

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43
as amended

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and FERNBROOK
HOMES (BROOKDALE) LIMITED**

Respondents

JOINT CASE CONFERENCE BRIEF OF THE LIEN CLAIMANTS

February 12, 2019

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(as at February 11, 2019)

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4	Lien Claimant's Chart
5	Carriage Counsel Order

TAB 1

Agenda – Case Conference with Justice McEwan

Court File No. CV-18-604993-00CL

February 13, 2019

1. Carriage Counsel Order
2. Vacating Liens pursuant to s. 44 of the CLA and payment into court of the balance of the proceeds of sale
3. Compliance with sections 37 and 60 of the CLA
4. Costs of the application, including the attendances on October 18 and December 19, 2018, and the Firm Capital application for a court appointed receiver, having Court File No. CV-18-593097, to be reserved to Justice McEwen for determination on a future date
5. Quincy and Jaekel mortgages – motion for payment out, if any, following production and discovery as set out below
6. Timetable for Proceedings
 - a) Delivery of s. 39 responses by all lenders within 10 days
 - b) Delivery of statements of defence by all lenders within 15 days
 - c) Lenders to advise what priority they allege they have over the Lien Claimants and detail the basis of that alleged priority, by February 22, 2019
 - d) Lien Claimants to deliver documents relating to quantum, timeliness, and lienability by March 15, 2019
 - e) Lenders to provide their position regarding quantum, timeliness and lienability of each Lien Claim within 15 days of receipt of lien claimants' documents
 - f) Lenders to deliver an affidavit of documents and productions relating to the Statement of Issues and Documents Required to be Produced by March 15, 2019
 - g) Examinations for Discovery of Lenders during the weeks of June 10 and 17, 2019 and Lien Claimants, as may be required by Lenders
 - h) Hearing to determine issues relating to Lenders
 - i) Hearing to determine issues relating to Lien Claimants
 - j) Distribution Hearing

TAB 2

Court File No. CV-18-604993-00CL

Preliminary Issues and Documents to be Produced

Case Conference

February 13, 2019

1. Whether the defendants (i) Firm Capital Mortgage Fund Inc. (“Firm Capital”), (ii) Quincy Investments Limited, 969592 Ontario Limited, 969593 Ontario Limited, 2307271 Ontario Inc., Sasso Auto Consulting Inc., Angelo Grossi, David Mark Doubilet, Gus Stamatiou, Robert Di Matteo and Tonino Amendola (collectively, “Quincy”), (iii) RW Fortress Inc. and Jaekel Capital Inc. (collectively, “Jaekel”), (iv) Building & Development Mortgages Canada Inc. and Computershare Trust Company of Canada (“collectively, BDMC”) and/or (v) Centro Mortgage Inc., Olympia Trust Company and BDMC (collectively, “Centro”) (collectively the “Lenders”) are “owners” under the Construction Act.
2. Were any of the mortgages taken by the Lenders building mortgages?
3. Were any of the mortgages taken by the Lenders to repay another mortgage taken with the intention to secure the financing of the improvement?
4. What is the holdback with respect to each contractor and what is the deficiency in the owner’s holdback?
5. When did the first lien arise?
6. Were there any written notices of lien delivered and if so, when?
7. What, if any, priority do the Lenders have over the lien claimants?
8. Whether any mortgages, including the moneys paid to Fortress Brookdale, as hereinafter defined, were in the nature of equity rather than debt and/or whether any of the lenders mortgage claims were subordinated to other claims, including the lien claims.
9. Whether the Lenders paid moneys to one or more of Fortress Brookdale, as hereinafter defined, under their mortgages and if so, were the payments true advances under their mortgages and if so, what were the dates and amounts of each advance?

