ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

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

MOTION RECORD OF THE TRUSTEE

(approval of sale of two Phase II Commercial Units) (motion returnable December 20, 2016)

December 16, 2016

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ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

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

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TAB 1

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

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

NOTICE OF MOTION

(approval of sale of two Phase II Commercial Units) (motion returnable December 20, 2016)

COLLINS BARROW TORONTO LIMITED ("CBTL"), in its capacity as Courtappointed Construction Lien Act (Ontario) (the "CLA") trustee in this proceeding (the "Trustee") will make a motion to a Judge of the Commercial List on December 20, 2016 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) orders:

- (i) abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on December 20, 2016;
- (ii) approving the sale by the Trustee of Phase II Commercial Units 92 and 92117, to Balwant Singh Rathore (in trust for a company to be incorporated) (the "Purchaser"), and vesting such property in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances); and
- (b) 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 Jade-Kennedy Development Corporation ("JKDC"), and legally described in Schedule "A" to the Appointment Order (the "Property"), pursuant to the Order of The Honourable Mr. Justice Pattillo dated February 11, 2015 (the "Appointment Order").
- 2. The South Unionville Square condominium project situated on the Property includes twenty-one (21) commercial/retail units (the "Phase II Commercial Units") located in, adjacent to and/or underneath a 12-storey condominium-apartment tower.
- 3. 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.
- 4. As of the date of the Appointment Order, eighteen (18) of the 21 Phase II Commercial Units were subject to existing agreements of purchase and sale and were scheduled to close on February 17, 2015, including Units 92 and 93.
- 5. Pursuant to the Appointment Order, the Trustee was authorized to complete the existing agreements of purchase and sale for the 18 pre-sold Phase II Commercial Units.
- 6. The Appointment Order authorized the Trustee to complete the existing sale agreements for 18 pre-sold Phase II Commercial Units that were scheduled to close February 17, 2015.
- 7. The Trustee closed 16 of the 18 pre-sold Phase II commercial units. Units 92 and 93 were scheduled to close at prices of \$322,164 and \$315,324 respectively, however these two purchasers were unable to close and the agreements of purchase and sale were terminated by the Trustee.

Units 92 and 93 Sale Transaction

- 8. The Trustee retained TradeWorld Realty Inc. ("**TradeWorld**") to list Units 92 and 93.

 Each unit is a concrete shell, 616 square feet in size.
- 9. Based on the advice and recommendation of TradeWorld, each unit was listed at a price of \$328,900.
- 10. On November 14, 2016, the Trustee received an offer from the Purchaser to purchase Units 92 and 93 for \$567,900, which is the only offer that the Trustee has received to date with respect to these units.
- 11. On December 9, 2016, the Purchaser requested a \$118,000 price reduction on the basis of items disclosed in the Status Certificate prepared by the condominium corporation. The Trustee subsequently negotiated a price reduction of \$8,000 to \$559,900, and this was accepted by both parties on December 13, 2016.
- 12. The Trustee believes that Units 92 and 93 have been fairly and properly exposed to the market through the listing by TradeWorld, that all reasonable steps have been taken to obtain the best price possible, and recommends that the sale transaction be approved by the Court.

General

- 13. The Twelfth Report of the Trustee dated December 15, 2016 (the "Twelfth Report") and the appendices thereto.
- 14. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the Rules of Civil Procedure (Ontario).

- 15. Section 68 of the Construction Lien Act (Ontario).
- 16. The equitable and inherent jurisdiction of the Court.
- 17. Such other grounds as counsel may advise and this Honourable Court may permit.

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

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

December 16, 2016 CHAITONS LLP

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

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

Court File No. CV15-10882-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

NOTICE OF MOTION

(motion returnable December 20, 2016) Phase II Commercial Units) (approval of sale of two

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TAB 2

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

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

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

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

December 15, 2016

INTRODUCTION

- 1. By Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated February 11, 2015 (the "Appointment Order"), Collins Barrow Toronto Limited was appointed trustee (the "Trustee") pursuant to section 68(1) of the Construction Lien Act (Ontario), of the lands and premises legally described in Schedule "A" of the Appointment Order comprised of commercial and residential condominium units, parking and locker units, and vacant lands owned by Jade-Kennedy Development Corporation ("JKDC") (the "Property"). 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 TWELFTH REPORT

4. The purpose of this Twelfth Report of the Trustee (the "Twelfth Report") is to request that the Court grant an order approving the sale by the Trustee of Phase II Commercial Units 92 and 93 ("Units 92 and 93"), to Balwant Singh Rathore (in trust for a company to be incorporated) (the "Purchaser") and vesting such property in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances).

TERMS OF REFERENCE

In preparing this Twelfth 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 Twelfth 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.

BACKGROUND

Phase II Commercial Units at South Unionville Square

- 6. JKDC is an Ontario corporation that was incorporated on January 30, 2008 and has its registered office located in Markham, Ontario. JKDC was incorporated for the purpose of being the registered owner of the Property and developer of the South Unionville Square condominium project (the "SUSQ Project") to be constructed on certain portions of the Property, which is located in Markham, Ontario.
- 7. Phase II of the SUSQ Project involved the two-stage development and construction of a 12-storey condominium-apartment tower, which contains residential, parking and locker units in the tower, and twenty-one (21) commercial/retail units located in, adjacent to and/or underneath the tower.
- 8. The first stage was the development and construction of the residential tower.

 Construction was substantially completed on June 10, 2014 and the residential condominium declaration was registered on September 11, 2014, which established York Region Standard Condominium Corporation No. 1265.
- 9. The second stage of the Phase II development and construction was the twentyone commercial units (collectively, the "Phase II Commercial Units").1
- 10. On January 16, 2015, the registered owner of the land where the Phase II Commercial Units were located was transferred from JKDC to York Region

¹ The Phase II Commercial Units are units 85 through 98 on level A and units 355 through 361 on level 1.

Standard Condominium Corporation No. 1228 ("YRSCC 1228"), the condominium corporation established with respect to the Phase I commercial units. As a result, the Phase II Commercial Units now form part of YRSCC 1228.

- As of the date of the Appointment Order, eighteen (18) of the 21 Phase II

 Commercial Units were subject to existing agreements of purchase and sale and were scheduled to close on February 17, 2015, including Units 92 and 93.2
- 12. Pursuant to the Appointment Order, the Trustee was authorized to complete the existing agreements of purchase and sale for the 18 pre-sold Phase II Commercial Units.
- 13. The Appointment Order authorized the Trustee to complete the existing sale agreements for 18 pre-sold Phase II Commercial Units that were scheduled to close February 17, 2015.
- 14. The Trustee closed 16 of the 18 pre-sold Phase II commercial units. Units 92 and 93 were scheduled to close at prices of \$322,164 and \$315,324 respectively, however these two purchasers were unable to close and the agreements of purchase and sale were terminated by the Trustee.

TradeWorld

15. Pursuant to paragraph 3(d) of the Appointment Order, the Trustee was authorized by the Court to engage agents to assist with the exercise of the Trustee's powers and duties.

² The three unsold Phase II Commercial Units were units 85 on level A and 360 and 361 on level 1.

16. As previously reported to the Court, the Trustee has retained TradeWorld Realty Inc. ("TradeWorld") to list all unsold Property for sale, pursuant to a listing agreement dated May 4, 2015.

Sale of Units 92/93

- 17. Pursuant to paragraphs 3(k) through (m) of the Appointment Order, the Trustee was authorized by the Court to market the Property, sell the Property with the approval of the Court, and to apply for vesting orders necessary to convey the Property free and clear of all claims and encumbrances affecting the Property.
- 18. Based on the advice and recommendation of TradeWorld, Units 92 and 93 were each included in the listing agreement at listing price of \$328,900. Each unit is a concrete shell, 616 square feet in size.
- 19. On November 14, 2016, the Trustee received an offer from the Purchaser to purchase Units 92 and 93 for \$567,900, which is the only offer that the Trustee has received to date with respect to these units.
- 20. On December 9, 2016, the Purchaser requested a \$118,000 price reduction on the basis of items disclosed in the Status Certificate prepared by YRSCC 1228. The Trustee subsequently negotiated a price reduction of \$8,000 to \$559,900, and this was accepted by both parties on December 13, 2016.
- 21. A copy of the agreement of purchase and sale and amending agreement executed by the 92/93 Purchaser and accepted by the Trustee on December 13,

2016 is attached hereto as **Appendix "B"**. Copies of the parcel registers for Units 92 and 93 are collectively attached hereto as **Appendix "C"**.

- 22. Units 92 and 93 are subject to the following registered encumbrances:
 - (a) \$30 million charge in favour of Aviva Insurance Company of Canada ("Aviva");
 - (b) \$16.5 million charge in favour of Aviva;
 - (c) \$45 million charge in favour of Laurentian Bank of Canada;
 - (d) \$10 million charge in favour of Am-Stat Corporation; and
 - (e) Construction liens; and
 - (f) Condominium lien registered by YRSCC 1228.
- 23. In the event that the sale transaction is approved by the Court and close, the Trustee will hold the net sale proceeds subject to further Order of the Court.
- 24. The Trustee believes that Units 92 and 93 have been fairly and sufficiently exposed to the market through the listing by TradeWorld, that all reasonable steps have been taken to obtain the best price possible, and recommends that the sale transaction be approved by the Court, as:
 - it is the only offer the Trustee has received after almost 18 months on the market;

- (b) the purchase price for Units 92 and 93 represents a 14.9% discount from the current listing price and is recommended by TradeWorld based on current market conditions;
- (c) the purchase price for Units 92 and 93 represents a 12.2% discount from the sale price negotiated by JKDC that did not close;
- (d) these units face Kennedy Rd. and are highly visible; and
- (e) the sale agreement is unconditional other than with respect to the Trustee obtaining Court approval and a vesting order.
- 25. In the event that the Court approves the sale transaction and grants the requested vesting, the sale of Units 92 and 93 to the Purchaser is scheduled to close on January 9, 2017.

TRUSTEE'S REQUEST TO THE COURT

26. The Trustee requests that the Court grant an order approving the sale by the Trustee of Units 92 and 93 to the Purchaser, and vesting such property in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances).

All of which is respectfully submitted to this Court as of this 15th day of December, 2016.

COLLINS BARROW TORONTO LIMITED

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

Per:

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

President

APPENDIX "A"



ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MA)) ·	WEDNESDAY, THE 11th DAY
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JUSTICE PARILE	")	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

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;

- (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 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

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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 <a href="http://www.ontariocourts.ca/sci/practice/practice-directions/toronto/e-service-directions/toronto-directions/toronto-directions/toronto-directions/toronto-directions/toronto-directions/toronto-dir

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.

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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.

