

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

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

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

**MOTION RECORD**  
(returnable May 22, 2015)

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# TAB 1

**ONTARIO  
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**NOTICE OF MOTION**  
(returnable May 22, 2015)

**COLLINS BARROW TORONTO LIMITED** (“CBTL”), in its capacity as Court-appointed *Construction Lien Act* (Ontario) (“CLA”) trustee in this proceeding (the “Trustee”) will make a motion to a Judge of the Commercial List on May 22, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR:**

- (a) an order:

- (i) abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on May 22, 2015;
  - (ii) approving the Second Report of the Trustee dated May 15, 2015 (the “**Second Report**”) and the Supplement to the Second Report, to be filed, and the conduct and activities of the Trustee as set out in the Second Report and the Supplement;
  - (iii) sealing the appraisal obtained by the Trustee with respect to the Vacant Land (as defined below) and the unredacted and executed version of the APA (as defined below), copies of which will be provided to the Court as Confidential Appendices “A” and “B” to the Second Report, until the closing of the Transaction (as defined below) or further order of the Court;
- (b) an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement between Primont Homes (Harmony) Inc. (“**Primont**”) and the Trustee (the “**APA**”) and vesting in Primont the right, title and interest of JKDC in the Vacant Land upon the delivery of a certificate by the Trustee to Primont, free and clear of all encumbrances and claims; and
- (c) such further and other relief as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. On February 11, 2015, CBTL was appointed as Trustee under the *CLA* with respect to lands and premises owned by JKDC, legally described in Schedule “A” to the Appointment Order and commonly known as South Unionville Square (“SUSQ”) (the “**Property**”) pursuant to the Order of the Honourable Mr. Justice Pattillo dated February 11, 2015 (the “**Appointment Order**”).
2. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:
  - (a) act as receiver and manager of the Property;
  - (b) market any or all of the Property;
  - (c) sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court; and
  - (d) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
3. This proceeding was commenced by way of application by JKDC, the registered owner of the Property. The Property was developed by JKDC in three Phases.
4. Phase III was to be the planned development and construction of thirteen (13) freehold townhomes and two (2) single detached homes on vacant land owned by JKDC, which is located just south of South Unionville Square, bordered by Helen Avenue to the south,



South Unionville Avenue to the north, Kennedy Road, to the west and Garden Drive to the east (the “**Vacant Land**”).

5. The Vacant Land is subject to two registered mortgages and a number of construction liens. Pursuant to the Order (re Lien Claims Process) of Justice Pattillo dated May 1, 2015, the Trustee is conducting a claims process for construction liens registered against the Property. The Trustee has been informed by JKDC management that the Vacant Land has had no work completed on it, except for residential zoning, and thus no materials or services were provided by construction lien claimants with respect to the Vacant Lands.

#### **Original Sale Transaction with Primont**

6. JKDC and Primont entered into an agreement of purchase and sale dated November 24, 2011 (the “**Primont APS**”), pursuant to which Primont agreed to buy the Vacant Land. Under the agreement, JKDC was to perform substantial servicing requirements for the Vacant Land, including residential zoning finalization, installation of hydro and gas service, completion of rough grading, and installation of sufficient water, sanitary and storm services.
7. It was a condition under the Primont APS that all permit servicing requirements were to be completed on or before September 30, 2012. As a result of an amendment to the agreement and the exercise of all potential extension periods, the deadline date was extended to March 30, 2015.

8. Due the financial difficulties faced by the MADY group, only the residential zoning requirements had been completed by JKDC, such that the Vacant Land is zoned for the development of 13 freehold townhomes and 2 single detached homes.
9. In late 2014, JKDC approached Primont concerning the possibility of agreeing to a sale of the Vacant Land on an “as is where is” basis. The parties were negotiating the terms of such a transaction but were unable to complete a transaction prior to the appointment of the Trustee on February 11, 2015.
10. Following its appointment on February 11, 2015, it became apparent to the Trustee that the servicing requirements under the Primont APS could not be completed by the Trustee or any other party by March 31, 2015. As a result, the Trustee informed Primont on March 3, 2015 that it would be terminating the Primont APS.
11. In response, Primont indicated that it would be commencing litigation and requesting that the Primont APS be specifically performed.
12. The Trustee understands that Primont pre-sold the 13 townhomes and 2 dwellings that it intended to build on the Vacant Land following the completion of the Primont APS.
13. In an effort to protect its interests, Primont, through its counsel, revived its offer to purchase the Vacant Lands on an “as is where is basis”. The Trustee obtained an appraisal of the Vacant Land, which sets out an appraised value that is materially higher than Primont’s offer amount. As a result, the Trustee determined that it would not be in the best interests of the creditors of JKDC for the Vacant Land to be sold to Primont.

14. The Trustee informed Primont that it intended to bring a motion where it would be seeking a declaration from the Court that the Primont APS was terminated and that the Trustee had the authority to market the Vacant Land for sale. Primont informed the Trustee that it would be opposing such motion and seek an order for specific performance of the Primont APS.

**Transaction APA**

15. During the course of discussions between counsel to the parties, Primont made a further offer to acquire the Vacant Land from the Trustee on an “as is where is” basis. Following negotiations with respect to purchase price, the Trustee has accepted the offer, subject to finalization of the APA and the Transaction being approved by the Court.
16. The parties are currently finalizing the terms of the APA; however, the Trustee can confirm that the parties have agreed that the sale will be on an “as is where is” basis and will use a form of agreement that contains conditions, representations and warranties that are typically seen in agreements entered into by receivers in insolvency proceedings.
17. The Trustee intends to serve a Supplement to the Second Report, which will contain a redacted version of the executed APA, as soon as the APA has been executed. An unredacted version of the APA will be filed with the Court on a confidential basis, and the Trustee will be requesting that the agreement be sealed pending completion of the Transaction or further order of the Court.
18. At this time, the Trustee can report to the Court that, in its view, the purchase price under the APA is reasonable and represents fair market value for the Vacant Land, as it is in the same amount as the appraised value of the land. In addition to the Vacant Land being

sold at its appraised value, the proposed sale transaction with Primont is advantageous to the estate as it avoids the necessity of paying any commission to a real estate agent that may have been retained to sell the property, and also avoids the legal costs and risk of litigation had the motion with Primont proceeded.

19. The Trustee is requesting that the Court grant an order approving the sale of the Vacant Land to Primont pursuant to the APA that is to be filed with the Court, and vesting the Vacant Land in Primont free and clear of all encumbrances.

**General**

20. The Second Report.
21. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
22. Section 68 of the *CLA*.
23. The inherent jurisdiction of the Court.
24. Such other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Second Report and the Appendices annexed thereto;
  2. The Supplement to the Second Record and the Appendices annexed thereto, to be filed;
- and

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

May 15, 2015

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Court File No. CV15-10882-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION**  
(returnable May 22, 2015)

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

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

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

**MAY 15, 2015**



## INTRODUCTION

1. By Order of the Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 11, 2015 (the "**Appointment Order**"), Collins Barrow Toronto Limited was appointed trustee (the "**Trustee**") pursuant to Section 68(1) of the *Construction Lien Act* (Ontario) ("**CLA**"), of the lands and premises legally described in Schedule "A" of the Appointment Order comprised of, among other things, commercial and residential condominium units, and vacant land owned by Jade-Kennedy Development Corporation ("**JKDC**") and commonly known as South Unionville Square ("**SUSQ**") (the "**Property**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Appointment Order authorized the Trustee to, among other things, act as receiver and manager of the Property, take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, market any or all of the Property, and sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court.
3. Publicly available information relating to this proceeding has been posted on the Trustee's website, which can be found at:  
  
<http://www.collinsbarrow.com/en/cbn/jade-kennedy-development-corporation>

## PURPOSE OF SECOND REPORT

4. The purpose of this second report of the Trustee (the "**Second Report**") is to request that the Court grant an Order approving the sale of the Vacant Land (as defined below) to Primont (as defined below) pursuant to an asset purchase agreement to be executed by the parties and filed with the Court prior to the hearing of the motion on May 22, 2015 and vesting all of JKDC's right, title and interest in and to the Vacant Land to Primont, free and clear of all encumbrances and claims.

## TERMS OF REFERENCE

5. In preparing this Second Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of JKDC, discussions with management and employees of JKDC and other companies within the MADY group of companies, and information received from other third-party sources (collectively, the "**Information**"). Certain of the information contained in this Second Report may refer to, or is based on, the Information. As the Information has been provided by JKDC or other parties, the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

## VACANT LAND

### Background

6. As previously detailed in the First Report of the Trustee dated April 23, 2015, and the Affidavit of Charles Mady sworn in support of JKDC's application, copies of which can be found on the Trustee's website, the SUSQ project and the Property was to be developed in three Phases.
  
7. Phase III was to be the planned development and construction of thirteen (13) freehold townhomes and two (2) single detached homes on vacant land owned by JKDC. The land is just south of South Unionville Square, bordered by Helen Avenue to the south, South Unionville Avenue to the north, Kennedy Road, to the west and Garden Drive to the east. Copies of the parcel registers for the five (5) parcels that comprise the land are collectively attached hereto and marked as **Appendix "B"** (collectively, the "**Vacant Land**").
  
8. The 5 parcels that comprise the Vacant Land were acquired by JKDC over a period of a number of years, with three of the parcels being acquired on April 16, 2008, the fourth parcel acquired on May 10, 2012, and the last parcel acquired on June 1, 2012.

### Mortgagees

9. The Vacant Land is subject to two registered mortgages:
  - (a) a \$45,000,000 charge granted by JKDC in favour of Laurentian Bank of Canada ("**Laurentian**") and registered against title to the Vacant Land on

June 1, 2012 as Instrument No. YR1832072 (the "**Laurentian Charge**");  
and

(b) a \$10,000,000 charge granted by JKDC in favour of Am-Stat Corporation ("**Am-Stat**") and registered against title to the Vacant Land on September 4, 2013 as Instrument No. YR2029025 (the "**Am-Stat Charge**").

10. The Trustee understands that the \$45 million Laurentian Charge was granted to secure funds advanced by Laurentian to JKDC in connection with the development of the residential condominium tower portion of the SUSQ project. The Trustee understands that such advances have been repaid. The Trustee has been informed by counsel to Laurentian that charge also secures any amounts owing under letters of credit ("**LCs**") issued by Laurentian in respect of the SUSQ project. The LCs issued by Laurentian are cash collateralized; however, Laurentian takes the position that until the LCs expire or the cash collateral is applied against a drawn LC, the potential for a prior claim to be asserted against the cash collateral will not be eliminated, and the Laurentian Charge must remain in place as security.
11. The Trustee notes that the Laurentian Charge is also registered against title to other parts of the Property, namely the remaining Phase II residential units and the Phase II commercial units.
12. With respect to the Am-Stat Charge, Am-Stat was owed \$5,080,957.38 as of February 19, 2015. Based on the *per diem* rate of \$1,670.45, the Trustee estimates a balance owing of approximately \$5,222,945.63 as at May 15, 2015.

13. The Trustee notes that the Am-Stat Charge is also registered against title to the remaining Phase II residential units and the Phase II commercial units.

#### Lien Claims

14. As set out in the parcel registers for the Vacant Land, a number of construction liens have been registered on title to the Vacant Land. Pursuant to the Order (re Lien Claims Process) of Justice Pattillo dated May 1, 2015, the Trustee is conducting a claims process for construction liens registered against the Property.
15. At this time, the claims process is in its early stages and the parties are in the process of providing their materials to the Trustee. As a result, the Trustee is not in a position to comment on the validity of the lien claims registered against the Vacant Land. However, the Trustee has been informed by JKDC management that the Vacant Land has had no work completed on it, except for residential zoning, and thus no materials or services were provided by construction lien claimants with respect to the Vacant Lands.

#### Original Sale Transaction with Primont

16. Pursuant to an agreement of purchase and sale dated November 24, 2011 between JKDC as vendor and Primont Homes (Harmony) Inc. ("**Primont**") as purchaser (the "**Primont APS**"), Primont agreed to buy the Vacant Land for a purchase price of \$3,499,986. The Primont APS required JKDC to perform substantial servicing requirements for the Vacant Land, including residential zoning finalization, installation of hydro and gas service, completion of rough

grading, and installation of sufficient water, sanitary and storm services. A copy of the Primont APS is attached hereto as **Appendix "C"**.

17. Pursuant to section 1.4 of the Primont APS, it was a condition that all permit servicing requirements be completed on or before September 30, 2012, with the possibility of three extensions of six months each. This date was extended to September 30, 2013 pursuant to an amending agreement dated June 11, 2013, a copy of which is attached hereto as **Appendix "D"**.
18. The extension periods were exercised by the parties, such that the completion date for the servicing requirements was extended to March 31, 2015, as set out in a letter from Primont's solicitor to JKDC's solicitor dated September 30, 2014, a copy of which is attached hereto as **Appendix "E"**.
19. The Trustee has been informed by JKDC management that, by the end of 2014, due the financial difficulties faced by the MADY group, only the residential zoning requirements had been completed by JKDC, such that the Vacant Land is zoned for the development of 13 freehold townhomes and 2 single detached homes.
20. In late 2014, JKDC approached Primont concerning the possibility of agreeing to a sale of the Vacant Land on an "as is where is" basis. The parties were negotiating the terms of such a transaction from December 2014 to February 2015, but were unable to complete a transaction prior to the appointment of the Trustee on February 11, 2015.

21. On February 18, 2015, the Trustee was informed that Primont had registered a Caution against the Vacant Land in connection with the Primont APS. A copy of the Caution registered against title to the Vacant Land on February 10, 2015 is attached hereto as **Appendix "F"**.
22. Following its appointment, the Trustee reviewed the Primont APS and discussed the state of the Vacant Land with JKDC management. Based on such discussions, it was apparent that the servicing requirements under the Primont APS could not be completed by the Trustee or any other party by March 31, 2015.
23. As a result, the Trustee, through its legal counsel Chaitons LLP ("**Chaitons**"), informed counsel to Primont in an e-mail dated March 4, 2015 that the Trustee was terminating the Primont APS and would arrange for the return of the deposit that had been paid by Primont, in accordance with the terms of the agreement. A copy of the e-mail is attached hereto as **Appendix "G"**.
24. In response to the e-mail, Chaitons received a letter dated March 13, 2015 from litigation counsel to Primont, indicating that Primont would be seeking specific performance of the Primont APS. A copy of the letter is attached hereto as **Appendix "H"**.
25. The Trustee understands that Primont pre-sold the 13 townhomes and 2 dwellings that it intended to build on the Vacant Land following the completion of the Primont APS.

26. In an effort to protect its interests, Primont, through its counsel, revived its offer to purchase the Vacant Lands on an “as is where is basis” for \$650,000.
27. The Trustee obtained an appraisal of the Vacant Land as of March 10, 2015. A copy of the appraisal will be filed with the Court as **Confidential Appendix “A”** to the Second Report. The Trustee will be requesting that the appraisal be sealed until the sale transaction with Primont has closed or further order of the Court. The Trustee is requesting that the appraisal be sealed as it contains commercially sensitive information that could prejudice any future attempt to sell the Vacant Land if the sale transaction with Primont is not approved by the Court or fails to close.
28. Following receipt of Primont’s offer and a review of the appraised value of the Vacant Land, which sets out an appraised value that is materially higher than Primont’s offer amount, the Trustee determined that it would not be in the best interests of the creditors of JKDC for the Vacant Land to be sold to Primont.
29. As a result, the Trustee informed Primont that it intended to bring a motion where it would be seeking a declaration from the Court that the Primont APS was terminated and that the Trustee had the authority to market the Vacant Land for sale. Primont informed the Trustee that it would be opposing such motion and seek an order for specific performance of the Primont APS.

### **Sale to Primont**

30. The Trustee and Primont, through their respective legal counsel, discussed this matter on numerous occasions. During the course of those discussions, Primont



made a further offer to acquire the Vacant Land from the Trustee on an "as is where is" basis. Following negotiations with respect to purchase price, the Trustee has accepted the offer, subject to finalization of an asset purchase agreement ("**APA**") and the transaction being approved by the Court.

31. The parties are currently finalizing the terms of the APA; however, the Trustee can confirm that the parties have agreed that the sale will be on an "as is where is" basis and will use a form of agreement that contains conditions, representations and warranties that are typically seen in agreements entered into by receivers in insolvency proceedings. The Trustee intends to serve a supplemental report, which will contain a redacted version of the executed APA, as soon as the APA has been executed. An unredacted version of the APA will be filed with the Court on a confidential basis, and the Trustee will be requesting that the agreement be sealed pending completion of the sale transaction or further order of the Court.
  
32. At this time, the Trustee can report to the Court that, in its view, the purchase price under the APA is reasonable and represents fair market value for the Vacant Land, as it is in the same amount as the appraised value of the land. In addition to the Vacant Land being sold at its appraised value, the proposed sale transaction with Primont is advantageous to the estate as it avoids the necessity of paying any commission to a real estate agent that may have been retained to sell the property, and also avoids the legal costs and risk of litigation had the motion with Primont proceeded.

33. As a result, the Trustee is requesting that the Court grant an order approving the sale of the Vacant Land to Primont pursuant to the APA that is to be filed with the Court, and vesting the Vacant Land in Primont free and clear of all encumbrances.

All of which is respectfully submitted to this Court as of this 15<sup>th</sup> day of May, 2015.

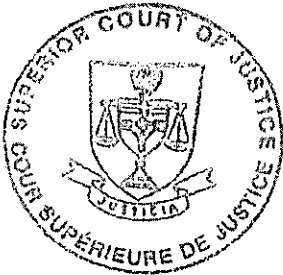
**COLLINS BARROW TORONTO LIMITED**

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

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

Bryan A. Tannenbaum, FCPA, FCA, FCIRP  
President

# APPENDIX “A”



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

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE Mr. )

WEDNESDAY, THE 11<sup>th</sup> DAY

JUSTICE P. H. H. )

OF FEBRUARY, 2015

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

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

**ORDER**

(appointing trustee)

THIS APPLICATION made by the Applicant, Jade-Kennedy Development Corporation, for an Order pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "CLA") appointing Collins Barrow Toronto Limited as trustee (the "Trustee") of the Property (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Charles Mady sworn February 5, 2015 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for those other

parties listed on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service of Sam Rappos sworn February 9, 2015, and on reading the consent of Collins Barrow Toronto Limited to act as the Trustee,

#### **SERVICE**

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

#### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 68(1) of the CLA, Collins Barrow Toronto Limited is hereby appointed Trustee, without security, of the lands and premises legally described in Schedule "A" attached hereto, and comprised of, among other things, commercial/retail and residential condominium units, and vacant lands, commonly known as South Unionville Square (the "Property").

