt of the Vesting Order it shall be deemed to have approved the same.

- 4.
- (a) The Purchaser shall pay all taxes exigible and registration costs on the registration of the Vesting Order.
 - (b) The Purchaser acknowledges that the Vendor shall not be required to discharge any existing mortgages, liens or other Encumbrances with respect to the Property; and
 - (c) The Vendor shall have the right, exercisable at any time, up to and including the Closing Date, to terminate the Agreement by written notice to the Purchaser or the Purchaser's solicitor, in the event it is prevented from completing this transaction by decision of the Court. In such event, this Agreement shall be null and void and the deposit shall be returned to the Purchaser, and the Vendor shall not be liable to the Purchaser for any losses, costs, expenses or damages whatsoever incurred or suffered by the Purchaser as a result of the termination of this Agreement.
- 5.
- (a) The Purchaser acknowledges to the Vendor that it has inspected the Property and that the Receiver is selling the Property on an "as is, where is" basis with all faults known, or unknown, as they shall exist as of the date of execution of this Agreement, or on the Closing Date. The Purchaser further acknowledges that: (i) it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Property as it deemed appropriate and has satisfied itself with regard to these matters; and (ii) the Receiver is not licensed under the New Home Construction Licensing Act and as such no Tarion warranty will be provided to the Purchaser on Closing. No representation, warranty or condition is expressed or can be implied as to any matter including, title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, environmental condition, environmental laws, zoning, permitted uses, permits, governmental compliance, threatened Claims, litigation, or in respect of any other matter or thing whatsoever concerning the Property. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The description of the Property contained in the Documents, in this Agreement and in any marketing material is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of the Documents, Schedules and in any marketing material. The Purchaser agrees that it is purchasing and accepts the Property on an "as is", where is" basis, as of the date of acceptance and as of the Closing Date, including without limiting the generality of the foregoing, the Purchaser shall assume the obligation of all outstanding Work Orders including: (i) municipal zoning by-laws; (ii) agreements with governmental authorities; or (iii) provincial or federal

laws referable to the Property as of the Closing Date. The Purchaser further acknowledges that, notwithstanding any statutory provisions or provisions in this Agreement to the contrary, the Purchaser has no right to submit requisitions on title in respect of any of the Permitted Encumbrances.

- (b) The Purchaser further acknowledges and agrees that s/he/they or it has/have reviewed or has/have had the opportunity prior to submitting this Agreement: (i) information, documents and other materials, including any condominium documents (collectively the "**Documents**") made available or to be made available by the Vendor and/or its agent or otherwise in connection with the sale of the Property has been prepared and provided solely for the convenience of prospective purchasers only without any representation or warrant of any kind; (ii) the Vendor has not made and shall not make any representation or warranty whatsoever as to the accuracy, currency or completeness of the Documents; (iii) it has relied entirely upon its own inspections and investigations with respect to the purchase of the Property including the quantity, quality and value thereof; and (iv) it is solely responsible for satisfying itself with respect to the accuracy, currency, adequacy and completeness of the Documents and the Purchaser hereby releases the Vendor from any and all Claims it now has, or may in the future have, in that regard;
- (c) The description of the Property in the Documents, in any marketing material, listing information, and any like material delivered or made available by the Vendor, its agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "**Inaccuracies**") is found in the particulars thereof, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result thereof and the Purchaser hereby releases the Vendor from any Claims, damages, suits, costs, etc., the Purchaser had, has or may have as a result of such Inaccuracies; and
- (d) the environmental state of the Property, the uses, present or future, made or to be made of the Property, the existence, nature, kind, state or identity of any contaminants or hazardous substances on, under or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the Environmental Protection Act (Ontario) , the Ontario Water Resources Act, the Canadian Environmental Protection Act or other statute, regulation, rule or provision or law, the existence, state, nature, kind, identity, extent or effect of which imposes any liability to fulfil any obligation with respect to the environmental state of the Property.
6. If there is any conflict, discrepancy or inconsistency between any of the terms and provisions contained in this Schedule "B" and any terms and provisions contained in the OREA form of the agreement of purchase and sale to which this Schedule is annexed (including any other schedules annexed thereto), the terms and conditions of this Schedule shall prevail to the extent of such conflict, discrepancy or inconsistency.
7. This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of Purchase and Sale may be transmitted by fax and electronic mail and shall be binding upon the parties hereto as if executed in the original. Any notice, approval, waiver, agreement, amendment, instrument, document or communication permitted, required or contemplated in this Agreement may

be given or delivered and accepted or received by the Purchaser's solicitors on behalf of the Purchaser and by the Vendor's solicitors on behalf of the Vendor.

8. The Purchaser covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, Purchaser's Liens or any other instrument or reference to this Agreement of his/her interest in this Property. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Purchaser hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs in obtaining such order. The Purchaser agrees that this Agreement does not grant the Purchaser any interest in the Property.
9. Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s. 235, (statute), the Purchaser represents and warrants that the Purchaser is not and on completion, will not be a Non-Canadian under the Non-Canadian provisions of the Prohibition on the Purchase of Residential property by Non-Canadians Act S.C. 2022, c. 10, s. 235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is not then a Non-Canadian of Canada; provided further that if the Purchaser qualifies for any exception as set out or prescribed by the statute, the Purchaser shall deliver to the Vendor a statutory declaration that the Purchaser is a Non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.
10. In the event any issue is raised with respect to the exercise of the sale by the Vendor, title or possession, or in the event that the Superior Court of Justice has not approved this Agreement and the terms thereof by the Closing Date, the Vendor may at its option extend the Closing Date for a period or periods of time not exceeding 60 days in total. The Purchaser agrees that if a title insurance company is willing to insure over any such issue raised, the Purchaser agrees to purchase a title insurance policy and close the transaction. If the Vendor is unable to resolve any such issue or if such approval of the Court has not been obtained by the expiry the extension period or periods, the Vendor at its sole option may terminate this agreement.
11. The Purchaser confirms, represents and warrants that it and its officers, directors and shareholders are not related or affiliated to the Debtors or any of their respective officers, directors and shareholders, and furthermore, that the Purchaser has not entered into any agreement, joint-venture or partnership with the Debtors or any of their respective officers, directors and shareholders in relation to their proposed purchase of the Property and the Debtors and their respective officers, directors and shareholders have no interest in the Purchaser entity nor will they have any rights or ownership interest in the Property after completion of the within transaction whether directly or indirectly.
12. Notwithstanding any provision to the contrary in this Agreement the Purchaser shall not assign this Agreement without the prior written consent of the Vendor, which consent may be granted or be withheld in the Vendor's sole and unfettered discretion. Notwithstanding any assignment consented to by the Vendor, the Purchaser shall not be released or relieved from any of its obligations hereunder until Closing and shall be jointly and severally liable with the assignee hereunder until Closing.

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13. On or before the Closing, the Purchaser shall execute or deliver as applicable to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) Payment of the balance of Purchase Price;
- (b) a certificate of the Purchaser executed by the Purchaser or a senior officer of the Purchaser, as applicable, confirming that the Purchaser (or such permitted assignee of the Purchaser) is purchasing the Property on its own account and not as agent, trustee or nominee for any other person and that it is a registrant for HST purposes under the Excise Tax Act (Canada) as at the Closing Date and setting out the registration number of the Purchaser for HST purposes and indemnity as contemplated by Section 14 hereof;
- (c) an assignment and assumption of the agreement of purchase and sale if title is direct to a third party;
- (d) a direction re title, if applicable;
- (e) Statutory Declaration pursuant to Section 9 hereof;
- (f) an undertaking by the Purchaser to readjust any errors, omissions or changes in the statement of adjustments;
- (g) **two originally signed HST New Housing Rebate Form;**
- (h) assignment of the Rebate in favour of the Vendor;
- (i) Statutory Declaration that Property will be occupied as a principal residence of the Purchaser as set forth in Section 21 hereof;
- (j) DocuSign certificate of completion, if applicable.
- (k) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

14. On or before the Closing the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Vesting Order;
- (b) the Receiver's Certificate as contemplated by the Vesting Order;
- (c) a statement of adjustments;
- (d) an undertaking by the Vendor to readjust any errors, omissions or changes in the statement of adjustments, with any readjustments to be completed within sixty days of Closing;
- (e) a certificate the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act, Canada, as amended; and


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- (f) such other documents as may be reasonably requested by the Purchaser to give effect to this Agreement.
15. The closing documents may be delivered in electronic format and original closing documents need not be provided. If the closing documents were executed utilizing DocuSign then the DocuSign certificate of completion shall be provided. Notwithstanding anything provided to the contrary in this Agreement, it is expressly understood and agreed that the Purchaser shall nevertheless be obliged to provide and deliver to the Vendor's Solicitors **at least two originally signed HST New Housing Rebate Form** (and not an electronically-signed version thereof, nor a photocopy, a telefaxed copy or a scanned/e-mailed copy thereof) in connection with the final closing of this purchase and sale transaction
16. Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.
17. The Vendor and Purchaser agree that this Agreement shall not merge on closing but shall survive the closing without limitation.
18. The Purchaser acknowledges that the Vendor, has been appointed as Receiver pursuant to the Appointment Order. The Purchaser further acknowledges and agrees that the Receiver acts solely in its capacity as Receiver, without personal or corporate liability. The Purchaser acknowledges and agrees that Receiver is entering into this Agreement solely in its capacity as the Receiver and that the Receiver, its agents, officers, partners and employees shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of or in any way connected with this Agreement or as a result of the Vendor performing or failing to perform any of its obligations hereunder. The Purchaser agrees that it will fully and irrevocably release the Receiver from any and all Claims that the Purchaser may now have or hereafter acquire against the Receiver for any costs, loss, liability, damage, expense, demand, claims, action or cause of action arising from the Transaction. The Receiver is not liable or bound, in any manner, by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, furnished by any real estate broker, agent or representative of the Receiver.
19. Intentionally Deleted.
20. Notwithstanding anything contained to the contrary in the OREA printed form of Agreement of Purchase and Sale to which this Schedule is attached, the Buyer acknowledges and agrees that the Seller is making no warranties or representations with respect to any matters relating to the Condominium Corporation including, without limitation, whether or not the Seller owns or has an exclusive use parking space(s) and/or locker(s), the amount of the monthly common expense payments, the amount of any special assessment, any matter set out in the status certificate issued by the condominium corporation and all other matters. The Buyer further agrees that all warranties and representations contained in the OREA form in respect of the Condominium Corporation are hereby deleted. The Buyer acknowledges and agrees that it will satisfy itself, in respect of the Condominium Corporation, including, the amount of the monthly common expenses, the amount of special assessments, if any, and if there is an owned or exclusive use parking space(s) and/or locker(s).