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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 (1	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 11th day of February, 2015 (the "Order") made in an application having
Court file numberCL, 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 c	ertificate shall o	pera	te so as to permit the Trustee to deal with
the Pro	operty as au	thorized by the	Order and as a	utho	rized by any further or other order of the
Court.					
7.	The Truste	e does not unde	rtake, and it is r	10t u	nder any personal liability, to pay any sum
in resp	ect of which	it may issue ce	ertificates under	the t	erms of the Order.
DATE	D the	day of	, 20	<u>.</u>	
			so	lely	INS BARROW TORONTO LIMITED, in its capacity as Trustee of the Property, t in its personal capacity
			Pe	er:	
				·	Name:
					Title:

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

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

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

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

ORDER

(appointment of a trustee)

CHAITONS LLP

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

Harvey Chaiton (LSUC #21592F)

Tel: (416) 218-1129 Fax: (416) 218-1849

E-mail: harvey@chaitons.com

Sam Rappos (LSUC #51399S) Tel: (416) 218-1137 Fax: (416) 218-1837

E-mail: samr@chaitons.com

Lawyers for the Applicant, Jade-Kennedy Development Corporation

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APPENDIX "B"

		Uniday 145 Laval
		AGRICMENT OF PURCHASE AND SALE
he undersi igilocilyoly ippointed veloir altie amniori ali	_ Mankelli	inary, hereby agrees with INOR MERINEDY DEVELOPMENT CONFORMATION, by COLLINS BARROW TORONTO LIMITED as Court inder the Construction Lien Act (the Vendor) to processe the above coptioned unity to contact the interference only on the ass Schools' A., being a unit in York Region Signature Conformation Nethods (2010 to that and the exclusive use of those parts of the Contact copylight with us undesired measure in the common Memorate applications of the unit and the exclusive use of those parts of the common to both unit, if any, as set on in the Declaration (collectively, the "Unit") on the televising farms and only library Contact of the Contact
	The purcha	see price of the Unit (the Principles Port) arctitive of humanised Sales Tax. or a selection of the Principles Port) arctitive of humanised Sales Tax. or a selection of Clarifor physics are followed. In lawful money of Clarifor physics are followed.
	(a) to th shies	Agreement and to be extended on recommend the continues of the continues o
	(i) (ii)	the balance of the Purchase Price by conseed charge draws an the First secount of the Purchase rise by conseed charge draws an the First secount of the Purchase rise to the Unit Transfer Oale, lect to the adjustments hereinsfer sel forth.
ł	(a)	The transfer of title to the Unit shall be completed on ER 100 the "Unit Transfer Oate"].
	(p)	The Purchaser's address for delivery of any nobuse gursuant to this Agreement or the Act is as follows: Autoross, 87 - 7373 17727 Hill O P. Street
		City: Province Province Poster Carlo
8	(c)	Facsimite 100 - 200 - 303 E. Mai adversa: 1NFO CATHCOR RAILT, Com- The Purchaser advancementages that this Agreement is consciously, upon the Venedi being satisfied in its cate describing, with this terms and conditions of this Agreement. The Vendor shall have subscript deep from the 44th of acceptance of this Agreement by the Vendor is provide written notice to the Purchaser to the address in paragraph 2(a) baread, to terminate this Agreement, taking which the Vendor shall be dealmed to have welved the condition and this Agreement 2(a) baread, to terminate this Agreement, taking which the Vendor shall be dealmed to have welved the condition and this Agreement shall be firm and Oracles, The Purchaser acknowledges that this condition is included for the solubored of the Vendor at its solub spiken, at any time.
Paragrap) Purchase	n 3 through	th 42 and Schedules "A" and "E" at the Agreement are an integral part hereto and are contained on subsequent pages. The does that he has read all personants and schedules of this adjacement.
DATED at SIGNED, I AND DELI In the pro-	VERED	19 NO. 1988 537-902-688 19 NO. 1988 537-902-688 19 NO. 1988 537-902-688
skjästures purchaser)		Address: 48 - 7373 m rekin 19m 60 Telephone: 905-554-7460 Example: 1-705-390-3031
	signed scut Markham, I	spits the above offer and agrees to complete this transaction in accordance with the terms thereof,
Hants, Sir Suits 610 Toronto, C Phone: 41	Solicitors: eaffer, LLP - 4100 Yony interio - M2 6-250-5800 rk L. Keroly	P 286 Fax 416-280-5300 Por Privation Surface Por Privation P
		Byon A: Tonnen Dean 13 X VGUMO

This offer will be inevocable by the Vendor until 11:59 pm on the 18th day of November, 2016, after which time, it not accepted by the purchaser, the offer will be null a coid.



- 1 The meaning of words and presses used in \$15 Agreement and its Schadulins shall have the meaning storthed to thair in the Condomnum Act. 1988, 8,0, 1988, C,19, the regulations thereunder and any amonoments iterate the "Act") and their terms used therein shall have askibed to them the definitions in the Condominum Oncurrents unless otherwise crowded for as follows:
 - (a) "Agreement" means the Agreement of Purchase and Sale Individing all Schedules alteched hereto and made
 - (o) "Condominium" ineans York Region Standard Condominium Plan No. 1228;
 - '(c) "Condominium Documents" means me Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and tudget statement logating with all other documents and agreements which are entered into by the Verdor on benefit of the Condominium of early proof to the luneuver of the condominium as may be agreeded from time to time.
 - (d) "Corporadion" means York Région Standard Condominium Corporation No. 1225;
 - (a) "Greating Documents" means the decoration and description which were registered against title to the Property and which served to create the Condominion, as may as amended from time to time;
 - (t: "Property" shall mean the fords and premises upon which the Condominium is constructed described as York Region Standard Condominium Plan No. 1228, in the Land Titles Division of the York Registry Office (No. 56)

Vandor's Week

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

Adjustments

- The Purchase Price shall be adjusted to reflect the following items, which shall be appartitioned and ollowed to the Unit Transfer Oate, with that day dark appointaged to the Purchases.
 - (a) Really taxes (molaring local improvement charges, if any), interest payable in accordance with the Act, shall be reportlened and allowed to the Julit Transfer Date. With respect to the really taxes (molaring local improvement charges), the same what the statement as if the Unit pad been fully extension by the relevant saring sulfority for the calendor year in verein the transaction is completed, and shall be adjusted as if such taxes had been paid by the Volora, molarisanding the same may not have been town or good by the Unit Transfer Date, subject however, to rundjustment upon the actual amount of such taxes being scorrained.
 - (b) The Purchaser shall be responsible for and shall pay on the Unit Transfer Date the charge imposed upon the Various or its solicitors by the Law Society of Laper Canada upon registration of a Transfer/Deed of Land or Charge/Modgago of Land.
 - (c) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) COLLARS shall be charged to the Purchasor for any chaque delivered to the Vandor and not accepted by the Vendor's bank for any tassum.
 - (b) It is accordingly on a special by the parties hereto that the Pulchase Price is <u>extinging</u> of the foderal parties and the provinced portion of the harmonized goods and convices the exiglore with respect to this purchase and sale translation. Overflow and first referred to as the "HET", and draw the "herehave used say to recognize the HET" and the Vender shall need the HET" and the Vender shall need the HET to affect the HET that the "unchase used say to recognize the HET" and the Vender shall need the HET to affect the powder, owned and deliver to the Vender as required to the restaurance that the Vender may require and its recurred by the title for the purchase of sonormical property in the original property.
 - (e) Notificial any other provision barries contained in this Agricultural. This Purchaser Anther accommended and agrees that the Purchaser Price upon tentucing the HST religible with respect to any of the adjustment payable by the Purchaser purchaser by this Agricultural to this Agricultural and the Purchaser coversants and agrees to pay such 115°T to the Vendor in reconfigure with the Ender Tax Act, (Canada), and any applicable Orbino registromal processing the payment of the provincial portion of the rist.

Title.

- The Pulchaser shall be allowed lifteen (15) days following the date of the execution of this Agreement by the Pulchaser (the "Examination Penod") to examine little to the unit at the Purchaser's own expense and shall not call for the production of any surveys. Little deads, obstracts of tille, greating certification occupancy permits or certificates, nor any other proof or eldence of the little or accupancy by the Little and the production of any surveys. Little deads, obstracts of tille, greating sentification occupancy permits or certificates, nor any observer. It within the Examination Pereud, any valid objections to the orthogonal work order is made in whiting to the vertor writer the Vendor small be unable or unableting to remove and which the purchaser with not valve, the Agreement shall in chevilistatishing any interverting acts or negotialisms in respect of such expectance, be not and word and the disposit mornes (applier with the intervalved by the Act to be sout after deducing any payments due to the Vendor by the Purchager of provided for in this Agreement shall be returned to the Purchager, be not in Vendor that he will not be included for damped any applications are negotially or being any applications as an area within the Examination Pened, the Guichaser shall be conclusively determed to have accorded the tild of the Vendor to the Unit. The Purchager acknowledges and agree in table the damped which be entitled to accord to same of all of the requisitions submitted by or on helball of the Purchaser through the use of a standard tild intervandation or tild advections all according to the Successor of the Purchaser's requisitions and the Vendor's Solitations, and that same shall conspilate a salistationly manner of responding to the Successor's requisitions and provided and the Vendor's Solitations, and that same shall conspilate a salistation for the purchaser's requisitions and the vendor of the Vendor's Solitations, and that same shall conspilate a salistation of the reactions of the reactions of
- The Participer notably agroup to autoria; to the Vendor or the Vendor's Scheller on the Unit Trainifer Oille, a willon glection as to been the Participer of Sends to ask till to the Unit Industry, the durings of birth and mental relies and the Participer of the respect to a count by trainistorous the prainted on whole of whole of whole consent on which, which consent may be abtently without for the relief of the production of the consent of the configuration with the recursions a solden-with the Participer of the Configuration o
- the foremaster agrees to accept this society to the foreigning,
 - () the Consombium Documents,

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- registand restortions or coverants that run with the Property, including any encodenment agreements) with any governmental authorities of adjacent land dwiret(e), orwinded that same are compiled writh as at the Lint Transfer Date. 00
- ascements highland-view and/or litternos new registered (or to be registered fishealter) for the supply and installation of unkly services, drainage, telephone services, electricity gos, storm and/or samilary services, water upolab interview and/or one of this services, electricity gos, storm and/or samilary services, water upolab interview and/or one properties, including any searcement(s) which may be required the Vandor (or by the owner of the Property. If not one and the same as the Vendor) or by any owner(s) of alignous or registround properties, for servicing and/or access to great endry from your properties, to servicing and/or access to great endry from your properties, to get from with any severant and cost-sharing agreement(s) or reciprocal agreements confirming of or pertaining to any seascent or refundationally from costs, agreed, support uniform servicing purposes and/or partialing to the sharing of any services, facilities and/or amendes with adjacent or resignouring separation to insoften as the obligations herocarded potentials are classified in the obligations in the content portaining to the Property, or any polition broken; are concerned) completed with a dat than the object Date. (iii)
- registered municipal agreements and registered agreements with publicly regulated utilities analytical ratiopayer associations, including alinear limitation, any development, site plan, auditionate suggineering analytic other municipal systement for alinear agreement enterior into with any governments authorities), with all of such agreements people preplactor collectively referred to a time. Development Agreements (), provided that some one preplactor collectively referred to a time. Development Agreements (), provided that some or complication with as all the Unit Transfer Onto, or security has been posted in such announts and on twen terms as may be required by the governmental authorities to assure computance therewith another the compliance of any outstanding onligations thereunder, and livs
- Unrequistred or mehaste tions for unand utilities in respect of which has formed bit, account or invence has been issued by the relevant Littly authority (or it issued. The time for payment of same has not yet engine) without only claim or equest by the Purchaser for any utility auditabacks) or reductably abstraction in the Purchase Price, provided that the Vericor obtains to the Purchaser have provided that the Vericor obtains to the Purchaser have very extensive that a substitution of the Purchaser has been provided that the Vericor obtains to the Purchaser have very extensive that a substitution of the Vericor of the Purchaser has provided that the Vericor obtains a provided to the Purchaser has a substitution of the Vericor of
- It is understood and agreed that the Vendor shall not be obliged to obtain an register on life to the property a release of (or an ameriment to) any of the eferementance assemblists, development agreements, reciprocal agreements or restrictive coverants, nor shall the Vendor he obliged to have any of same delated from the bit of the Proceeding, and the Purchaser shall salisfy turned to the Proceding, and the Purchaser was any of same delated from the Vendor to the Proceding of the Coverance of the Development Agreements and all restrictive development and comply with the terms and previous of the Development Agreements and all restrictive development participated on the Internation by the local movelopality within which has Property is situated that Manicipatity), or by any of the other governmental authorities, of security (or jo, the form of cash letter of credit or performance bond, etc., satisfactory of the Manicipatity, anxior any, if the other governmental authorities! interded to guarantee the fulfilment of any objectively anxior and postumental authorities interded to guarantee the fulfilment of any objectively anxior and provisions of the Development Agreements, and the purposes of the purposes of the Development Agreements, the Purchaser and some fulfilment of any objective television system serving the Condingenium are (or may be) owned by the local cable television applier or by a company associated, affiliated with an related to the Vendor.
- The Purchaser coverants and agreed to consent to the matters referred to in subparagraph 7(a) hereof and to execute all decuments and do all things requisite for this purpose, gifter before or after the Unit Transfer Colo. (C)
- The Vender shall be entitled to insert in the Transfer/Deed of Land, specific coverants by the Furchaser perhaning to any or at of the restrictions, easements, coverants and agreements returned to berein and in the Condeminism Decuments, and in such case, the Purchaser may be required to disions respects without coverants on deating. It is required by the Vender, the Purchaser coverants to execute all documents and instruments required to convey or confirm any of the exception, incomes, deventions, agreements, and provide in the Purchaser, deventions, agreements, and provide the public of the forms and provide the public of the forms and provide the public of the forms and provide to obtain a similar coverant (enterprise by and in favour of the Vendert, in any agreement entered into believen the Purchaser and only subsequent transferse of the Circt.
- The Purchaser expressly acknowledges, confirms and agreed that the Vendor, its representatives and sales agents (including the agents have made no warranty or representation wheteaver with respect to any permits action and the Unit or the availability of any permits, authorizations, consents or permits agents as aforeasid, and the Vendor and the representatives and sales agents (including the agent) shall never no claim and suffer to cost, loss, damage and/or liability whateoever in the event that the useful intended in the made of the further things the procedure from the order to the Purchaser is unable to obtain the required permits, authorizations, consents of permissions as aloresaid. **(3)**
- The Purchaser acknowledges having been advised that the allowable uses of the Unit are subject to the provisions of the Consominum Coduments and the Purchaser shall satisfy well in this regard,
- The Purchaser agrees that the Vendor shall have a Vendor's Lien for organic purchase modes on the Unit Transfer Oale and shall be entitled to register a Notice of Vendor's Don against the Unit any laine after the Unit Transfer Date." 3
- The flucthaster arknowledges that the unit may be accumbered by mortgages (and catalytest security thereto) which are not introduced to be assumed by the Flucthast and that the Verting shall not be obliged to above and register (partial) discharges of such an impropagate is not as they affect the unit from fer Date. The Purchaser agrees to accept the Vertino's solicitus, undertaking to obtain and register (partial) discharges of such abortgages in respect of the Unit, as soon as reasonably possible offer the following.
 - a mortgage statement or retier from the morpages(s) (or from the mespective so to tops) book buring the amount if any, required to be part to the mortgages(s) to about spartish discharges of the prortgages with respect to the Unit
 - a direction from the Mender to the Historister is pay such unicents to the mortgageory for its pholineser the Profigencial may directly with a that if carrier Date to obtain a franchia discharge of the mortgageory was readed.