Documents as defined herein includes, without limitation, all documents relevant to (i) the development, design, financing and/or construction of the improvement, (ii) the supply of and/or the payment of the price of, the services and/or materials supplied to the improvement, (iii) the valuation (including by appraisal, purchase, sale, financing or encumbrance) of the land occupied by the improvement and/or of the improvement and/or (iv) the payments made by the Lenders to Fortress Brookdale, as hereinafter

defined, the purpose of the payments and what the payments were used by Fortress Brookdale for, including without limitation:

- (a) Agreements (including those between BDMC, Centro and the investors), proposals, offers, loan agreements, commitment agreements, loan terms agreements, development agreements, cost consultant agreements, co-tenancy agreements, development consultant agreements, real property security agreements, charges and mortgages;
- (b) all documents in any way related to the raising of funds by way of syndicated mortgage;
- (c) reports, development reports, design reports, financing reports, cost of construction reports and/or construction reports, cost consultant reports and budgets;
- (d) payment account, loan account, mortgage account and bank account statements;
- (e) cancelled cheques, negotiated bank drafts, debit memos and other documents evidencing the dates and amounts of all payments made by the Lenders;
- (f) invoices paid by Fortress Brookdale, Fortress Brookdale's bank statements, cancelled cheques and negotiated bank drafts, Fortress Brookdale's bank's debit memos and other documents evidencing what the payments were used for by Fortress Brookdale;
- (g) purchase agreements, sales agreements, offers to purchase, offers to sell, option agreements, rights of first refusal;
- (h) appraisals, reports, opinions, budgets, profit projections, capital cost summaries and profit and loss statements;
- (i) photographs, drawings, sketches and pictures;
- (j) correspondence, emails, memos and other communications between or among each of the Lenders and the borrower(s) including its/their agents and representatives;
- (k) correspondence, emails, memos and other communications between or among one or more of the Lenders including its/their agents and representatives;
- (l) correspondence, emails, memos and other communications between or among each of the Lenders and the cost consultants and/or the development consultants including its/their agents and representatives;
- (m) correspondence, emails, memos and other communications between or among each of the Lenders and Fortress Brookdale Inc., Fortress Avenue Road

(2015) Inc., Fernbrook Homes (Brookdale) Limited and/or Dominus Construction (2005) Corporation including its/their agents and representatives (“collectively, “Fortress Brookdale”);

- (n) correspondence, emails, memos and other communications between or among Fortress Brookdale Inc., Fortress Avenue Road (2015) Inc., Fernbrook Homes (Brookdale) Limited and/or Dominus Construction (2005) Corporation including its/their agents and representatives;
- (o) correspondence, emails, memos and other communications between or among each of the lenders and other persons including its/their agents and representatives;
- (p) internal correspondence, emails, memos and other communications.

TAB 3

O

Expiry of perfected lien

37 (1) A perfected lien expires immediately after the second anniversary of the commencement of the action that perfected the lien, unless one of the following occurs on or before that anniversary:

1. An order is made for the trial of an action in which the lien may be enforced.
2. An action in which the lien may be enforced is set down for trial. 1994, c. 27, s. 42 (1).

Motion under s. 46

(2) Where a lien has expired under subsection (1), a motion may be made under section 46. R.S.O. 1990, c. C.30, s. 37 (2).

Section Amendments with date in force (d/m/y)

1994, c. 27, s. 42 (1) - 02/04/1983

Saving other rights

38 The expiration of a lien under this Act shall not affect any other legal or equitable right or remedy otherwise available to the person whose lien has expired. R.S.O. 1990, c. C.30, s. 38.

