

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

THE HONOURABLE
JUSTICE CONWAY

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)

MONDAY, THE 10th
DAY OF MAY, 2021

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by RSM Canada Limited, in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Fernwood Developments (Ontario) Corporation (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2815864 Ontario Inc. (the "Purchaser") and appended to the third Report of the Receiver dated April 30, 2021 (the "Third Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day by videoconference due to the COVID-19 crisis.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, and such other parties who appeared, and no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Michelle Jackson sworn May 3, 2021, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, including the real property 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 Hainey dated February 12, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all

of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office (#51) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. **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.

6. **THIS COURT ORDERS AND DIRECTS** the Purchaser to pay the Receiver the following amounts, to be held in trust by the Receiver in an account bearing interest at the prevailing bank rate, pending further order of the court or the consent of both MarshallZehr Group Inc. and the respective lien claimant for whom the amount is being held:

- (a) \$201,360.35 on account of Duncan Drywall;
- (b) \$10,693.98 on account of Ground Electrical Services;
- (c) \$173,489.63 on account of Jeff McKever Plumbing;
- (d) \$107,098.77 on account of Priority Mechanical Services Ltd.;
- (e) \$17,924.74 on account of Nezz Electric; and
- (f) \$2,874.00 on account of Mack Construction.

7. **THIS COURT ORDERS AND DIRECTS** the Purchaser to pay the Receiver \$2,986.64, representing the amount owed to Canada Revenue Agency in connection with an employee

source deduction deemed trust amount, as described in the Third Report, which the Receiver is authorized and directed to pay to Canada Revenue Agency.

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

9. **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 information in the Company's records. 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. **THIS COURT ORDERS** that, notwithstanding:

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

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

11. **THIS COURT ORDERS** that Confidential Appendix "1" to the Third Report be and hereby is sealed and shall not form part of the public record pending closing of the Transaction or further order of the Court.

12. **THIS COURT ORDERS** that this Order is effective from today's date, and is not required to be entered.

13. **THIS COURT ORDERS AND DECLARES** that the Third Report and the conduct and activities of the Receiver to April 30, 2021 set out therein be and are hereby approved.

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



Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00635523-00CL

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Haaney of the Ontario Superior Court of Justice (the "Court") dated February 12, 2020, RSM Canada Limited was appointed as receiver (the "Receiver") of the undertaking, property and assets of Fernwood Developments (Ontario) Corporation (the "Debtor").

B. Pursuant to an Order of the Court dated _____, the Court approved the agreement of purchase and sale made as of _____ (the "Sale Agreement") between the Receiver and 2815864 Ontario Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 4.1, 4.2, and 4.3 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 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 sections 4.1, 4.2, and 4.3 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].

RSM Canada Limited, in its capacity as Receiver of the undertaking, property and assets of Fernwood Developments (Ontario) Corporation, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE B – Real Property

All of the Receiver's (if any) and the Debtor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) including, without limitation, the following real property:

LEGAL DESCRIPTION OF CONDOMINIUM UNITS

PIN 59420 – 0001 LT

UNIT 1, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0010 LT

UNIT 10, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0011 LT

UNIT 11, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0014 LT

UNIT 14, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0022 LT

UNIT 22, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0025 LT

UNIT 25, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0030 LT

UNIT 30, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0031 LT

UNIT 31, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0033 LT

UNIT 33, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0042 LT

UNIT 42, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0043 LT

UNIT 43, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0046 LT

UNIT 46, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0054 LT

UNIT 54, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0057 LT

UNIT 57, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0062 LT

UNIT 62, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0063 LT

UNIT 63, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1354411; CITY OF BARRIE

PIN 59420 – 0065 LT

UNIT 65, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0066 LT

UNIT 66, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0068 LT

UNIT 68, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0069 LT

UNIT 69, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0071 LT

UNIT 71, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0072 LT

UNIT 72, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0073 LT

UNIT 73, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0077 LT

UNIT 77, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0078 LT

UNIT 78, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0081 LT

UNIT 81, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0087 LT

UNIT 87, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0088 LT

UNIT 88, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0089 LT

UNIT 89, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0090 LT

UNIT 90, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0091 LT

UNIT 91, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0092 LT

UNIT 92, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0093 LT

UNIT 93, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0094 LT

UNIT 94, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0095 LT

UNIT 95, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0096 LT

UNIT 96, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS ASSET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0098 LT

UNIT 98, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0099 LT

UNIT 99, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0101 LT

UNIT 101, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0102 LT

UNIT 102, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0103 LT

UNIT 103, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0104 LT

UNIT 104, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0108 LT

UNIT 108, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0111 LT

UNIT 111, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0112 LT

UNIT 112, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0117 LT

UNIT 117, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0119 LT

UNIT 119, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0120 LT

UNIT 120, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1496430; CITY OF BARRIE

PIN 59420 – 0121 LT

UNIT 121, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND

TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS
IN SC1496430; CITY OF BARRIE

PIN 59420 – 0122 LT

UNIT 122, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO.
420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND
TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS
IN SC1496430; CITY OF BARRIE

PIN 59420 – 0123 LT

UNIT 123, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO.
420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND
TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS
IN SC1496430; CITY OF BARRIE

PIN 59420 – 0124 LT

UNIT 124, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO.
420 AND ITS APPURTENANT INTEREST; SUBJECT TO AND
TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS
IN SC1496430; CITY OF BARRIE