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11. The Purchaser agrees to accept the Vendor's covenent of Indemnity regarding any ten claims which are the responsibility or the Vandor, in full gainstance of the Purchaser's agrits under the Construction Lear Act, R.S.O. 1952, C.C.30 and will not claim any lies hookback on the Classing Cale and in Inflammater Cale; as applicable. The Vendor shall complete the remainder of the Condominum according to its schedule of completion and neither the Classing Date nor the Unit Transfer Cale shall be detailed in the Account.

The Property AC

12 This Agreement and the transaction around thordram are confidence upon compliance with the provisions of Section 50 of the Planning Act. R.S.O. 1999, q.P. I3 and any amendments thereto on or before the Unit Grander Date

Purchasor's Community Representations and Wantachies

- In. The Purchaser coverants and agrees that this Agreement is autordinate to and postponed (a any marigages arranged by no Verdor and any advances themsular from time to wine and to any assentent, Indice or other agreement pointenings the Condumnation of the Condumnation Documents, the Purchaser Author agrees to concent to and execute all documentation as may be required by the Verdor in the Purchaser Author agrees to concent to and execute all verdor as the Purchaser androny to execute any concents or other documents required by the Verdor in give offect to this paragraph. The Purchaser is hereby consents to the Verdor coloring a construct's report continuing energy and consents information for the purchaser distings agrees to eather to delive to the Verdor and recessary financial and personal information required by the Verdor of order to existence the Purchaser's subject to the Purchaser's income entry of the Purchaser's income entry of the grantee of the purchaser that transfer Date including without finitation, written confirmation of the Purchaser's income and evidence of the assume of the payments resulted to be made by the Purchaser with the Agreement.
- The Purchaser devenants and agreed and to register this Agreement or notice of this Agreement or a caution, confidence of pending Rigation. Purchaser's Lien, or any other document providing evidence of this Agreement agrees the to the Property. Unit or the Condomination and Ambert agrees not to give register, or permit to requisite war encouragement and encouragement and recomment agreement of the Property. Unit or the Condomination of the Purchaser be or admitted of this obligations becaused the Vermor may, as again and atterning of the Purchaser, cause the network of an object of the Septembert of any assignment thereof, thin the third to the Property, and or the Condominism. In addition, the Vendor, at its obtain shall nove the right to decored this Agreement half and vid in accordance with the provisions of paragraphy 25 neved. The Purchaser introvy revocably consents to a count offer removing such motion of this Agreement, any caution, or any other document or instrument whatsoever from this to the Property. Unit or the Condomination and the Purchaser agrees to pay all of the Vendor's costs and expenses in potaming such coder (Including the Vendor's Solicitor's 'ession's assistant and plant basis?)
- 15. The Purchaser overnants are to till for see at home, advance for sale of loade, and or felice, decision may be preferable.

 Permit any find guity to fist produce list the Unit for sale of books, and or furnish where the ton't transfer tase, without the princip withing common to make a transfer of the preceding common transfer, such breach, the Vendor shall have been a countingly the Purchaser acknowledger, and agreed that more a transfer of the preceding common transfer, such breach, the Vendor shall have his decision, and acquition of terminating this Agreement and the Occupancy Licenses, effective upon onlivery of motive of termination to the Purchaser is continued, where the providence of termination or the purchaser's active to the Purchaser's recipient. The Purchaser is that the consequence of termination or the agreement of the Purchaser's continued to the purchaser's make the admitted to direct that the location to the name of his or non-appeals, or a member of his or har immediate ramply and ahost not be correct tills to any other links on analysis.
- 16. The Purchasor coverants and agrees that he or she shall not directly not indirectly object to not appose any olitical plan amendment(a), recoming application(a), severance application(a), we wishness application(a) are shall not provided any olitical production thanks making to the discontinuous time the Property, or any interpolation southern between the discontinuous and applications. The Purchasor Author acknowledges and agrees that this coverant may be bleaded as an estopulator to any opposition of one or indignator rates by the Purchasor Rends.
- 17 The Porchase, coverants and agrees that he or she shall not interfere with the completion of other units and the constraint elements by the Mendar, that the Condominum is completed and all units good and transferred the Mendar may make such use of the Condominum as may facilitate the completion of the Condominum and sale of all the units, including, but not finited to the maintenance of a sale-preclated ministration where and moder units, and the display or signs topoled an the Property.

Termination without Oblasii

In the event this Apisement is terminated through to feeld of the Paratabet alt deposit mores load by the Purchases towards the Purchase Price, together with any interest sounded by fave to be each chas to returned to the Purchases, provided however, for the Vendor shall not be obligated to return any monies peak by the Purchases as an Occupancy. Free or for apiseral payables are assumed as a white Purchaser in no owned study the Vendor or its agents on inside for any domagues or coals whatevore and without finiting the generality of the foreignly, the any market para in the Vendor for apising by groups, the agents, for any loss of bangels, for any relocating costs, or for any aproximation of the transaction. This provision may be placed by the Vendor as a complete feature to any stock plane.

Varran as

- in The Purchaser acknowledges and agrees that the depraces by the building department of the municipality shall constitute complete and studentarial by the Purchaser of all constitution transfers and the grantless and the grantless and the grantless of the purchase of all constitution transfers and the grantless in the fragonic department at withhold by the municipal authority as a result in from compliance by the Purchases of any municipal actional acceptance by the Purchaser of a foundational content and the purchaser of a foundation and the purchaser.
 - the find the riter topologic warrant any of the systems contained on that an interest common alignment but small prince are entertable with the large right of englagations obtained by a to the Large and the large contained an area of the invariant of the programment and price to deposit our warrants in such district who who womant estat guarantees in consisted or the end of ellecty of all day is being including a present that there is





no representation, warranty guarantee, consterol agreement or condition procedure to conductent with or in any way affecting this Agreement or the Unit, other than as expressed herein at Yorking

The Porchasor acknowledges that the Vendor may appaintate such other molecular in the construction of the Unit for time to time from those specified or consemplated in the aforested plans or specifications, provided that any substituted materials(s) is equal to or better than the material(s) digitally indicated in said class or specifications.

Blahl of Entry

Metalitationding the Purchaser occurrying the unit on the Clusing Data or the closing of this transaction and the delivery of the to the Link to the Purchaser, as applicable, the Mendor or may present without all by I shall be entitled at all reasonable that and good reasonable prior notice to the Purchaser to order the unit and the tentron outments or order to make inspections or to do any work or replace tieren or thereon which has only the destination and any order or the control of the tentron of the control has be destined inclosing that has do destined the control or order to the control of the tentrol or a period in the exceeding five (by years smaller to the order) or the included in the TransferDeed provided on the Unit Fransfer Date and authors/ledged by the Punchaser of the Vendor's

Purhasera Default

In the event that the Purchaser is in detail, with respect to any of his or har obligations contained in that Agreement, and should such default continue to five (5) days after written notice thereof has open given to the Purchaser's Stellag by the Vendor or its Scienter, then in a violation to any other rights at remardles which the Vendor may have, the Vendor at the splinds, shall make the right to declare this Agreement not and wind and in which even; all deposit makes paid hereunder (including all monies paid to the Vendor with respect to extend or changes to the United outpied by the Purchaser) shall be the stackle appeary of the Vendor with respect to extend or changes to the United outpied to the Vendor, in any event, and without prejude or before giving the Vendor, it has vender, in the Vendor the predict of extending the rights of the Vendor, the Vendor may also claim for damages a excess of the people's mones so retained by the Vendor of the Ve

Common Elements

The Purchaset acknowledges that the Concominium will be constructed in Ontaria Building Code requirements at the lime or issuance of the building permit. The Purchaset accordants and agreed the Purchaset shall have no claims against the Vandor for any equal, higher or pelier shadded or workmanstip or insteads. The Purchase agrees that the foregoing may be obtained by the Verdor as an establed in any action brought by the Purchaset or his successor. It has against the Verdor, The Vandor may, from time to lime, change vary or modify it its adds discribing an office and his sugarity of any powerments authority or mortispee, any devalues building specifications or deligens of any part of the Condomnation of conformit with any municipa by architectural requirements related to fluiding occess official data or offices changes have, committee of administration stations are stating at inception of the part of the parts and specifications estating at inception of the parts and specifications estating at inception of the parts and specifications estating at inception of the parts at producing without immaken, brochures, models or officerations. With respect to any supert of consensation, finishing an originate and what is produced in this Agreement or in the plans or ascenditions, provided the substituted materials for those uses multiple of the parts against the Vendor's high have the deprivations, provided the substituted materials are in the graphest distaining and again against the Vendor's architect, whose determination shall be final and binding, of equal or belief quality. The Purchaser shall have no again against the Vendor's received to give halics through the Purchase of high provided the substituted materials. such medifications.

Risk

The Unit shall be and ternamed the list of the Venous until the Unit. Transfor Cate, if any part of the Condemnstom is damaged before the Chesting Calcaments are registered, the Venous may in its sale disciention either leminate that Agreement and return to the Chestinson all deposit crones paid by the Purchasor to the Venous days of make such regards as an empression to complete the transaution in the night understood and agreed that at insurance policies and the proceeds thereof are to be for the benefit of the Vendor stone.