21. It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "**Rebate**") and **further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the Excise Tax Act) shall personally occupy the Property as his/her/their primary place of residence**, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Property. The Purchaser further warrants and represents that s/he/they has/have not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "**Rebate Form**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (a) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Form duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may, reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or

- (b) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- b. Notwithstanding any other provision herein contained in this Agreement, the Purchaser 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, any credits granted by the Vendor or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement or any amendment or addenda thereto, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades, credits or adjustments (including any increase in the rate of HST) and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.
22. The Purchaser acknowledges that prior to entering into the agreement it had access to the data room established by the Vendor's in respect of the Property.
23. This Agreement shall be conditional until February 26, 2024, at 5:00 p.m. upon confirmation that Tarion warranty coverage is available for the Property (the "**Coverage**"). In the event that Coverage is not available, this Agreement shall be null and void of no further force or effect whatsoever, each party shall be released from all of its liabilities and obligations under this Agreement and the Deposit shall be returned to the Purchaser forthwith.
24. There shall be no adjustments for development levies.

SCHEDULE "C"**PERMITTED ENCUMBRANCES****GENERAL ENCUMBRANCES**

1. Encumbrances, charges or prior claims for taxes (which term includes charges, rates and assessments) or utilities (including charges, levies or imposts for sewers, electricity, power, gas, water and other services and utilities) not yet due and owing or, if due and owing, that are adjusted for pursuant to this Agreement, or the validity of which is being contested in good faith, and encumbrances or charges for the excess of the amount of any past due taxes or utilities charges for which a final assessment or account has not been received over the amount of such taxes or utilities charges as estimated and paid by the Vendor or the Debtors.
2. Inchoate or statutory encumbrances in respect of construction, renovations or current operations, in respect of which the Vendor or the Debtors has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts and of the Construction Lien Act (Ontario) or the Construction Act, Ontario (collectively the "Acts") and (i) for which no claim has been registered against the Property and of which no notice in writing has been given to the Vendor or the Debtors pursuant to the Acts or otherwise, or (ii) that relate to obligations not yet due.
3. Statutory liens and levies and other rights conferred upon, reserved to or vested in the Crown, the public or any municipality or governmental or other public authority by any statutory provision including rights of expropriation, access or user.
4. Subsisting reservations, limitations, provisos, conditions or exceptions contained in any grant of the Property or any portion thereof or interest therein from the Crown, including reservations of under-surface rights to mines and minerals of any kind including rights to enter, prospect and remove the same.
5. Unregistered liens, charges, adverse claims, security interests or other encumbrances of any nature claimed or held by any Governmental Authority.
6. The right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof.
7. Restrictions, by-laws, regulations, ordinances and similar instruments affecting the use of land or the nature of any structures which may be erected on the Property, including zoning, land-use and building by-laws and ordinances.
8. Minor encroachments or illegal views by the Property over neighbouring land and/or permitted under agreements with neighbouring landowners and minor encroachments or illegal views over

the Property by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.

9. Any minor title defects, irregularities, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests revealed by any plan, technical description or survey or certificate of location of Property disclosed to or obtained by the Purchaser, or which would be revealed by an up-to-date survey or certificate of location of the Property.
10. any registrations, notice or caveat in respect thereof (including subleases, amendments to leases or assignments of leases or subleases) and any encumbrance of any nature whatsoever charging the interest of persons (other than the Seller) under any such lease (including subleases, amendments to leases or assignments of leases or subleases).
11. Agreements with any governmental authority or any public utility or private supplier of services or utilities including subdivision agreements, site plan control agreements, development agreements, servicing agreements, utility agreements, engineering agreements, grading agreements or landscaping agreements, provided either (i) such agreements have been complied with or (ii) if such agreements have not complied with, such non-compliance does not materially impair the use, operation or marketability of the Property.
12. Unregistered agreements, authorizations, consents, postponements, subordinations, licences, easements in favour of Hydro One or the local utility provided that they have been complied with or if not complied with, that any non-compliance does not materially impair the use, operation or marketability of the Property.
13. Easements, rights-of-way, servitudes, rights to use, restrictions, restrictive covenants, and similar rights in real property or immovables or any interest therein which do not materially impair the use, operation or marketability of the Property.
14. Minor easements, rights-of-way, licences or agreements for the supply of utilities or telephone services to the Property or adjacent land and/or for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services, sidewalks, public ways, gas, steam or water mains, electric light and power, telephone and other telecommunication conduits, poles, wires and cables.
15. Minor title defects or irregularities that do not materially impair the use, operation or marketability of the Property.
16. Restrictive covenants, private deed restrictions, and other similar land use control agreements that are registered on title to the Property that do not materially impair the use, operation or marketability of the Property.
17. Statutory exceptions, reservations or qualifications to title including the liabilities, rights and interests described in Section 44(1) of the Land Titles Act (Ontario) and any rights reserved to or vested in any person by any statutory provision including rights of expropriation.
18. Any possessory title rights, easements, servitudes or interests that may have been obtained by abutting owners including the rights of any person entitled to any portion of the Property through length of adverse possession or prescription.

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19. Any claim to the Property or any part thereof by way of aboriginal title.
20. With respect to instruments registered via Teraview Electronic Registration System (“TER System”), any error or omission in the receipt, transmission or recording of such instrument, or of any of the particulars contained in such instruments, subsequent to creation and electronic delivery of same to Teranet Land Information Services Inc. via the TER System.
21. On first registration, those additional matters constituting statutory exceptions or reservations pursuant to Subsection 44 (1) of the Land Titles Act (Ontario) (save and except Subsection 44 (1) paragraph 11 (Planning Act), paragraph 14 (Dower Rights), Provincial succession duties and escheats or forfeiture to the Crown); the rights of any person who, but for the Land Titles Act (Ontario), would be entitled to the land or any part of it through length of possession, prescription, mis-description or boundaries settled by convention; and any lease to which Subsection 70 (2) of the Registry Act (Ontario) applies.
22. The permitted encumbrances set out in paragraph 10 of the OREA Form 500 to which this schedule is attached.
23. All instruments and Encumbrances on the PINS for the Property, other than those to be extinguished as set out in Scheule "D" hereof.

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SCHEDULE "D"
Encumbrances to be Extinguished pursuant to
the Vesting Order

	REG. NUM.	Date	Instrument Type	Amount	Parties To	Cert/CHKD
1.	AT5030525	2018/12/12	Charge	\$18,750,000	Trisura Guarantee Insurance Co.	C
2.	AT5175582 Remarks: AT5030525	2019/07/02	Notice		Trisura Guarantee Insurance Co.	C
3.	AT6405972	2023/08/24	Charge	\$12,700,000	Peoples Trust Company	C
4.	AT6405973 Remarks: AT6405972	2023/08/24	No Assgn Rent Gen		Peoples Trust Company	C
5.	AT6406080	2023/08/24	Postponement		Peoples Trust Company	C
6.	AT6407058	2023/08/25	Construction Lien	\$384,182		C
7.	AT6407909	2023/08/28	Construction Lien	\$1,845,369		C
8.	AT6436267	2023/10/06	Construction Lien	\$213,401		C
9.	AT6439785 Remarks: AT6407058	2023/10/12	Certificate			C
10.	AT6445432 Remarks: AT6407909	2023/10/23	Certificate		Vandyk- Backyard Queensview Limited Peoples Trust Company Trisura Guarantee Insurance Company	C
11.	AT6450100	2023/10/30	Construction Lien	\$1,142,744		C
12.	AT6452324	2023/11/01	Construction Lien	\$702,998		C

13.	AT6457807	2023/11/10	Construction Lien	\$16,952		C
14.	AT6458231	2023/11/10	Construction Lien	\$2,282,408		C
15.	AT6458352	2023/11/10	Construction Lien	\$658,839		C
16.	AT6459779	2023/11/15	Construction Lien	\$127,350		C
17.	AT6460827	2023/11/15	Construction Lien	\$122,337		C
18.	AT6460839	2023/11/15	Certificate			C
	Remarks: AT6457807					
19.	AT6464044	2023/11/22	Construction Lien	\$1,130		C
20.	AT6469954	2023/11/30	Certificate			C
	Remarks: AT6458231		Certificate of Action			
21.	AT6469955	2023/11/30	Certificate			C
	Remarks: AT6458352		Certificate of Action			
22.	AT6470362	2023/11/30	Condo Lien /98	\$4,632		C
23.	AT6472516	2023/12/04	Construction Lien	\$462,217		C
24.	AT6480459	2023/12/14	Certificate			C
	Remarks: AT6459779					
25.	AT6481040	2023/12/15	Certificate			C
	Remarks: AT6452324					
26.	AT6481578	2023/12/15	Construction Lien	\$323,750		C
27.	AT6495103	2024/01/12	Certificate			C
	Remarks: AT6481578					
28.	AT6496982	2024/01/16	Certificate			C
	Remarks: AT6450100					
29.	AT6508018	2024/02/02	Certificate			C

	Writ of Execution#	Date	Sheriff of	Judgement Costs
30.	48705427-1348624B	20244/01/26	Toronto	\$499,709.91 @ 7% interest starting 2024/01/19 \$4,876.56 @ 7% interest starting 2021/01/19

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Confirmation of Co-operation and Representation Buyer/Seller

Form 320

for use in the Province of Ontario

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BUYER: Shishir Handa

RSM Canada Limited, in its capacity as Receiver for the Property and not in its personal capacity

BT

SELLER:

For the transaction on the property known as: 25 Neighbourhood Ln., 311, Toronto, ON M8Y 0C4