#### **TRUSTEE'S POWERS**

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

- (a) to act as receiver and manager of the Property;
- (b) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (c) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, agents, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Trustee's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, or other assets to assist with the exercise of the Trustee's powers and duties, including without limitation those conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Applicant in respect of the Property, and to exercise all remedies of the Applicant in collecting such monies, including, without limitation, to enforce any security held by the Applicant;
- (g) to settle, extend or compromise any indebtedness owing to the Applicant;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of the Property, whether in the Trustee's name or in the name and on behalf of the Applicant, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the

Applicant, the Property or the Trustee, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to complete the existing agreements of purchase and sale reproduced in the Confidential Appendix "1" for the 18 pre-sold South Unionville Square Phase II commercial/retail condominium units that forms part of the Property (collectively, the "Sold Units");
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Trustee in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof, with the approval of this Court;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Trustee deems appropriate on all matters relating to the Property, and to share information, subject to such terms as to confidentiality as the Trustee deems advisable;

*Subject to solicitor and client privilege*

*LL*

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to the Property;
- (p) to apply for any permits, licences, approvals, declarations, or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Trustee, in the name of the Applicant; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Applicant, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE TRUSTEE**

4. **THIS COURT ORDERS** that (i) the Applicant, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall grant immediate and continued access to the Property to the Trustee.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Trustee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or



affairs of the Applicant, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Trustee or permit the Trustee to make, retain and take away copies thereof and grant to the Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Trustee due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Trustee for the purpose of allowing the Trustee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Trustee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Trustee. Further, for the purposes of this paragraph, all Persons shall provide the Trustee with all such assistance in gaining immediate access to the information in the Records as the Trustee may in its discretion require including providing the Trustee with instructions on the use of any computer or other system and providing the Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE TRUSTEE**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Trustee except with the written consent of the Trustee or with leave of this Court.

**NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

8. **THIS COURT ORDERS** that, subject to the provisions of paragraph 9, no Proceeding against or in respect of the Applicant or the Property, including without limitation any Proceeding commenced under the CLA against the Applicant or mortgagees of the Property, shall be commenced or continued except with the written consent of the Trustee or with leave of this Court and any and all such Proceedings currently under way are hereby stayed and suspended pending further Order of this Court. Any request by construction lien claimants to mortgagees pursuant to section 39 of the CLA for particulars or information with respect to outstanding encumbrances, shall be directed to, and responded by, the Trustee upon being provided the requested information by the mortgagees.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Applicant, the Trustee, or affecting the Property, are hereby stayed and suspended, except with the written consent of the Trustee or leave of this Court, provided that nothing in this paragraph shall (i) empower the Trustee or the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Trustee or the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, or (iii) prevent the registration of claims for lien, the issuance of statements of claim and the registration of certificates of action by

construction lien claimants, provided that no further steps to enforce the liens may be taken by the lien claimants without consent of the Applicant and Trustee or leave of this Court.

#### **NO INTERFERENCE WITH THE TRUSTEE**

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

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

11. **THIS COURT ORDERS** that no Proceeding may be commenced or continued against any of the former or current directors, officers or management of the Applicant, and any person, including an employee or agent of the Applicant, who had effective control of the Applicant or its relevant activities, with respect to any claim against such persons that arose before the date hereof and whereby such persons are alleged under any law to be liable, including the CLA, except with the prior written consent of the Trustee or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, equipment, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicant are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Trustee, and that the Trustee shall be entitled to the continued use of the

Applicant's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Trustee in accordance with arrangements as may be agreed upon by the supplier or service provider and the Trustee, or as may be ordered by this Court.

#### **TRUSTEE TO HOLD FUNDS**

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

#### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Applicant shall remain the employees of the Applicant until such time as the Trustee, on the Applicant's behalf, may terminate the employment of such employees. The Trustee shall not be liable for any employee-related liabilities, including any successor employer liabilities, other than such amounts as the Trustee may specifically agree in writing to pay.

## PIPEDA

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

## LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Trustee to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the Ontario

*Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Trustee shall not, as a result of this Order or anything done in pursuance of the Trustee's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE TRUSTEE'S LIABILITY

17. **THIS COURT ORDERS** that the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Trustee by any applicable legislation.

#### ACCOUNTS

18. **THIS COURT ORDERS** that the Trustee, counsel to the Trustee and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Trustee, counsel to the Trustee and counsel to the Applicant shall be entitled to and are hereby granted a charge (the "Administration Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Administration Charge shall form a first charge on the Property in priority to all any and all existing and future security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, construction liens, encumbrances, claims of secured creditors (whether contractual, statutory or

otherwise), executions, or charges, whether or not they have attached or been perfected, registered or filed (collectively, the "Claims") in favour of any Person.

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

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

#### **BORROWING POWERS**

21. **THIS COURT ORDERS** that the Trustee be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Trustee by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Trustee's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all Claims in favour of any Person, but subordinate in priority to the Administration Charge.

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

23. **THIS COURT ORDERS** that the Trustee is at liberty and authorized to issue certificates substantially in the form of Schedule "B" attached hereto (the "Trustee's Certificates") for any amount borrowed by it pursuant to this Order.

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

#### RETENTION OF LAWYERS

25. **THIS COURT ORDERS** that the Trustee may retain solicitors to represent and advise the Trustee in connection with the exercise of the Trustee's powers and duties, including without limitation those conferred by this Order. Such solicitors may include Chaitons LLP, solicitors for the Applicant herein, in respect of any matter where there is no conflict of interest. The Trustee shall, however, retain independent solicitors in respect of any legal advice or services where a conflict exists, or may exist.

#### SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->



protocol) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.collinsbarrow.com/en/toronto-ontario/SUSQ>.

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

28. **THIS COURT ORDERS** that the Applicant, the Trustee and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

SEALING

29. THIS COURT ORDERS that Confidential Appendix "1" is hereby sealed and shall not form part of the public record until further order of the Court.

*\* completion of the last transaction \**

*UP*

GENERAL

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Trustee from acting as receiver or trustee in bankruptcy of the Applicant.

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

*[Handwritten Signature]*

ENTRENEE A / ENREGISTRE A TORONTO  
ON / ENREGISTRE  
LE / DANS LE REGISTRE NO.

FEB 11 2015

*MB*

## SCHEDULE "A"

### Phase I Commercial Units

PIN	Property Description
29759-0060 (LT)	Unit 60, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0073 (LT)	Unit 73, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0074 (LT)	Unit 74, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0075 (LT)	Unit 75, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0403 (LT)	Unit 49, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0492 (LT)	Unit 138, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0500 (LT)	Unit 146, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0528 (LT)	Unit 146, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0535 (LT)	Unit 181, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0563 (LT)	Unit 209, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0604 (LT)	Unit 250, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham

PIN	Property Description
29759-0670 (LT)	Unit 316, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0673 (LT)	Unit 319, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0702 (LT)	Unit 348, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0714 (LT)	Unit 360, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0715 (LT)	Unit 361, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0742 (LT)	Unit 388, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0743 (LT)	Unit 389, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0744 (LT)	Unit 390, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0745 (LT)	Unit 391, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0746 (LT)	Unit 392, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0747 (LT)	Unit 393, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0748 (LT)	Unit 394, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham

PIN	Property Description
29759-0774 (LT)	Unit 25, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0805 (LT)	Unit 56, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0806 (LT)	Unit 57, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-08014 (LT)	Unit 65, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham

Unsold Residential Units

PIN	Property Description
29796-0007 (LT)	Unit 7, Level 1, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0024 (LT)	Unit 14, Level 2, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0146 (LT)	Unit 22, Level 7, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0223 (LT)	Unit 11, Level 11, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0247 (LT)	Unit 15, Level 12, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0250 (LT)	Unit 18, Level 12, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham

PIN	Property Description
29796-0255 (LT)	Unit 4, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0277 (LT)	Unit 26, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0301 (LT)	Unit 50, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0331 (LT)	Unit 80, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0376 (LT)	Unit 125, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0429 (LT)	Unit 178, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0430 (LT)	Unit 179, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0439 (LT)	Unit 188, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0533 (LT)	Unit 282, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0578 (LT)	Unit 327, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0581 (LT)	Unit 330, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0584 (LT)	Unit 333, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham

PIN	Property Description
29796-0586 (LT)	Unit 335, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0624 (LT)	Unit 373, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham

Phase II Commercial Units

PIN	Property Description
29759-0834 (LT)	Unit 355, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0835 (LT)	Unit 356, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0836 (LT)	Unit 357, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0837 (LT)	Unit 358, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0838 (LT)	Unit 359, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0839 (LT)	Unit 360, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0840 (LT)	Unit 361, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0841 (LT)	Unit 85, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham

PIN	Property Description
29759-0842 (LT)	Unit 86, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0843 (LT)	Unit 87, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0844 (LT)	Unit 88, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0845 (LT)	Unit 89, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0846 (LT)	Unit 90, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0847 (LT)	Unit 91, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0848 (LT)	Unit 92, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0849 (LT)	Unit 93, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0850 (LT)	Unit 94, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0851 (LT)	Unit 95, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0852 (LT)	Unit 96, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0853 (LT)	Unit 97, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham



PIN	Property Description
29759-0854 (LT)	Unit 98, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham

Vacant Lands

PIN	Property Description
02963-2965 (LT)	Pt Lt 2 PL 2196 Markham, Pt 9 65R27668 ; T/W Row Over Pt Lt 2 PL 2196 Markham, Pts 10, 11 & 12, 65R27668, until such time as said Pts 10, 11 & 12, 65R27668 have been dedicated as part of public highway, as in YR623430 ;; Town of Markham
02963-2972 (LT)	Pt Lt 2 PL 2196 Markham, Pt 8 65R27668 ; T/W Row Over Pt Lt 2 PL 2196 Markham, Pts 2, 3, 5, 6 & 7, 65R27668, until such time as said Pts 2, 3, 5, 6 & 7, 65R27668 have been dedicated as part of public highway, as in YR623430 ;; Town of Markham
02963-3571 (LT)	Pt Lt 2 PL 2196, Being Pts 2 & 3 PL 65R33603 ;; Town of Markham
02963-3579 (LT)	Part Lot 1 Plan 2196, Pts 1 and 2 on 65R33243.; Town of Markham
02963-3587 (LT)	Pt Lt 2 PL 2196, Pt 10 65R33243, S/T Easement in Gross, as in YR767057 ;; Town of Markham

SCHEDULE "B"

TRUSTEE CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the trustee (the "Trustee") of the Property appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 11<sup>th</sup> day of February, 2015 (the "Order") made in an application having Court file number \_\_-CL-\_\_\_\_\_, has received as such Trustee from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Trustee is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Trustee pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the Claims (as defined in the Order) of any other person, but subject to the priority of the charges set out in the Order, and the right of the Trustee to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Trustee to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Trustee to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Trustee does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COLLINS BARROW TORONTO LIMITED,**  
solely in its capacity as Trustee of the Property,  
and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

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

Court File No. *CV-15-10982-00 CL*

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceedings commenced at Toronto

**ORDER**  
(appointment of a trustee)

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

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Tel: (416) 218-1129  
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E-mail: samr@chaitons.com

Lawyers for the Applicant,  
Jade-Kennedy Development Corporation

# **APPENDIX “B”**



02963-2965 (Lit)

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

PROPERTY DESCRIPTION:

PT LT 2 PL 2196 MARKHAM, PT 9 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 10, 11 & 12, 65R27668, UNTIL SUCH TIME AS SAID PTS 10, 11 & 12, 65R27668 HAVE BEEN DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ; TOWN OF MARKHAM

PROPERTY REMARKS:

PLANNING ACT CONSENT ON YR596678.

ESTATE/QUALIFIER:

RECENTLY:  
DIVISION FROM 02963-0210

LT CONVERSION QUALIFIED

OWNERS' NAMES  
JADE-KENNEDY DEVELOPMENT CORPORATION

CAPACITY SHARE

FIN CREATION DATE:  
2005/05/30

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 1999/09/27 **						
65R27668	2004/12/22	PLAN REFERENCE				C
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION						
65R30830	2008/04/15	PLAN REFERENCE			JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1149870	2008/04/16	TRANSFER	\$6,492,700	2030445 ONTARIO INC.		C
REMARKS: PLANNING ACT STATEMENTS						
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM		C
YR1495982	2010/06/15	POSTPONEMENT		D. MADY INVESTMENTS (2010) INC.		C
REMARKS: YR1446522 TO YR1495979						
YR1615475	2011/02/28	POSTPONEMENT		D. MADY INVESTMENTS (2010) INC.	LAURENTIAN BANK OF CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 5

PREPARED FOR LynnLee1  
ON 2015/05/15 AT 15:13:57

02963-2965 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHED
REMARKS: YR144522 TO YR1445317						
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
65R33603	2012/04/23	PLAN REFERENCE				C
YR1832072	2012/06/01	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832073	2012/06/01	NO ASSGN RENT GEN		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832111	2012/06/01	APL ANNEX REST COV		JADE-KENNEDY DEVELOPMENT CORPORATION ARSH DEVELOPERS INC. IQBAL, KAMRAN		C
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C
YR2222713	2014/11/28	CONSTRUCTION LIEN	\$195,012	GLOBAL MECHANICAL LTD.		C
YR2230304	2014/12/11	CONSTRUCTION LIEN	\$226,447	FRENDEL KITCHENS LIMITED		C
YR2232092	2014/12/15	CONSTRUCTION LIEN	\$501,133	2050491 ONTARIO INC.		C
YR2233490	2014/12/17	CONSTRUCTION LIEN	\$132,902	GLOBAL PRECAST INC.		C
YR2235281	2014/12/19	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC		C
YR2235938	2014/12/22	CONSTRUCTION LIEN	\$200,000	SEREN PAINTING LTD.		C
YR2236748	2014/12/24	CONSTRUCTION LIEN	\$81,519	TRIUMPH ROOFING & SHEET METAL INC.		C
YR2237716	2014/12/30	CONSTRUCTION LIEN	\$822,797	DIRCAM ELECTRIC LIMITED		C
YR2237952	2014/12/30	CONSTRUCTION LIEN	\$62,154	GREAT PYRAMID ALUMINUM LTD.		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAW WASTE & RECYCLING INC.		C

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ServiceOntario

LAND  
REGISTRY  
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 5

PREPARED FOR LyndLee1  
ON 2015/05/15 AT 15:13:57

02963-2965 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2253274	2015/02/06	CERTIFICATE		2050491 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C
YR2254601	2015/02/10	CAU AGR PUR & SALE	\$3,499,986	JADE-KENNEDY DEVELOPMENT CORPORATION	PRIMONT HOMES (HARMONY) INC.	C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION - YR2237952				
YR2255767	2015/02/13	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2222710 - CERTIFICATE OF ACTION				
YR2256159	2015/02/13	CERTIFICATE		SEEREN PAINTING LTD.		C
		REMARKS: YR2235938				
YR2262436	2015/03/03	CONSTRUCTION LIEN	\$11,112	SKYWAY CANADA LIMITED		C
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2248368				
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 5  
PREPARED FOR LynnLee1  
ON 2015/05/15 AT 15:13:57

02963-2965 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2276999	2015/04/10	CERTIFICATE		SCKWAY CANADA LIMITED	CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C

REMARKS: YR2254098

REMARKS: CERTIFICATE OF ACTION RE: YR2262436

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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LAND REGISTRY OFFICE #65

PAGE 1 OF 5

PREPARED FOR LynnLeel ON 2015/05/15 AT 15:15:18

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION: PT LT 2 PL 2196 MARKHAM, PT 8 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 2, 3, 5, 6 & 7, 65R27668, UNTIL SAID PTS 2, 3, 5, 6 & 7, 65R27668 ARE DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ; TOWN OF MARKHAM

PROPERTY REMARKS: PLANNING ACT CONSENT ON YR615752 .