General

- The Vendor shall provide a stolutory doctoration on the Unit Therafer Date that it is not a non-resident of Danada within the meajing of the Income Fax Act (Canada) 24
- ne yendrir and Purchaser agree to pay the bosts of engistration of their own documents and any tak in compension
- 26 unitealle notitation et insmession istellalica, variantem mentagens politica in distribut carros essenzatori d this Agreement of the Property of supported hereby other than as expressed herein in willing,
- This Office and the appendings is to be read with all changes of species of number required by the conjekt and the terms, provisions and conditions record shall be for the owner) of and be airding upon the Vandor and the Purchaser, and as the context of the Agroatment purchaser, and es the context of the Agroatment purchaser, and es the 77
- It is ucknowledged and agreed by the Puchaser that the almendorio, floor area or solute toolage of the funt, as represented to the Puchaser in any brontum, sketch floor uses, or other about any instead it aspectamente, is not the solute and insty differ from the about an other brontum statement of another brontum statement of the time and the formation and the observation area. The Puchaser is little advised that the state dissable floor space may any from any stated over area. Notwitestanding any stated coloring height (whether in any scalars) is observed to be the dispersion of any brothom state. For the no other aboutlanty motivates there eximing has meast are reliabled white the distantial where drop peakings are required, then the coloring has been also been such as the puck of the public of the state of the public of the state of th 28
- The parties valve possibility reder and agree that tender, to the absence of any other mousely acceptance procedures and subject to the anisotics of paragraph 36 of this Agreement anglice parety made by the Weilder upon the Partitions of your procedure of the Vender ablending at the Miscos of highs. Shoother ILP as 12 of hour or not on. Paragraph and of the Consing Date as the case may be use and on the same and period and purpose of the considerable. The Vender's account that the depth are needed as all commotions to use of the the depth and of the venture shows are necessarily to the Agreement procedure of the venture shows are necessarily to the Agreement and the venture shows are necessarily to the Agreement and the parety the short are shown as the contribution of the parety than an acceptance of the parety than t



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

- (b) It is jurtier provided that, nebstitutanding subparagraph 20(n) hereof, in the event the Auchisser or his Solicitor advise the Vandar or as Solicitors, on or before the Closhing Cate or dirth Fransfer Cate, as applicable, that the Purchaser is unable at problemg to complete the purchaser or take decupancy, the Vandar is referred of any extension to make any formal function upon the Purchaser or for Solicitor and may exercise indisorth one and of its right and remedies provided for in his Agraement and at law.
- 30. As the recurring registration system (heretable) referred to us the Toraview Efectionic Registration System; or TERS) is operative in the applicable Land Tytes Office in which the Property is registered, then the following provisions obtained to positive.
 - (a) The Purchaser shall be obliged to relien a lawyer who is ooth on authorized TERS user and in good standing with the Incidence of the Standard of represent the Plurchaser in connection with the comparison of the transaction, and shall authorize such lawyer to enter into an excrev detenting agreement with the Vendor's solution on the latter's wanded form thereinofter referred to as the "Excrew Document Registration Agreement," exceptions and entering the completing this transaction and to exceeded by the Purchaser's solidion and returned to the Vendor's solidions at each ten (40) days prior to the unit transfer Date.
 - (b) The delivery and exchange of documents, morror and keys to the Unit and the release thereof to the Vandor and the Purchaser, set the case may be.
 - ehall not accur contemporaneously with the registration of the Transfer/Dexo (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, autituant to which the solution receiving the documents, keys and/or certified funds will be required to hold same in escrow and with notice shalled to release same except in strict accordance with the provisions of the Escrow Cognition Registration Agreement.
 - (c) The Puranaser excreasly acknowledges and agreed that he or the will not be smilled to receive the Transferdued to the Unit for registration until the balance of funds due on casing, in occardance with the statement of adjustments are either remitted by cathiled cheque at personal delivery or by auctionic hinds transfer to the vendor's addition for in such other manner as the fatter may effect) only to the release of the Transfer/Deed for registration.
 - (a) Each of the parties hereto agreed that the delivery of any decuments not intended for registration on rittle to the unit may be delivered to the other party hereto by helefax transmission by a similar system reproducing the original or by electronic basemission of electronically signed documents shough the International tocoments so transmitted have been only and majority resculed by the appropriate particular particular produce thereto which may be by electronic signature. The party transmitting any such documents shall also doliver the original of same fundes the document is an electronically signed document to the racional party overright course sent the day of closing or within 7 business duys of closing, if same has been so requested by the recipient party.
 - (e) Norwthstanding anything contained in this agreement to the contrary. It is expressly understood and agreed by the parties harded that an effective tentier shall be desired in these bean validy made by the Vendor upon the Purchaser when the Vendor's conflictor has.
 - (b) gettered all closing documents, keys and/or funds to the Parchaser's solution in accordance with the provisions of the Exercic Decument Registration Agreement.
 - (ii) udvised the Purchaser's solution, vir writing, that the Vendon's ready, witting and abla to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - has completed at steps required by FERS in order to sometite this transaction that can be performed or undertaken by the Vendor's solicitor (vithout) the cooperation or participation of the Purchaser's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the approximation accounts, keys within hards and without any requirement to have an incapendent without evidencing that is supported.

- 11. This Agreement shall be governed by and construed in accordance with the laws of the Province of Critical
- 32 The headings of this Agreement form no past bornoll and oral inserted for convenience of reference only.
- 33. Each of the provisions of this Agraciment shall be desired independent and severable and the invalidity or unerforceability in whole or in part of any one or more of seen provisions shall not be deemed to impair or affect in any names the validity enforceability of effect of the remainder of this Agraement, and in steen seen at the affect or owners of the Agraement affect of the agraement affect of the seen affect of the agraement agraement and in contained determined.
- 34 The Purchaser acknowledges that the Vendor roop from time to hims leader any and all unsoft units in the Gondordinium for committees purposes and this paragraph shall constitute notice to the Purchaser as registered extent of the Unit affect the Unit Transfer Date substantial to the Ad.
- The (a) If any documents required to be executed and detivored by the Putchaser to the Vendor are in fact, executed by a third party appointed as the distancy for the Putchaser for the once of attorney appointing such person must be engineered, in the 1-part files affectively the 1-part of the properties of a displacer required door the soft (see files with a distance required door the soft (see files with a distalony declaration) which are already a party good cancer when the party good cancer what solve party and party good cancer interest to the veneral radia and a declaration.
 - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for a corporation to be interpreted the execution of this Agreement by the principal in principals of soci conditation, or by the pursay manufacture the Purchaser in first for a proporation to be enumperated town to construct the condition of the corporation of succeptance and proporation and construct to condition the present greatering visit represents or detections to signing with respect to the obligations within Europeans from an open property.

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Notice

Any notice given pursuant to the terms of the Agreement shall be deemed to have been proporty given if it is in writing and is delivated by hand ordinary depend post, forwritle immentation or ordinary and to the other loan of the Purchaser or to the Purchaser is Solicate to entrappearly addresses indicated herein at to the address of the Linit after the Closing Date and to the Yeard at 379 "Whoddhis Avenue Soile" (0), Markhain, Chenn Lisk DP4 or such after address as may four Line to thing by given by notice in accordance with the language Such natice shall be deemed to have been received an the cave that between only hand or by electronic and not say to lowing textimite transmission and upon the third say following posting, excluding Saturdays, Sundays and huldrays.

Caxage of Action/Assistances

- The Purchaser acknowledges and agrees that notwithstending any rights which he or are might otherwise have at lew or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights not neve any dam or cause of action whatever as a test of any motiter or thing arising under or in connection with this Agreement, (weather based or founded in contract law or in equity, and whatever from count misrepresentation, negligent interpresentation, broads of contracts, breads of contracts and are actively duty, breads misrepresentation, register interpresentation, from corporation or other legal entity, other than the person, firm, corporation or regular entity, other than the person, firm, corporation or legal entity, according to the law or the person, firm, corporation or legal entity, and condition or other legal entity, and the person of the contraction of
 - All any time proof to the Unit Transfer Date the Vendor shall be partitled to assign this Agreement (and its nights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assigner assuming all obligations under this Agreement and notifying the Purchaser of the Purchaser's suddor of such assignment, the Vonder named herein shell to audiamobiatly relocated from all obligations and Bublifles to the Purchaser artising from this Agreement, and agid assigned a rinal and dependent of all purposes to be the vendor herein as if it trad base an original party to this Agreement, in the process or stead of the Vendor.

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This offer by the Purchaser, shall be previously by the Purchaser smill the Igilificary (suctualing Saludays. Sundays and stated of the Vendor, which offer by the Purchaser, shall be previously by the Purchaser smill the Igilificary (suctualing Saludays. Sundays and statutory materys) features are shall be not and old and the deposit smill the instruction to the previously between the old sold and the deposit smill be instructed to the Purchaser without intend or deduction. Associates by the Variation of this older shall be deposit smill be instructed by the Variation of this older shall be deposited to the previously sentence, which requiring any notice of such scoregiance for eachiered to the Purchaser perfort to such time. Which intends the previously of the feregory, occapance of the eights provided. If of jith intended to very of felializations and folializations and folializations and folializations are shall as deemed a read a tay (reflected on for furthership the previous propositions) the subject of the individual copy of the light sent on the subject of the individual copy of the light sent of the subject of the individual copy of the light sent of the subject of the individual copy of the light sent of the subject of the individual copy of the light sent of the subject of the individual party movined that a confirmation of such testand transmission is received by the mensioning party as the time of such transmission, and this original executed documents there are forthwell countered (or personally celevered) to the recipion of the folializations.

Nun Merger

The covenants and agmements of each of the parties herelo shall not merge on the Unit Transfer Cabe, but shall remain in Isli force and effect according to their respective terms, unto the outstanding abligations of each of the parties herelo cave been duly performed or fulfilled in accordance with the covarions of this Agreement. No further written assumences evaluating to confirming the non-merger of the coveragins of either of the parties hereto shall be required or requested by or on behalf of either party barelo.

Nonce/Warring Provident

- The Purchaser is hereby advised that noise levels couled by its Candelprium's mechanical equipment, the banding and tubouding of mater insiders and the decomposite accompanied elements and the deay operation of businesses within Julian stay occasionally cluster ender and neonviolation to Julia decupients.
 - The Purphaser accordingles and pages that the Vendor (and any of its authorized agents, representatives audior contractors), as well as one or more authorized representatives of the Condominion, shall be permitten to article that their start Consequients there is considerable and representative or recognitive work for which the Vendor is representable, and to display this Condominion of state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act; (b)
 - Purchasers are advent that make and/or odour levels from survoursing commercial and/or industrial businesses, may be of concern and occasionally interfers with some activates of the Unit occusions as the sound levels may exceed the Survival and the Ministry of Environment's new critical.

Pricegory Ways [RID: Please review this section carefully and adviso what portions, if any, you still need to include in this Aureement.)