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing the Buyer and has not entered into an agreement with the Buyer to provide service. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer. However, the Listing Brokerage shall not disclose:
 - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
 - the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the buyer should offer or the price the Seller should accept; and
 - the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c) **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Seller and the Buyer are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
 - 1) The Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Seller and the Buyer client is as more particularly set out in the agreement with the respective Seller and Buyer.
 - 2) The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
 - 3) The designated representative(s) is providing representation to the Seller client and the Brokerage is providing services to the Seller client.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

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.....
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INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

SH

BUYER

CC

CO-OPERATING/BUYER BROKERAGE

BT

SELLER

LISTING BROKERAGE

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2. PROPERTY SOLD BY BUYER BROKERAGE

- a) [] The Brokerage represents the Buyer and the Brokerage will be paid;
1) [] by the Buyer directly
2) [] by the Seller in accordance with a Seller Limited Services Representation Agreement.
b) [] MULTIPLE REPRESENTATION: The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction.
c) [] MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
d) [] MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: Where the Buyer and the Seller are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a) [x] CO-OPERATING BROKERAGE - REPRESENTATION:
1) [x] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
2) [] The Co-operating Brokerage, who has a Seller Limited Services Representation Agreement with Seller client, is providing assistance to the Buyer as a self-represented party in this transaction.
b) [x] CO-OPERATING BROKERAGE - COMMISSION:
1) [x] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS information for the property 2.5% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
2) [] The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

SH BUYER

CC CO-OPERATING/BUYER BROKERAGE

BT SELLER

LISTING BROKERAGE

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

HOMETON GROUP REALTY POINT
(Name of Co-operating/Buyer Brokerage)
55 LEBOVIC AVE #115C TORONTO ON M1L0H2
Tel.: **(416) 930-3063** Fax:
CLARA CHAN
(Authorized to bind the Co-operating/Buyer Brokerage) **02/19/2024**
CLARA CHAN
(Print Name of Salesperson/Broker/Broker of Record)

VKP Real Estate Limited
(Name of Listing Brokerage)
Tel.: Fax:
2/20/2024 | 4:50 PM EST
Cassandra Pacitto
(Authorized to bind the Listing Brokerage) (Date)
Cassandra Pacitto
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)
The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.
INITIALS OF BUYER(S) **INITIALS OF SELLER(S)**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Shishir Handa
(Signature of Buyer) **Shishir Handa**
(Date) **02/18/2024**
(Date)

Bryan Tannenbaum
(Signature of Seller) **2/20/2024 | 4:54 PM EST**
(Date)
(Date)

Appendix D



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL/ESTATE LIST)
COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-24-00713783-00CL

DATE: Wednesday, March 6, 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: **PEOPLES TRUST COMPANY et al v. VANDYK-BACKYARD QUEENSVIEW LIMITED et al**

BEFORE: **MISTER JUSTICE CAVANAGH**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
D.J. Miller	Receiver	djmiller@tgf.ca
Puya Fesharaki	Receiver	pfesharaki@tgf.ca
Dom Michaud	Lien Priority Counsel for the Applicant	dmichaud@robapp.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Cynthia Davis	TA Appliances	cd@giffenlawyers.com
Fabio Soccol	Plycon Forming Ltd.	Fabio@soccollaw.com
Aiden Nelms	KingSett Mortgage Corporation	nelmsa@bennettjones.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Nicole Maragna	Foremont Drywall (Highrise / ICI Division) Ltd.	nmaragna@bianchipresta.com
Paul Guaragna	PermaCorp	pguaragna@millerthomson.com
Philip Holdsworth	Chicago Title Insurance Company Canada	pholdsworth@robapp.com
Laura Culleton	Home Trust Company	laurac@chaitons.com
Pani Sarkis	Venice Construction Inc.	psarkis@rarlitigation.com
Michael Fazzari	Dircam Electric Limited	mfazzari@millerthomson.com
Robert Kalanda	Sitescape and Torre DCC Carpentry	rkalanda@dakllp.com
Raphael Fernandes	Classic Tile Contractors Limited	rfernandes@carltonlaw.ca
Joan Kasozi	KC Structural Ltd.	jkasozi@cambridgellp.com
Fernando Souza	Urban Mechanical Contracting Ltd.	fsouza@lawtoronto.com
Laura Lee	Duka Management	l.lee@ndenergyinc.com

ENDORSEMENT OF MISTER JUSTICE CAVANAGH:

1. TDB Restructuring Limited in its capacity as Court-appointed receiver and manager (in such capacity, the Receiver) without security of the unsold condominium units, parking units and storage lockers constituting property of the Debtors (as defined in the motion materials) seeks the following relief:
 - a. an Approval and Vesting Order in respect of Unit 302 authorizing and directing the Receiver to enter into and carry out the terms of the agreement of purchase and sale for this unit and vesting title to the Purchased Assets (as defined in the agreement of purchase and sale) in the purchasers upon the closing of the purchase and sale transaction contemplated thereby;
 - b. an order for ancillary relief, among other things, (i) approving the First Report of the Receiver dated February 27, 2024 and the Supplementary Report of the Receiver dated March 4, 2024 and the Receiver's activities set out therein; (ii) ratifying the Receiver's termination of the agreement of purchase and sale in respect of Unit 211; (iii) establishing the maximum holdback amount that may be applicable in respect of any lien claims against the unsold units that may subsequently be determined to be valid and in priority to the first mortgage registered in favour of the Applicants; (iv) approving the distribution of net proceeds of sale of the unsold units to the first mortgagee, subject to the Receiver first retaining and holding 15% of the net proceeds received by the Receiver in trust for any lien claimants that may subsequently be determined to be valid and in priority to the first mortgage;
 - c. an Order requiring the delivery of information from lien claimants to allow an assessment to be made as to the validity and priority of any construction lien claims that may be in priority to the first mortgage.
2. I have reviewed the motion materials and heard submissions from counsel for the Receiver. No one opposes the requested Orders. I am satisfied that the requested Order should be made.
3. Orders to issue in forms of Orders signed by me today.
4. A hearing is scheduled for April 30, 2024 at 10:00 AM for one hour for a motion to be brought by the Receiver for an order in respect of the sale of one or more other units and to address issues relating to the claim of TA Appliances Inc., a judgment creditor.
5. A hearing is scheduled for May 17, 2024 at 10:00 AM for one-half day for a motion to be brought by the Receiver with respect to the lien claims. Counsel for the Receiver advises that she intends to circulate the notice of motion for this motion and confer with counsel about a timetable for this motion. If there is difficulty reaching an agreed timetable, a scheduling appointment should be obtained from the Commercial List Office.

Appendix E

From: Cynthia Davis <cd@giffenlawyers.com>
Sent: Tuesday, April 9, 2024 9:54 AM
To: Amanda Adamo <aadamo@LN.Law>
Cc: R. Graham Phoenix <gphoenix@LN.Law>; Matthew Himmel <mhimmel@LN.Law>; Steven Sager <ssager@LN.Law>; btannenbaum@tdbadvisory.ca; D. J. Miller <DJMiller@tgf.ca>; Puya Fesharaki <PFesharaki@tgf.ca>
Subject: [EXTERNAL]RE: TA Appliances Inc. v. Vandyk-Queensview Limited

Counsel,

While TA Appliances continues to dispute the contents of your letter, it has assessed the re-sale value of the appliances that are contained within the unsold units and have concluded that the legal fees to continue to participate in these proceedings will far out pace any recovery TA Appliances could generate and I have been instructed not to pursue a motion.

Sincerely,

Cynthia Davis*

MANAGING PARTNER

T 519-578-4150 x165

F 519-578-8740

E cd@giffenlawyers.com

* Practicing as Cynthia Davis Law Professional Corporation

Giffen LLP

101 Randall Drive Unit A Waterloo Ontario N2V 1C5

giffenlawyers.com

Giffen



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contact or inform the sender by return e-mail or by telephone at (519) 578-4150 and delete this e-mail message and all copies. Due to the inherent risks associated with the Internet, we assume no responsibility for unauthorized interception of any Internet communication with you or the transmission of computer viruses. If you wish, at any time, to cease receiving emails from us, please let us know either in a reply to this email or by calling us at 519-578-4150. Thank you.

From: Amanda Adamo <aadamo@LN.Law>

Sent: Thursday, March 21, 2024 4:44 PM

To: Cynthia Davis <cd@giffenlawyers.com>

Cc: R. Graham Phoenix <gphoenix@LN.Law>; Matthew Himmel <mhimmel@LN.Law>; Steven Sager <ssager@LN.Law>; btannenbaum@tdbadvisory.ca; djmiller@tgf.ca; PFesharaki@tgf.ca

Subject: TA Appliances Inc. v. Vandyk-Queensview Limited

LEAP Email Reference |F:33bef63b-bcce-4df3-b907-fe4fe5e5e6e1|M:1dfe81b5-2d60-b74b-8f7c-b16688f93c53|O:c7af12df-384b-4ac1-8277-c4941942b27c| (Please do not delete)

Appendix F

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

THE HONOURABLE) WEDNESDAY, THE 6TH
)
JUSTICE CAVANAGH) DAY OF MARCH, 2024

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

**Order
(Ancillary Relief)**

THIS MOTION, made by RSM Canada Limited (now known as TDB Restructuring Limited) in its capacity as Court-appointed receiver (the “**Receiver**”) of the unsold condominium units, parking units, and storage lockers legally described in the Order appointing the Receiver granted by this Court on February 6, 2024 (the “**Appointment Order**”), including all proceeds thereof (the “**Property**”) of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (together, the “**Debtors**”) for an order among other things: (i) approving the First Report of the Receiver dated February 27, 2024 (the “**First Report**”), the Supplementary Report of the Receiver dated March 4, 2024 (the “**Supplementary Report**”) and the Receiver’s activities set out therein; (ii) ratifying the Receiver’s termination of the agreement of purchase and sale (the “**Unit 211 Agreement**”) between Vandyk-Backyard Queensview Limited and Oluwaseun Olowolafe dated November 28, 2018, as amended; (iii) establishing the maximum

priority that the lien claims, if determined to be valid, may have as against the first ranking charge/mortgage against the Property; and (iv) approving the distribution of the aggregate net proceeds (the "**Net Proceeds**") set out herein from the sale of Unit 302, subject to the Receiver first retaining and holding 15% of the Net Proceeds in trust for any lien claims that may subsequently be determined to be valid and in priority to the first mortgage registered on title to the Property and \$4,000 pending determination of a certain priority dispute, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report, the Supplementary Report and the Appendices thereto, and on hearing the submissions of counsel for the Receiver and such other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the Affidavits of Service of Rudrakshi Chakrabarti sworn February 28, 2024 and Puya Fesharaki sworn March 5, 2024, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record herein is hereby validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the First Report.