ESTATE/QUALIFIER: RECENTLY. DIVISION FROM 02963-0037

FEE SIMPLE LT CONVERSION QUALIFIED

OWNERS' NAMES: CAPACITY SHARE

JADE-KENNEDY DEVELOPMENT CORPORATION

PIN CREATION DATE: 2005/05/31

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

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHATE OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF		CONVERSION TO LAND TITLES: 1999/09/27 **				
65R27668	2004/12/22	PLAN REFERENCE				C
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION				
65R30830	2008/04/15	PLAN REFERENCE				C
YR1149870	2008/04/16	TRANSFER	\$6,492,700	2030445 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
		REMARKS: PLANNING ACT STATEMENTS				
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1495982	2010/06/15	POSTPONEMENT		D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	C
		REMARKS: YR1446522 TO YR1495979				
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 5

PREPARED FOR LynnLee1  
ON 2015/05/15 AT 15:15:16

02963-2972 (LP)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1616919	2011/03/02	POSTPONEMENT REMARKS: YR1446522 TO YR1616829		D. MADY INVESTMENTS (2010) INC.	THE REGIONAL MUNICIPALITY OF YORK	C
65R33603	2012/04/23	PLAN REFERENCE				C
YR1832072	2012/06/01	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832073	2012/06/01	NO ASSIGN RENT GEN		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832111	2012/06/01	APL ANNEX REST COV		JADE-KENNEDY DEVELOPMENT CORPORATION ARSH DEVELOPERS INC. IOBAL, KAMRAN		C
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C
YR2222713	2014/11/28	CONSTRUCTION LIEN	\$195,012	GLOBAL MECHANICAL LTD.		C
YR2230304	2014/12/11	CONSTRUCTION LIEN	\$226,447	FRENDEL KITCHENS LIMITED		C
YR2232092	2014/12/15	CONSTRUCTION LIEN	\$501,133	2050491 ONTARIO INC.		C
YR2233490	2014/12/17	CONSTRUCTION LIEN	\$132,902	GLOBAL PRECAST INC.		C
YR2235281	2014/12/19	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC		C
YR2235938	2014/12/22	CONSTRUCTION LIEN	\$200,000	SEREN PAINTING LTD.		C
YR2236748	2014/12/24	CONSTRUCTION LIEN	\$81,519	TRIUMPH ROOFING & SHEET METAL INC.		C
YR2237716	2014/12/30	CONSTRUCTION LIEN	\$822,797	DIRCAM ELECTRIC LIMITED		C
YR2237952	2014/12/30	CONSTRUCTION LIEN	\$62,154	GREAT PYRAMID ALUMINUM LTD.		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAM WASTE & RECYCLING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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02963-2972 (LF)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2238636	2015/01/02	CONSTRUCTION LIEN	\$11,978	PROCAN INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR2242380	2015/01/13	CERTIFICATE		FRENDEL KITCHENS LIMITED	MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2230304				
YR2248368	2015/01/27	CONSTRUCTION LIEN	\$601,566	IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR2248401	2015/01/27	CERTIFICATE		GLOBAL MECHANICAL LTD.	AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2222713 & YR2222182				
YR2248965	2015/01/28	CERTIFICATE		GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2235281				
YR2249226	2015/01/29	CERTIFICATE		GLOBAL PRECAST INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: YR2233490		TRIUMPH ROOFING & SHEET METAL INC.		
YR2251585	2015/02/03	CERTIFICATE			JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2236748				
YR2253320	2015/02/06	CERTIFICATE		DIRCAM ELECTRIC LIMITED	JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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02963-2972 (LT)

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

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2253274	2015/02/06	CERTIFICATE		2050491 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C
YR2254601	2015/02/10	CAU AGR PUR & SALE	\$3,499,986	JADE-KENNEDY DEVELOPMENT CORPORATION	PRIMONT HOMES (HARMONY) INC.	C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION - YR2237952				
YR2255767	2015/02/13	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2222710 - CERTIFICATE OF ACTION				
YR2256159	2015/02/13	CERTIFICATE		SREEN PAINTING LTD.		C
		REMARKS: YR2235938				
YR2262436	2015/03/03	CONSTRUCTION LIEN	\$11,112	SKYWAY CANADA LIMITED		C
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2248668				
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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02963-2972 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2276999	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C

REMARKS: YR2254098

REMARKS: 2015/04/10 CERTIFICATE  
REMARKS: CERTIFICATE OF ACTION RE: YR2262436

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02963-3571 (LT)  
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LT 2 PL 2196, BEING PTS 2 & 3 PL 65R33603; TOWN OF MARKHAM

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT YR1820926.  
ESTATE/OVAL/LEAFER. RECENTLY.  
FEE SIMPLE DIVISION FROM 02963-2973  
LT CONVERSION QUALIFIED CAPACITY SHARE  
OWNERS' NAMES ROWN  
JADE-KENNEDY DEVELOPMENT CORPORATION

PIN CREATION DATE:  
2012/05/15

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
** PRINTOUT							
		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**		CONVENTION.					
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF		CONVERSION TO LAND TITLES: 1999/09/27 **					
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C	
		REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION					
65R33603	2012/04/23	PLAN REFERENCE				C	
YR1820926	2012/05/10	TRANSFER	\$400,000	CAT, LI YING XU, CHUN LIN		C	
YR1832072	2012/06/01	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION		C	
YR1832073	2012/06/01	NO ASSGN RENT GEN		LAURENTIAN BANK OF CANADA		C	
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION		C	
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C	
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C	

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 4  
PREPARED FOR LynnLee1  
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02963-3571 (LF)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YR2249226	2015/01/29	CERTIFICATE		GLOBAL PRECAST INC.	LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
YR2251585	2015/02/03	CERTIFICATE		TRIUMPH ROOFING & SHEET METAL INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
YR2253220	2015/02/06	CERTIFICATE		DIRCAM ELECTRIC LIMITED	JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
YR2253274	2015/02/06	CERTIFICATE		2050491 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAW WASTE & RECYCLING INC.		C
YR2254601	2015/02/10	CAU AGR PUR & SALE	\$3,499,986	JADE-KENNEDY DEVELOPMENT CORPORATION	PRIMONT HOMES (HARMONY) INC.	C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
YR2255767	2015/02/13	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 4

PREPARED FOR LynnLeel  
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02963-3571 (IT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2262436	2015/03/03	CONSTRUCTION LIEN	\$11,112	SKYWAY CANADA LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.		C
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C
YR2276999	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED		C

REMARKS: YR2248368

REMARKS: YR2254098

REMARKS: CERTIFICATE OF ACTION RE: YR2262436

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

PROPERTY DESCRIPTION: PART LOT 1 PLAN 2196, PTS 1 AND 2 ON 65R33243.; TOWN OF MARKHAM

PROPERTY REMARKS: CORRECTION: DOCUMENT YR1616934 ADDED TO 02963-3579 ON 2012/06/12 AT 09:05 BY MARTINO, SUSY. CORRECTION: DOCUMENT YR1149868 ADDED TO 02963-3579 ON 2012/06/12 AT 09:10 BY MARTINO, SUSY.

STATE/QUALIFIER: RECENTLY  
TYPE SIMPLE DIVISION FROM 02963-3459  
NOT CONVERSION QUALIFIED  
OWNERS' NAMES: CAPACITY SHARE  
TRADE-KENNEDY DEVELOPMENT CORPORATION

PIN CREATION DATE: 2012/06/11

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</b>						
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, 40:					
**	SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF	CONVERSION TO LAND TITLES: 1999/09/27 **					
YR686388	2005/08/18 NOTICE			HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
	REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)					
YR1149868	2008/04/16 TRANSFER		\$2,644,000	1553204 ONTARIO LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION	C
	REMARKS: PLANNING ACT STATEMENTS					
YR1495979	2010/06/15 NOTICE		\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1616829	2011/03/02 NOTICE		\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
65R33243	2011/09/19 PLAN REFERENCE					C
YR1798467	2012/03/22 NOTICE		\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
	REMARKS: AGREEMENT					

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02963-3579 (1F)

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

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1832072	2012/06/01	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832073	2012/06/01	NO ASSIGN RENT GEN		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832111	2012/06/01	AFL ANNEX REST COV		JADE-KENNEDY DEVELOPMENT CORPORATION ARSH DEVELOPERS INC. IOBAL, KMRAN		C
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C
YR2222713	2014/11/28	CONSTRUCTION LIEN	\$195,012	GLOBAL MECHANICAL LTD.		C
YR2230304	2014/12/11	CONSTRUCTION LIEN	\$226,447	FRENDEL KITCHENS LIMITED		C
YR2232092	2014/12/15	CONSTRUCTION LIEN	\$501,133	2050491 ONTARIO INC.		C
YR2233490	2014/12/17	CONSTRUCTION LIEN	\$132,902	GLOBAL PRECAST INC.		C
YR2235281	2014/12/19	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC		C
YR2236748	2014/12/24	CONSTRUCTION LIEN	\$81,519	TRIUMPH ROOFING & SHEET METAL INC.		C
YR2237716	2014/12/30	CONSTRUCTION LIEN	\$822,797	DIRCAM ELECTRIC LIMITED		C
YR2237952	2014/12/30	CONSTRUCTION LIEN	\$62,154	GREAT PYRAMID ALUMINUM LTD.		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAW WASTE & RECYCLING INC.		C
YR2238636	2015/01/02	CONSTRUCTION LIEN	\$11,978	PROCAN INC.		C
YR2242380	2015/01/13	CERTIFICATE		FRENDEL KITCHENS LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA	C

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02963-3579 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: CERTIFICATE OF ACTION FOR YR2230304			LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	
YR2248368	2015/01/27	CONSTRUCTION LIEN	\$601,566	IMPERIAL TRIM SUPPLY LTD.		C
YR2248401	2015/01/27	CERTIFICATE		GLOBAL MECHANICAL LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2222713 & YR2222182				
YR2248965	2015/01/28	CERTIFICATE		GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR YR2235281				
YR2249226	2015/01/29	CERTIFICATE		GLOBAL PRECAST INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: YR2233490				
YR2251585	2015/02/03	CERTIFICATE		TRIUMPH ROOFING & SHEET METAL INC.		C
		REMARKS: CERTIFICATE OF ACTION FOR YR2236748				
YR2253220	2015/02/06	CERTIFICATE		DIRCAM ELECTRIC LIMITED	JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				
YR2253274	2015/02/06	CERTIFICATE		2050491 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION				
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2254601	2015/02/10	CNU AGR PUR & SALE	\$3,499,986	JADE-KENNEDY DEVELOPMENT CORPORATION	PRIMONT HOMES (HARMONY) INC.	C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
YR2255767	2015/02/13	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
YR2262436	2015/03/03	CONSTRUCTION LIEN	\$11,112	SKYWAY CANADA LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C
YR2276999	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C

REMARKS: CERTIFICATE OF ACTION - YR2237952  
REMARKS: YR222710 - CERTIFICATE OF ACTION  
REMARKS: YR2248368  
REMARKS: YR2254098  
REMARKS: CERTIFICATE OF ACTION RE: YR2262436

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02963-3587 (LT)

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

PROPERTY DESCRIPTION: PT LT 2 PL 2196, PT 10 65R33243, S/T EASEMENT IN GROSS, AS IN YR767057;; TOWN OF MARKHAM

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2005/05/06.

RECENTLY:  
DIVISION FROM 02963-3392

PIN CREATION DATE:  
2012/06/11

CAPACITY SHARE  
ROWN

JENNEER NAMES  
JADE-KENNEDY DEVELOPMENT CORPORATION

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION						
YR767057	2006/01/25	TRANSFER EASEMENT	\$2	JABBAR, ABDUL	THE CORPORATION OF THE TOWN OF MARKHAM	C
65R33243	2011/09/19	PLAN REFERENCE				C
YR1798685	2012/03/22	NOTICE		THE CORPORATION OF THE TOWN OF MARKHAM	JABBAR, ABDUL	C
YR1831774	2012/06/01	TRANSFER	\$10	JABBAR, ABDUL	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1832072	2012/06/01	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1832073	2012/06/01	NO ASSGN RENT GEN		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.		C
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LTD.		C
YR2222713	2014/11/28	CONSTRUCTION LIEN	\$195,012	GLOBAL MECHANICAL LTD.		C
YR2230304	2014/12/11	CONSTRUCTION LIEN	\$226,447	FRENDEL KITCHENS LIMITED		C

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LAND  
REGISTRY  
OFFICE #65

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 4  
PREPARED FOR LynnLeel  
ON 2015/05/15 AT 15:17:30

02963-3587 (LIT)  
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2232092	2014/12/15	CONSTRUCTION LIEN	\$501,133	2050491 ONTARIO INC.		C
YR2233490	2014/12/17	CONSTRUCTION LIEN	\$132,902	GLOBAL PRECAST INC.		C
YR2235281	2014/12/19	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC		C
YR2236748	2014/12/24	CONSTRUCTION LIEN	\$81,519	TRIUMPH ROOFING & SHEET METAL INC.		C
YR2237716	2014/12/30	CONSTRUCTION LIEN	\$822,797	DIRCAM ELECTRIC LIMITED		C
YR2237952	2014/12/30	CONSTRUCTION LIEN	\$62,154	GREAT PYRAMID ALUMINUM LTD.		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAM WASTE & RECYCLING INC.		C
YR2238636	2015/01/02	CONSTRUCTION LIEN	\$11,978	PROCAN INC.		C
YR2242380	2015/01/13	CERTIFICATE		FRENDEL KITCHENS LIMITED	JADE-KENNEDY DEVELOPMENT CORPORATION MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR	YR2230304			
YR2248368	2015/01/27	CONSTRUCTION LIEN	\$601,566	IMPERIAL TRIM SUPPLY LTD.		C
YR2248401	2015/01/27	CERTIFICATE		GLOBAL MECHANICAL LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: YR2222713 & YR2222182				
YR2248965	2015/01/28	CERTIFICATE		GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
		REMARKS: CERTIFICATE OF ACTION FOR	YR2235281			

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2249226	2015/01/29	CERTIFICATE		GLOBAL PRECAST INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
	REMARKS: YR2233490					
YR2251585	2015/02/03	CERTIFICATE		TRIUMPH ROOFING & SHEET METAL INC.		C
	REMARKS: CERTIFICATE OF ACTION FOR YR2236748					
YR2253220	2015/02/06	CERTIFICATE		DIRCAM ELECTRIC LIMITED	JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
	REMARKS: CERTIFICATE OF ACTION					
YR2253274	2015/02/06	CERTIFICATE		2050491 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LTD. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	C
	REMARKS: CERTIFICATE OF ACTION					
YR2254098	2015/02/10	CONSTRUCTION LIEN	\$89,648	MJC CONTRACTING 2014 INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C
YR2254601	2015/02/10	CAU AGR PUR & SALE	\$2,499,986	JADE-KENNEDY DEVELOPMENT CORPORATION	PRIMONT HOMES (HARMONY) INC.	C
YR2254630	2015/02/11	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA AVIVA INSURANCE COMPANY OF CANADA	C
	REMARKS: CERTIFICATE OF ACTION - YR2237952					
YR2255767	2015/02/13	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION	C
	REMARKS: YR2222710 - CERTIFICATE OF ACTION					
YR2262436	2015/03/03	CONSTRUCTION LIEN	\$11,112	SKYWAY CANADA LIMITED		C
YR2264794	2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION	C

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REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2271382	2015/03/27	CERTIFICATE		MJC CONTRACTING 2014 INC.	MADY CONTRACT DIVISION LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION  JADE-KENNEDY DEVELOPMENT CORPORATION HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKHAM AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BMW GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BMW CANADA INC. BMW CANADA INC.	C
YR2276999	2015/04/10	CERTIFICATE		REMARKS: YR2254098 REMARKS: CERTIFICATE OF ACTION RE: YR2262436 SKYWAY CANADA LIMITED		C

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# APPENDIX “C”

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 24th day of November, 2011.

BETWEEN:

PRIMONT HOMES (HARMONY) INC.  
(hereinafter called the "PURCHASER")

- and -

JADE-KENNEDY DEVELOPMENT CORPORATION  
(hereinafter called the "VENDOR")

Lands - The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser, those lands described in Schedule "D-Description" for the construction of 15 dwelling units (the "lots/units" or "lands") as shown on a draft plan annexed hereto as Schedule "P-Plan(s)" (the "Plan") for the purchase price and on the terms hereinafter set out.

Payment Terms - The Purchase Price payable for the lots/units is THREE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS (\$3,499,986.00) Dollars calculated and payable as set out in Schedule "F-Financial".

Closing Date - The Closing Date shall be that date which is defined in Schedule "C - Closing & Adjustments".

The following Schedules attached hereto form part of this agreement.

- C - Closing & Adjustments
- F - Financial
- L - Levies
- R - Restrictions
- T - Terms
- D - Description
- G - General
- M - Mortgage
- P - Plan(s)

Irrevocable Date - This Offer shall be irrevocable by the Purchaser until the 29<sup>th</sup> day of NOV, 2011, after which time if not accepted, this Offer shall be null and void.

DATED AT Vaughan, ONTARIO this 25<sup>th</sup> day of November, 2011.

IN WITNESS WHEREOF the Purchaser has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

Purchaser's Address:

25 Brodie Drive, Unit 2,  
Richmond Hill, Ontario  
L4B 3K7

PRIMONT HOMES (HARMONY) INC.

Per: [Signature]  
Joe Montesano, A.S.O.

Purchaser's Solicitors:

Gray & Associates  
111 Zenway Blvd., Unit 37  
Vaughan, Ontario  
L4H 3H9  
Attention: Robert J. Gray

I have the authority to bind the corporation.

THE UNDERSIGNED hereby accepts the above offer and covenants to be bound by the terms thereof this 21 day of DEC, 2011.

Vendor's Address:

8791 Woodbine Avenue, Suite 100  
Markham, Ontario  
L3R 0P4

JADE-KENNEDY DEVELOPMENT CORPORATION

Per: [Signature]

I have the authority to bind the corporation.

Vendor's Solicitors:

Mary-Ann Keefner  
Miller Canfield  
Suite 300  
443 Quellerie Avenue  
Windsor, Ontario  
N9A 6R4

Phone: (519)561-7409  
Fax: (519) 977-1566

H.S.T. Registration No. of Vendor: 821930955RT0001

H.S.T. Registration No. of Purchaser: \_\_\_\_\_

SCHEDULE "C-Closing and Adjustments"

1.1 Closing Date

November 24, 2011 - 15 dwelling units  
Ven. Init. [Signature] Pur. Init. [Signature]

Subject to the provisions of Section 2.1 of Schedule "G-General" attached hereto the Closing Date shall be that date which is ten (10) days after the date upon which the Vendor delivers written notice to the Purchaser of completion of permit servicing requirements, (a "Closing Notice"), together with a letter or certificate from the Vendor's Consulting Engineer confirming such completion of permit servicing requirements, as defined in paragraph 1.2 hereof, provided that in no event shall the Closing Date be prior to March 1, 2012.

1.2 Completion of Permit Servicing Requirements

Completion of "permit servicing requirements" shall mean residential zoning finalization, installation of hydro and gas service, completion of rough grading in accordance with the provisions Schedule G-General subparagraph 3.1(i) hereof and installation of sufficient water, sanitary and storm services, together with vehicular access to the lot/unit by a builders road as extended to an existing Municipal road (which road may not have been assumed by the Municipality as of the Closing Date) so that a building permit would be available (which may restrict occupancy until Municipal/Regional requirements to be fulfilled by the Purchaser in accordance with its obligations herein or as required in any development agreement with the Municipality, have been satisfied) for such lot/unit after the usual processing time if the Purchaser were to make proper submission in accordance with Municipal/Regional requirements (including, if required, obtaining Municipal site plan approval) and make payment of the required site plan application fee, building permit fee and any requisite security/damage deposit, and if the requisite Vendor's Levies were paid therefor in accordance with the terms of this Agreement.

1.3 Separate Closing Dates

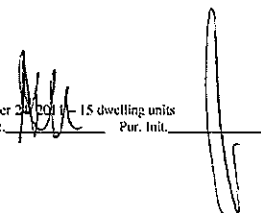
Provided that in the event the Vendor is unable to complete permit servicing requirements for all of the lots/units at one time, the Vendor may establish separate Closing Dates for the lots/units for which completion of permit servicing requirements has been obtained from time to time.