- The Purchasion agrees that he is also shall not be unliften to commonce improvements which he or she wishes in make to the land (the "Purchased's Work") wishout suffring the following conditions:
 - The Purchaser has obstined the watter approval of the Vendor ϕ or to any commencement of the Purchaser's Work, which approval shall not be unreasonably without; iai
 - ibi f the Purchaser wanes to commence the Purchasers Work, the Purchaser shall account to the Various for approval in accountneewill the Various esquatements a complete set in plans, thanning, specifications, discussions actionizely, introduction contracting and interfluentiation (estimately for Purchasters Plans II as may, be a necessively a gestional for the computer and various and complete and appropriate appropriate appropriate and appropriate app
 - The Pulchaser's Pland shall be subject to the augment of the Venicor which approve shall not be unaccopacity by partners withing. The Venicor and modify the Pulchaser of its approved of the Parchaser State of the approximation of a vicinity of the Parchaser shall not propagate and when the mental within the partners of the service of









- (ii) No Punktoper's Work shall be commenced until the Punchaser's Plans have been approved as writing by the francor and the Punchaser's Work shall be performed strictly in secondance with the Punchaser's Plans as previously approved to be an writing by the Vendor. The dender shall be entitled to an administration fee for reviewing and approving the Punchaser's Plans, which fee shall be spublished to Nine Huntited and Pirty (8850 00) Dobars per unit. As of of the Punchaser's Plans with the Vendor's conseal endorsed testing and the kept at the Unit at all times throughout the punchaser has not been the Punchaser's Plans with the Vendor ray at 3s sole option at the expensation for him Punchaser's Plans as deviated the Punchaser's Work which does not compay with the Punchaser's Plans as deviated by approved by the Vendor the Ostano Building Code or any other governments's requirements.
- (in) The Purchaser shall not do domnitted to perform any Purchaser's Work in the common elements.
- (v) The Purchaser's Meet, the Unit insured during the period of time is which the Purchaser's Meet, as may be required by the Condominate and/or the Various, which is under the Various, which is under the Various which is course of conductor, or of Proteor's Work, fightly Insurance of a minimum of Two Million (\$2,000,000,00) Colart, and worker's companisation naverage. The Purchaser shall be exaponable to and keep insured all improvements to the standard unit and shall assume of liability in respect of some.
- (c) Prior to the obstacting any work, the Purchaser shall obtain all necessary consists, possible, licences, criticallies and inspections from all mandpel, governmental and regulatory enteriors having unadiction, and shall dealer to the Vendor capes of same and shall peel permits as required,
- (4) (i) All the Purchaser's Work, as well as the operations which the Purchaser curries out within the Unit, shall example with all appreciate laws by laws, building orders purplis and appreciate for such work as well as with the registeration of the Vendor's andor the Cooperation's training, if any of the foegoing are not in compliance and the Purchaser lain to remedy such non-compliance forthwith, the Vendor may, or its sole option, remedy some, as the Purchaser's expense, payable on domand.
 - (ii) The Purchasor shall in no event make may structural olterations not any attarations which shall alter the structural parts of the building constituting part of the common elements.
 - (5i) Any demage to the Unit, the Condominum or the (Yoperty Suring the participance of the Purchaser's work by the Purchaser, its contractors, subcontractors, tradeamen of motional suppliers than immodalety be depaired by the Purchaser or at the Meditor's ciption, by the Vertice, at the expense of the Purchaser, overbeen of warmen.
 - (iv) Upon termination of this Agreement, the Purchaser shall forthwith compute all of the Purchaser's Work from the Unit and restore the Unit to its original condition as it existed on the day immediately prior in the date the Purchaser's Work commission of all the Vendor's hallow, the Purchaser's Work to the extent it has open completed shall then remain in the Unit and shall become thin proporty of the Vendor.
- (4) The apprior in writing of the Vandor's architect or other qualified consultants shall be shading on both the Vendor and the Purchaser respecting all matters of dispute reparting the Purchaser's Work, including the state of completion and whether or not the Purchaser's Work is consisted on a good and workmonths manure and a scootdance with the Vandor's requirements, the Purchaser's Plans as approved by the Vandor and liss disputant.
- f) The Purchaser shall ensure that no constitution fier or any other lien affects the Condominism or the Property or any part thereof including the Unit, in respect of materials supplied or work done or to be done by the Purchaser or at one behalf of the Purchaser or related to the Purchaser's Work and if the Purchaser last of discharge or at any such first plot discharged on later then five (5) days after relations from these flows to the Purchaser is set on the Purchaser is set on the Purchaser is set on the purchaser of the Vendor, the Vendor may, but shalf not be obligated to discharge the early spaying the amount calined to be due tall occurs or whichly to the less training and the vendor, the vendor which and expenses (including light losses are a sufficient may his dient bases) shall be payable by the Purchaser to the Vendor forthwith an demand.
- 14. The Purchaser administration in the event that he or she adquires file to the Unit prior to the commissionment of confliction of improvements to the Unit he or she shall also be obligated to obtain such consents duting increasibly them the Confirmant and sould by the terms of the Confliction. Commission and in regard to such construction.
- The Princhase shall be obligated to ribinar any occupancy permit required by any monetive, governmental or regulatory outhorry having prediction and small make available to the Vender copies at same,
- 6° Whenever in this paragraph for Vendor performs work due to some default by the Porchaser which the Purchaser is required to pay for that the Purchaser shall, together with all other recoveres parmitted behaviorder, pay to the Vendor an administration (see equal to filleon, per deal (15%) of this recoveries.
- (i) The Purchaser coronants and agrees that the Purchaser shall not, either before or after clusting, he entitled to eract, after, or maintain any signago, whatecurver, advertising the name of the possiplers of the Unit and/or the use of the Unit and/or markers. It any portion of the common demands, recoding whold finitizion to the libitative or subject undeed all values adjacent to the Unit, oscopi he havely appendically provided in as provided under the Configuration.

Pyton algrage shall, subject to the forms of the Congomerum Decembers, comprise a separate within locations's felarance by the Verdor. Subject to establish at any given time, and subject to entering into a lease or locative with the owner of the Sign Linit is Prodriver wit de permitted to attach a sign to the pyton sign (s) as not the decetted of the owner of the Sign Linit.

tu shi filikhi shikkun af Yiq Punchasor ta corecty with any of the processor of this paragraph, increasing the provisions to our to the Yurdor for domains any consums expended by the Yorker in Lecondomic with the provisions thamed the Vender may this option by protos to the Punchason, reside the Appetency multi and york, and such paragraph as deposit moneys over neutrality (paythe) with any intends debred thereon, its faudated thamages and not as a ponalty.

CHARLET & CAMED IN the Collegeous and London Doe of Personal Information

 পঞ্জ কি ক্ষেত্ৰতে কৰা বিপ্ৰবিদ্ধানৰ বেলাল্ডেকাৰৰ কৰে কৰা কৰা কৰা কৰা বৰ্ষাৰ ক্ষিত্ৰত লাভাইন বিশ্বকল না হাজনাল্ড কৰ্মকাৰিক নামিক ব্যাধানিক কৰা কিবলৈকে ক্ষাণ্ডেকাৰক প্ৰকাশনৰ নাম ক্ষিত্ৰতে প্ৰথম কৰা ক্ষিত্ৰতে বিশ্বকল কৰা কৰিবলৈকে ক্ষাণ্ডিকাৰ কৰা কিবলৈকে ক্ষাণ্ডিকাৰক প্ৰথম কৰা ক্ষাণ্ডিকাৰক প্ৰকাশনক কৰা ক্ষাণ্ডিকাৰক ক্

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amended), the Purchaser nereby consents to the Vandor's collection and use of the Purchasers personal information recessing and sufficient to enable the Vandor to proceed with the Purchaser's purphase of the Unit, including without implicit, the Purchaser's purphase as many and temperated personal information that Purchaser's purphase secretary in the Unit, method of birth, and in respect of mental about over for the third purphase secretary in subparagraphs (a), (g), (n) and of before and in respect of continuery status, and stopal purphase obtained in the Unit purphase opening and interpretation of the transaction and for purphasers and states and stopal purphase opening in the competition of this transaction and for purchasers and at the unit of the transaction and for a continuer or of the states of an of study posts and of state forms and of the disclosure and of states of the order and the following and office and the order of the order o the following entities, namely to:

- any companies or legal entities that are insociated with, related to or affiliated with the Vendor, other future conduminum declarants that are threated based on a refillated with the Vendor (or with the Vendor's parenthristing company) and are developing one or more either condomnium projects or communities that may be of infered to the purchaser's drainly, for this finited durinous amendment of the Purchaser's family, for this finited durinous amendment of the Purchaser's family, for this finited durinous are marketing, and/or solving various products and/or services to the Purchaser and/or members of the Purchaser's family.
- one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated mits, related to or affiliated with the Vendor, and who may send (by a mail or other means) promotional filterationationatures about new condominations and/or related services to the Purchasor and/or members of the Purchasor's family:
- any (mancial wasfithen(s) providing (or wishing to provide) mortgage financing, panking and/or other financial or related services to the Purchaser souther members of the Purchaser's family, including various writerion, the Vendor's construction tencer(s), the project monitor the Vendor's designated construction tender(s), any warranty bond provider and/or excess conduction and deposit visualer, required in controllor with the development audior construction financing of the Condemnium and/or the financing of the Purchaser's acquisition of the Property from the transfer of the Condemnium and/or the financing of the Purchaser's acquisition of the Property from
- (d) any insurance companies providing (or wisning to provide) inpurance coverage with respect to the Property (or any portion thereon) and/or the common elements of the Condominium, including verhout instation, any title insurance companies providing our wishing to provide) (title insurance to the Purchaset of the Purchaset) in composition of the Insurance to the Purchaset of the Purchaset in the composition of the Insurance to the Purchaset of the Purchaset in the Composition of the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Purchaset of the Purchaset in the Insurance to the Insuran
- any tradestauppiers or sub-tradestauppiers, who have been relatined by or on behalf of the Vendor (or who are otherwise Jesting with the Vendor) to facilitate the completion and finerung of the Unit and the mataliation of any extrasion upgrades ordered or requested by the Purchaser
- one or more providers of cobia television. Eriaphone, lefecommunication, security airm systems, hydro-electicity, childs waterfact water for an object of the Property (or any portion increof) and/or the Concommunication (or any portion increof) and/or the Concommunication (or any portion increof) and/or the entity providing accounty alarm systems and services:
- any relevant governmental authorities or agencies, including without imitation, the Land Titles Office (in which the Condominium is experience), the Ministry of Evitation by the Province of Onland (i.e. with respect to Land Transfer Tax), and Conside Revenue Agency (i.e. with respect to HST);
- Canada Revenue Agency, in whose attention the T-5 interest income tox information return and/or the NR4 non-resident withholding last information return is submitted (where applicable), which will contain or refer to the Parichaser's spotal insurence number or custiness regularization number on got the date may be) as required by Regulation 201(1) (b) (i) of the Income Tax Axt R.S.C. 1985, as amended;
- the Vendor's solicitors, to facilitate the interm occupancy and/or final closing of this transaction, including the closing by electronic means walking frameway Sizet; and Registration System, and which may fin turn) involve the discussive of such patternal information to an internet application system constant to distribution of documentation;
- the condominum corporation for purposes of facilitating the compation of the corporation's voting, leasing analor unter relevant sectors, and to the condominum's property manager for the purposes of facilitating the instrument of reflects the collection of common expenses analor implementing other condominium management/administration functions, and
- (k) any person, where the Purchaser further consents to such disclosure projectosures required by rev

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DEDUCT TO BE HELD IN KUST PANDING (CM'LE DON CH) THE TELMINATION OF THIS INTROME ATO BE CKENITED WITH THE LISTING RECITED THIS TO HORSEMENT OF PURCHASE AND SALE The Puchaer accepts the units in "as is" (undition The first any advances the besteen present program on the absence of the besteen control of the program of the first of th other from an expressed burns. For the payment of the changes of gender or explain required by the context. This Offer is conditional upon the fluyer energing, at the Euyer's own expense, a new First Charge Notingers and shedowy to the Ruyer's like Suyer's sold and blackluic discretion. Unless the Suyer's gives raises in veiling distributed to the Series parametry or in experience with any other previsions for the distributed to the Series parametry or in experience with any other previsions for the distributed to the Series parametry or in experience with any other previsions for the distributed to the Series parameters of the Series parameters. in this Agreement of Fourthers and Suice are Bobedist barrels and Islam than 1138 pure 1940 (5) Manking Days (Salantey, Sunday, and Sitations) Haidays set included from the date following the day believing the date of acceptance of this Other that the batter, this Office that the multipart of the day believing the day believing the date of acceptance of this Other that the batter, this Office than the multipart of the day of the salant of the Suyer's and equipment of the Suye An the true or has not received. In pursuant to establish 8, This other is conditional upon the Buyer's temperature finding the Status Certificating and Attackments antistancing in the Buyer's Lamper's sole and abjected a several This Other is conditioned upon the approval of the serms hercefully the Buyar's Solipilor, Unique the Suyar gives notice in white distributed to the Sellar processes of the Suyar gives notice in white Agreement of Purchase and Salmor any Schedule thereto not lever than 11.58 p.m. Fire [4] Sharman days between the other processes days between the other and the deposit when the Sellar processes days between the Sellar processes and Salmor and School processes and Salmor and School processes and Salmor and Sellar processes and Sellar processes and Salmor and Sellar processes and Sellar processes and Sellar processes and Sellar processes and Salmor and Sellar processes and Sel ed to the Buyerin Ivil widyout deduction. This condition is included for the benefit all Buyer and may be pained all the Buyer's some apicon by notion of which Pris. Office is constituted upon the approval of the Buyer being eithe to votify that the Text Underson the determined Note of higher and, Underso the Buyer gives notice in vertice control to the Schiefe personant or in approvalment of the determined to the Schiefe personant of Burdenson and Sale of any Schieducks therefore not been than 15 of a pure Titizen (15) Subvives may before only the subject and of the appropriate to the schiefe of the schiefe examples without any change or outpings to the Buyar and the Saller further agrees to expositate and will execute an assembly will like hands as required by the Sayer(s) the Trustee This offer is conditional on Light Hordes to Receipt As Som As Dept is from The