APPROVAL OF FIRST REPORT, SUPPLEMENTARY REPORT AND RECEIVER'S ACTIVITIES

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

TERMINATION OF UNIT 211 AGREEMENT

4. **THIS COURT ORDERS** that the Receiver's termination of the Unit 211 Agreement is hereby approved and ratified, and any rights of the parties under the Unit 211 Agreement do not

constitute any continuing obligations against the Property or against any of the parties under the Unit 211 Agreement.

HOLDBACK OF NET PROCEEDS OF SALE

5. **THIS COURT ORDERS** that the maximum statutory holdbacks of potential lien claims against the Property that could assert priority to the first-ranking Mortgage is \$1,979,540.34 (being the maximum statutory holdbacks, as determined by the Receiver).

6. **THIS COURT ORDERS** that the Receiver shall hold back 15% of the Net Proceeds received by the Receiver from the sale any of the Unsold Units (the “**Holdback Requirement**”) in trust for the benefit of lien claimants, pending resolution or determination of the entitlement of any lien claimants or further Order of this Court.

7. **THIS COURT ORDERS** that the Receiver shall set aside \$4,000 of the Net Proceeds of Sale, after adjusting for the Holdback Requirement, pending determination of that certain priority dispute relating to TA Appliances Inc.’s interest in certain appliances.


DISTRIBUTION

8. **THIS COURT ORDERS** that, pending any further Order of the Court that may be sought by any party and granted by the Court after May 1, 2024, subject to the Holdback Requirement and any amounts that may be required by the Receiver to fund the receivership proceeding, the Receiver is hereby authorized and directed to distribute the Net Proceeds to the Applicants, in reduction of the first-ranking Charge/Mortgage registered against the Property.

GENERAL

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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

 Digitally signed by
Mr. Justice
Cavanagh

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Ancillary Relief)**

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Tel: (416) 304-1616 / Fax: (416) 304-1313

D.J. Miller (LSO# 34393P)

Email: djmiller@tgf.ca

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca

Rudrakshi Chakrabarti (LSO# 86868U)

Email: rchakrabarti@tgf.ca

Lawyers for the Court-appointed Receiver, RSM Canada
Limited (now known as TDB Restructuring Limited)

Appendix G

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0136

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470182
Unit # LKB-047 Legal Level# B Legal Unit# 47

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0137

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470183
Unit # LKB-048 Legal Level# B Legal Unit# 48

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0138

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470184
Unit # LKB-049 Legal Level# B Legal Unit# 49

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0139

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470185
Unit # LKB-050 Legal Level# B Legal Unit# 50

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0140

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470186
Unit # LKB-051 Legal Level# B Legal Unit# 51

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0141

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470187
Unit # LKB-052 Legal Level# B Legal Unit# 52

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0143

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470189
Unit # LKB-054 Legal Level# B Legal Unit# 54

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0144

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470190
Unit # LKB-055 Legal Level# B Legal Unit# 55

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0145

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470191
Unit # LKB-056 Legal Level# B Legal Unit# 56

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0146

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470192
Unit # LKB-057 Legal Level# B Legal Unit# 57

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0147

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470193
Unit # LKB-058 Legal Level# B Legal Unit# 58

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0148

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470194
Unit # LKB-059 Legal Level# B Legal Unit# 59

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0151

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470195
Unit # LKB-060 Legal Level# B Legal Unit# 60

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0152

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470196
Unit # LKB-061 Legal Level# B Legal Unit# 61

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0153

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470197
Unit # LKB-062 Legal Level# B Legal Unit# 62

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0154

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470198
Unit # LKB-063 Legal Level# B Legal Unit# 63

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0155

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470200
Unit # LKB-065 Legal Level# B Legal Unit# 65

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0156

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470201
Unit # LKB-066 Legal Level# B Legal Unit# 66

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0157

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470202
Unit # LKB-067 Legal Level# B Legal Unit# 67

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0161

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470203
Unit # LKB-068 Legal Level# B Legal Unit# 68

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0162

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470204
Unit # LKB-069 Legal Level# B Legal Unit# 69

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0163

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470205
Unit # LKB-070 Legal Level# B Legal Unit# 70

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0164

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470206
Unit # LKB-071 Legal Level# B Legal Unit# 71

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0165

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470214
Unit # LKB-079 Legal Level# B Legal Unit# 79

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0166

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470290
Unit # LKC-068 Legal Level# C Legal Unit# 68

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0169

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470380
Unit # LKD-071 Legal Level# D Legal Unit# 71

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0172

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470382
Unit # LKD-073 Legal Level# D Legal Unit# 73

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0243

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470421
Unit # LKE-026 Legal Level# E Legal Unit# 26

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0328

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470424
Unit # LKE-029 Legal Level# E Legal Unit# 29

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0336

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470426
Unit # LKE-031 Legal Level# E Legal Unit# 31

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0351

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470428
Unit # LKE-033 Legal Level# E Legal Unit# 33

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$12.83
Condominium CEF Fees Nov 2023	\$12.83
Condominium CEF Fees Dec 2023	\$12.83
Condominium CEF Fees Jan 2024	\$12.83
Condominium CEF Fees Feb 2024	\$12.83
Condominium CEF Fees Mar 2024	\$12.83
Condominium CEF Fees April 2024	\$12.83
Form 14 – Prelien notice	\$15.63
Lien Fees	\$565.00
Interest till April 18, 2024	\$62.46
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$732.90

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0136

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470735
Unit # PKB-001 Legal Level# B Legal Unit# 1

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0137

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470733
Unit # PKB-002 Legal Level# B Legal Unit# 2

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0138

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470730
Unit # PKB-003 Legal Level# B Legal Unit# 3

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0139

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470720
Unit # PKB-004 Legal Level# B Legal Unit# 4

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0140

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470719
Unit # PKB-005 Legal Level# B Legal Unit# 5

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0141

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470714
Unit # PKB-006 Legal Level# B Legal Unit# 6

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0143

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470710
Unit # PKB-008 Legal Level# B Legal Unit# 8

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0144

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470708
Unit # PKB-009 Legal Level# B Legal Unit# 9

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0145

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470704
Unit # PKB-010 Legal Level# B Legal Unit# 10

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

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WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0146

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470699
Unit # PKB-011 Legal Level# B Legal Unit# 11

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0147

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470694
Unit # PKB-012 Legal Level# B Legal Unit# 12

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0148

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470689
Unit # PKB-013 Legal Level# B Legal Unit# 13

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0151

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470687
Unit # PKB-016 Legal Level# B Legal Unit# 16

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0152

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470678
Unit # PKB-017 Legal Level# B Legal Unit# 17

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0153

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470676
Unit # PKB-018 Legal Level# B Legal Unit# 18

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0154

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470672
Unit # PKB-019 Legal Level# B Legal Unit# 19

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0155

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470668
Unit # PKB-020 Legal Level# B Legal Unit# 20

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0156

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470666
Unit # PKB-021 Legal Level# B Legal Unit# 21

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0157

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470664
Unit # PKB-022 Legal Level# B Legal Unit# 22

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0161

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470612
Unit # PKB-026 Legal Level# B Legal Unit# 26

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0162

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470608
Unit # PKB-027 Legal Level# B Legal Unit# 27

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0163

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470607
Unit # PKB-028 Legal Level# B Legal Unit# 28

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0164

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470604
Unit # PKB-029 Legal Level# B Legal Unit# 29

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0165

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470602
Unit # PKB-030 Legal Level# B Legal Unit# 30

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0166

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470598
Unit # PKB-031 Legal Level# B Legal Unit# 31

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0169

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470597
Unit # PKB-034 Legal Level# B Legal Unit# 34

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0172

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470592
Unit # PKB-037 Legal Level# B Legal Unit# 37

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0235

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470591
Unit # PKC-013 Legal Level# C Legal Unit# 13

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0243

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470588
Unit # PKC-021 Legal Level# C Legal Unit# 21

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0328

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470587
Unit # PKD-019 Legal Level# D Legal Unit# 19

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0351

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470582
Unit # PKD-042 Legal Level# D Legal Unit# 42

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0354

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470579
Unit # PKD-045 Legal Level# D Legal Unit# 45

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0339

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6470577
Unit # PKE-004 Legal Level# E Legal Unit# 4

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0400

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

For:

Condominium Lien# AT6471237
Unit # PKE-005 Legal Level# E Legal Unit# 5

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$61.16
Condominium CEF Fees Nov 2023	\$61.16
Condominium CEF Fees Dec 2023	\$61.16
Condominium CEF Fees Jan 2024	\$61.16
Condominium CEF Fees Feb 2024	\$61.16
Condominium CEF Fees Mar 2024	\$61.16
Condominium CEF Fees April 2024	\$61.16
Form 14 – Prelien notice	\$14.71
Lien Fees	\$565.00
Interest till April 18, 2024	\$87.66
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$1,095.49

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0136

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470182
Unit # 202 Legal Level# 2 Legal Unit# 2

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$483.26
Condominium CEF Fees Oct 2023	\$483.26
Condominium CEF Fees Nov 2023	\$483.26
Condominium CEF Fees Dec 2023	\$483.26
Condominium CEF Fees Jan 2024	\$483.26
Condominium CEF Fees Feb 2024	\$483.26
Condominium CEF Fees Mar 2024	\$483.26
Condominium CEF Fees April 2024	\$483.26
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$600.21
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,661.29