1.4 Extension of Permit Servicing Date

It is a condition of this Agreement that permit servicing requirements, as hereinbefore defined, shall have been completed with respect to all of the lots/units on or before September 30, 2012. In the event that the Vendor has not completed permit servicing requirements on or before September 30, 2012, the Purchaser or the Vendor may, in their discretion, by written notice to the other, extend the date by which such condition is to be fulfilled for three (3) successive periods of six (6) months each, provided that any notice to extend shall be given prior to or within 10 days following the expiry of the conditional period which is to be extended, and provided further that the Vendor may deliver a Closing Notice pursuant to the provisions of Section 1.1 hereof at any time during any such extended period. In the event that the date by which such condition is to be fulfilled is not extended as aforesaid by the Purchaser or the Vendor from time to time, and in any event, if the condition has not been fulfilled by the expiry of the last of the extended period or periods, then thereupon this Agreement shall be null and void with respect to the lots/units for which permit servicing requirements have not been completed and the Vendor shall, within 10 days thereafter repay to the Purchaser all deposit monies paid under this Agreement with respect to the lots/units for which permit servicing requirements have not been completed, without interest or deduction whatsoever.

1.5 This Agreement shall be conditional for a period of fifty (50) business days following execution by both parties hereto, upon the Vendor's lender(s) consenting to this Agreement. This condition has been inserted for the sole benefit of the Vendor and may be waived by the Vendor by notice in writing to the Purchaser at any time prior to the expiry of the fifty (50) business day period. In the event that notice in writing from the Vendor has not been received by the Purchaser prior to the expiry of the fifty (50) business day period that the condition set out in this paragraph has been waived or satisfied, then this Agreement shall be at an end and the terms and conditions herein shall be null and void, the Purchaser's deposit shall be returned in full without interest or deduction, and the parties hereto shall be relieved of any obligation or liability hereunder.

November 24, 2011 - 15 dwelling units  
Ven. Init. \_\_\_\_\_ Pur. Init. \_\_\_\_\_



SCHEDULE "D- Description"

A. Lands

The Purchaser agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser, all and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Markham (the "Municipality"), in the Regional Municipality of York (the "Region"), legally described as Parts 10 and 11, Plan 65R-30830, less the laneway lands to be severed, Part 10 on Plan 65R-33243 and Part of Lot 2, Plan 2196, Markham, designated as Parts 1, 3 and 4, Plan 65R-6546, except Parts 1 to 8, both inclusive, Plan 65R-27668, for the construction of 15 dwelling units (the "lots/units" or "lands"), as more fully described below and shown on the draft plan annexed hereto as Schedule "P-Plan" (the "Plan") for the Purchase Price hereinafter set out and on the terms set out in Schedule "F-Financial" annexed hereto.

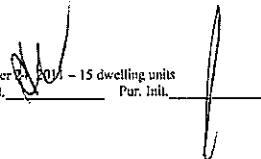
The Purchase Price payable for the lands is calculated and payable as follows:

- |                      |   |                     |
|----------------------|---|---------------------|
| (i)                  | Lots __ and _____ (being for construction of 2 fully detached dwelling units) as outlined in green on the Plan, each said lot having a frontage of no less than 30.0 feet (measured at the front minimum setback line) and, upon each of said lots the municipal zoning is to permit the construction of one fully detached dwelling unit as shown on the Plan.<br><u>(\$273,570.00 per lot (\$9,119.00 per front foot) x 2)</u>                      | \$ 547,140.00       |
| (ii)                 | Lots __ (all inclusive, being for the construction of 13 townhouse dwelling units) as outlined in orange on the Plan, each said townhouse unit having a frontage of no less than 18.0 feet (measured at the front minimum setback line) and; upon each of said Lots the municipal zoning is to permit the construction of townhouse dwelling units as shown on the Plan.<br><u>(\$227,142.00 per townhouse lot (\$12,619.00 per front foot) x 13)</u> | <u>2,952,846.00</u> |
| TOTAL PURCHASE PRICE |   | \$ 3,499,986.00     |

As the context requires, in this Agreement the term "lot/unit" or "lots/units" shall mean the whole of that part of the subject lands on which one fully detached dwelling(s), or townhouse dwelling(s), as applicable is (are) to be constructed and the term "lands" shall mean all of such lots/units set out in Schedule "D-Description".

SCHEDULE "F-Financial"



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Payment Terms

follows: The Purchase Price payable for the lots/units is \$3,499,986.00 payable as

- (a) The sum of \$349,998.60 representing 10% of the Purchase Price (the "first deposit") shall be paid upon acceptance hereof to the Vendor's Solicitor as a deposit, and a proportionate part of the first deposit is to be applied from time to time on account of the Purchase Price of a lot/unit when conveyed to the Purchaser.
- (b) The sum of \$174,999.30 representing 5% of the Purchase Price (the "second deposit") shall be paid to the Vendor's Solicitor as a further deposit forthwith following registration of a reference plan for the roads and lanes for the lands, to be held by the Vendor's Solicitor pending completion or other termination of this Agreement, and a proportionate part of the second deposit is to be applied from time to time on account of the Purchase Price of a lot/unit when conveyed to the Purchaser.
- (c) The sum of \$349,998.60 representing 10% of the Purchase Price (the "closing funds"), shall be paid to the Vendor on the Closing Date established as hereinbefore provided, and a proportionate part of the closing funds is to be applied from time to time on account of the purchase price of a lot/unit conveyed to the Purchaser.
- (d) For the unpaid balance of the Purchase Price the Purchaser agrees to give and the Vendor agrees to take back a mortgage bearing interest at the rate of five (5%) per cent per annum calculated and payable semi-annually, provided that such mortgage shall bear no interest for the first nine (9) months following the Closing Date. In the event that the Closing Date occurs on or after November 15<sup>th</sup> and before March 1<sup>st</sup> of any year, the interest free period under the vendor-take-back mortgage shall be extended for a period equal to the number of days from the Closing Date to March 1<sup>st</sup> following. The unpaid balance of the principal amount of such mortgage together with interest thereon, shall be paid in full within twenty-four (24) months of the Closing Date, and said mortgage shall contain the additional provisions set out in Schedule "M" annexed hereto.
- (e) In the event the Purchaser requires more than one transfer for the lands, it shall pay to the Vendor's solicitors the sum of \$125.00 for each additional transfer after the first transfer.

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SCHEDULE "G - General"

ARTICLE I:

1.1 Realty Taxes and Meter/Connection Charges

- (a) From and after the Closing Date the Purchaser covenants that it shall, on a per lot/unit basis, pay all Municipal realty taxes (excluding local improvement charges and Vendor's Levies), rates and assessments due and payable with respect to the lots/units.
- (b) The Purchaser covenants that it shall, on a per lot/unit basis and with respect to water/hydro service connection and water/hydro meter charges for the lots/units, pay such costs to the Municipality or to the local Hydro Electric Commission as required, or to the Vendor on the Closing Date if previously paid by the Vendor.

ARTICLE II

2.1 Planning Act and Registration

This agreement is made pursuant to the provisions of the Planning Act (Ontario), as amended, (the "Act") and it is a condition of closing that the lands are may be conveyed to the Purchaser in compliance with the provisions of the Act on or before the Closing Date.

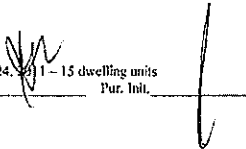
ARTICLE III

3.1 Vendor's Services

The Vendor agrees to pay for and to install and complete the following matters and services (herein called the "Vendor's services") in accordance with the requirements of the Municipality and any other duly constituted authorities, as provided for in any agreements entered into, or to be entered into between the Vendor and the Municipality, Region or public utility (individually and collectively the "Development Agreement"), and the same are included in the sale price herein:

- (a) To construct functioning storm and sanitary sewers and, if required, a foundation drain collector system, to service each lot/unit and to connect the same to municipal trunk sewers, and to provide a lateral connection to the lot line of each building site;
- (b) To construct functioning water service to each lot/unit, and to connect the same to the municipal service, and to provide a lateral connection to the lot line of each building site;
- (c) To provide functioning hydro-electric service within the main electrical trench adjacent to the lot line of each lot/unit by the Closing Date, and, if and as required by the Municipality, to provide street lights and a lighting system along the roadways and laneways;
- (d) To provide functioning gas service adjacent to the lot line of each lot/unit by the Closing Date;
- (e) To provide functioning Cable TV service and functioning telephone service to the lot line of each lot/unit as required by the Municipality.
- (f) To construct paved roads along the frontage of each lot/unit in accordance with the municipally approved plans therefor, provided that as of the Closing Date the roads may only be at base course asphalt, in which case the Vendor shall complete the top course of asphalt at a later date;
- (g) To construct two-stage curbs with driveway depressions, and, if and as required by the Municipality, public sidewalks and walkways;

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- (h) Except as otherwise provided for in this Agreement, to construct and maintain, as required by the Municipality or Region under the Development Agreement, all berming, acoustic barriers, acoustic fencing and landscaping required to be installed pursuant to the provisions of the Development Agreement affecting the lots/ and to complete and install all trees and other improvements required by the Development Agreement to be constructed or located on the boulevards at the front, rear or flankage of the lots/units herein other than boulevard grading, topsoiling and sodding to be done by the Purchaser. Notwithstanding the above, the Purchaser shall pay to the Vendor on closing, the Vendor's estimate of the cost of any tree planting on the lots/units or boulevards fronting or flanking the lots/units as required by the landscaping plan approved by the Municipality. The amount payable by the Purchaser to the Vendor as aforesaid unit shall be the estimated sum of Seven Hundred Fifty (\$750.00) Dollars per lot/unit, plus H.S.T. thereon, and the aforesaid amount shall be payable by the Purchaser to the Vendor on the Closing Date.
- (i) Except as otherwise provided for in this Agreement, to comply with and complete all requirements external to the lot line of the lots/units herein as may be contained in the Development Agreement, engineering agreement or any other development agreement affecting the lands, including without limitation all water drainage works external to the lot line of the lots/units, and all perimeter retaining walls or internal retaining walls in accordance with the lot grading control plan and/or slope stability works as may be required by the approved lot grading plans in respect of any lots/units backing to a ravine and/or water course, provided that the Purchaser shall be responsible to grade, topsoil and sod the boulevards, to construct internal retaining walls if required, other than those which are the responsibility of the Vendor hereunder, and to construct, install and pave all driveway aprons in accordance with municipal and/or Vendor's requirements therefor;
- (j) To rough grade the untreed portion of the lots/units to an average depth below approved finished grade levels by the Closing Date as set out in **Schedule "T-Terms"** annexed hereto, and to provide on the Closing Date a certificate from the Vendor's Engineer confirming such rough-grading which shall be deemed to be conclusive evidence that such rough-grading has been completed in accordance with the terms of this Agreement.

3.2 Levies - See **Schedule "L-Levies"** annexed hereto.

3.3 Delays

Provided that work is proceeded with expeditiously, the Vendor is not to be responsible for any delay, modification, interruption or discontinuance in the installation of the aforesaid services caused by strikes, riots, acts of violence, weather, floods, litigation, default by its contractors, or any matter or thing beyond its control; nor shall the Vendor be held responsible for any failure or delay experienced by the Purchaser in obtaining building permits or occupancy, and the Vendor shall not be liable for damages.

#### ARTICLE IV

4.1 Construction Progress

- (a) After the Closing Date, the Purchaser covenants to proceed with construction in a normal, orderly and continuous manner until construction on all of the lots/units has been completed. All improvements upon the lands shall become fixtures and shall not be removed or destroyed until all monies payable by the Purchaser hereunder shall have been paid in full.
- (b) The Purchaser covenants that its building operations on the Lands shall comply with the Ontario Health and Safety Act and indemnifies the Vendor with respect thereto.

4.2 Indemnification for Service Damage

The Purchaser covenants to indemnify and save harmless the Vendor from all damage/interference which may be caused to water boxes, hydrants, grade/lot/P.U.C. stakes, survey bars, fencing, roadways, curbs, ditches, culverts, hydro electric works,

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Vendor's services, or other Municipal/Regional/P.U.C. services within the road allowances, easements, or on or adjacent to or pertaining to the lots/units purchased by the Purchaser; and also against all damages elsewhere which may be caused by the Purchaser, its contractors, servants, agents, workmen, vehicles, materials and/or equipment; and also against all loss or damage arising out of the Purchaser's failure to observe and perform any of its covenants and obligations under this Agreement.

#### 4.3 Performance Security

- (a) In addition to the Purchase Price, the Purchaser agrees to pay to the Vendor on the Closing Date for each lot/unit, the sums and on the terms as set out in **Schedule "T-Terms"**, as a security deposit for the performance of all the Purchaser's obligations under this Agreement. Such sum shall in no way be deemed to limit the liability of the Purchaser and in the allocation and estimation of damages, the decision of the Vendor's Consulting Engineers shall be final and binding. Upon the Vendor or the Vendor's Consulting Engineers giving the Purchaser 10 days prior notice that the Purchaser is responsible for damage/interference to/with the water boxes, hydrants, grade/lot/P.U.C. stakes, survey bars, fencing, land grades/ drainage, sidewalks, roadways, curbs, ditches, culverts or other Vendor's or Municipal/Regional/P.U.C. property or services, or that the Purchaser has failed to observe or perform any of its covenants and obligations herein, and if the Purchaser does not (within such 10 day period, weather permitting) diligently proceed to rectify such damage or cure any such default (provided that any such damage/interference which might adversely affect the Vendor's service installation guarantee/ warranty shall be rectified by the Vendor's service installers) the Municipality/Region/P.U.C. may complete/rectify the matter or the Vendor may engage the Vendor's service installer to do such work as is necessary to rectify the said damage/interference or breach and forthwith upon receipt of invoices therefor, the Purchaser will pay the cost of such completion/ rectification work and expenses referable thereto. Provided that the Vendor shall not be required to notify the Purchaser in the event any damage to development services is in the nature of an emergency. The aggregate sum so paid by the Purchaser under this Agreement by way of security shall be held by the Vendor, subject to the following, until complete acceptance by the Municipality/Region of the development in which the lots/units are located, the release of all bonds/security therefor and the release of all obligations of the Vendor under the said Development Agreement therefor. In the event of damage done as aforesaid, including a change in driveway location, an adjustment of water boxes to grade, or adjustment to the grade of the lands, or should the Purchaser or anyone for whom it is responsible fail to maintain the lots/units during building operations or contaminate in any way any roads or lands inside or outside the lands, as determined by the Vendor's Consulting Engineers, then the Vendor may rectify the same and if the Vendor is not reimbursed therefor forthwith upon demand, the Vendor may deduct the cost thereof from the aforesaid security. The security shall be maintained in the original amount until the Purchaser is entitled to the return/ release thereof as aforesaid whereupon the amount to be returned to the Purchaser shall be the excess after deduction of an amount of rectification/repair which is the Purchaser's responsibility.
- (b) The Purchaser agrees to post and maintain all letters of credit that may be required by any municipal and/or governmental authority relating to construction on the lands, as determined by the Vendor's Engineer.

#### 4.4 Inspection of Services Prior to Building Operations

Forthwith after the Closing Date, and prior to commencement of construction operations by the Purchaser on those lots/units for which a Closing Date has been established, the Purchaser and Vendor mutually agree to cause their respective representatives to attend at the lots/units to inspect the services installed by the Vendor and rough-grading and to compile a detailed list of all existing damages or defects in or to the services, including missing survey stakes and buried water boxes and keys. Such compiled list of damages shall be signed on behalf of both the Vendor and the Purchaser, and the Purchaser shall not under any circumstances be responsible for the cost of repair, rectification or replacement of such existing damages or defects, and the Vendor shall not apply any portion of the security deposit paid by the Purchaser pursuant to this Agreement in respect of the repair, rectification or replacement of any such existing damages to the services.

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4.5 Authority of Vendor's Consulting Engineers

The Vendor's Consulting Engineers for this development shall be the authority for the development of the lands as a whole and will determine permit servicing completion, compliance/ non-compliance with the Purchaser's/Vendor's non-monetary obligations hereunder and responsibility for damages and cost therefor, both of whom agree to abide by such engineer's decision.

4.6 Lot Servicing/Works

The Purchaser shall make all applications and pay all charges pertaining to lot servicing/works (including without limitation, hydro, water and sewer services, save and except for those Vendor's services and levies expressly described herein as the Vendor's responsibility). In addition, the Purchaser shall pay all charges for building permit fees and charges for use of water and hydro during construction and shall at its own expense comply with all applicable regulations and requirements to obtain building permits.

4.7 Pre-Construction Approval of Drawings

The Purchaser covenants and agrees that the dwellings or driveways to be erected on the land will be planned and sited in conformity with the service lateral locations at the lot line designated by the appropriate authorities and/or Vendor's Consulting Engineers. In order to ensure that any building to be erected on the lands is in conformity with the overall grading and slope stability plan(s) and service lateral locations and architectural control criteria for the lands, the Purchaser covenants and agrees not to commence construction or building operations until it has obtained for each part of the lands the approval of the Vendor's Consulting Engineers and Architect to three (3) sets of drawings and site plans which shall include locations of building(s), walkway(s), driveway(s), easement(s), fencing, walls, gradings, architectural features of the site, surface drainage, landscaping proposals, existing trees, exterior elevations showing all elements of the design and materials, textures, finishes and floor elevations, elevation of footings (special attention is to be given to the design of footings for buildings constructed on engineered fill), first floor level, side door elevation, door entries and lateral inverts at lot line, and pay the Vendor on the Closing Date the Vendor's Consulting Engineer's and Architect's applicable charges therefor at the rate as set out in **Schedule "T-Terms"** annexed hereto, provided that in the event that the Vendor's Consulting Engineer or Architect are required to review the drawings and site plans more than twice in providing their approval, the Purchaser shall pay to the Vendor all required additional fees, and the Purchaser covenants and agrees to construct in accordance with these approvals, the provisions hereof and the provisions of the Development Agreement, and in accordance with all other applicable requirements. In the event that the dwelling and/or driveway constructed or to be constructed on any lot/unit is not planned or sited in conformity with the designated service lateral locations at the lot line, then the cost of re-positioning any of the Vendor's or Municipal/Regional/P.U.C. services shall be borne by the Purchaser and paid forthwith upon the Vendor's request.