Section 39

PART VI RIGHT TO INFORMATION

Right to information;

39 (1) Any person having a lien or who is the beneficiary of a trust under Part II or who is a mortgagee may, at any time, by written request, require information to be provided within a reasonable time, not to exceed twenty-one days, as follows:

from owner or contractor

1. By the owner or contractor, other than a landlord described in paragraph 4, with,
 - i. the names of the parties to the contract, the date on which the contract was entered into and the date on which any applicable procurement process was commenced,
 - ii. the contract price,
 - iii. a state of accounts between the owner and the contractor containing the information listed in subsection (4.1),
 - iv. a copy of any labour and material payment bond in respect of the contract posted by the contractor with the owner,
 - v. a statement of whether the contract provides in writing that liens shall arise and expire on a lot-by-lot basis, and
 - vi. a statement of whether the contract provides that payment under the contract shall be based on the completion of specified phases or the reaching of other milestones in its completion.

from contractor or subcontractor

2. By the contractor or a subcontractor, with,
 - i. the names of the parties to a subcontract and the date on which the subcontract was entered into,
 - ii. a state of accounts between the contractor and a subcontractor, or between a subcontractor and another subcontractor, containing the information listed in subsection (4.1),
 - iii. a statement of whether there is a provision in a subcontract providing for certification of the subcontract,
 - iv. a statement of whether a subcontract has been certified as complete, and
 - v. a copy of any labour and material payment bond posted by a subcontractor with the contractor or by a subcontractor with another subcontractor.

from owner

3. By an owner who is selling the owner's interest in a premises that is a home, with,
 - i. the name and address of the purchaser, the sale price, the amount of the purchase price paid or to be paid prior to the conveyance, the scheduled date of the conveyance and the lot and plan number or other legal description of the premises as contained in the agreement of purchase and sale, and
 - ii. the date on which a permit authorizing occupancy or a certificate of completion and possession has been issued.

Note: On a day to be named by proclamation of the Lieutenant Governor, subparagraph 3 ii of subsection 39 (1) of the Act is repealed and the following substituted: (See: 2017, c. 33, Sched. 2, s. 76 (2))

- ii. the date on which the permit or material described in clause (b) of the definition of home buyer in subsection 1 (1) has been issued.

from landlord

4. By a landlord whose interest in a premises is subject to a lien under subsection 19 (1), with,
 - i. the names of the parties to the lease,
 - ii. the amount of the payment referred to in subsection 19 (1), and
 - iii. the state of accounts between the landlord and the tenant containing the information listed in subsection (4.1).
R.S.O. 1990, c. C.30, s. 39 (1); 2017, c. 24, s. 32 (1-7), 71; 2018, c. 17, Sched. 8, s. 11.

from mortgagee or unpaid vendor

(2) Any person having a lien or any beneficiary of a trust under Part II may, at any time, by written request, require a mortgagee or unpaid vendor to provide the person within a reasonable time, not to exceed twenty-one days, with,

- (a) sufficient details concerning any mortgage on the premises to enable the person who requests the information to determine whether the mortgage was taken by the mortgagee for the purposes of financing the making of the improvement;
- (b) a statement showing the amount advanced under the mortgage, the dates of those advances, and any arrears in payment including any arrears in the payment of interest; or
- (c) a statement showing the amount secured under the agreement of purchase and sale and any arrears in payment including any arrears in the payment of interest. R.S.O. 1990, c. C.30, s. 39 (2); 2017, c. 24, s. 70.

by trustee or workers' trust fund

(3) The trustee of a workers' trust fund may at any time by written request require any contractor or subcontractor to permit the trustee, within a reasonable time after making the request, not to exceed twenty-one days, to inspect the payroll records of all workers who are beneficiaries of the fund, and who have supplied labour to the making of the improvement, and who are employed by the contractor or the subcontractor. R.S.O. 1990, c. C.30, s. 39 (3).

respecting publication of certificate of substantial performance

(4) A contractor shall, on the written request of a person, provide to the person within a reasonable time after the request is made written confirmation of the date and location of the publication of the copy of the certificate of substantial performance under subsection 32 (1). 2017, c. 24, s. 32 (8).