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0137

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470183
Unit # 205 Legal Level# 2 Legal Unit# 5

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$483.26
Condominium CEF Fees Oct 2023	\$483.26
Condominium CEF Fees Nov 2023	\$483.26
Condominium CEF Fees Dec 2023	\$483.26
Condominium CEF Fees Jan 2024	\$483.26
Condominium CEF Fees Feb 2024	\$483.26
Condominium CEF Fees Mar 2024	\$483.26
Condominium CEF Fees April 2024	\$483.26
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$600.21
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,661.29

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0138

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470184
Unit # 208 Legal Level# 2 Legal Unit# 8

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$706.39
Condominium CEF Fees Oct 2023	\$706.39
Condominium CEF Fees Nov 2023	\$706.39
Condominium CEF Fees Dec 2023	\$706.39
Condominium CEF Fees Jan 2024	\$706.39
Condominium CEF Fees Feb 2024	\$706.39
Condominium CEF Fees Mar 2024	\$706.39
Condominium CEF Fees April 2024	\$706.39
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$811.93
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$8,658.05

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0139

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470185
Unit # 211 Legal Level# 2 Legal Unit# 11

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$483.26
Condominium CEF Fees Oct 2023	\$483.26
Condominium CEF Fees Nov 2023	\$483.26
Condominium CEF Fees Dec 2023	\$483.26
Condominium CEF Fees Jan 2024	\$483.26
Condominium CEF Fees Feb 2024	\$483.26
Condominium CEF Fees Mar 2024	\$483.26
Condominium CEF Fees April 2024	\$483.26
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$600.21
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,661.29

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0141

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470187
Unit # 311 Legal Level# 3 Legal Unit# 11

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$486.26
Condominium CEF Fees Nov 2023	\$486.26
Condominium CEF Fees Dec 2023	\$486.26
Condominium CEF Fees Jan 2024	\$483.26
Condominium CEF Fees Feb 2024	\$483.26
Condominium CEF Fees Mar 2024	\$483.26
Condominium CEF Fees April 2024	\$483.26
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$473.80
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,072.62

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0143

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470189
Unit # 312 Legal Level# 3 Legal Unit# 12

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$479.91
Condominium CEF Fees Nov 2023	\$479.91
Condominium CEF Fees Dec 2023	\$479.91
Condominium CEF Fees Jan 2024	\$479.91
Condominium CEF Fees Feb 2024	\$479.91
Condominium CEF Fees Mar 2024	\$479.91
Condominium CEF Fees April 2024	\$479.91
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$471.63
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,026.00

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0144

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470190
Unit # 604 Legal Level# 6 Legal Unit# 4

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$1086.24
Condominium CEF Fees Nov 2023	\$1086.24
Condominium CEF Fees Dec 2023	\$1086.24
Condominium CEF Fees Jan 2024	\$1086.24
Condominium CEF Fees Feb 2024	\$1086.24
Condominium CEF Fees Mar 2024	\$1086.24
Condominium CEF Fees April 2024	\$1086.24
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$789.04
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$10,587.72

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0145

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470191
Unit # 614 Legal Level# 6 Legal Unit# 14

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$868.82
Condominium CEF Fees Nov 2023	\$868.82
Condominium CEF Fees Dec 2023	\$868.82
Condominium CEF Fees Jan 2024	\$868.82
Condominium CEF Fees Feb 2024	\$868.82
Condominium CEF Fees Mar 2024	\$868.82
Condominium CEF Fees April 2024	\$868.82
Form 14 – Prelien notice	
Lien Fee December 1, 2023	\$500.00
Interest till April 18, 2024	\$1,695.00
	\$675.22
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	
	\$8,951.96

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0146

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470192
Unit # 704 Legal Level# 7 Legal Unit# 4

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$1086.24
Condominium CEF Fees Nov 2023	\$1086.24
Condominium CEF Fees Dec 2023	\$1086.24
Condominium CEF Fees Jan 2024	\$1086.24
Condominium CEF Fees Feb 2024	\$1086.24
Condominium CEF Fees Mar 2024	\$1086.24
Condominium CEF Fees April 2024	\$1086.24
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$789.04
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$10,587.72

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0147

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470193
Unit # 710 Legal Level# 7 Legal Unit# 10

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$495.55
Condominium CEF Fees Nov 2023	\$495.55
Condominium CEF Fees Dec 2023	\$495.55
Condominium CEF Fees Jan 2024	\$495.55
Condominium CEF Fees Feb 2024	\$495.55
Condominium CEF Fees Mar 2024	\$495.55
Condominium CEF Fees April 2024	\$495.55
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$479.82
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,143.67

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0148

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470194
Unit # 713 Legal Level# 7 Legal Unit# 13

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$559.50
Condominium CEF Fees Nov 2023	\$559.50
Condominium CEF Fees Dec 2023	\$559.50
Condominium CEF Fees Jan 2024	\$559.50
Condominium CEF Fees Feb 2024	\$559.50
Condominium CEF Fees Mar 2024	\$559.50
Condominium CEF Fees April 2024	\$559.50
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$434.74
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,546.24

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0151

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470195
Unit # 714 Legal Level# 7 Legal Unit# 14

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$868.82
Condominium CEF Fees Nov 2023	\$868.82
Condominium CEF Fees Dec 2023	\$868.82
Condominium CEF Fees Jan 2024	\$868.82
Condominium CEF Fees Feb 2024	\$868.82
Condominium CEF Fees Mar 2024	\$868.82
Condominium CEF Fees April 2024	\$868.82
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$675.22
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$8,951.96

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0152

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470196
Unit # 803 Legal Level# 8 Legal Unit# 3

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$1028.79
Condominium CEF Fees Nov 2023	\$1028.79
Condominium CEF Fees Dec 2023	\$1028.79
Condominium CEF Fees Jan 2024	\$1028.79
Condominium CEF Fees Feb 2024	\$1028.79
Condominium CEF Fees Mar 2024	\$1028.79
Condominium CEF Fees April 2024	\$1028.79
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$758.97
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$10,155.50

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0153

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470197
Unit # 811 Legal Level# 8 Legal Unit# 11

DESCRIPTION	AMOUNT
Condominium CEF Fees Oct 2023	\$520.94
Condominium CEF Fees Nov 2023	\$520.94
Condominium CEF Fees Dec 2023	\$520.94
Condominium CEF Fees Jan 2024	\$520.94
Condominium CEF Fees Feb 2024	\$520.94
Condominium CEF Fees Mar 2024	\$520.94
Condominium CEF Fees April 2024	\$520.94
Form 14 – Prelien notice	\$500.00
Lien Fee December 1, 2023	\$1,695.00
Interest till April 18, 2024	\$493.11
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$6,334.69

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0154

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470198
Unit # 903 Legal Level# 9 Legal Unit# 3

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$1028.79
Condominium CEF Fees Oct 2023	\$1028.79
Condominium CEF Fees Nov 2023	\$1028.79
Condominium CEF Fees Dec 2023	\$1028.79
Condominium CEF Fees Jan 2024	\$1028.79
Condominium CEF Fees Feb 2024	\$1028.79
Condominium CEF Fees Mar 2024	\$1028.79
Condominium CEF Fees April 2024	\$1028.79
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$974.42
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$11,399.74

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0155

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470200
Unit # 1002 Legal Level# 10 Legal Unit# 2

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$901.68
Condominium CEF Fees Oct 2023	\$901.68
Condominium CEF Fees Nov 2023	\$901.68
Condominium CEF Fees Dec 2023	\$901.68
Condominium CEF Fees Jan 2024	\$901.68
Condominium CEF Fees Feb 2024	\$901.68
Condominium CEF Fees Mar 2024	\$901.68
Condominium CEF Fees April 2024	\$901.68
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$887.23
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$10,295.67

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0156

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470201
Unit # 1003 Legal Level# 10 Legal Unit# 3

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$1028.79
Condominium CEF Fees Oct 2023	\$1028.79
Condominium CEF Fees Nov 2023	\$1028.79
Condominium CEF Fees Dec 2023	\$1028.79
Condominium CEF Fees Jan 2024	\$1028.79
Condominium CEF Fees Feb 2024	\$1028.79
Condominium CEF Fees Mar 2024	\$1028.79
Condominium CEF Fees April 2024	\$1028.79
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$974.42
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$11,399.74

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0157

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470202
Unit # 1004 Legal Level# 10 Legal Unit# 4

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$845.90
Condominium CEF Fees Oct 2023	\$845.90
Condominium CEF Fees Nov 2023	\$845.90
Condominium CEF Fees Dec 2023	\$845.90
Condominium CEF Fees Jan 2024	\$845.90
Condominium CEF Fees Feb 2024	\$845.90
Condominium CEF Fees Mar 2024	\$845.90
Condominium CEF Fees April 2024	\$845.90
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$848.96
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$9,811.16

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0161

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470203
Unit # 1005 Legal Level# 10 Legal Unit# 5

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$815.50
Condominium CEF Fees Oct 2023	\$815.50
Condominium CEF Fees Nov 2023	\$815.50
Condominium CEF Fees Dec 2023	\$815.50
Condominium CEF Fees Jan 2024	\$815.50
Condominium CEF Fees Feb 2024	\$815.50
Condominium CEF Fees Mar 2024	\$815.50
Condominium CEF Fees April 2024	\$815.50
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$806.20
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$9,525.20

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Lien Statement

T.S.C.C. 2983

C/O Duka Property Management Inc.
6205A Airport Road, Suite 301
Mississauga, Ontario L4V 1E1



STATEMENT: 76983-0162

DATE: 2024/04/18

TO:

Joseph Fried
Folger Rubinoff
c/o Vandyk-Backyard Queensview Limited

FOR:

Condominium Lien# AT6470204
Unit # 1012 Legal Level# 10 Legal Unit# 12

DESCRIPTION	AMOUNT
Condominium CEF Fees Sept 2023	\$679.33
Condominium CEF Fees Oct 2023	\$679.33
Condominium CEF Fees Nov 2023	\$679.33
Condominium CEF Fees Dec 2023	\$679.33
Condominium CEF Fees Jan 2024	\$679.33
Condominium CEF Fees Feb 2024	\$679.33
Condominium CEF Fees Mar 2024	\$679.33
Condominium CEF Fees April 2024	\$679.33
Form 14 – Prelien notice	\$500.00
Lien Fee November 30, 2023	\$1,695.00
Interest till April 18, 2024	\$734.70
Upon payment ND Energy will disburse the appropriate funds to TSCC 2983	
TOTAL DUE	\$8,364.34

Cheques payable to ND Energy Inc. 6205A Airport Road, Suite 301, Mississauga, Ontario L4V 1E1

WE APPRECIATE YOUR PROMPT ATTENTION THIS MATTER!