SCHEDULE "S" TO AGREEMENT OF PURCHASE AND SALE

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

- 1. A Paradoner Selection desired Patricky 17, 2006, a Supplemental Declaration Statement Costs ASM 25, 2006 and declarating declaration of selections with Section 72 of Pile ASM.
- 2 melana
- 3. The Communica of York Stagles Standard Standard Stage Sta
- 4. Business Has 4 of the Condemnstrate Computation registered by the provider Carlo Regulary Officer on April 20, 2013 to learn your May 1981 (2012).
- 5. Springs Ma. 2 of the Condenses Corporation (Springer in the abrested Link Regulary Chica on April 28, 2013 M. September Ma. VIII 870MM.
- Management Agreement belowers that Constraint Corporation and Service Property Management St.
- 7 Banding Control to Generality, &
- 8. A copy of the Agreement of Purchase and Sala (to which into accombing ment is stacked as a Schedule) ensocial by

The Purchaser nuther acknowledges and agricus inperin the event there is a makeful creame terms (MEDDBORG Buildment as define in accession 7477 of the Act, the Purchaser's gary remoty pushing as an Sont Sarry is admission 7405 of the Agt. notwistaturaing an

DATED at Markham this 14 and at 100 to 100 t

WITHESS:

A

CONFIRMATION OF ACCEPTANCE: NUTWINSTANDIM-AMMINIME CONTAINED FICZZIN TO THE POLICEDRY, I CONFIRM THIS AGREEMENT WITH ALL CHANGES BOTH TYPED & WRITTEN WAS FINAW ACCEPTED BY ALL RACTIES AT 7:45 AMPRICA THAT IS DAM OF NOV , DOTG.



Amendment to Agreement of Purchase and Sale

Form 120 las use in the Prevince of Ontario

WEEN BUYER, BALWANT SINGH RATHORE (IN TRUST For a Company to be incorporated)
SELLER, See Schedule A
Agreement of Purchase and Sale between the Saller and Buyer, dated the
erning the property known as 92 & 93 (AKA A6 & A8) - 8321 Kennedy Rd MARKHAM, ON
as more particularly described in the aforomentioned Agreement.
Buyer(s) and Sallar(s) herein agree to the following Amendments to the digrammentioned Agreement.
ert/Delete:
LETE: The purchase price of the Unit (the "Purchase Price") exclusive of Harmonized Sales Tax, is \$568,000 Five
ndred and Sixty-Eight Thousand DOLLARS in lawful money of Canada.
s Offer is conditional upon the approval of the Buyer being able to verify that the Two Units can be
bined into a single unit. Unless the Buyer gives notice in writing delivered to the Seller personally or in
ordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any edule thereto not later than 11:59 p.m. Fifteen (15) Business days following the date of the acceptance of this
r, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in
without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole
on by notice in writing to the Seller as aforesaid within the time period stated herein. Should the Purchaser ask ler to provide the Seller's consent to the release of information by property management for the purpose of this
dition, the Seller agrees to execute the same forthwith and without any unreasonable delay.
s offer is conditional upon the Buyer's lawyer reviewing the Status Certificates and Attachments and finding the
us Certificates and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. Unless the buyer
s notice in writing to the Seller not later than 5:00 p.m. on the 5th [fifth day] [Excluding Saturdays, Sundays and utory Holidays] following receipt by the buyer of the Status Certificates and attachments, that this condition is
illed, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This
dition is included for the benefit of the Buyer and may be walved at the Buyer's sole option by notice in writing to
Seller within the time period stated herein.
ERT: \$559,900 (F)
he purchase price of the Unit (the "Purchase Price") exclusive of Harmonized Sales Tax, is \$\$48,000 Five
adred and Story Bight Thousand DOLLARS in lawful money of Canada.
withstanding anything contained in this Agreement, any amondment, or attachment thereto, the seller shall be
onsible for any and all taxes and maintenance due until the day of the completion of this transaction.

INITIALS OF SELLER(5):

COME.

2016, Origine Real Elists Assuminion ("OEEA") As making the real like foreways developed by OEEA for the vice and improduction at 11 developed and foreways developed and foreways a

Form 120 Ravised 2014 Page 1 of 2 WEBForms® Deci2015

	50/ler 8
	Je/12/
	Programme 5
	SRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by
	on the May of
	For the purposes of this Amendment to Agreement, "Buyer" includes purchasor and "Seljer" includes vendor. Time shall in all respects the of the essence hereof provided that the time for dolling or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Selje and giver or in their confective foliations who are hereby expressly appointed in this regard.
	All aller Terms and Conditions in the elegenestic and Agreement to remain the come.
۲.	SIGNED BEAUTO AND DELIVERED in the presence of: 19 WON ES who of the person to set my hand and sen!
	[Wilesti] DATE 12-9-16
	(Seal) DATE (Seal)
	I, the Undersigned, agree to the above Offer to Amend the Agreement.
	SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof horeunto set my hand and seal:
•	SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof horeunto set my hand and seal: [Number of the presence o
	[Williams] [Ruyar/Soller] DATE
	The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.
	[Winess] DATE
	CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary Leanting thy Agraement with all changes both typed
	and written was finally accopied by all parties at
	[Stylindow of Selfson Roy]
	ACKNOWLEDGEMENT
	Lacknowling or receipt of my signed copy of this accepted Amendment to Agreement and a substract the Brokerage to forward a copy to my Daylet. Agreement and fourthful for Brokerage to forward a copy to my Daylet. Agreement and fourthful for Brokerage to forward a copy to my Daylet. DATE D
	(Salies Marie)
	(Sezer) Address for Service
	Tel.No.
	Soller's Lawyer Rathore Baig Professional Corporation
	Address #88 7393 Markham Rd., Markham, ON
	Email info@rathorebaig.com 905-471-1187
	70. No. FAX No. FAX No.

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APPENDIX "C"

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Ontario ServiceOntario

REGISTRY

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0848 (LT)

PAGE 1 OF 6
PREPARED FOR LymnLee1
ON 2016/12/15 AT 09:18:58

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * OFFICE #65

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 SCHEDULS A AS IN YR1966697; CITY OF MARKHAM

PROPERTY DESCRIPTION:

ESTATE/OUALLFIER: FEE SIMPLE ABSOLUTE

PROPERTY REMARKS:

RECENTLY: CONDOMINIUM FROM 02963-3694

CAPACITY SHARE

PIN CREATION DATE: 2015/01/06

OWNERS' NAMES
JADE-KENNEDY DEVELOPMENT CORPORATION

DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CERTO
росим	ENT TYPES AND	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2019	TS SINCE: 2015/01/06 **		
BYLAW NO. 130	9 RE: BUILDING	G RESTRICTIONS SEE	1951/07/26 BYLAW THE CORPORATION OF THE TOWNSHIP OF MARKHAM OF MARKHAM ASSESSIVE (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKIWCHUK	, AXINCHUK	υ
NOTICE					υ
ig Ai	RPORT SITE ZONE	THE REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)	THE MINISTER OF TRANSPORT 1-636)		
NOTICE	CE ACT AND THE PICH	2005/08/18 NOTICE THE MINISTER THE MINISTER THE MINISTER TEMPARS: AEROMATTICS ACT AND THE PICKERING AIRPORT SITE ZOWING REGUL	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT TO ZONING REGULATIONS (SOR/10000-636)		υ
ğ	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSDORT		υ
LIC	S ACT AND THE PIC	KERING AIRPORT SIT	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS		
ξ	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISPER OF TRANSPORT		υ
77	S ACT AND PICKER	NG AIRPORT SITE ZÓ			
er ≀h	2008/04/16 TRANSFER REWARKS: PLANNING ACT STATEMENTS	\$2,063,300	\$2,063,300 2022662 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
E m	2008/04/16 TRANSFER REMARKS: PLANNING ACT STATEMENTS	\$6,492,700	\$6,492,700 2030445 ONTARIO INC.	Jade-kennedy development corporation	Ü
E m	3 2010/02/24 TRANSFER REMARKS: PLANNING ACT STATEMENTS	\$1,200,000	\$1,200,000 DOUGSON INVESTMENTS INC.	JADE-KENNEDY DEVZLOPMENT CORPORATION	U
Ã	CHARGE	\$30,000,000	\$30,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	υ

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCENTAIN 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

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * 29759-0848 (LT)

PAGE 2 OF 6
PREPARED FOR LynnLeel
ON 2016/12/15 AT 09:18:58

REG. NOM.	DATE	INSTRUMENT TYPE	ANOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1445332	2010/02/25	NOTICE OF LEASE	\$2	\$2 JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERMERET INC.	ບ
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	ט
YR1495980 REN	2010/06/15 GRKS: YR1444	2010/06/15 POSTPONEMENT REMARKS: YR1444874 TO YR1495979		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1499090	2010/06/18 MRKS: PT 4 6	0 2010/06/18 NOTICE REPARENCE 65R30830 PT 8 65R30830- AFFECTS FIRSTLY,	PT 8 65R30830- AK	THE CORPORATION OF THE TOWN OF MARKHAM FECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
YR1533099 REN	2010/08/13 WARKS: YR1444	9 2010/08/13 POSTPONEMENT REWARKS: XR1444674 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AL	TS FIRSTLY, SECON	AVIVA INSURANCE COMPANY OF CANADA DEK, FOURTHEX AND FIFTHEY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	υ
YR1616918 REM	2011/03/02 WARKS: YR1444	B 2011/03/02 POSTPONEMENT REWARKS: XR1444674 TO YR1616829		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	υ
YR1699150 REA	2011/08/22 API REMARKS: YR1445332	apl (General) 1332		т & °° SUPERMARKET INC.	Jade-kennedy development corporation	U
YR1721683	2011/10/03	CHARGE	\$16,500,000	\$16,500,000 JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	U
YR1763873	2011/12/23	CHARGE	\$45,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	ວ
YR1763874 REA	1 2011/12/23 NO REMARKS: YR1763873.	NO ASSGN RENT GEN 873.		JADR-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	υ
YR1763902 REA	2011/12/23 NO REMARKS: YR1445332.	NO ASSGN RENT SPEC 1332.		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	U
YR1764062 REA	2011/12/23 WARKS: YR1721	2 2011/12/23 POSTPONEMENT REWARKS: YR1721683 TO YR1763873		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	υ
YR1832081 REA	L 2012/06/01 NO REMARKS: YR1763873	NOTICE 8973	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	ט
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MORENERGY CAPITAL CORPORATION		C
		to Carmanacaa Currentor Ca	CORRECTIONAL OR CHIOLOGIC	WAS ALL DEFENDED THE THEORY OF CASE OF SAIV	wreadens and demended Nordanaparan with	

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0848 (LT)