4.8 Non-interference with Services

From and after the Closing Date for each lot/unit the Purchaser shall be entitled to commence and carry on building operations thereon until default occurs. The Purchaser shall not interfere with the installation of services, shall keep the weeds down and maintain all vacant lots/units and shall commit no waste other than is reasonable and be properly attendant upon the construction to be carried out on the lands in accordance herewith. The Purchaser shall not by act or omission cause any damage to any lands nor permit any building waste, debris or other material to be placed on any land not approved therefor by the Municipality and/or Vendor's Consulting Engineers. The Purchaser covenants to keep all adjacent road allowances and boulevards clear and free of all materials and obstructions. Upon notice that any service is to be installed in the boulevards adjacent to any lot/unit, the Purchaser shall forthwith remove any extra fill and grade the boulevards to the grade levels established in conformity with Municipal requirements, in default of which, the Vendor may remove such fill and grade the boulevards at the Purchaser's expense. The Purchaser covenants not to clog, fill, alter, obstruct, remove or interfere with any gutter, swale, or drain, and to clean up any dirt on the road in front of (and flanking) the lots/units forthwith upon notice from the Municipality,

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the Vendor or the Vendor's Consulting Engineers. If it becomes necessary to clean such roads, the cost shall be borne by the Purchaser and paid upon demand.

#### 4.9 Restrictions and Municipal Compliance

The Purchaser agrees to accept the property subject to the restrictive covenants set out in **Schedule "R-Restrictions"** annexed hereto and to all municipal building and other restrictions, notices and warning clauses, which may now exist or hereafter be imposed, provided that the same do not prohibit construction of residential building(s) on each lot/unit in accordance with the applicable municipal zoning by-law therefor. The Purchaser acknowledges that it is aware that the Municipality and perhaps other duly constituted authorities may regulate and restrict the use of the lands, and architecture, character, location, size and use of buildings and structures thereon, the preservation of trees, the disposition of earth and other matters relating to the development and use of the lots/units and the provision and/or maintenance of fire protection by the designation of fire break lots. The Purchaser covenants and agrees to strictly observe, perform and adhere to the provisions hereof and to all regulations and restrictions enacted by the Municipality, Region or other competent authority as may be applicable from time to time with respect to the construction upon the lands herein, and the use and occupancy thereof, whether such regulation and restriction be imposed by by-law, Development Agreement or otherwise, including, without limiting the generality of the foregoing, grading/topsoiling/ sodding, tree planting, and other matters of this nature on the land and adjacent boulevards. The Purchaser covenants to take all steps to prevent, in its building operations, breaches of the provisions hereof and the applicable provisions of the Municipality or other competent authority, and to enforce compliance therewith. In the event any of the lots/units are required by the Municipality/Region to be fenced and/or adjoin a public walkway, the Purchaser shall, in the sale agreement with the homebuyer from it of the dwelling constructed on such lots/units, notify him of the location and specifications of such fencing and/or walkways.

#### 4.10 Occupancy Compliance

The Purchaser covenants and agrees that no dwelling to be constructed on the lands purchased herein shall be occupied contrary to the applicable requirements of the Municipality, Region or other competent authority, and if such non-occupancy is by reason of any non-completion or default of any work or service within the lot/unit, the Purchaser shall indemnify the Vendor with respect thereto and shall provide any interim services within the lands required therefor.

#### 4.11 Non-obstruction of Easements and Co-ordination with Servicing

The Purchaser covenants and agrees not to obstruct the easements granted, or to be granted to the local public utility commission or to the local water/hydro electric commission (herein collectively called the "P.U.C.") or to the local gas, phone, cable and other service suppliers (herein collectively called the "G.P.C."); nor to impede access by the P.U.C. and G.P.C. and its or their contractors to the site; nor to build upon such lots/units which may be designated by the P.U.C. for safety reasons with respect to temporary overhead lines if any; and to pay any extra expenses incurred by the P.U.C. as a result of any change in grades/ elevations/siting or property markers subsequent to the initial site marking; and to pay for relocation of services due to the Purchaser's failure to comply with approved siting or clearances required by the P.U.C./G.P.C.; and to keep the P.U.C./ G.P.C. advised with respect thereto and to co-ordinate its building program to permit the underground installation work to proceed on a "mass production" basis with minimum interference with such service installation, and to pay any extra expense incurred by the P.U.C./G.P.C. because of the Purchaser's programming; and to provide such staking and trenching on each lot/unit as may be required by the P.U.C./G.P.C. for the purpose of underground connections from the mains to the dwelling house erected or to be erected on each lot/unit and to backfill such trenches to the satisfaction of the P.U.C./G.P.C.; and to make provisions for the appropriate meters at the location and to the standards of the P.U.C./G.P.C.; and to make and pay for all applications for hydro/water service, including temporary service, and pay forthwith upon the Vendor's request, the costs and charges for P.U.C./G.P.C. service from the mains adjacent to the lot line to and including the meters. The Purchaser further covenants to do all work and pay all monies required to have P.U.C./G.P.C. services installed underground within the lands.

#### 4.12 Excavation and Fill/Topsoil

No excavation shall be made on the lands except excavation for the purpose of building and servicing pursuant to the requirements of the appropriate authorities and

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provisions hereof. The Vendor shall strip topsoil from the lands and stockpile the topsoil removed to a location within the development (but not on the subject lots) or in the vicinity thereof. The Purchaser shall, under the direction and authorization of the Vendor's Consulting Engineers, have the right in common with other builders in the development to the use of the topsoil so stockpiled for the purpose of preparing the lands for sodding. Further, no soil, sand, gravel, fill or other similar material shall be removed from the said lands by the Purchaser or by anyone for whom the Purchaser is responsible, except with the prior permission of the Vendor, and the Vendor shall have the right to use any such soil, sand, gravel, fill or other similar material, provided that the Vendor removes the same from the lands, but the Vendor shall not be obliged to do so if it does not require the same.

The Purchaser will not however, dispose of any such soil, sand, gravel, fill or other similar material within the Vendor's development, except by means and to a location approved by the Vendor and/or the Vendor's Consulting Engineers, and shall indemnify the Vendor with respect to any default thereof. The Purchaser shall be responsible to provide and/or remove at its own expense, any additional fill therefor and surplus materials therefrom, as may be required by the Vendor's Consulting Engineers.

#### 4.13 Adverse Soil Conditions

The Purchaser shall plan and site a residential unit on each lot/unit so as to minimize additional excavation and foundation costs (approval of siting under Section 4.7 hereof shall constitute compliance with this requirement). If by reason of adverse soil conditions, the Purchaser is required to excavate below the normal construction depth as shown on **Schedule "T-Terms"** annexed hereto, the Vendor shall reimburse the Purchaser for the additional excavation and foundation cost below the normal construction depth at the rate(s) also shown in **Schedule "T-Terms"** annexed hereto. Upon the Purchaser becoming aware of adverse soil conditions, the Purchaser shall forthwith stop construction operations and notify the Vendor or the Vendor's Consulting Engineers to attend at the lot/unit so affected within 72 hours of such written notification to inspect the same and determine the adverse soil cause, extent and rectification method (including adjustment of siting) in accordance with good engineering practice. Prior to the Purchaser's backfilling of the additional foundation work, the Purchaser shall give the Vendor or Vendor's Consulting Engineer 48 hours notice thereof, so that the Engineer may inspect and verify the completion of the additional foundation work. The Purchaser shall pay the Vendor's Consulting Engineers their fees for the inspection and verification undertaken by the Vendor's Consulting Engineers in accordance with the foregoing provisions if it is determined that there is no compensation due to the Purchaser, otherwise the Vendor shall be responsible for such fees. The Vendor's Consulting Engineers shall be the final authority as to the Purchaser's entitlement to compensation pursuant to this paragraph and the Vendor's Consulting Engineers' decision shall be binding upon the parties without recourse to appeal or objection. The amount so payable on a per lot/unit basis shall be allowed as a credit to the Purchaser in reduction of the unpaid balance of the Purchase Price of each lot/unit so affected at the time of payment of the unpaid balance of the Purchase Price of each lot/unit. The parties hereto agree that should the amount for adverse soil conditions for any lot/unit exceed the maximum amount shown in **Schedule "T-Terms"** annexed hereto, (which amount shall represent the Vendor's maximum per lot/unit responsibility for compensation to the Purchaser), the Purchaser shall be liable for all costs in excess of such maximum amount per lot/unit. If the Vendor's Consulting Engineer determines that the whole or any part of the Purchaser's claim for compensation for additional construction costs arises by other than adverse soil conditions and/or referable to a residential dwelling which is not planned and sited to minimize additional construction costs, the Vendor shall not be liable to reimburse or compensate the Purchaser in respect of the Purchaser's claim.

The Vendor covenants to advise the Purchaser in writing by no later than the Closing Date of any lots/units wherein the original soil or fill was replaced with other compacted material. The Vendor covenants that such compacted material will be compacted as required by municipal building standards. The Vendor covenants to deliver to the Purchaser on or before the Closing Date a certificate issued by the Vendor's Consulting Engineer or soil engineer attesting to the Standard Proctor Density in the areas of the lots/units as determined by the Vendor's Consulting Engineer of such compacted material for each affected lot/unit (the "Engineered Fill Lot").

#### 4.14 Grading Adherence, Boulevard Grading and Sidewalks

The Purchaser covenants to apply for and obtain lot/unit grading plan approval from the Vendor's Consulting Engineers before building permit application and to adhere to the same, and be responsible for completing and maintaining the grades and drainage of the lands and adjacent boulevards in accordance with the municipally

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approved grades, elevations and levels required. Any grade/drainage deviation from those approved by the Vendor's Consulting Engineers may be corrected by the Vendor at the Purchaser's expense, and the Vendor shall have the right of entry, subject to 10 days notice of default to the Purchaser as aforesaid, weather permitting, for the purpose of rectifying the grades/drainage and if the cost thereof is not paid by the Purchaser forthwith upon demand, such cost shall be deemed to be a charge against such lands, and without limiting any other remedy available to the Vendor herein, any amounts theretofore paid by the Purchaser to the Vendor as security for damages to services as hereinbefore provided may, at the Vendor's option, be applied in and toward the rectification cost thereof. The decision of the Vendor's Consulting Engineers as to non-monetary default hereunder, the extent of such default, the method of rectification and the cost allocation therefor shall be final and binding on the Purchaser and the Vendor. The Purchaser shall be responsible for completing and maintaining the grades/ drainage of the boulevard between the lot line and the curb/curbline to the levels established by the Vendor in accordance with Municipal requirements. Upon notice of sidewalk installation, the purchaser will adjust the frontyard and corner lot/unit sideyard to rough grade levels, and if, as a result of improper grading, the cost of installing sidewalks is increased, then such additional cost shall be borne by the Purchaser and shall be payable in the manner aforesaid.

4.15 Grade Inspection, Topsoil/Sod, Driveway/Apron and Landscaping

The Purchaser covenants that immediately after topsoiling and after sodding to the required depth and level, the Purchaser will request a grade inspection by the Vendor's Consulting Engineers, and in the spring of the year after sodding, the Purchaser will request a final grade inspection from the Vendor's Consulting Engineers for issuance of a final grading approval certificate, and the Purchaser shall be obligated to pay the Vendor on the Closing Date the Engineer's charges for the initial and final grade inspection and issuance of a final grading approval certificate in the amount as set out in Schedule "T-Terms" annexed hereto. The Vendor's Consulting Engineers shall, weather permitting, inspect the lots/units within two (2) business days after receipt of a written request from the Purchaser for such inspection. The Purchaser covenants to topsoil and sod with No. 1 nursery sod the entire lot/unit and the area from the front and/or side lot line to the curb, excluding the sidewalk area. The topsoiling and sodding as aforesaid shall, weather permitting, be done within a reasonable time after the Vendor's request, and shall be of a depth and quality which is acceptable to the Municipality and/or the Vendor, and thereupon the water box shall be adjusted by the Purchaser in a manner satisfactory to the Vendor and the Consulting Engineer. Upon the Purchaser's completion of building operations, the Purchaser shall (weather permitting) pave the driveway apron as required by the Municipality, and complete the driveway (both to Vendor and Municipal requirements) and thereupon notify the Vendor and the Vendor's Consulting Engineers thereof.

4.16 Curb Depressions

The Purchaser shall furnish the Vendor within ten (10) business days after receipt of notice in writing from the Vendor, all necessary plot plans specifically showing locations for the curb depressions. The Vendor shall install the driveway depressions at the Vendor's expense in accordance with the Purchaser's plot plans provided the same are produced within the time limit aforesaid, or the location of such depressions shall be designated by the Vendor, in default of production of plot plans. The cost of re-positioning any services as required by the Municipality/Region/P.U.C. or any driveway not in conformity with the appropriate site plan as initially approved by the Vendor's Consulting Engineers shall be paid by the Purchaser forthwith on demand.

4.17 Backfilling

The Purchaser covenants and agrees that all excavations made for the purpose of connecting services adjacent to the lot/street line shall be backfilled with fully compacted material acceptable to the Municipality/Region, and if, in the opinion of the Vendor's Consulting Engineers, such backfilling has not been properly performed, to pay the Vendor forthwith on demand the full cost of rectification of any settlement or damage resulting therefrom. No swale or drain may be clogged, filled, altered or obstructed or removed without the consent of the Vendor's Consulting Engineers.

4.18 Gas Heating

The Purchaser covenants and agrees to construct dwelling units on the lands being purchased herein using gas heating and gas water heating. The Purchaser agrees to extract a similar covenant from anyone taking after it in title. This covenant shall include

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the remission to the Vendor herein of all rebates, bonus or other considerations paid by the supplier for the privilege of providing such heating service or which may arise from the use thereof, except that the Purchaser shall be entitled to such rebates etc. that relate to items that are paid for by the Purchaser, including the hot water tank installation charge which is customarily paid to a builder. If such installations have not been made by the Purchaser with respect to the lands at the time the Purchaser obtains a deed for such lot/unit, the deed may contain a provision to the foregoing effect or alternatively, title may be subject to a restriction to that effect.

4.19 Tree Preservation and Survey Bar Replacement

No living tree shall be cut down or removed from the lands without the consent in writing of the Municipality save as to those trees situate within the area upon which a dwelling and/or driveway is to be constructed. Forthwith after fine grading the lands and adjacent boulevards as herein provided and weather permitting, the Purchaser covenants to place topsoil thereon to Municipal requirements and to sod the same as hereinbefore provided. At the Purchaser's expense and payable forthwith on demand, the Vendor's surveyor shall be retained to replace any dislocated survey bars, and the water boxes thereon shall be adjusted accordingly in a manner satisfactory to the Vendor and the Municipal Engineer.

4.20 Street Numbers

The Purchaser covenants and agrees to provide and place in a conspicuous place on every building erected upon the lands a street number large enough to be easily read at all times from the street line in front of each dwelling, if such street numbers are required by the Municipality.

4.21 Pre-assumption Rectification

If prior to assumption of the development services, the Municipality requires the completion, rectification or undertaking of any work on any of the lots/units herein, such completion, rectification or undertaking shall be done by the Purchaser within 10 days written request thereof, weather permitting, failing which such may be done by the Vendor at the Purchaser's expense payable forthwith on demand.

ARTICLE V

5.1 Payment Defaults – Interest

In the event the Purchaser fails to make payment as and when required hereby, the payment amount shall bear interest at a rate per annum equal to five (5%) per cent above the prime commercial lending rate charged by the Canadian Chartered Bank designated by the Vendor (the "Vendor's Bank") as set out in Schedule "T-Terms" annexed hereto, to its best risk commercial customers, in effect from time to time thereafter, calculated from the due date to the day of payment.

5.2 Defaults

The Purchaser shall be in default pursuant to the provisions of this Agreement in each and every of the following events, namely:

- (a) Upon 15 days default in payment after delivery of written demand therefor by the Vendor to the Purchaser, of all or any portion of the purchase price or any other sum due hereunder;
- (b) Upon breach in the performance or observance of any other of the covenants, restrictions, stipulations or provisions to be performed or observed by the Purchaser and upon such breach not being cured within a reasonable time as determined by the Vendor from delivery of written notice thereof by the Vendor.
- (c) Upon the Purchaser becoming bankrupt or insolvent, or making a general assignment for the benefit of creditors, or upon the interest of the Purchaser in the lands herein being seized or sold under execution or distress, or upon

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any similar process being levied or enforced upon or against the lands or the Purchaser's interest therein.

- (d) Upon registration of a Construction Lien arising out of the construction operations undertaken by the Purchaser, its contractors, sub-contractors, servants or agents, or upon a Judgment or execution or similar process being enforced upon or against the subject lands or a portion thereof, and which said Construction Lien, judgment, execution or similar process has not been vacated or otherwise removed from title within 30 days of the Purchaser's receipt of written notice from the Vendor requiring removal of the same.
- (e) Upon assignment of this Agreement or upon the sale or other disposition of the whole or any part of the lands herein contrary to the provisions hereinafter set out in that regard.

### 5.3 Remedies on Default

Upon default by the Purchaser pursuant to the provisions of paragraph 5.2, the Vendor shall have the right to exercise any of the following (in addition to and without prejudice or affecting any other right the Vendor may be entitled to):

- (a) At the option of the Vendor, exercised by notice in writing to the Purchaser, the entire purchase price then outstanding and payable in respect of the lot/unit or lots/units which are the subject of such event of default, and any other monies remaining unpaid in respect of such affected lot/unit or lots/units shall immediately become due and payable; or
- (b) At the option of the Vendor, exercised by notice in writing to the Purchaser, all rights of the Purchaser to the lands (except any part thereof for which title has been previously conveyed by the Vendor) shall cease and determine and all moneys paid by the Purchaser shall be forfeit to the Vendor as liquidated damages and not as a penalty, and the Purchaser shall forthwith give up possession of such lots/units and shall execute and deliver to the Vendor a Release and registrable Quit Claim/Deed or Release therefor, free and clear of any mortgages, charges or encumbrances and the Vendor shall be entitled to retain such lots/units for its own use and benefit absolutely; or
- (c) At the option of the Vendor, exercised by notice in writing to the Purchaser (except for emergencies where no notice shall be required), the Vendor may perform or cause to be performed any obligation of the Purchaser hereunder and all payments, expenses, charges, fees and/or disbursements, including without limitation, service maintenance and bonding extension costs, levy increases, Vendor's Consulting Engineers' costs and any other costs incurred by the Vendor in respect of such default or obligation performance thereof shall be paid by the Purchaser forthwith upon the Vendor's request, and until paid shall bear interest at the rate per annum equal to 5% above the prime commercial lending rate of the Vendor's Bank from time to time.