Appendix H

TDB Restructuring Limited
Court Appointed Receiver of the Unsold Units
VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED
Interim Statement of Receipts and Disbursements
For the period February 6, 2024 to April 15, 2024

Receipts		
Net Proceeds of Sale - Unit 302	\$	492,840
Loan from LIT		473
Total receipts	\$	<u>493,312</u>
Disbursements		
Miscellaneous		400
Tarion Enrollment Fee		85
HST Paid		42
Total disbursements	\$	<u>527</u>
Excess of Receipts over Disbursements	\$	<u><u>492,785</u></u>

E & OE

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

SECOND REPORT OF THE RECEIVER

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: (416) 304-1616

D.J. Miller (LSO# 34393P)
Email: djmiller@tgf.ca

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca

Rudrakshi Chakrabarti (LSO# 86868U)
Email: rchakrabarti@tgf.ca

Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

TAB 3

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

THE HONOURABLE) TUESDAY, THE 30TH
)
JUSTICE CAVANAGH) DAY OF APRIL, 2024

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the unsold condominium units, parking units, and storage lockers (the “**Unsold Units**”) legally described in the Order appointing the Receiver granted by this Court on February 6, 2024 constituting property of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (together, the “**Debtors**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between Shishir Handa (the “**Purchaser**”) and the Receiver dated February 20, 2024 a copy of which is appended to the Second Report of the Receiver dated April 22, 2024 (the “**Second Report**”) as Appendix “C”, and vesting in the Purchaser the Receiver’s right, title and interest in and to the property described in the Sale Agreement (the “**Purchased Assets**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and such other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the Affidavit of Service of ► sworn ►, filed:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.

APPROVAL AND VESTING

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

4. **THIS COURT ORDERS** that, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Receiver's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated February 6, 2024; (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 encumbrances listed on **Schedule “D”** hereto) 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.

5. **THIS COURT ORDERS** that, upon the registration in the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject property identified in **Schedule “B”** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

6. **THIS COURT ORDERS** that the Receiver pay to Toronto Standard Condominium Corporation No. 2983 (the “**Condo Corp**”) from the sale proceeds of the Transaction any amounts owing in respect of the notices and other instruments registered by the Condo Corp against title to the Unsold Units.

7. **THIS COURT ORDERS AND DIRECTS** that the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) shall delete and expunge Instrument No. AT6510972, being an Application to Register Court Order registered on February 8, 2024, in favour of RSM Canada Limited (now known as TDB Restructuring Limited), from title to the Real Property identified on **Schedule “B”** hereto.

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

9. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, as soon as practicable after delivery thereof.

10. **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 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

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 Debtors and shall not be void or voidable by creditors of the Debtors, 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.

GENERAL

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

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-24-00713783-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to the Order of Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 6, 2024 (the “**Appointment Order**”), RSM Canada Limited (now known as TDB Restructuring Limited) was appointed as the receiver (the “**Receiver**”) of the Unsold Units, including all proceeds thereof (the “**Property**”) of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (together, the “**Debtors**”) located at 25 Neighbourhood Lane, Toronto, Ontario.

B. Pursuant to an Approval and Vesting Order of the Court dated April 30, 2024, the Court approved the agreement of purchase and sale made as of February 20, 2024 between the Receiver and Shishir Handa (the “**Purchaser**”) (the “**Sale Agreement**”) and provided for the vesting in the Purchaser of the Receiver’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order of the Court dated April 30, 2024, and the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

TDB Restructuring Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

Schedule "B" – Purchased Assets

UNIT 311

PIN 76983 – 0035 (LT)

Description: UNIT 11, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PIN 76983 – 0328 (LT)

Description: UNIT 19, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PIN 76983 – 0380 (LT)

Description: UNIT 71, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

Municipally known as Unit 311, 25 Neighbourhood Lane, Toronto, and all other property governed by the Sale Agreement and all amendments thereto.

Schedule “C” – Claims to be Deleted and Expunged from Title to the Real Property

	Registration Number	Date	Instrument Type	Amount	Parties To
1.	AT5030525	2018/12/12	Charge	\$18,750,000	Trisura Guarantee Insurance Co.
2.	AT5175582 Remarks: AT5030525	2019/07/02	Notice		Trisura Guarantee Insurance Co.
3.	AT6405972	2023/08/24	Charge	\$12,700,000	Peoples Trust Company
4.	AT6405973 Remarks: AT6405972	2023/08/24	No Assgn Rent Gen		Peoples Trust Company
5.	AT6406080	2023/08/24	Postponement		Peoples Trust Company
6.	AT6407058	2023/08/25	Construction Lien	\$384,182	
7.	AT6407909	2023/08/28	Construction Lien	\$1,845,369	
8.	AT6436267	2023/10/06	Construction Lien	\$213,401	
9.	AT6439785 Remarks: AT6407058	2023/10/12	Certificate		
10.	AT6445432 Remarks: AT6407909	2023/10/23	Certificate		Vandyk- Backyard Queensview Limited Peoples Trust Company Trisura Guarantee Insurance Company
11.	AT6450100	2023/10/30	Construction Lien	\$1,142,744	
12.	AT6452324	2023/11/01	Construction Lien	\$702,998	

13.	AT6457807	2023/11/10	Construction Lien	\$16,952	
14.	AT6458231	2023/11/10	Construction Lien	\$2,282,408	
15.	AT6458352	2023/11/10	Construction Lien	\$658,839	
16.	AT6459779	2023/11/15	Construction Lien	\$127,350	
17.	AT6460827	2023/11/15	Construction Lien	\$122,337	
18.	AT6460839	2023/11/15	Certificate		
	Remarks: AT6457807				
19.	AT6464044	2023/11/22	Construction Lien	\$1,130	
20.	AT6469954	2023/11/30	Certificate		
	Remarks: AT6458231		Certificate of Action		
21.	AT6469955	2023/11/30	Certificate		
	Remarks: AT6458352		Certificate of Action		
22.	AT6471093	2023/12/01	Condo Lien/98	\$3,295	
23.	AT6470587	2023/12/01	Condo Lien/98	\$417	
24.	AT6472516	2023/12/04	Construction Lien	\$462,217	
25.	AT6480459	2023/12/14	Certificate		
	Remarks: AT6459779				
26.	AT6481040	2023/12/15	Certificate		
	Remarks: AT6452324				
27.	AT6481578	2023/12/15	Construction Lien	\$323,750	
28.	AT6495103	2024/01/12	Certificate		
	Remarks: AT6481578				
29.	AT6496982	2024/01/16	Certificate		

	Remarks: AT6450100				
30.	AT6508018 Remarks: AT6472516	2024/02/02	Certificate		
31.	AT6510972 Remarks: Appointing RSM Canada Limited as Receiver	2024/02/08	Apl Court Order		RSM Canada Limited
32.	AT6513372 Remarks: AT6460827	2024/02/13	Certificate		
Writs of Execution					
33.	24-0000442 Creditor: TA Appliance Inc.	2024/01/26	Toronto	\$499,709.91 @ 7% interest starting 2024/01/19 \$4,876.56 @ 7% interest starting 2021/01/19	

**Schedule “D” – Permitted Encumbrances Related to the Real Property
(unaffected by the Vesting Order)**

	REG. NUM.	Date	Instrument Type	Parties From	Parties To	Cert / CHKD
1.	EB160013	1955/10/24	Agreement		The Corporation of the Township of Etobicoke	C
2.	EB163037	1956/01/03	Certificate			C
3.	EB177163	1956/11/19	Agreement		The Corporation of the Township of Etobicoke	C
4.	EB181933	1957/04/04	Agreement		The Corporation of the Township of Etobicoke	C
5.	EB186721	1957/07/29	Bylaw			C
6.	EB188451	1957/09/06	Agreement		Township of Etobicoke	C
7.	AT5347788	2020/01/22	Notice		City of Toronto	C
8.	AT5367386	2020/02/19	Transfer of Easement	Vandyk-Backyard Queensview Limited	Rogers Communications Inc.	C
9.	AT5531340	2020/09/29	Notice	Vandyk Backyard Humberside Limited Vandyk Backyard Queensview Limited Vandyk-Backyard Kingsmill Limited	Rogers Communications	C
10.	AT5713886	2021/04/23	Certificate	Her Majesty the Queen in right		C

				of Ontario as represented by The Minister of Environment, Conservation and Parks		
11.	TCP2983	2023/07/07	Standard Condo Plan			C
12.	AT6370359	2023/07/07	Condo Declaration	Vandyk Backyard Queensview Limited –		C
13.	AT6373564	2023/07/12	Condo Bylaw No. 1 –	Toronto Standard Condominium Corporation No. 2983		C
14.	AT6373568	2023/07/12	Condo Bylaw No. 2 –	Toronto Standard Condominium Corporation No. 2983		C
15.	AT6373569	2023/07/12	Condo Bylaw No. 3 –	Toronto Standard Condominium Corporation No. 2983		C
16.	AT6373573	2023/07/12	Condo Bylaw No. 4 –	Toronto Standard Condominium Corporation No. 2983		C
17.	AT6373575	2023/07/12	Condo Bylaw No. 5 –	Toronto Standard Condominium Corporation No. 2983		C