PAGE 3 OF 6
PREPARED FOR LynnLee1
ON 2016/12/15 AT 09:18:58

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * LAND REGISTRY OFFICE #65

CERT/ CHKD									•			-			
	<u> </u>	υ	υ	υ	U	υ	υ	υ	υ	υ	υ	υ	<u> </u>	<u>. υ</u>	υ
PARTIES TO			JADE-KENNEDY DEVELOPMENT CORPORATIN	THE CORPORATION OF THE CITY OF MARKHAM	THE CORPORATION OF THE CITY OF MARKHAM	THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION					AM-STAT CORPORATION			
PARTIES PROM	JADE-KENNEDY DEVELOPMENT CORPORATION		THE CORPORATION OF THE CITY OF MARKHAM	AVIVA INSURANCE COMPANY OF CANADA	AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	JADE-KENNEDY DEVELOPMENT CORPORATION		JADB KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	\$10,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	GLOBAL MECHANICAL LTD.	\$14,465 GLOBAL FIRE PROTECTION LTD.
AHOUNT							\$1					\$10,000,000		\$102,626	\$14,465
INSTRUMENT TYPE	0 2012/12/21 APL ABSOLUTE TITLE REMARKS: YR1941753 AND YR1924688	PLAN REFERENCE	NOTICE	2013/03/13 POSTPONEMENT REWARKS: YR1444874 TO YR1954840	2 2013/03/13 POSTPONEMENT REMARKS: XR1721683 TO XR1954840	4 2013/03/13 POSTPONEMENT REWARKS: YR1763873 TO YR1954840	TRANSFER RELÆABAND 10.	STANDARD CONDO PLN	CONDO DECLARATION	CONDO BYLAW/98 NO. 1	CONDO BYLAW/98 NO. 2	CHARGE	CONDO BYLAW/98 NO 3	CONSTRUCTION LIEN	CONSTRUCTION LIEN
DATE	2012/12/21 F	2013/03/05 FEWARKS: STRATA	2013/03/13	2013/03/13 1 GRKS: YR14448	2013/03/13 1 GARKS: YR17216	2013/03/13 1 WARKS: YR17638	B 2013/04/04 TR REMARKS: YR623430.	2013/04/17	2013/04/17	7 2013/04/29 CONI REMARKS: BY-LAW NO.	1 2013/04/29 CONDO REMARKS: BY-LAW NO. 2	2013/09/04	6 2014/04/03 REMARKS: BYLAW N	2014/11/27	2014/11/28
REG. NOM.	YR1928490 REM	65R34162 REW	YR1954840	YR1954841 REA	YR1954842 REA	YR1954844 REA	YR1962278 REN	YRCP1228	YR1966697	YR1970477	YR1970484 REA	YR2029025	YR2112686 RE3	YR2222182	YR2222710

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0848 (LT)

PAGE 4 OF 6
PREPARED FOR Lynniee1
ON 2016/12/15 AT 09:18:58

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * LAND REGISTRY OFFICE #65

CHIXO	ບ	o .	U	U	Ü	υ	υ	<u>.</u>	U	บ	ن د	U_	o .		บ	U
PARTIES TO													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 ANISHYIN BANK OF CANADA AM-STAT CORPORATION			JADE-KENNEDY DEVELOPMENT CORPORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION
PARTIES FROM	GLOBAL MECHANICAL LTD.	PRENDEL KITCHENS LIMITED	2050491 ONTRRIO INC.	GLOBAL PRECAST INC.	GUEST TILE INC	TRIUMPH ROOFING & SHEET METAL INC.	DIRCAM ELECTRIC LIMITED	GREAT PYRAMID ALLMINUM LTD.	DRAGLAM WASTE & RECYCLING INC.	PROCEN INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.	PRENDEL KITCHENS LIMITED		\$601,566 IMPERIAL TRIM SUPPLY LTD.	GLOBAL MECHANICAL LID.
AMOUNT	\$195,012	\$226,447	\$501,133	\$132,902	\$249,916	\$81,519	\$822,797	\$62,154	\$10,826	\$11,978		\$37,604		YR2230304	\$601,566	
INSTRUMENT TYPE	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIBN	CONDO AMENDMENT 597. YRCP1228.	CONSTRUCTION LIEN	CERTIFICATE	REMARKS: CERTIFICATE OF ACTION FOR	CONSTRUCTION LIEN	CERTIFICATE
DATE	2014/11/28 C	2014/12/11 C	2014/12/15 C	2014/12/17	2014/12/19	2014/12/24 C	2014/12/30	2014/12/30	2014/12/31	2015/01/02	CONDO AMENDME CONDO AMENDME REMARKS: YR1966697. YRCP1228.	2015/01/08	2015/01/13	ARKS: CERTIFI	2015/01/27	2015/01/27
REG. NOM.	YR2222713	YR2230304	YR2232092	YR2233490	YR2235281	YR2236748	YR2237716	YR2237952	YR2238316	YR2238636	YR2238990 REW	YR2240570	YR2242380	REA	YR2248368	YR2248403

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 6
PREPARED FOR LynnLee1
ON 2016/12/15 AT 09:18:58

REGISTRY
OFFICE #65
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM. DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERCO
ARKS: YR2222	REWARKS: YR2222713 & YR2222182				• • •
2015/01/28	CERTIFICATE		GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT COPORATION AVIVA. INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA	Ü
ARKS: CERTIF	REMARKS: CERTIFICATE OF ACTION FOR FR2235281	R2235281		am-stat corporation	
YR2249452 2015/01/29	CONSTRUCTION LIEN	\$333,239	\$333,239 ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		υ
YR2250114 2015/01/30	NO CHING ADDR CONDO		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		Ü
YR2251585 2015/02/03 REMARKS: CERTIF	S 2015/02/03 CERTIFICATE REWARKS: CERTIFICATE OF ACTION FOR KR2236748	R2236748	TRIUMPH ROOFING & SHEET METAL INC.		Ų
YR2253220 2015/02/06	CERTIFICATE		DIRCAM BLECTRIC LIMITED	JADB-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION LANGENTIAN BANK OF CANADA ATVAL INSURANCE COMPANY OF CANADA	υ
REMARKS: CERTIF	REMARKS: CERTIFICATE OF ACTION				
YR2254098 2015/02/10	CONSTRUCTION LIEN	\$89,648	\$89,648 MJC CONTRACTING 2014 INC.		U
YR2254630 2015/02/11	CBRTIFICATE		GREAT PYRANID ALUMINUM LID	81 CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA	υ
REMARKS: CERTIF	REMARKS: CERTIFICATE OF ACTION - YR2237952	237952		AVIVA INSURANCE COMPANY OF CANADIA	
YR2262436 2015/03/03	CONSTRUCTION LIEN	\$11,112	\$11,112 SKYWAY CANADA LIMITED		υ
YR2264794 2015/03/09	CERTIFICATE		IMPERIAL TRIM SUPPLY LTD.	JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LID. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LID. D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA AVIVA INSURANCE COMPANY OF CANADA	U
REMARKS: YR2248368	3368			am-stat corporation	
XR2271382 2015/03/27	CERTIFICATE		03/27 CERTIFICATE JADE-KENNEDY DEVELOPMENT CORPORATION	JADE-KENNEDY DEVELOPMENT CORPORATION	ارد ا

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PAGE 6 OF 6
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ON 2016/12/15 AT 09:18:58

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DATE INSTRUMENT IYPE ANOUNT PARTIES FROM	AMOUNT		PARTIES F	жон	PARTIES TO	CERT/ CHKD
					HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THEI MINISTRY OF TRANSPORTATION WITH BRAINDSPATION OF YORK	
					CITY OF MARKHAM	
					AVIVA INSURANCE COMPANY 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.	
REMARKS: YR2254098	860					
YR2271419 2015/03/27 CONDO LIEN/98 \$2,393 YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		\$2,393 YORK REGION STANDARD CONDOMINIUM COR	YORK REGION STANDARD CONDOMINIUM COR	PORATION NO. 1228		υ
2015/04/10 CERTIFICATE SKYWAY CANADA LIMITED	SKYWAY CANADA	SKYWAY CANADA				ນ
REMARKS: CERTIFICATE OF ACTION RE: FR2262436	ICATE OF ACTION RE: PR2262436	R2262436				

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0849 (LT)

PREPARED FOR LynnLeel ON 2016/12/15 AT 09:20:04 PAGE 1 OF 6

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * REGISTRY OFFICE #65

PROPERTY DESCRIPTION:

UNIT 93, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228 AND 1TS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR1966697; CITY OF WARKHAM

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY. CONDOMINIUM FROM 02963-3694

CAPACITY SHARE

PIN CREATION DATE: 2015/01/06

OWNERS' NAMES
JADE-KENNEDY DEVELOPMENT CORPORATION

JADE-KENNED	JADE-KENNEDY DEVELOPMENT CORPORATION	CORPORATION				
REG. NUM.	DATE	INSTRUMENT TYPE A	AHOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOD	T INCLUDES AL	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015	TED INSTRUMENT	IS SINCE: 2015/01/06 **		
MA31145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP		Ů.
. RE	WARKS: BY-LAW	NO. 1309 RE: BUILDING RESI	TRICTIONS SEE	REMARKS: BY-LAM NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKINCHUK	NAKINCHUK	
YR686388	2005/08/18 NOTICE	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		υ
RR	MARKS: PICKER	REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)	G. (SOR/1000	-636)		
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISPER OF TRANSPORT		U
RE	MARKS: AERONA	UTICS ACT AND THE PICKERING	G AIRPORT SIT	REMARKS; AEKONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)		
YR694205	2005/08/31	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		υ
- KE	SMARKS: AERONA	UTICS ACT AND THE PICKERING	G AIRPORT SIT	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS		
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE WITH COME OF TRANSPORTE		Ü
RE	SMARKS: AERONA	UTICS ACT AND PICKERING AIR	RPORT SITE ZO			
YR1149869	2008/04/16 TRANSFER EWARKS: PLANNING ACT ST	2008/04/16 TRANSFER REWARKS: PLANNING ACT STATEMENTS	\$2,063,300	\$2,063,300 2022662 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	ပ
XR1149870	2008/04/16 EMARKS: PLANNI	2008/04/16 TRANSFER REWARKS: PLANNING ACT STATEMENTS	\$6,492,700	\$6,492,700 2030445 ONTARIO INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
YR1444873 RE	2010/02/24 EWARKS: PLANNI	2010/02/24 TRANSFER REMARKS: PLANNING ACT STATEMENTS	\$1,200,000	\$1,200,000 DOUGSON INVESTMENTS INC.	Jadr-kennedy development corporation	υ
YR1444874	2010/02/24	CHARGE	\$30,000,000	\$30,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	υ

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 6
PREPARED FOR LynnLeel
ON 2016/12/15 AT 09:20:04

OFFICE #65 29759-0849 (IT) 4 CERTIFIED IN ACCREDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * LAND REGISTRY OFFICE #65