### 5.4 Limit on Registration Against Title

In no event shall the Purchaser have any interest in the lands prior to the Closing Date and payment of the Closing Date deposit, and if prior to the Vendor's conveyance of any part of the lands:

- (a) The Purchaser or anyone claiming through or under it causes a cloud, caution or lien/encumbrance to be registered against title to the lands;

then in any such case, the Purchaser shall immediately withdraw or remove any such cloud, caution/ notice or lien/encumbrance or cause the same to be removed or withdrawn, upon notice from the Vendor or its solicitor requiring the same. In the event (except in the event of default by the Vendor hereunder) that such is not removed or withdrawn, as required within 15 days after such notification, the Purchaser or anyone claiming under or through it hereby irrevocably constitutes and appoints the Vendor as its or their attorney/agent to execute all documents and do all acts and pay all monies, at the Purchaser's expense, to remove or withdraw such from title and for so doing this shall be

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the Vendor's good and sufficient authority, and all expenses incurred by the Vendor therefor shall be paid to the Vendor by the Purchaser forthwith on demand and until paid shall bear interest at a rate per annum equal to 5% above the prime commercial lending rate of the Vendor's Bank from time to time and be a charge on each part of the lands.

5.5 No Assignment or Disposition of Unconstructed Lot

- (a) The Purchaser acknowledges that the Vendor has entered into this Agreement in reliance on the Purchaser's commitment to construct residential dwellings on the lots/units as provided herein, and accordingly the Purchaser will not permit a change in the existing control of the Purchaser in any manner whatsoever nor will it assign or directly or indirectly sell or agree to sell or otherwise dispose of the whole or any part of the lands herein, except for a sale or disposition of such part to a bona fide homebuyer of a dwelling unit constructed or to be constructed thereon.
- (b) Notwithstanding the provisions of paragraph (a) hereof, on or before the Closing Date, the Purchaser shall have the right to assign the benefit of this Agreement of Purchase and Sale to another corporation or corporations controlled by the principals of the Purchaser and upon such assignment and notification thereof in writing to the Vendor, the Purchaser named herein shall have no further liability whatsoever under this Agreement, and all rights and liabilities of the Purchaser pursuant hereto shall be those of such Assignee, as if such Assignee had executed this Agreement as Purchaser.

5.6 Indemnification and Insurance

The Purchaser shall indemnify and save harmless the Vendor from and against all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought against the Vendor or which the Vendor may sustain, incur or be put to either directly or indirectly by reason of the performance or non-performance of any other work on or in respect of the lands or elsewhere by the Purchaser, its contractors, servants, agents or workmen. It is further understood and agreed that the Vendor shall not be liable in respect of any claim, demand, action or proceeding which may be made or brought against the Purchaser by the purchaser or owner of any other lands, and the Purchaser shall indemnify and save harmless the Vendor in respect thereof. The Purchaser shall, at its own expense, during the currency of this Agreement, maintain such insurance as will protect it and the Vendor from any claims referred to in this paragraph, including liability insurance of no less than five million (\$5,000,000.00) dollars. Certificates of such insurance, wherein the Vendor is named as an insured party, shall be furnished to the Vendor no later than the date that the Purchaser or its representatives begin construction of a sales office upon the lands, or otherwise prior to the Closing Date, and shall be subject to the reasonable approval of the Vendor as to the adequacy and amount of protection. In the event that the Purchaser fails so to insure, the Vendor may take out such insurance and add any sum paid in so doing to the other monies payable hereunder.

5.7 No Waiver

No omission by either the Vendor or Purchaser to enforce the strict performance of their respective rights under this Agreement shall operate as a waiver of any such rights, and no waiver by either the Vendor or Purchaser of the performance by the other of any covenant or provision of this Agreement shall, of itself, constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant or provision.

ARTICLE VI

6.1 Requisitions

The Vendor shall not be bound to produce any abstract of title, title deeds, survey or other evidence of title, other than those in the Vendor's possession or control. The Purchaser is to examine the title to the lands at the Purchaser's own expense and is to have until seven (7) days prior to the Closing Date for that purpose, and shall be deemed to have waived all objections to title not furnished to the Vendor in writing within that time

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and by such omission to put objections in writing within that time, shall be deemed to have accepted the Vendor's title with respect thereto. In the event that the Purchaser shall furnish the Vendor in writing with any valid objection to title within the time limited above for such purpose, which the Vendor is unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void and the deposit money so paid shall be returned to the Purchaser without interest or deduction.

## 6.2 Title

Subject as herein provided, the Vendor agrees to convey the lands to the Purchaser free from encumbrance, except taxes not yet due or payable (but excluding local improvement rates and the Vendor's Levies), the Purchaser's obligations, covenants and restrictions herein contained, the applicable Municipal/Regional/P.U.C./provincial requirements now or hereafter enacted, and the Development Agreement or other agreements entered into or to be entered into between the Vendor and other authorities having jurisdiction therefor and the Purchaser covenants and agrees to include the applicable provisions therein in Agreements of Sale of the lands herein to the purchasers of the dwelling units to be erected thereupon, and to provide evidence to the Vendor from time to time upon request that such covenants and agreements are included in such agreements of purchase and sale in accordance with the applicable provision of the Development Agreement.

## 6.3 Prior Mortgages

It is understood and agreed that the Vendor shall not be required to discharge any lot/unit from the outstanding/ existing mortgage(s)/charge(s) or debenture(s) given/assumed by the Vendor or from any renewal/replacement thereof (herein called the "Prior Mortgages") in priority to the mortgage to be given back by the Purchaser to the Vendor (the "VTB Mortgage") securing the unpaid balance of the Purchase Price for the lots/units pursuant to the provisions of this agreement until such time as the Purchaser has paid the unpaid balance of the Purchase Price and interest for such lots/units in full. Notwithstanding the foregoing, the Vendor agrees to maintain the Prior Mortgages in good standing at all times and to indemnify the Purchaser from any default thereunder and warrants and represents, provided that the Purchaser is not in default under the VTB Mortgage, that the Prior Mortgages can be discharged from any lot/unit at any time upon payment of an amount which is equal or less than the unpaid balance of the purchase price and interest for each lot/unit, and that upon payment of the unpaid balance of the purchase price and interest thereon for each lot/unit as required herein, the Prior Mortgages will be discharged therefrom by the Vendor at its expense. The parties hereto acknowledge and confirm the priority of the Prior Mortgages over the VTB Mortgage to the full extent of the principal sum thereby secured and interest thereon including all advances made or to be made thereunder which are by them irrevocably confirmed and authorized and provided in the event any chargee or mortgagee under the Prior Mortgages requires an acknowledgement or other document confirming the priority of its charge or mortgage over the VTB Mortgage and the interest of the Purchaser herein (or as owner after the Closing Date) the parties hereto shall execute and deliver same upon request. On the Closing Date, the Vendor shall provide to the Purchaser a written acknowledgement from each mortgagee holding a Prior Mortgage confirming that each lot/unit can be discharged upon payment of an amount which is not greater than the balance of the purchase price for such lot/unit. In the event the Vendor fails to maintain the Prior Mortgages and keep same in good standing or fails to obtain a discharge or partial discharge of such Prior Mortgages as required pursuant to the provisions hereof, then in either of such events the Purchaser shall have the right to pay to the Prior Mortgagees any monies required to remedy any default or to obtain a discharge or partial discharge of such Prior Mortgages and deduct the monies so paid by it against the monies owing by the Purchaser to the Vendor herein, and the VTB Mortgage shall contain a right of set-off in such regard. The Purchaser acknowledges having been advised by the Vendor that the Vendor may transfer the VTB Mortgage to its lender that holds security under one or more of the Prior Mortgages and the Purchaser agrees to provide or cause to be provided to the Vendor and such lender an acknowledgement of the Purchaser confirming the status and good standing of the VTB Mortgage, and a legal opinion from its solicitor(s) as to the corporate status, due execution, validity and enforceability of the VTB Mortgage, all of the foregoing in the form and content of such lender and its solicitor(s).

## 6.4 Easements

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The Purchaser agrees to accept the lands subject to any easement and right granted or hereafter to be granted for the purpose of constructing, maintaining or repairing any and all services, public or private, required for the servicing and developing generally of lands in the Municipality, provided that such easements do not prevent the erection of a single family dwelling on each lot/unit in accordance with the maximum building envelope permitting by the zoning by-law applicable thereto. If such rights and easements have not been granted when the Purchaser receives a transfer hereunder, such transfer shall contain a covenant by the Purchaser on behalf of itself, its successors and assigns, with the Vendor, its successors and assigns, to grant such rights and easements upon written request of the Vendor, and the Purchaser shall execute such transfer if so required by the Vendor. The Purchaser acknowledges that it is its responsibility to co-ordinate the siting of its buildings to facilitate drainage requirements as set out in the approved engineering drawings.

#### 6.5 Consent to Other Developing/Zoning

The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or its related/associated corporation(s) may develop other lands in the vicinity of the herein lands and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of itself, its successors and assigns, to consent to any such development and zoning/rezoning application and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants to include the provisions of this clause in any conveyance or disposition, other than a charge or mortgage of any part of the lands herein, and upon request by the Vendor, to assign the benefit of such covenant to the Vendor or its related/ associated corporation as owner from time to time of the other lands.

#### 6.6 Right of Entry

The transfer of any part of the lands shall contain a provision that the transfer/conveyance is subject to the rights of the Vendor, Municipality, Region and/or other service provider, their successors and assigns, in the nature of a licence or easement for themselves and parties authorized by any of them to enter upon any part of the lands excluding the dwelling at any time prior to the complete acceptance by the Municipality/Region of the lands and other development lands in the vicinity thereof or for such further period of time as required by the Municipality and/or the Region and/or other service providers, and parties authorized by any of them for the purpose of doing any work as may be required in order to satisfy the requirements of the Development Agreement or of any other agreement with the service providers entered into or to be entered into by the Vendor, including without limiting the generality of the foregoing, the right to complete or adjust the grading and/or drainage of any of the lands and effect any corrective measures required without such re-entry being deemed a trespass. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right of re-entry to the Vendor, Municipality, Region and other service providers, and parties authorized by any of them.

The Purchaser shall grant a temporary right-of-way through, along and over the rear 10 feet of the lands over the full width to all builders in the development, their agents and workmen for the purpose of reaching their own land and transporting materials, machinery or equipment thereto until such time as roads and streets therefor are usable and the Purchaser agrees to keep such rights-of-way clear of any obstruction which might hinder such use.

#### 6.7 Restrictions and Architectural Guidelines

Provided that the erection of dwellings on each lot/unit in accordance with the applicable zoning by-law is not prohibited, and the Purchaser may build the maximum building envelope permitting by the by-law; the Purchaser shall accept the lands subject to the building and other restrictions, by-laws and agreements referred to in this Agreement and observe and perform the stipulations, restrictions, provisions and obligations imposed on it by this Agreement, which shall continue in force in respect of the lands after any conveyance thereof by the Vendor, its successors and assigns, insofar as such have not been fulfilled at the date of any such conveyance, and such restrictions may be registered against title and modified by the Vendor alone, provided such modifications are consistent with the fair meaning and intent hereof. The Purchaser covenants to sign, if required by the Vendor, all deeds or transfers and the Purchaser agrees to extract from all subsequent purchasers all covenants, agreements and provisions that are unfulfilled at the time of subsequent conveyance and to assign the benefit of the same to the Vendor.

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With respect to restrictions registered against title by the Vendor, the Vendor will, from time to time prior to acceptance of the municipal services by the Municipality/Region, provide acknowledgments as to the Vendor's awareness of compliance or non-compliance therewith.

The Vendor and Purchaser acknowledge that warning clauses as established by the Municipality and/or Region have not yet been formalized by the Municipality. The Purchaser acknowledges that it is its obligation prior to commencement of the sale of dwelling units to co-ordinate with the Vendor a schedule of warning clauses for insertion in the Purchaser's agreements of purchase and sale. The Vendor and Purchaser acknowledge and agree that it is the obligation of the Purchaser to ensure that all warning clauses as required by the Municipality and/or Region or any other governmental authority are included as schedules to its agreement of purchase and sale in connection with the sale of dwelling units to be constructed upon the Lands.

The Purchaser further acknowledges and agrees that the lots/units will be subject to architectural guidelines imposed by the Municipality and/or by the Vendor. The Vendor will supply a copy of the architectural guidelines to the Purchaser as soon as possible after the execution hereof. The Purchaser agrees to comply with all such architectural guidelines with respect to the dwellings to be constructed on the lots/units.

6.8 Transfer

The transfer shall be in the usual form prepared by the Vendor, subject to the provisions and restrictions of this Agreement, and to the restrictions imposed by the Municipality, Region and any other duly constituted authority, and the Purchaser shall pay the cost of registration and taxes on any deed or transfer to it.

6.9 Draft Plan Conditions, (if applicable)

The Purchaser covenants that it has reviewed and that it will comply with the conditions of draft approval of the Plan imposed by the Municipality and/or Region to the extent that said conditions apply to the lands or any part thereof.

ARTICLE VII

7.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to and covenants with the Purchaser that, as at the date of this Agreement, which representations, warranties and covenants shall also be true on the closing date (acknowledging that the Purchaser is entering into this Agreement in reliance upon such representations, warranties and covenants):

- (a) To the best of the Vendor's knowledge and belief, no hazardous substances have been released in the environment or deposited, discharged, placed or disposed at, on or near the subject lands, nor have the lands ever been used as a landfill or waste disposal site, and that no orders or directions relating to environmental matters have been issued pursuant to any environmental legislation which would require any work, repairs, construction or capital expenditures with respect to the lands, nor is the Vendor aware of any existing condition of the lands which may lead to any such potential orders or directions being issued in the future.
- (b) To the best of the Vendor's knowledge and belief, there are not now and will not be at the date of closing, and outstanding requirements, work orders, orders to comply or other demands of any nature whatsoever affecting the lands made by the Ministry of the Environment, the Ministry of Health, the Department of Labour, Ontario Hydro, or any other federal or provincial authority, or any agencies or department of any of the foregoing.
- (c) To the best of the Vendor's knowledge and belief, there are no claims, either oral or written, no actions, prosecutions, charges, hearings or other proceedings of any kind in any court or tribunal, and no notice of any such proceedings which relate to any discharge, deposit, escape or release of a contaminant in the natural environment of the subject lands, and there are no

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circumstances of which the Vendor is aware that might give rise to any such proceedings.

## ARTICLE VIII

### 8.1 Entire Agreement

The parties hereto agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the lands herein other than as expressed in writing herein. The parties also agree that the provisions hereof shall be construed in accordance with the laws of the Province of Ontario and if any provision of this Agreement is invalid or unenforceable by rule or law or public policy then that provision shall be severed herefrom and all other provisions hereof shall not be affected thereby but shall remain in full force and effect.

### 8.2 Non-Merger

Save as to title, all covenants and agreements on the part of both the Vendor and Purchaser herein contained which have not been fully observed or performed at the time of delivery of a deed or transfer for all or any part of the lands shall remain in full force and effect and shall not be deemed to have merged on delivery of such transfer or deed, and shall bind the respective party until compliance therewith in full.

### 8.3 Time of Essence

Time shall be of the very essence of this Agreement, and no extension of time for the making of any payment or the doing of any act hereunder shall be deemed to be a waiver or a modification of or affect this provision.

### 8.4 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement. Any terms that are defined and contained in any schedule annexed hereto shall have the meaning as defined in such schedule unless the context otherwise requires.

### 8.5 Notice and Tender

Any notice herein provided, permitted or required to be given by either party herein to the other shall be sufficiently given if delivered personally or sent by facsimile transmission or (unless otherwise expressly provided herein) if sent by registered mail in one of Her Majesty's Post Office Boxes in the Province of Ontario, to such party or to its solicitors, at the respective address hereinafter set out, and any such notice given by such party to the other shall be sufficiently given if delivered personally, sent by facsimile transmission or mailed as aforesaid to such party or to its solicitor. Any such notice may be given by the solicitors for the party giving notice, and if delivered personally shall be conclusively deemed to have been given on the day of delivery, or if sent by facsimile transmission on the business day following the day of transmission, or if mailed as aforesaid shall be conclusively deemed to have been received on the third business day (Monday to Friday, excluding statutory holidays) following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered personally or by facsimile transmission). Either party may, at any time, give written notice to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter. Tender of money or documents hereunder may be made upon or by the Vendor or the Purchaser or any party acting for them and money may be tendered by negotiable cheque certified by a chartered bank.

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8.6 Residency

The Vendor will at all times material to the within transaction remain a resident of Canada within the meaning of Section 116 of the Income Tax Act, Canada, and will at the time of transfer of any lot/unit, give such evidence as may reasonably be required to the Purchaser to this effect.

8.7 HST

Subject to the following, the Purchaser shall pay to the Vendor on the Closing Date, all Harmonized Sales Tax payable in connection with the sale of the lands. The Vendor and the Purchaser respectively represent, covenant and warrant that they are now or will by no later than the Closing Date be registered in accordance with the requirements and for the purposes of the Harmonized Sales Tax ("HST") in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall on the Closing Date deliver a statutory declaration attesting to its HST registration and setting forth its HST registration number together with an indemnity in form and content satisfactory to the Vendor indemnifying the Vendor from any HST that the Purchaser fails to remit pursuant to the Excise Tax Act of Canada and/or other applicable provincial and federal legislation.

8.8 Personal Information

The Purchaser consents to the Vendor's collection and use of the Purchaser's personal information pursuant to this Agreement (the "Personal Information") as may be required to complete the within transaction. In addition the Purchaser consents to the distribution of Personal Information to any other trades, businesses, bodies or agencies as deemed appropriate by the Vendor which shall include but not be limited to: (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades or sub-suppliers; (iv) providers of telephone, television, telecommunication, security and utility services; and (v) any taxing authorities, whether federal, provincial or municipal.