State of accounts

(4.1) A state of accounts under subsection (1) shall contain the following information, as of a specified date:

1. The price of the services or materials that have been supplied under the contract or subcontract.
2. The amounts paid under the contract or subcontract.
3. In the case of a state of accounts under paragraph 4 of subsection (1), which of the amounts paid under the contract or subcontract constitute any part of the payment referred to in subsection 19 (1).
4. The amount of the applicable holdbacks.
5. The balance owed under the contract or subcontract.
6. Any amount retained under section 12 (set-off by trustee) or under subsection 17 (3) (lien set-off).
7. Any other information that may be prescribed. 2017, c. 24, s. 32 (9).

Information provided by mortgagee

(4.2) For the purposes of clause (2) (b), if amounts have been advanced under the mortgage for the purposes of financing both the purchase price of the land and the making of the improvement, the statement must show the amount advanced under the mortgage for each of those purposes. 2017, c. 24, s. 32 (9).

Liability for failure to provide information

(5) Where a person, who is required under subsection (1), (2), (3) or (4) to provide information or access to information, does not provide the information or access to information as required or knowingly or negligently mis-states that information, the person is liable to the person who made the request for any damages suffered as a result. R.S.O. 1990, c. C.30, s. 39 (5); 2017, c. 24, s. 32 (10).

Order by court to comply with request

(6) Upon motion, the court may at any time, whether or not an action has been commenced, order a person to comply with a request that has been made to the person under this section and, when making the order, the court may make any order as to costs as it considers appropriate in the circumstances, including an order for the payment of costs on a substantial indemnity basis. R.S.O. 1990, c. C.30, s. 39 (6); 2006, c. 21, Sched. C, s. 102 (1).

Section Amendments with date in force (d/m/y)

2006, c. 21, Sched. C, s. 102 (1) - 01/05/2007

2017, c. 24, s. 32 (1-4, 6-9) - 01/07/2018; 2017, c. 24, s. 32 (5, 10), 70, 71 - 12/12/2017; 2017, c. 33, Sched. 2, s. 76 (2) - not in force

Section 59

Carriage of action

59 (1) The court may at any time make an order awarding carriage of the action to any person who has a perfected lien. R.S.O. 1990, c. C.30, s. 59 (1).

Consolidation of actions

(2) Where more than one action is brought to enforce liens in respect of the same improvement, the court may,

(a) consolidate all the actions into one action; and

(b) award carriage of the action to any person who has a perfected lien. R.S.O. 1990, c. C.30, s. 59 (2).

Note: On July 1, 2018, the day named by proclamation of the Lieutenant Governor, section 59 of the Act is repealed. (See: 2017, c. 24, s. 44 (3))

Section Amendments with date in force (d/m/y)

2017, c. 24, s. 44 (3) - 01/07/2018

Section 60

Application to fix date for trial or settlement meeting

60 (1) Any party may make a motion to the court without notice to any other person at any time after,

- (a) the delivery of the statements of defence, or the statements of defence to all crossclaims, counterclaims or third party claims, if any, where the plaintiff's claim is disputed; or
- (b) the expiry of the time for the delivery of these statements of defence in all other cases,

to have a day, time and place fixed for the trial of the action, or for the holding of a settlement meeting under section 61, or both. R.S.O. 1990, c. C.30, s. 60 (1).

Notice of settlement meeting

(2) Where the court orders the holding of a settlement meeting, then at least ten days before the date appointed for the holding of the meeting, the party who obtained the appointment shall serve a notice of settlement meeting upon any person who was, on the twelfth day before the date appointed,

- (a) subject to section 54 (default in filing defence), the owner and every other person named as a defendant in every statement of claim in respect of the action;
- (b) where the lien attaches to the premises, a person with a registered interest in the premises;
- (c) where the lien attaches to the premises, an execution creditor of the owner;
- (d) any other person having a preserved or perfected lien against the premises; and
- (e) a person joined as a third party under section 56. R.S.O. 1990, c. C.30, s. 60 (2); 2017, c. 24, s. 44 (1), 70.