CERT/ CHKD																:	
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PARTIES TO	T. & T. SUPERMARKET INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	THE CORPORATION OF THE TOWN OF MARKHAM	JADS-KENNEDY DEVELOPMENT CORPORATION	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	THE CORPORATION OF THE TOWN OF MARKHAM	ROGERS COMMUNICATIONS INC.	JADE-KENNEDY DEVELOEMENT CORPORATION	AVIVA INSUEANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA		SCRIPTION REPRESENTED FOR THIS PROPERTY.
PARTIES PROH	JADE-KENNEDY DEVELOPMENT CORPORATION	THE CORPORATION OF THE TOWN OF MARKHAM	AVIVA INSURANCE COMPANY OF CANADA	0 2010/06/18 NOTICE THE CORPORATION OF THE TOWN OF MARKHAM REWARKS: PT 4 65R30830 PT 5 65R30830 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	AVIVA INSURANCE COMPANY OF CANADA IDLY, FOURTHLY AND FIFTHLY LANDS	THE CORDORATION OF THE TOWN OF MARKHAM	AVIVA INSURANCE COMPANY OF CANADA	JADE-KENNEDY DEVELOPMENT CORPORATION	T & T SUPERMARKET INC.	\$16,500,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$45,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	Jade-Kennedy development corporation	Jade-Kennedy development corporation	AVIVA INSURANCE COMPANY OF CANADA	JADE-KENNEDY DEVELOPMENT CORPORATION	MORENERGY CAPITAL CORPORATION	NOTE: ADJOINING PROPERTIES SHOILD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
AMOUNT	\$2	2\$		0 PT 8 65R30830- AL	ECTS FIRSTLY, SECO	\$2		\$2		\$16,500,000	\$45,000,000				\$	\$2	SHOULD BE INVESTIG
INSTRUMENT TYPE	NOTICE OF LEASE	NOTICE	2010/06/15 FOSTPONEMENT REMARKS: XR1444674 TO YR1495979	NOTICE 5R30830 PT 5 65R3083	2010/08/13 POSTPONEMENT AVERCES FIRSTLY, SECCIPLY, FOURTHLY AN	NOTICE	B 2011/03/02 POSTPONEMENT REWREKS: YR1444874 TO YR1616829	TRANSFER EASEMENT	APL (GENERAL) 332	CHARGE	CHARGE	NO ASSGN RENT GEN 873.	NO ASSGN RENT SPEC	2011/12/23 POSTPONEMENT REMARKS: YR1721683 TO YR1763873	NOTICE 973	NO SEC INTEREST	STITARGORG PROTES
DATE	2010/02/25	2010/06/15	2010/06/15 PARKS: YR14448	2010/06/18 WARKS: PT 4 65	2010/08/13 WRKS: YR14448	2011/03/03	2011/03/02 WARKS: YR14445	2011/06/02	2011/08/22 API REMARKS: YR1445932	2011/10/03	2011/12/23	1 2011/12/23 NO REMARKS: YR1763873	2011/12/23 NO REWARKS: YR1445332.	2011/12/23 MARKS: YR17216	1 2012/06/01 NO: REWARKS: YR1763873	2012/10/05	NOTE: B
REG. NUM.	YR1445332	YR1495979	YR1495980 REM	YR1499090 REN	YR1533099 REA	YR1616829	YR1616918 REP	YR1657121	YR1699150 REA	YR1721683	YR1763873	YR1763874 REA	YR1763902 REA	YR1764062 REA	YR1832081 REA	YR1895409	

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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5	Ontario	Ur Ontario serviceOntario		55 LED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT	PREPARED FOR LymnLee1 ON 2016/12/15 AT 09:20:04 TO RESERVATIONS IN CROWN GRANT *	
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO CHRI	CERT/ CHKD
YR1928490	2012/12/21 WARKS: YR1841;	2012/12/21 APL ABSOLUTE TITLE REMARKS: YR1841753 AND YR1924688		JADE-KENNEDY DEVELOPMENT CORPORATION	S	
65R34162 RE	2013/03/05 REMARKS: STRATA	PLAN REFERENCE			· v	
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	
YR1954841	2013/03/13	L 2013/03/13 POSTPONEMENT REMARKS: YR1444874 TO YR1954840		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954842	2013/03/13	2 2013/03/13 POSTPONEMENT REWARKS: YR1721603 TO YR195400		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954844 RE	2013/03/13 SMARKS: YR1763	4 2013/03/13 POSTPONEMENT REMARKS: YR1763873 TO YR1954840		LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1962278 RE	B 2013/04/04 TR REMARKS: YR623430.	TRANSFER RELEABAND	T\$	\$1 JADE-KENNEDY DEVELOPMENT CORPORATION	JADE-KENNEDY DEVELOPMENT CORPORATION	
YRCP1228	2013/04/17	STANDARD CONDO PLN			Ü	
YR1966697	2013/04/17	CONDO DECLARATION		JADE KENNEDY DEVELOPHENT CORPORATION	U	
YR1970477	2013/04/29 WARKS: BY-LAM	7 2013/04/29 CONDO BYLAW/98 REWARKS: BY-LAM NO. 1		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	U	
XR1970484 RE	4 2013/04/29 CONDO REMARKS: BY-LAW NO. 2	CONDO BYLAW/98 W NO. 2		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	U	.= .
YR2029025	2013/09/04	CHARGE	\$10,000,000	\$10,000,000 JADB-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	
YR2112686	2014/04/03 EWARKS: BYLAW	CONDO BYLAW/98 NO 3		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	U	
YR2222182	2014/11/27	CONSTRUCTION LIEN	\$102,626	GLOBAL MECHANICAL LTD.	U	
YR2222710	2014/11/28	CONSTRUCTION LIEN	\$14,465	GLOBAL FIRE PROTECTION LID.	U	
	, conver		denkormonium ad amono	ANG AI SAIDNAUSISNOONI ANIHAIGOSAG NIGHGADSA OF	THE BEACHTOTON SEPRESENTING FOR THIS PROPERTY.	

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0849 (LT)

PAGE 4 OF 6 PREPARED FOR LynnLee1 ON 2016/12/15 AT 09:20:04

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT * LAND REGISTRY OFFICE #65

CERT/ CHKD	C	υ	υ	υ	υ	υ	U	U	υ	υ	υ	υ	υ			υ	ວ
PARTIES TO													JADE-KENNEDY DEVELOPMENT CORPORATION MAIN INCURINDMENT CORPORATION	MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. ANIVER, INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION			JADE-KENNEDY DEVELOPMENT CORPORATION AUTVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA AM-STAT CORPORATION
PARTIES FROM	GLOBAL MECHANICAL LTD.	PRENDEL KITCHENS LIMITED	2050491 ONTARIO INC.	GLOBAL PRECAST INC.	GUEST TILE INC	TRIUMPH ROOFING & SHEET METAL INC.	DIRCAM BLECTRIC LIMITED	GREAT PYRAMID ALUMINUM LTD.	DRAGLAM WASTE & RECYCLING INC.	\$11,978 PROCAN INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	\$37,604 CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.	FRENDEL KITCHENS LIMITED			IMPERIAL TRIM SUPPLY LTD.	GLOBAL MECHANICAL LTD.
AKOUNT	\$195,012 G	\$226,447 F	\$501,133	\$132,902	\$249,916 6	\$81,519	\$822,797	\$62,154	\$10,826	\$11,978	<u> </u>	\$37,604 (н		KRZZ30304	\$601,566	
INSTRUMENT TYPE	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIEN	CONSTRUCTION LIBN	CONSTRUCTION LIBN	2015/01/05 CONDO AMENDMENT REMARKS: YR1966697, YRCP1228.	CONSTRUCTION LIEN	CERTIFICATE		REMARKS: CERTIFICATE OF ACTION FOR KRZZ30304	CONSTRUCTION LIEN	CERTIFICATE
DATE	2014/11/28	2014/12/11	2014/12/15	2014/12/17	2014/12/19	2014/12/24	2014/12/30	2014/12/30	2014/12/31	2015/01/02	2015/01/05 WARKS: YR19666	2015/01/08	2015/01/13		MARKS: CERTIF.	2015/01/27	2015/01/27
REG. NUM.	YR2222713	YR2230304	YR2232092	YR2233490	YR2235281	YR2236748	YR2237716	YR2237952	YR2238316	YR2238636	YR2238990 REN	YR2240570	YR2242380		REI	YR2248368	YR2248401

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 6 PREPARED FOR LymnLeel ON 2016/12/15 AT 09:20:04

OFFICE #65 29759-0849 (LT) 29759-0849 (LT) CESERVATIONS IN CROWN GRANT * LAND REGISTRY OFFICE #65

CERT/ CHKD															
	_	O	•	Ö	U	U	U	•	U	U		U	U	****	U
PARTIES TO		JADE-KENNEDY DEVELOPHENT COFORATION AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA	AM-STAT CORPORATION				JADE-KENNEDY DEVELOPMENT LIMITED 81 CAPITAL INC AM-STAT CORPORATION INTERMAL INCREMENT OF CANADA STATA INCEPTABLE COMMAN OF CANADA STATA INCEPTABLE COMMAN OF CANADA			81. CAPITAL INC. AM-STAT CORPORATION LAURENTIAN BANK OF CANADA ANIVA INSTIRANCE COMPANY OF CANADA			JADE-KENNEDY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION LITD. MADY DEVELOPMENT CORPORATION MADY DEVELOPMENT CORPORATION D. MADY INVESTMENTS INC. AVIVA INSURANCE COMPANY OF CANADA MA CHAN CORPORATION		JADE-KENNEDY DEVELOPMENT CORPORATION
PARTIES PROM		GUEST TILE INC.		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	TRIUMPH ROOFING & SHEET METAL INC.	DIRCAM RIBCTRIC LIMITED		\$89,648 MJC CONTRACTING 2014 INC.	GREAT PYRAMID ALUMINUM LID		SKYWAY CANADA LIMITED	IMPERIAL TRIM SUPPLY LTD.		/03/27 CERTIFICATE JADE-KENNEDY DEVELOPMENT CORPORATION
AMOUNT			R2235281	\$333,239		R2236748			\$89,648		2237952	\$11,112			
INSTRUMENT TYPE	REMARKS: YR2222713 & YR2222182	CERTIFICATE	REMARKS: CERTIFICATE OF ACTION FOR FR2235281	CONSTRUCTION LIEN	NO CHNG ADDR CONDO	S 2015/02/03 CERTIFICATE REMARKS: CERTIFICATE OF ACTION FOR FR2236748	CBRITIFICATE	REMARKS: CERTIFICATE OF ACTION	CONSTRUCTION LIEN	CERTIFICATE	REMARKS: CERTIFICATE OF ACTION - YR2237952	CONSTRUCTION LIBN	CERTIFICATE	368	CERTIFICATE
DATE	WRKS: YR22227	2015/01/28	ARKS: CERTIFI	2015/01/29	2015/01/30	2015/02/03	2015/02/06	GARKS: CERTIFI	2012/02/10	2015/02/11	WARKS: CERTIFI	2015/03/03	2015/03/09	REWARKS: YR2248368	2015/03/27
REG. NUM.	REP	YR2248965	REP	YR2249452	YR2250114	. YR2251585 REN	YR2253220	REA	YR2254098	YR2254630	REI	YR2262436	YR2264794	REI	YR2271382

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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PREPARED FOR LynnLee1
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REGISTRY
OFFICE #65
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

CERT/ CERCD			
PARTIES TO	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THEH MINISTRY OF TRANSPORTATION THE MINISTRY OF TRANSPORTATION THE REGIONAL MUNICIPALITY OF YORK CITY OF MARKINAM AVIVA INSURANCE COMPANY OF CANADA ANIVA INSURANCE COMPANY OF CANADA AM-STAT CORPORATION 1475398 ONTARIO INC. 1475398 ONTARIO INC. BAFF GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BAFF CANADA INC. BAFF GROUP FINANCIAL SERVICES CANADA, A DIVISION OF BAFF CANADA INC.	0	S
PARTIES FROM		\$2,393 YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	SKYWAY CANADA LIMITED
AMOUNT		\$2,393	FR2262436
INSTRUMENT TYPE	86	YR2271421 2015/03/27 CONDO LIEN/98	2015/04/10 CERTIFICATE REWARKS: CERTIFICATE OF ACTION RE: FR2262436
DATE	REMARKS: XR2254098	2015/03/27	YR2276999 2015/04/10 CERTIFICATE REMARKS: CERTIFICATE OF ACTI
REG. NUM.	eas.	YR2271421	YR2276999 REA

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

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

Court File No. CV15-10882-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

MOTION RECORD OF THE TRUSTEE

(motion returnable December 20, 2016) Phase II Commercial Units) (approval of sale of two

CHAITONS LLP

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

Sam Rappos (LSUC #51399S)

Tel: (416) 218-1137 Fax: (416) 218-1837

E-mail: samr@chaitons.com

Lawyers for the Trustee