8.9 Signage

The Purchaser shall be entitled to erect signage on the lands being purchased hereunder, at a location(s) to be approved by the Vendor

8.10 Provisions of Schedule "G-General"

Unless amended by schedule annexed to the within Agreement of Purchase and Sale, the provisions of this Schedule "G-General" shall apply and in the event of a conflict between any provision in Schedule "G-General" and any other schedule(s) annexed to the Agreement of Purchase and Sale, the provisions of such other schedule(s) shall govern and apply and each of the parties hereto shall to the extent applicable to it be bound by and comply with the terms, provisions and conditions contained in such schedule(s).

## 8.11 The Purchaser acknowledges that

- (a) despite the best efforts of the York Region Public School Board, sufficient accommodation may not be locally available for all students anticipated from the development area surrounding the Lands and that students may be accommodated in facilities outside the area, and further, the students may later be transferred;
- (b) for the purposes of transportation to school if bussing is provided by the York Region Public School Board in accordance with the Board's policy, that students will not be bused from home to school, but will meet the bus at designated locations in or outside the area surrounding the Lands; and
- (c) despite the best efforts of the Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area surrounding the Lands and students may be accommodated in temporary facilities and/or bussed to a school outside the neighbourhood, and further, that students may later be transferred to the neighbourhood school.

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8.12 The Purchaser acknowledges that the Lands are in proximity of major arterial roads and railways which may result in noise and/or vibration transmissions to the Lands and cause noise exposure levels affecting the Lands to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features within the buildings to be constructed on the Lands, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the occupants on the Lands. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence may be registered on title to the Lands on the Closing Date, if, in fact, same is required by any of the municipal or governmental authorities.

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SCHEDULE "L- Levies"

For ease of reference, paragraph numbers noted herein are corresponding to Schedule "G-General" of the Agreement of Purchase and Sale annexed hereto.

3.2 Levies

The Vendor shall be responsible for the cost of all P.U.C., Municipal, educational and Regional impost charges, levies, Go Transit Charges capital contributions, development charges (collectively the "Vendor's Levies") for the lots/units as imposed by the P.U.C., Municipality, the Boards of Education and the Region pursuant to, any by-law, the Development Agreement or other agreement entered into or to be entered into between the Vendor and such authorities prior to the Closing Date. Any increase in or addition to the Vendor's Levies which may occur or be imposed after the Closing Date shall be the sole responsibility of the Purchaser. The Purchaser is to advise the Vendor as to those lots/units for which it requires building permits and the Vendor shall thereupon pay such Vendor's Levies within ten (10) days of written request for such payment. Any reduction or rebate for any of the above charges, levies or contributions shall be the property of the party who is responsible for the same and shall be paid to such party whenever credited or paid by any authority, and the other party, if required, shall direct payment of such reduction or rebate to the entitled party.

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Ven. Init. \_\_\_\_\_ Pur. Init. \_\_\_\_\_

SCHEDULE "M"

PROVIDED that it is understood and agreed that the Chargee shall not be required to discharge any lot/unit from the outstanding/existing mortgage(s)/charge(s) or debenture(s) given/assumed by the Chargee or from any renewal/replacement thereof in priority hereto (herein called the "Prior Mortgages") until such time as the Chargor has paid the principal amount and interest for such lots/units in full. Notwithstanding the foregoing, the Chargee agrees to maintain the Prior Mortgages in good standing at all times and warrants and represents that the Prior Mortgages can be discharged from any lot/unit at any time upon payment of an amount which is less than the unpaid balance of the principal amount and interest for each lot/unit, and that upon payment of the unpaid balance of the principal amount and interest thereon for each lot/unit as required herein, the Prior Mortgages will be discharged therefrom by the Chargee at its expense. The parties hereto acknowledge and confirm the priority of the Prior Mortgages over this charge to the full extent of the principal sum thereby secured and interest thereon including all advances made or to be made thereunder which are by them irrevocably confirmed and authorized and provided in the event any chargee or mortgagee under the Prior Mortgages requires an acknowledgement or other document confirming the priority of its charge or mortgage over this charge and the interest of the Chargor herein the parties hereto shall execute and deliver same upon request. In the event the Chargee fails to maintain the Prior Mortgages and keep same in good standing or fails to obtain a discharge or partial discharge of such Prior Mortgages as required pursuant to the provisions hereof, then in either of such events the Chargor shall have the right to pay to the Prior Mortgagees any monies required to remedy any default or to obtain a discharge or partial discharge of such Prior Mortgages and deduct the monies so paid by it against the monies owing by the Chargor to the Chargee herein.

PROVIDED FURTHER that the Chargor, when not in default hereunder, shall be entitled to carry on building operations on the property and to install internal lot/unit services, improve the soil and do all other similar acts without such acts being deemed an act of waste causing this charge to be considered in default.

PROVIDED FURTHER that in the event the Chargor is required to grant easement(s) to any municipal or regional authority or public utility commission for the supply and/or installation of gas services, telephone services, electrical services, water services, sewers or similar services in order to service the property, the Chargee, provided the Chargor is not in default hereunder, shall execute and deliver, without payment on account of principal and/or interest, any consent or postponement required for such grant of easement(s).

PROVIDED FURTHER that the Chargor, when not in default hereunder, shall have the right to prepay the whole or any part of the principal sum hereby secured at any time and from time to time without notice or bonus.

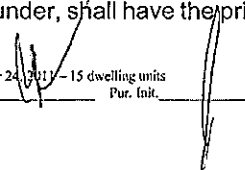
PROVIDED FURTHER that the Chargor shall be in default under the within Charge in the event that it fails to fulfill its obligations under the terms of the Agreement of Purchase and Sale made between JADE-KENNEDY DEVELOPMENT CORPORATION, as Vendor and PRIMONT HOMES (HARMONY) INC., as Purchaser, dated the 24th day of November, 2011, and any amendments thereto, (the "Agreement of Purchase and Sale"), and such default or defaults shall entitle the Chargee to exercise all the rights and remedies available to it under this Charge to the same extent that the Chargor had defaulted in making payments or performing any covenant or agreement pursuant to the provisions of this Charge.

PROVIDED FURTHER that this Charge also secures any charge(s) or fee(s) that have not been paid by the Chargor to the Chargee and which are payable to the Chargee at such time as the principal amount is payable for each lot/unit in accordance with the terms of the Agreement of Purchase and Sale and if not so paid the principal amount of this Charge shall be increased by any such charge(s) or fee(s) not so paid.

PROVIDED FURTHER that the provisions relating to the obligations of the Chargee as more fully set out in paragraphs 3.2 and 4.13 of the Agreement of Purchase and Sale shall be included in the within Charge.

PROVIDED FURTHER that the Chargor, its successors and assigns, when not in default hereunder, shall have the privilege of obtaining a partial cessation from this Charge of any

November 24, 2011 - 15 dwelling units  
Ven. Init. \_\_\_\_\_ Pur. Init. \_\_\_\_\_




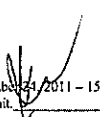
lot/unit(s), upon payment to the Chargee on account of the unpaid principal amount together with interest thereon to the date of payment on a per lot/unit basis as follows:

- (i) Each fully detached dwelling unit on Lots \_\_\_\_\_ and \_\_\_\_\_, Proposed Plan \$ 205,177.50
- (ii) Each townhouse dwelling unit on Lots \_\_\_\_, all inclusive, Proposed Plan \$ 170,356.50

provided, however, that any such partial cessation shall only be granted in accordance with Section 50 of the Planning Act of Ontario, as amended from time to time and provided further the Chargor shall pay to the Chargee's solicitor a fee for each whole lot or each unit within each lot/block to be partially discharged from this Charge an amount of \$150.00 plus applicable Harmonized Sales Tax whether such lot/unit is contained in a partial cessation with other lot(s)/unit(s) or in a separate partial cessation of this Charge for such lot/unit.

PROVIDED FURTHER that the principal amount of this Charge shall bear no interest until the Interest Adjustment Date (the "Interest Free Period") and thereafter shall bear interest in accordance with the terms hereof provided that in the event the Chargor gives possession of any dwelling unit located on any lot/unit secured by this Charge during the Interest Free Period without paying the principal amount (which represents the balance of the purchase price owing by the Chargor to the Chargee for such lot/unit in accordance with the terms of the Agreement of Purchase and Sale), the Interest Free Period in respect of such principal amount shall cease and determine and interest shall thereafter be calculated and be payable on such principal amount from the date of giving of possession of such dwelling unit in accordance with provisions of this Charge.

November 24, 2011 - 15 dwelling units  
Ven. Init. \_\_\_\_\_ Pur. Init. \_\_\_\_\_



Schedule "R - Restrictions"

RESTRICTIVE COVENANTS

1. The lands to which these building restrictions shall be annexed (hereinafter sometimes called the "Lands") are the parcel that is in the Town of Markham (hereinafter sometimes called the "Municipality") in the Regional Municipality of York and being composed of the following lands;
2. No part of the Lands nor any building or buildings erected thereon, shall be used for the purpose of any profession, trade, employment or service, manufacture or business of any description; nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, rooming house, or place of public resort; nor for any sport (other than such games as are usually played in connection with the occupation of a private residence); nor for any purpose other than as a private residence for the use of one household only in each dwelling unit; nor shall anything be done or permitted upon any of the Lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
3. No building, structure, including garden sheds, having a floor area in excess of 85 square feet or a height in excess of 78 inches, or any addition thereto or any exterior alterations thereof shall be erected or placed on any part of the Lands, unless and until drawings for same together with JADE-KENNEDY DEVELOPMENT CORPORATION'S and ("REGISTERED OWNER") application fee shall have been first submitted and approved in writing by REGISTERED OWNER or its appointee; and no building, structure or any addition thereto or any exterior alterations thereof shall be erected, constructed, placed, laid out or maintained or be maintained otherwise than in strict conformity with the approved drawings and in conformity with the requirements of all governmental laws, by-laws, orders and regulations. The drawings hereinbefore referred to must be prepared and submitted in triplicate and without limiting the generality of the foregoing, such drawings shall include:
  - (a) a site plan showing locations of buildings, walks, drives, easements, fences, walls, gradings, architectural features of the site, surface drainage, landscaping proposals and all existing trees;
  - (b) exterior elevations showing all elements of the design and materials, textures, finishes, colours and floor elevations.
4. No berm, fence and/or screen planting installed or caused to be installed by REGISTERED OWNER shall be removed or altered without the consent of REGISTERED OWNER in writing. No weaving of any material (including but not limited to vinyl weaving) shall be installed in any chain link fence installed by REGISTERED OWNER as aforesaid. No additional fence shall be erected, constructed or maintained adjacent to any fence installed by REGISTERED OWNER as aforesaid.
5. No fence other than those specified under Paragraph 4 above shall be erected or maintained on the lands unless the location, design, finishing and materials of such fence have been approved in writing by the REGISTERED OWNER.
6. No animals or birds other than household pets normally permitted in private homes in urban residential areas shall be kept upon the Lands. No breeding of pets for sale shall be carried on upon the Lands.
7. No satellite dish exceeding 2 feet in diameter, roof antenna, exterior tower antenna or antenna for either radio or television reception or transmission shall be erected on the Lands or any building structure thereon.
8. No truck, boat, snowmobile, camper van, trailer, including trailer with living, sleeping or eating accommodation, or any other vehicle other than a passenger automobile shall be parked, placed, located, kept or maintained upon any part of the Lands except in the garage of the building.

9. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the land or buildings thereon for sale or rent) shall be placed on any of the Lands or upon or in any building or on any fence, tree or other structure on the Lands without the consent of REGISTERED OWNER or its successors and assigns in writing.
10. No clothes lines shall be placed or erected on any part of the Lands. A clothes umbrella may be placed on the Lands.
11. No trees shall be cut down or removed from the Lands without the consent in writing of REGISTERED OWNER or its successors and assigns.
12. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair and condition to the reasonable standards satisfactory to REGISTERED OWNER or its successors and assigns.
13. Each Owner of any lot or lots comprising any part of the Lands covenants and agrees as follows:
  - (a) not to contravene or cause to be contravened by any act or omission any provision of any agreement, restriction or regulation of the Municipality or any other authority having jurisdiction therefor, their respective successors or assigns, pertaining to the development, servicing, grading/drainage, landscaping, use and occupancy of any part of the Lands and appurtenances, whether now in effect or hereinafter imposed;
  - (b) not to do anything on any part of the Lands or elsewhere which will interfere with or cause damage to any service installed or to be installed in the development or elsewhere, which services include without limitation roads, ditches, curbs, drains, sidewalks, stakes/bars, water boxes and other water, sewer, gas and hydro works. Any such damage so caused may be corrected by the Municipality, REGISTERED OWNER or other appropriate authority at the Owner's expense;
  - (c) not to directly or indirectly oppose or object to JADE-KENNEDY DEVELOPMENT CORPORATION'S development and zoning of other lands in the Municipality where such Lands are situate;
  - (d) not to refuse to grant, forthwith upon request and without charge, any easement or right required by any servicing authority for the installation/maintenance of any service, provided that such does not prevent the erection of dwelling units on that part of the Lands so affected in compliance with the applicable zoning and building requirements.
14. Provided always that notwithstanding anything herein contained, REGISTERED OWNER and its successors and assigns shall have power by instrument or instruments in writing from time to time to waive, alter, modify or release the above covenants and restrictions in their application to any lot or lots or to any part thereof comprising part of the Lands.
15. The invalidity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.
16. To the intent that the burden of these restrictive covenants shall run with the Lands for a period of twenty (20) years from (the date of closing ) and to the intent that the benefit of these restrictive covenants may be annexed to and run with each and every part of the Lands, the Owner for itself, its successors and assigns, covenants and agrees with REGISTERED OWNER, its successors and assigns, that the Owner and the Owner's successors in title, from time to time, of all or any part or parts of the Lands, will observe and comply with the stipulations, restrictions and provisions that nothing shall be erected or fixed, placed or done upon the Lands, or any part thereof, in breach or violation or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth herein.

SCHEDULE "T- Terms"

For ease of reference, paragraph numbers noted herein are corresponding to Schedule "G-General" of the Agreement of Purchase and Sale annexed hereto.

3.1 Vendor's Services - Grading

To rough grade the untreed portion of the lots/units to an average depth of 18 Inches below approved finished grade levels by the Closing Date.

4.3 Performance Security

\$5,000.00 for each lot/unit for a total of \$75,000.00 for 15 lots/units by certified cheque or irrevocable bank letter of credit from a Schedule "A" chartered bank. *FN FORM ACCEPTABLE TO THE VENDOR*

4.7 Pre-Construction Approval of Drawings

Consulting Engineers and Architect's applicable charge per lot/unit - \$60.00, plus HST.

4.13 Adverse Soil Conditions

If by reason of adverse soil conditions, the Purchaser is required to excavate below:

Eight feet (8') from the municipally-approved finished grass grade of the lot/unit affected in respect of the dwelling unit; or below

Five feet (5') from the municipally-approved finished grass grade of the lot/unit affected in respect of a rear walkout portion or garage of any dwelling unit

(hereinafter referred to as the "normal construction depth"),

\$ 2,500.00 per vertical foot for each lot

to a MAXIMUM AMOUNT of \$ 15,000.00 per lot/unit, including all related hard and soft costs.

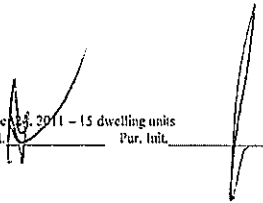
4.15 Grade Inspection, Topsoil/Sod, Driveway/Apron and Landscaping

Consulting Engineer's and Architect's applicable charge per lot/unit - \$90.00, plus HST.

5.1 Payment Defaults

Vendor's Bank – Laurentian Bank of Canada

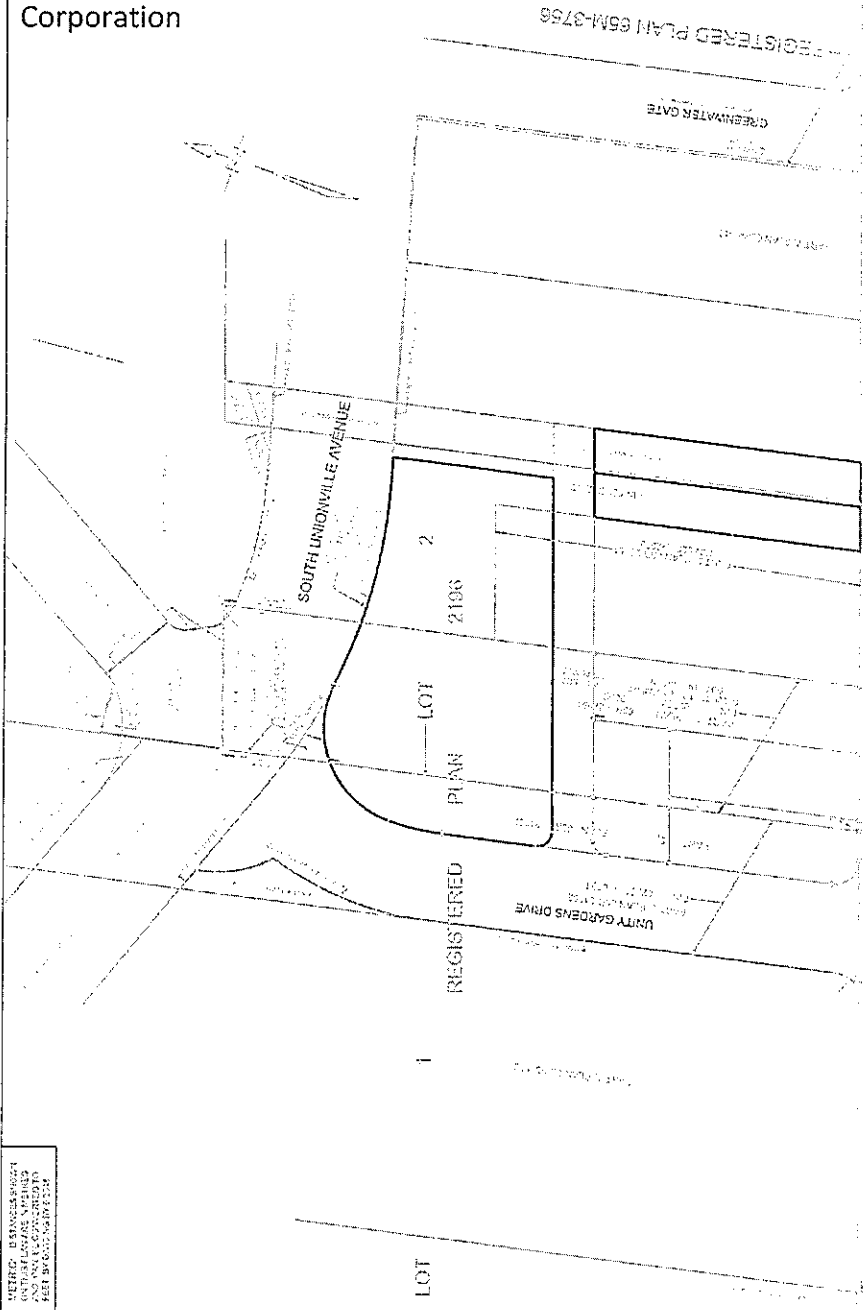
November 23, 2011 - 15 dwelling units  
Ven. Init. \_\_\_\_\_ Pur. Init. \_\_\_\_\_



Schedule "P"  
 To an Agreement of  
 Purchase and Sale  
 dated November 24,  
 2011 between  
 Primont Homes  
 (Harmony) Inc. and  
 Jade-Kennedy  
 Development  
 Corporation

SECTION 34  
 PART OF LOT 2  
 REGISTERED PLAN 2106  
 TOWN OF MARKHAM  
 REGIONAL MUNICIPALITY OF YORK

NOTES  
 1. THE PLAN IS SUBJECT TO THE ZONING BY-LAW AND THE SUBDIVISION ACT.  
 2. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 2106.  
 3. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 65M-3768.  
 4. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 2106.  
 5. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 65M-3768.  
 6. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 2106.  
 7. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 65M-3768.  
 8. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 2106.  
 9. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 65M-3768.  
 10. THE PLAN IS SUBJECT TO THE REGISTERED PLAN 2106.