LEGAL DESCRIPTION OF LANDS

PIN 58831 - 1862LT

PART OF BLOCK 6, PLAN 51M983, PART 3 PLAN 51R40027;
SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027
AS IN SC1189600; TOGETHER WITH AN EASEMENT OVER
COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM
PLAN NUMBER 420 AS IN SC1354411; SUBJECT TO AN
EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF
SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN
SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN
51R40027 IN FAVOUR OF SIMCOE STANDARD
CONDOMINIUM PLAN NO. 420 AS IN SC1496430; TOGETHER
WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE
STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN
SC1496430; CITY OF BARRIE

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

A. From the Condominium Units

Instrument No.	Date	Type of Instrument	Amount	Party From	Party To
SC1107324	2013/12/19	Charge	\$15,000,000	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1107325	2013/12/19	Notice of Assignment of Rents- General	N/A	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1129839	2014/05/12	Postponement	N/A	Marshallzehr Group Inc.	The Corporation of the City of Barrie
SC1189601	2015/01/26	Postponement	N/A	Marshallzehr Group Inc.	Enbridge Gas Distribution Inc.
SC1372009	2016/12/15	Notice	\$2	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1544840	2018/10/01	Notice	\$2	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.

B. From the Lands

Instrument No.	Date	Type of Instrument	Amount	Party From	Party To
SC1107324	2013/12/19	Charge	\$15,000,000	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.

SC1107325	2013/12/19	Notice of Assignment of Rents-General	N/A	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1129839	2014/05/12	Postponement	N/A	Marshallzehr Group Inc.	The Corporation of the City of Barrie
SC1189601	2015/01/26	Postponement	N/A	Marshallzehr Group Inc.	Enbridge Gas Distribution Inc.
SC1372009	2016/12/15	Notice	\$2	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1544840	2018/10/01	Notice	\$2	Fernwood Developments (Ontario) Corporation	Marshallzehr Group Inc.
SC1661911	2020/02/13	Construction Lien	\$173,489	McKever, Jeffery	
SC1666408	2020/03/05	Construction Lien	\$178,195	1267989 Ontario Inc.	
SC1666613	2020/03/06	Construction Lien	\$28,740	Mack Constructions Inc.	
SC1670960	2020/03/27	Construction Lien	\$106,939	Grounded Electrical Services	
SC1671864	2020/04/01	Construction Lien	\$122,285	2242141 Ontario Inc.	
SC1673183	2020/04/07	Certificate	N/A	1267989 Ontario Inc.	
SC1675320	2020/04/20	Certificate	N/A	Mack Constructions Inc.	

SC1678660	2020/05/06	Certificate	N/A	Grounded Electrical Services	
SC1679011	2020/05/07	Certificate	N/A	2242141 Ontario Ltd.	
SC1699514	2020/08/05	Construction Lien	\$231,154	Priority Mechanical Services Ltd.	
SC1707668	2020/09/02	Certificate	N/A	Priority Mechanical Services Ltd.	

SCHEDULE D
Permitted Encumbrances, Easements and Restrictive Covenants
on Title

(unaffected by the Vesting Order)

Permitted Encumbrances with respect to Title means:

- (a) any registered reservations, restrictions, rights of way, easements or covenants that run with the Condominium Units and Lands;
- (b) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
- (c) any minor easements for the supply of utility service to the Condominium Units and Lands or adjacent properties;
- (d) encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey matters generally;
- (e) the exceptions and qualifications set forth in the Land Titles Act (Ontario);
- (f) the reservations contained in the original grant from the Crown;
- (g) liens for Taxes if such Taxes are not due and payable;
- (h) Instrument No. SC966830 registered on March 6, 2012 being a Notice of Subdivision Agreement;
- (i) Instrument No. SC1129838 registered on May 12, 2014 being a Notice of Development Agreement;
- (j) Instrument No. SC1189600 registered on January 26, 2015 being a Transfer Easement;
- (k) Instrument No. SCP420 registered on October 24, 2016 being a Standard Condominium Plan;

- (l) Instrument No. SC1354411 registered on October 24, 2016 being a Condominium Declaration;
- (m) Instrument No. SC1359887 registered on November 8, 2016 being a Condominium By-Law No. 1;
- (n) Instrument No. SC1359888 registered on November 8, 2016 being a Notice Section 98;
- (o) Instrument No. SC1368462 registered on December 5, 2016 being a Condominium By-Law No. 2;
- (p) Instrument No. SC1496430 registered on March 9, 2018 being a Condominium Amendment to Declaration;
- (q) Instrument No. SC1499656 registered on March 26, 2018 being a Notice Section 98 Group Indemnity Agreement; and
- (r) Instrument No. SC1686283 registered on June 11, 2020 being a Notice of Security Interest.

MARSHALLZEHR GROUP INC.

Applicant

-and-

Court File No. CV-20-00635523-00CL

**FERNWOOD DEVELOPMENTS (ONTARIO)
CORPORATION**

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West

35th Floor

Toronto, ON M5V 3H1

Tel: 416.646.4300

Fax: 416.646.4301

Jeffrey Larry (LSUC# 44608D)

Tel: 416.646.4330

jeff.larry@paliareroland.com

Elizabeth Rathbone (LSO# 70331U)

Tel: 416.646.7488

elizabeth.rathbone@paliareroland.com

Lawyers for the Receiver