18.	AT6373578	2023/07/12	Condo Bylaw No. 6	–	Toronto Standard Condominium Corporation No. 2983		C
19.	AT6373584	2023/07/12	Notice		Vandyk Backyard Queensview Limited	– Toronto Standard Condominium Corporation No. 2983	C
20.	AT6373595	2023/07/12	Notice		Vandyk Backyard Queensview Limited	– Toronto Standard Condominium Corporation No. 2983	C
21.	AT6373604	2023/07/12	Notice		Vandyk-Backyard Queensview Limited	Toronto Standard Condominium Corporation No. 2983	C

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Approval and Vesting Order)**

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: (416) 304-1616

D.J. Miller (LSO# 34393P)
Email: djmiller@tgf.ca

Puya Fesharaki (LSO# 70588L)
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Rudrakshi Chakrabarti (LSO# 86868U)
Email: rchakrabarti@tgf.ca

Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

TAB 4

Revised: January 21, 2014

Court File No. — CV-24-00713783-00CL

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

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended

THE HONOURABLE)	WEEKDAY <u>TUESDAY</u> , THE #
JUSTICE)	DAY OF MONTH, 20YR <u>30TH</u>
)	
<u>JUSTICE CAVANAGH</u>)	<u>DAY OF APRIL, 2024</u>

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

~~DEFENDANT~~

~~Defendant~~

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ TDB Restructuring Limited in its capacity as the Court-appointed receiver (the "Receiver") of the ~~undertaking~~, unsold

condominium units, parking units, and storage lockers (the “**Unsold Units**”) legally described in the Order appointing the Receiver granted by this Court on February 6, 2024 constituting property ~~and assets~~ of ~~[DEBTOR]~~ (Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited (together, the “**Debtor**”/“**Debtors**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between ~~the Receiver and [NAME OF PURCHASER]~~ Shishir Handa (the “**Purchaser**”) and the Receiver dated ~~[DATE]~~ and February 20, 2024 a copy of which is appended to the Second Report of the Receiver dated ~~[DATE]~~ April 22, 2024 (the “**Second Report**”) as Appendix “C”, and vesting in the Purchaser the ~~Debtor~~ Receiver’s right, title and interest in and to the ~~assets~~ property described in the Sale Agreement (the “**Purchased Assets**”), was heard this day ~~at 330 University Avenue,~~ by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and such other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the ~~affidavit~~ Affidavit of ~~[NAME]~~ Service of ► sworn ~~[DATE]~~ ►, filed¹:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service and filing of the Notice of Motion and Motion Record herein is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.

APPROVAL AND VESTING

3. ~~1.—THIS COURT ORDERS—AND—DECLARES~~ that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ 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.

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

4. ~~2. THIS COURT ORDERS AND DECLARES~~ that, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "Receiver's Certificate"), all of the ~~Debtor~~Receiver'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, 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 Honourable Justice ~~[NAME]~~Cavanagh dated ~~[DATE]~~February 6, 2024; (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"** hereto) and, for greater certainty, this Court orders that all of the Encumbrances

~~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.~~

~~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.~~

affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. ~~3. THIS COURT ORDERS~~ 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} Metro Toronto (No. 80) 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 identified in **Schedule “B”** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

6. THIS COURT ORDERS that the Receiver pay to Toronto Standard Condominium Corporation No. 2983 (the “**Condo Corp**”) from the sale proceeds of the Transaction any amounts owing in respect of the notices and other instruments registered by the Condo Corp against title to the Unsold Units.

7. THIS COURT ORDERS AND DIRECTS that the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) shall delete and expunge Instrument No. AT6510972, being an Application to Register Court Order registered on February 8, 2024, in favour of RSM Canada Limited (now known as TDB Restructuring Limited), from title to the Real Property identified on **Schedule “B”** hereto.

8. ~~4. THIS COURT ORDERS~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the ~~net proceeds~~⁷ Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with

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".

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.

9. ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, ~~forthwith~~ as soon as practicable 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.~~

10. ~~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~~ Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~ Debtors;

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~~ Debtors and shall not be void or voidable by creditors of the ~~Debtor~~ Debtors, 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

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.~~

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

GENERAL

11. ~~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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

Schedule “A—” – Form of Receiver’s Certificate

Court File No. CV-24-00713783-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended

B E T W E E N:

PLAINTIFF

Plaintiff

PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.

Applicants

- and -

DEFENDANT

Defendant

VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to ~~an~~the Order of ~~the~~ Honourable ~~[NAME OF JUDGE]~~Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~February 6, 2024 (the “Appointment Order”), RSM Canada Limited (now known as TDB Restructuring Limited) was appointed as the receiver (the “Receiver”) of the ~~undertaking, property and assets of [DEBTOR] (the “Debtor”)~~Unsold Units, including all proceeds thereof (the “Property”) of Vandyk-Backyard Queensview Limited

and Vandyk-Backyard Humberside Limited (together, the “Debtors”) located at 25 Neighbourhood Lane, Toronto, Ontario.

B. Pursuant to an Approval and Vesting Order of the Court dated ~~[DATE]~~ April 30, 2024, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ (the “Sale Agreement”) February 20, 2024 between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ Shishir Handa (the ~~“Purchaser”~~) (the “Sale Agreement”) and provided for the vesting in the Purchaser of the ~~Debtor~~ Receiver’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as set out in section 6 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order of the Court dated April 30, 2024, and the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid, and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section 6 of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER],~~ TDB Restructuring Limited, solely in its capacity as Receiver of the ~~undertaking, property and assets of~~ [DEBTOR] Property, and not in its personal capacity

Per: _____

Name:

Title:

Schedule “B—” – Purchased Assets

UNIT 311

PIN 76983 – 0035 (LT)

Description: UNIT 11, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PIN 76983 – 0328 (LT)

Description: UNIT 19, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PIN 76983 – 0380 (LT)

Description: UNIT 71, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2983 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

Municipally known as Unit 311, 25 Neighbourhood Lane, Toronto, and all other property governed by the Sale Agreement and all amendments thereto.

Schedule "C" – Claims to be ~~deleted~~ Deleted and ~~expunged~~ Expunged from ~~title~~ Title to the Real Property

	<u>Registration Number</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties To</u>
<u>1.</u>	<u>AT5030525</u>	<u>2018/12/12</u>	<u>Charge</u>	<u>\$18,750,000</u>	<u>Trisura Guarantee Insurance Co.</u>
<u>2.</u>	<u>AT5175582</u> <u>Remarks:</u> <u>AT5030525</u>	<u>2019/07/02</u>	<u>Notice</u>		<u>Trisura Guarantee Insurance Co.</u>
<u>3.</u>	<u>AT6405972</u>	<u>2023/08/24</u>	<u>Charge</u>	<u>\$12,700,000</u>	<u>Peoples Trust Company</u>
<u>4.</u>	<u>AT6405973</u> <u>Remarks:</u> <u>AT6405972</u>	<u>2023/08/24</u>	<u>No Assgn Rent Gen</u>		<u>Peoples Trust Company</u>
<u>5.</u>	<u>AT6406080</u>	<u>2023/08/24</u>	<u>Postponement</u>		<u>Peoples Trust Company</u>
<u>6.</u>	<u>AT6407058</u>	<u>2023/08/25</u>	<u>Construction Lien</u>	<u>\$384,182</u>	
<u>7.</u>	<u>AT6407909</u>	<u>2023/08/28</u>	<u>Construction Lien</u>	<u>\$1,845,369</u>	
<u>8.</u>	<u>AT6436267</u>	<u>2023/10/06</u>	<u>Construction Lien</u>	<u>\$213,401</u>	
<u>9.</u>	<u>AT6439785</u> <u>Remarks:</u> <u>AT6407058</u>	<u>2023/10/12</u>	<u>Certificate</u>		
<u>10.</u>	<u>AT6445432</u> <u>Remarks:</u> <u>AT6407909</u>	<u>2023/10/23</u>	<u>Certificate</u>		<u>Vandyk-Backyard Queensview Limited</u> <u>Peoples Trust Company</u> <u>Trisura Guarantee Insurance Company</u>
<u>11.</u>	<u>AT6450100</u>	<u>2023/10/30</u>	<u>Construction Lien</u>	<u>\$1,142,744</u>	

<u>12.</u>	<u>AT6452324</u>	<u>2023/11/01</u>	<u>Construction Lien</u>	<u>\$702,998</u>	
<u>13.</u>	<u>AT6457807</u>	<u>2023/11/10</u>	<u>Construction Lien</u>	<u>\$16,952</u>	
<u>14.</u>	<u>AT6458231</u>	<u>2023/11/10</u>	<u>Construction Lien</u>	<u>\$2,282,408</u>	
<u>15.</u>	<u>AT6458352</u>	<u>2023/11/10</u>	<u>Construction Lien</u>	<u>\$658,839</u>	
<u>16.</u>	<u>AT6459779</u>	<u>2023/11/15</u>	<u>Construction Lien</u>	<u>\$127,350</u>	
<u>17.</u>	<u>AT6460827</u>	<u>2023/11/15</u>	<u>Construction Lien</u>	<u>\$122,337</u>	
<u>18.</u>	<u>AT6460839</u> <u>Remarks:</u> <u>AT6457807</u>	<u>2023/11/15</u>	<u>Certificate</u>		
<u>19.</u>	<u>AT6464044</u>	<u>2023/11/22</u>	<u>Construction Lien</u>	<u>\$1,130</u>	
<u>20.</u>	<u>AT6469954</u> <u>Remarks:</u> <u>AT6458231</u>	<u>2023/11/30</u>	<u>Certificate</u> <u>Certificate of Action</u>		
<u>21.</u>	<u>AT6469955</u> <u>Remarks:</u> <u>AT6458352</u>	<u>2023/11/30</u>	<u>Certificate</u> <u>Certificate of Action</u>		
<u>22.</u>	<u>AT6471093</u>	<u>2023/12/01</u>	<u>Condo Lien/98</u>	<u>\$3,295</u>	
<u>23.</u>	<u>AT6470587</u>	<u>2023/12/01</u>	<u>Condo Lien/98</u>	<u>\$417</u>	
<u>24.</u>	<u>AT6472516</u>	<u>2023/12/04</u>	<u>Construction Lien</u>	<u>\$462,217</u>	
<u>25.</u>	<u>AT6480459</u> <u>Remarks:</u> <u>AT6459779</u>	<u>2023/12/14</u>	<u>Certificate</u>		
<u>26.</u>	<u>AT6481040</u> <u>Remarks:</u> <u>AT6452324</u>	<u>2023/12/15</u>	<u>Certificate</u>		
<u>27.</u>	<u>AT6481578</u>	<u>2023/12/15</u>	<u>Construction Lien</u>	<u>\$323,750</u>	
<u>28.</u>	<u>AT6495103</u> <u>Remarks:</u> <u>AT6481578</u>	<u>2024/01/12</u>	<u>Certificate</u>		