NOTICE: THIS PLAN IS NOT  
 TO BE USED FOR ANY  
 PURPOSES OTHER THAN  
 THAT FOR WHICH IT WAS  
 PREPARED BY THE  
 ENGINEER.

JADE - KENNEDY DEVELOPMENT CORP

HELEN AVENUE

*[Handwritten signature]*

# **APPENDIX “D”**



AMENDING AGREEMENT

This Amending Agreement made the 11<sup>th</sup> day of June, 2013.

AMONG:

PRIMONT HOMES (HARMONY) INC.

(the "Purchaser")

AND

JADE-KENNEDY DEVELOPMENT CORPORATION

(the "Vendor")

(individually a "party" and collectively the "parties")

RECITALS:

- A. WHEREAS the Purchaser has entered into an Agreement of Purchase and Sale dated the 24<sup>th</sup> day of November, 2011 with the Vendor for 15 building lots in the Town of Markham, Ontario (the "Agreement of Purchase and Sale");
- B. AND WHEREAS the Purchaser and Vendor have agreed to amend the Agreement of Purchase and Sale upon and subject to the terms and conditions herein set forth, and the Agreement of Purchase and Sale will be amended as herein provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises hereinbefore set forth and other good and valuable consideration, and the sum of Two Dollars (\$2.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. The parties hereby agree to delete Section 1.4 of the Agreement of Purchase and Sale and insert in its stead;

1.4 Extension of Permit Servicing Date

It is a condition of this Agreement that permit servicing requirements, as hereinbefore defined, shall have been completed with respect to all of the lots/units on or before September 30, 2013. In the event that the Vendor has not completed permit servicing requirements on or before September 30, 2013, the Purchaser or the Vendor may, in their discretion, by written notice to the other, extend the date by which such condition is to be fulfilled for three (3) successive periods of six (6) months each, provided that any notice to extend shall be given prior to or within 10 days following the expiry of the conditional period which is to be extended, and provided further that the Vendor may deliver a Closing Notice pursuant to the provisions of Section 1.1 hereof at any time during any such extended period. In the event that the date by which such condition is to be fulfilled is not extended as aforesaid by the Purchaser or the Vendor from time to time, and in any event, if the condition has not been fulfilled by the expiry of the extended period, then thereupon this Agreement shall be null and void with respect to the lots/units for which permit servicing requirements have not been completed and the Vendor shall, within 10 days thereafter repay to the Purchaser all deposit monies paid under this Agreement with respect to the lots/units for which permit servicing requirements have not been completed, without interest or deduction whatsoever.



2. The parties hereby agree to delete the last paragraph of Section A. Lands of Schedule "D-Description" of the Agreement of Purchase and Sale and insert in its stead;

As the context requires, in this Agreement the term "lot/unit" or "lots/units" shall mean the whole of that part of the subject lands on which one fully detached dwelling(s), or townhouse dwelling(s), as applicable is (are) to be constructed and the term "lands" shall mean all of such lots/units set out in Schedule "D-Description". The reduction in the depth of the two fully detached lots due to the approximately 3.5 metre widening of the rear laneway and the inclusion of a hydrant, valve and flushing station within the laneway at the rear of the two fully detached lots, shall not in any way whatsoever, affect or prejudice the terms, conditions or validity of this Agreement.

3. Except as specifically provided herein, the terms and conditions of the Agreement of Purchase and Sale are confirmed and continue in full force and effect, and apply to this Amending Agreement *mutatis mutandis*

IN WITNESS WHEREOF the parties have signed and sealed or properly executed this Amending Agreement.

PREMONT HOMES (HARMONY) INC.

JADE-KENNEDY DEVELOPMENT CORPORATION

Per \_\_\_\_\_  
Authorized Signing Officer

Per \_\_\_\_\_  
Authorized Signing Officer

I have the authority to bind the corporation.

I have the authority to bind the corporation.

# APPENDIX “E”

# GRAY & ASSOCIATES

*Barristers & Solicitors  
Unit 37  
111 Zenway Boulevard  
VAUGHAN, Ontario  
L4H 3H9*

*Telephone (905) 264-1040  
Toronto Line (416) 410-1208  
Fax (905) 264-7020*

*Reply to: Robert J. Gray  
rjgray@graylaw.ca  
Assistant: Lina Corelli  
lcorelli@graylaw.ca*

**BY FAX – 519-977-1566**

September 30, 2014

File No. G-8438/12

Miller Canfield  
Barristers and Solicitors  
443 Ouellette Avenue, Suite 300  
P. O. Box 1390  
Windsor, Ontario  
N9A 6R4

Attention: Mary-Ann Keefner

Dear Ms. Keefner:

RE: PRIMONT HOMES (HARMONY) INC. purchase from  
JADE-KENNEDY DEVELOPMENT CORPORATION  
15 Dwelling Units on a proposed Plan of Subdivision, City of Markham

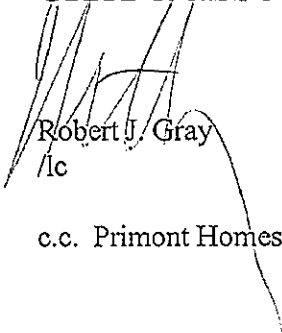
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Please be advised that pursuant to Section 1.4 of Schedule "C" to the Agreement of Purchase and Sale, as amended, the Purchaser hereby extends the permit servicing condition by six months, being from September 30, 2014 to March 31, 2015.

All other terms and conditions of the Agreement of Purchase and Sale shall remain the same and time shall remain of the essence.

Yours very truly,

**GRAY & ASSOCIATES**

  
Robert J. Gray  
/lc

c.c. Primont Homes (Harmony) Inc. (Attention: Joe Montesano)

# APPENDIX “F”

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

**Properties**

<i>PIN</i>	02963 - 2965 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 2 PL 2196 MARKHAM, PT 9 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 10, 11 & 12, 65R27668, UNTIL SUCH TIME AS SAID PTS 10, 11 & 12, 65R27668 HAVE BEEN DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ; TOWN OF MARKHAM		
<i>Address</i>	MARKHAM		
<i>PIN</i>	02963 - 2972 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 2 PL 2196 MARKHAM, PT 8 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 2, 3, 5, 6 & 7, 65R27668, UNTIL SAID PTS 2, 3, 5, 6 & 7, 65R27668 ARE DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ; TOWN OF MARKHAM		
<i>Address</i>	MARKHAM		
<i>PIN</i>	02963 - 3571 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 2 PL 2196, BEING PTS 2 & 3 PL 65R33603;; TOWN OF MARKHAM		
<i>Address</i>	MARKHAM		
<i>PIN</i>	02963 - 3579 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART LOT 1 PLAN 2196, PTS 1 AND 2 ON 65R33243.; TOWN OF MARKHAM		
<i>Address</i>	MARKHAM		
<i>PIN</i>	02963 - 3587 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 2 PL 2196, PT 10 65R33243, S/T EASEMENT IN GROSS, AS IN YR767057;; TOWN OF MARKHAM		
<i>Address</i>	MARKHAM		

**Consideration**

Consideration \$ 3,499,986.00

**Owner(s)**

*Name* JADE-KENNEDY DEVELOPMENT CORPORATION  
*Address for Service* c/o Mary-Ann Keefner  
 Shibley Righton LLP  
 2510 Ouellette Avenue, Suite 301  
 Windsor, Ontario  
 N8X 1L4

**Cautioner(s)***Capacity**Share*

*Name* PRIMONT HOMES (HARMONY) INC.  
*Address for Service* 9130 Leslie Street, Suite 301  
 Richmond Hill, Ontario  
 L4B 0B9

I, Joe Montesano, President, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

**Statements**

The applicant is entitled to register a caution against the land under an agreement of purchase and sale dated 2011/11/24. The sale is to be completed by 2015/03/31

The applicant is prepared to produce the agreement for inspection within fourteen (14) days of request of any person and consents to the cancellation of the caution on presentation of proof satisfactory to the Land Registrar that the agreement was not produced on request.

The Land Registrar is authorized to delete this caution 60 days from the date of closing, which is 2015/03/31.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**Signed By**

Lina Corelli	111 Zenway Boulevard, Unit 37	acting for	Signed	2015 02 10
	Vaughan	Cautioner(s)		
	L4H 3H9			
Tel 905-264-1040				
Fax 905-264-7020				

I have the authority to sign and register the document on behalf of the Cautioner(s).

**Submitted By**

Gray & Associates	111 Zenway Boulevard, Unit 37	2015 02 10
	Vaughan	
	L4H 3H9	
Tel 905-264-1040		
Fax 905-264-7020		

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$50,974.79
Total Paid	\$51,034.79

**File Number**

Cautioner Client File Number : G-8438/12

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 02963 - 2965 PT LT 2 PL 2196 MARKHAM, PT 9 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 10, 11 & 12, 65R27668, UNTIL SUCH TIME AS SAID PTS 10, 11 & 12, 65R27668 HAVE BEEN DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ;; TOWN OF MARKHAM

02963 - 2972 PT LT 2 PL 2196 MARKHAM, PT 8 65R27668 ; T/W ROW OVER PT LT 2 PL 2196 MARKHAM, PTS 2, 3, 5, 6 & 7, 65R27668, UNTIL SAID PTS 2, 3, 5, 6 & 7, 65R27668 ARE DEDICATED AS PART OF PUBLIC HIGHWAY, AS IN YR623430 ;; TOWN OF MARKHAM

02963 - 3571 PT LT 2 PL 2196, BEING PTS 2 & 3 PL 65R33603;; TOWN OF MARKHAM

02963 - 3579 PART LOT 1 PLAN 2196, PTS 1 AND 2 ON 65R33243.; TOWN OF MARKHAM

02963 - 3587 PT LT 2 PL 2196, PT 10 65R33243, S/T EASEMENT IN GROSS, AS IN YR767057;; TOWN OF MARKHAM

BY: JADE-KENNEDY DEVELOPMENT CORPORATION  
 TO: PRIMONT HOMES (HARMONY) INC. % (all PINs)

**1. JOE MONTESANO, PRESIDENT**

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for PRIMONT HOMES (HARMONY) INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:  
 does not contain a single family residence or contains more than two single family residences.

**3. The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	874,996.50
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	2,624,989.50
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	3,499,986.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	3,499,986.00

**PROPERTY Information Record**

A. Nature of Instrument: Caution Of Agreement Of Purchase And Sale  
 LRO 65 Registration No. YR2254601 Date: 2015/02/10

B. Property(s):

PIN 02963 - 2965	Address	MARKHAM	Assessment	-
			Roll No	
PIN 02963 - 2972	Address	MARKHAM	Assessment	-
			Roll No	
PIN 02963 - 3571	Address	MARKHAM	Assessment	-
			Roll No	
PIN 02963 - 3579	Address	MARKHAM	Assessment	-
			Roll No	
PIN 02963 - 3587	Address	MARKHAM	Assessment	-
			Roll No	

C. Address for Service: 9130 Leslie Street, Suite 301  
 Richmond Hill, Ontario  
 L4B 0B9

D. (i) Last Conveyance(s):

PIN 02963 - 2965	Registration No.	YR1149870
PIN 02963 - 2972	Registration No.	YR1149870
PIN 02963 - 3571	Registration No.	YR1820926
PIN 02963 - 3579	Registration No.	YR1149868
PIN 02963 - 3587	Registration No.	YR1831774

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes  No  Not known



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**LAND TRANSFER TAX STATEMENTS**

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E. Tax Statements Prepared By: Lina Corelli  
111 Zenway Boulevard,  
Unit 37  
Vaughan L4H 3H9

# APPENDIX “G”

5/15/2015 3:00 PM

**Sam P. Rappos**

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**From:** Sam P. Rappos  
**Sent:** Wednesday, March 04, 2015 10:32 AM  
**To:** Robert J. Gray  
**Cc:** mary-ann.keefner@shibleyrighton.com; Lina Corelli; Harvey G. Chaiton; Bryan Tannenbaum; Colleen H. Delaney  
**Subject:** Re: Primont- Jade Kennedy  
**Categories:** DM, Recipient Copy, #56866 : 3277218

Robert,

Pursuant to section 1.4 of the APS as amended, the APS is null and void if the condition to complete servicing is not fulfilled by March 31, 2015.

As you and your client no doubt expected, JKDC will not be in a position to satisfy the servicing condition by the deadline.

As an officer of the court, the trustee has obligations when it attempts to sell property subject to a court proceeding, such as the vacant lands. This usually includes obtaining an appraisal for the property, which the trustee is arranging for. The trustee expects to receive the completed appraisal in a few weeks.

Given Primont's history with the lands and given that it had pre-sold units, the trustee is prepared at this time to receive an offer for the vacant lands on an 'as is where is' basis from Primont. I understand your client may have made similar offers in December and February.

Please let us know if your client is interested in making such an offer to the trustee. The trustee will be in a position to consider the offer once it has received the appraisal.

The APS provides that JKDC is to repay the deposit monies without interest or deduction. Please let us know if you would like us to arrange for that, or whether the deposit should continue to be held while your client is considering making an 'as is where is' offer for the lands.

I should be able to make myself available for a quick call today if you would like to discuss.

Cheers.

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BARRISTERS AT LAW

Writer's Ext. 225  
Secretary's Ext. 233  
Writer's email [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com)  
Our File No. 150046

March 13, 2015

VIA EMAIL: [harvey@chaitons.com](mailto:harvey@chaitons.com)  
VIA FACSIMILE: (416) 218-1849

VIA EMAIL: [samr@chaitons.com](mailto:samr@chaitons.com)  
VIA FACSIMILE: (416) 218-1837

Chaitons LLP  
5000 Yonge Street  
10<sup>th</sup> Floor  
Toronto, Ontario M2N 7E9

Attention: Harvey Chaiton / Sam Rappos

Dear Sirs:

**Re: Our Client: Primont Homes (Harmony) Inc. ("Primont")**  
**Applicant: Jade-Kennedy Development Corporation (the "Applicant")**

We wish to advise that we are the lawyers for Primont.

As you are aware, Primont had entered into an Agreement of Purchase and Sale (the "Agreement") with the Applicant with respect to certain lands which lands are referred to as the vacant lands on Schedule "A" to the Order Appointing Trustee dated February 11, 2015.

Primont has entered into Agreements of Purchase and Sale with many purchasers who are expecting to have the homes constructed by Primont in accordance with their separate purchase agreements. Primont therefore requires that the Agreement with the Applicant be specifically performed. We understand that the Applicant has refused or neglected to carry out the necessary steps to develop and/or sever the lands in question and, as a result of its insolvency, will not do so.

We therefore will require an Order. It will be the intention of Primont to post with the court, to the credit of the action, the full amount of the purchase price and thereafter provide the Trustee with an opportunity to perform the obligations of the Applicant in the Agreement or, in the alternative, permit Primont to perform the obligations of the Applicant and have the costs of the performance deducted from the funds paid into court. In this way, the Agreement

**DRUDI • ALEXIOU • KUCHAR LLP**

7050 WESTON ROAD, SUITE 610, VAUGHAN, ONTARIO, L4L 8C7 TEL (905) 850-6116 FAX (905) 850-9146

between Primont and the Applicant will be specifically performed and Primont will be in a position to construct the homes for the many purchasers who have been waiting patiently for same.

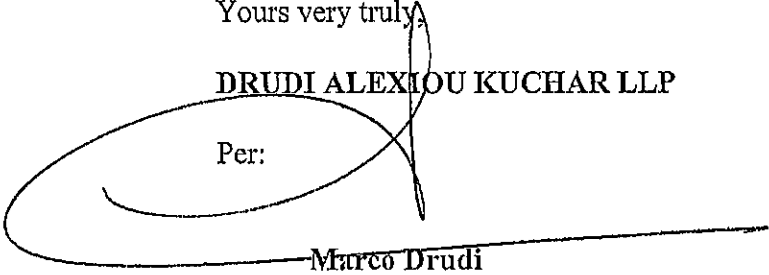
Please advise whether we have your consent to commence the necessary proceeding. In the alternative, please advise when you are available to attend the Commercial Court as we will need to seek leave from the court to commence the proceeding.

We look forward to hearing from you at your earliest convenience.

Yours very truly,

**DRUDI ALEXIOU KUCCHAR LLP**

Per:



Marco Drudi

MD\*sr

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

Court File No. CV15-10882-00CL

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

Proceedings commenced at Toronto

**MOTION RECORD**  
(returnable May 22, 2015)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
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E-mail: samr@chaitons.com

**Lawyers for the Trustee**