<u>29.</u>	<u>AT6496982</u> <u>Remarks:</u> <u>AT6450100</u>	<u>2024/01/16</u>	<u>Certificate</u>		
<u>30.</u>	<u>AT6508018</u> <u>Remarks:</u> <u>AT6472516</u>	<u>2024/02/02</u>	<u>Certificate</u>		
<u>31.</u>	<u>AT6510972</u> <u>Remarks:</u> <u>Appointing</u> <u>RSM Canada</u> <u>Limited as</u> <u>Receiver</u>	<u>2024/02/08</u>	<u>Apl Court</u> <u>Order</u>		<u>RSM Canada</u> <u>Limited</u>
<u>32.</u>	<u>AT6513372</u> <u>Remarks:</u> <u>AT6460827</u>	<u>2024/02/13</u>	<u>Certificate</u>		
<u>Writs of Execution</u>					
<u>33.</u>	<u>24-0000442</u> <u>Creditor: TA</u> <u>Appliance Inc.</u>	<u>2024/01/26</u>	<u>Toronto</u>	<u>\$499,709.91 @</u> <u>7% interest</u> <u>starting</u> <u>2024/01/19</u> <u>\$4,876.56 @</u> <u>7% interest</u> <u>starting</u> <u>2021/01/19</u>	

Schedule "D" – Permitted Encumbrances, ~~Easements and Restrictive Covenants~~
~~related~~ Related to the Real Property
(unaffected by the Vesting Order)

<u>REG. NUM.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Parties From</u>	<u>Parties To</u>	<u>Cert / CHKD</u>	
<u>1.</u>	<u>EB160013</u>	<u>1955/10/24</u>	<u>Agreement</u>		<u>The Corporation of the Township of Etobicoke</u>	<u>C</u>
<u>2.</u>	<u>EB163037</u>	<u>1956/01/03</u>	<u>Certificate</u>			<u>C</u>
<u>3.</u>	<u>EB177163</u>	<u>1956/11/19</u>	<u>Agreement</u>		<u>The Corporation of the Township of Etobicoke</u>	<u>C</u>
<u>4.</u>	<u>EB181933</u>	<u>1957/04/04</u>	<u>Agreement</u>		<u>The Corporation of the Township of Etobicoke</u>	<u>C</u>
<u>5.</u>	<u>EB186721</u>	<u>1957/07/29</u>	<u>Bylaw</u>			<u>C</u>
<u>6.</u>	<u>EB188451</u>	<u>1957/09/06</u>	<u>Agreement</u>		<u>Township of Etobicoke</u>	<u>C</u>
<u>7.</u>	<u>AT5347788</u>	<u>2020/01/22</u>	<u>Notice</u>		<u>City of Toronto</u>	<u>C</u>
<u>8.</u>	<u>AT5367386</u>	<u>2020/02/19</u>	<u>Transfer of Easement</u>	<u>Vandyk-Backya rd Queensview Limited</u>	<u>Rogers Communications Inc.</u>	<u>C</u>
<u>9.</u>	<u>AT5531340</u>	<u>2020/09/29</u>	<u>Notice</u>	<u>Vandyk – Backyard Humber side Limited Vandyk – Backyard Queensview Limited Vandyk-Backya rd Kingsmill</u>	<u>Rogers Communications</u>	<u>C</u>

				<u>Limited</u>		
<u>10.</u>	<u>AT5713886</u>	<u>2021/04/23</u>	<u>Certificate</u>	<u>Her Majesty the Queen in right of Ontario as represented by The Minister of Environment, Conservation and Parks</u>		<u>C</u>
<u>11.</u>	<u>TCP2983</u>	<u>2023/07/07</u>	<u>Standard Condo Plan</u>			<u>C</u>
<u>12.</u>	<u>AT6370359</u>	<u>2023/07/07</u>	<u>Condo Declaration</u>	<u>Vandyk – Backyard Queensview Limited</u>		<u>C</u>
<u>13.</u>	<u>AT6373564</u>	<u>2023/07/12</u>	<u>Condo Bylaw – No. 1</u>	<u>Toronto Standard Condominium Corporation No. 2983</u>		<u>C</u>
<u>14.</u>	<u>AT6373568</u>	<u>2023/07/12</u>	<u>Condo Bylaw – No. 2</u>	<u>Toronto Standard Condominium Corporation No. 2983</u>		<u>C</u>
<u>15.</u>	<u>AT6373569</u>	<u>2023/07/12</u>	<u>Condo Bylaw – No. 3</u>	<u>Toronto Standard Condominium Corporation No. 2983</u>		<u>C</u>
<u>16.</u>	<u>AT6373573</u>	<u>2023/07/12</u>	<u>Condo Bylaw – No. 4</u>	<u>Toronto Standard Condominium Corporation No. 2983</u>		<u>C</u>
<u>17.</u>	<u>AT6373575</u>	<u>2023/07/12</u>	<u>Condo Bylaw – No. 5</u>	<u>Toronto Standard Condominium Corporation No.</u>		<u>C</u>

				<u>2983</u>		
<u>18.</u>	<u>AT6373578</u>	<u>2023/07/12</u>	<u>Condo</u> <u>Bylaw</u> – <u>No. 6</u>	<u>Toronto</u> <u>Standard</u> <u>Condominium</u> <u>Corporation No.</u> <u>2983</u>		<u>C</u>
<u>19.</u>	<u>AT6373584</u>	<u>2023/07/12</u>	<u>Notice</u>	<u>Vandyk</u> – <u>Backyard</u> <u>Queensview</u> <u>Limited</u>	<u>Toronto</u> <u>Standard</u> <u>Condominium</u> <u>Corporation No.</u> <u>2983</u>	<u>C</u>
<u>20.</u>	<u>AT6373595</u>	<u>2023/07/12</u>	<u>Notice</u>	<u>Vandyk</u> – <u>Backyard</u> <u>Queensview</u> <u>Limited</u>	<u>Toronto</u> <u>Standard</u> <u>Condominium</u> <u>Corporation No.</u> <u>2983</u>	<u>C</u>
<u>21.</u>	<u>AT6373604</u>	<u>2023/07/12</u>	<u>Notice</u>	<u>Vandyk-Backya</u> <u>rd Queensview</u> <u>Limited</u>	<u>Toronto</u> <u>Standard</u> <u>Condominium</u> <u>Corporation No.</u> <u>2983</u>	<u>C</u>

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Approval and Vesting Order)**

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
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Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

Document comparison by Workshare Compare on Monday, April 22, 2024 4:19:41 PM

Input:	
Document 1 ID	file:///C:/Users/rushic/Desktop/Model Vesting Order.doc
Description	Model Vesting Order
Document 2 ID	file:///C:/Users/rushic/Desktop/Approval and Vesting Order - Unit 311.docx
Description	Approval and Vesting Order - Unit 311
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	510
Deletions	147
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	657

TAB 5

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

THE HONOURABLE) TUESDAY, THE 30TH
)
JUSTICE CAVANAGH) DAY OF APRIL, 2024

B E T W E E N:

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

- and -

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

**Order
(Ancillary Relief)**

THIS MOTION, made by TDB Restructuring Limited in its capacity as Court-appointed receiver (the “**Receiver**”) of the unsold condominium units, parking units, and storage lockers (the “**Unsold Units**”) legally described in the Order appointing the Receiver granted by this Court on February 6, 2024, including all proceeds thereof of Vandyk-Backyard Queensview Limited and Vandyk-Backyard Humberside Limited, for an order among other things: (i) approving the Second Report of the Receiver dated April 22, 2024 (the “**Second Report**”), and the Receiver’s activities set out therein; (ii) approving the Receiver’s interim statement of receipts and disbursements; (iii) releasing the \$4,000 in net sale proceeds previously set aside by the Receiver pending determination of a certain priority dispute with TA Appliances Inc.; and (iv) authorizing the Receiver to lease certain of the vacant Unsold Units, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Second Report and the Appendices thereto, and on hearing the submissions of counsel for the Receiver and such other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the Affidavit of Service of ► sworn ► , filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record herein is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.

APPROVAL OF SECOND REPORT AND RECEIVER'S ACTIVITIES

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

APPROVAL OF INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

4. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements for the period February 6, 2024, to April 15, 2024, as set out in the Second Report and attached as Appendix "H" to the Second Report, is hereby approved.

TA APPLIANCES INC.

5. **THIS COURT ORDERS** that the Receiver shall no longer be required to set aside \$4,000 in accordance with paragraph 7 of the Ancillary Order granted by the Court on March 6, 2024, as that dispute has been resolved. The funds shall be addressed in the same manner as all net proceeds of sale of the Unsold Units in accordance with the Orders issued in this proceeding.

LEASING OF THE UNSOLD UNITS

6. **THIS COURT ORDERS** that the Receiver is permitted to lease certain of the vacant Unsold Units to residential tenants on an interim basis, for such durations and on such terms as the Receiver determines in its sole discretion.

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Ancillary Relief)**

THORNTON GROUT FINNIGAN LLP
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Lawyers for the Court-appointed Receiver, TDB
Restructuring Limited

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**PEOPLES TRUST COMPANY and
FIRM CAPITAL MORTGAGE FUND INC.**

Applicants

**VANDYK-BACKYARD QUEENSVIEW LIMITED and
VANDYK-BACKYARD HUMBERSIDE LIMITED**

Respondents

Court File No. CV-24-00713783-00CL

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

Proceedings commenced at Toronto, Ontario

**MOTION RECORD
(Returnable April 30, 2024 at 10:00 a.m.)**

Thornton Grout Finnigan LLP
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