Request to identify other persons having lien

(3) Where the lien does not attach to the premises, the party who obtained the appointment for the holding of the settlement meeting shall request the owner to inform the party who obtained the appointment of the identity of every person described in clause (2) (d). R.S.O. 1990, c. C.30, s. 60 (3); 2017, c. 24, s. 70.

Service of notice of trial

(4) Subject to section 54, where the court fixes a date for trial, the party who obtained the appointment shall serve a notice of trial, at least ten days before the date appointed for trial, upon any person who is or would be entitled to a notice of a settlement meeting under subsection (2). R.S.O. 1990, c. C.30, s. 60 (4).

Note: On July 1, 2018, the day named by proclamation of the Lieutenant Governor, section 60 of the Act is repealed. (See: 2017, c. 24, s. 44 (3))

Section Amendments with date in force (d/m/y)

2017, c. 24, s. 44 (1), 70 - 12/12/2017; 2017, c. 24, s. 44 (3) - 01/07/2018

Section 78

Priority over mortgages, etc.

78 (1) Except as provided in this section, the liens arising from an improvement have priority over all conveyances, mortgages or other agreements affecting the owner's interest in the premises. R.S.O. 1990, c. C.30, s. 78 (1); 2017, c. 24, s. 70.

Building mortgage

(2) Where a mortgagee takes a mortgage with the intention to secure the financing of an improvement, the liens arising from the improvement have priority over that mortgage, and any mortgage taken out to repay that mortgage, to the extent of any deficiency in the holdbacks required to be retained by the owner under Part IV, irrespective of when that mortgage, or the mortgage taken out to repay it, is registered. R.S.O. 1990, c. C.30, s. 78 (2).

Prior mortgages, prior advances

(3) Subject to subsection (2), and without limiting the effect of subsection (4), all conveyances, mortgages or other agreements affecting the owner's interest in the premises that were registered prior to the time when the first lien arose in respect of an improvement have priority over the liens arising from the improvement to the extent of the lesser of,

- (a) the actual value of the premises at the time when the first lien arose; and
- (b) the total of all amounts that prior to that time were,
 - (i) advanced in the case of a mortgage, and
 - (ii) advanced or secured in the case of a conveyance or other agreement. R.S.O. 1990, c. C.30, s. 78 (3); 2017, c. 24, s. 70, 71.

Prior mortgages, subsequent advances

(4) Subject to subsection (2), a conveyance, mortgage or other agreement affecting the owner's interest in the premises that was registered prior to the time when the first lien arose in respect of an improvement, has priority, in addition to the priority to which it is entitled under subsection (3), over the liens arising from the improvement, to the extent of any advance made in respect of that conveyance, mortgage or other agreement after the time when the first lien arose, unless,

- (a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or
- (b) prior to the time when the advance was made, the person making the advance had received written notice of a lien. R.S.O. 1990, c. C.30, s. 78 (4); 2017, c. 24, s. 53 (1), 70.

Special priority against subsequent mortgages

(5) Where a mortgage affecting the owner's interest in the premises is registered after the time when the first lien arose in respect of an improvement, the liens arising from the improvement have priority over the mortgage to the extent of any deficiency in the holdbacks required to be retained by the owner under Part IV. R.S.O. 1990, c. C.30, s. 78 (5); 2017, c. 24, s. 70.

General priority against subsequent mortgages

(6) Subject to subsections (2) and (5), a conveyance, mortgage or other agreement affecting the owner's interest in the premises that is registered after the time when the first lien arose in respect to the improvement, has priority over the liens arising from the improvement to the extent of any advance made in respect of that conveyance, mortgage or other agreement, unless,

- (a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or
- (b) prior to the time when the advance was made, the person making the advance had received written notice of a lien. R.S.O. 1990, c. C.30, s. 78 (6); 2017, c. 24, s. 53 (1), 70.

Advances to trustee under Part IX

(7) Despite anything in this Act, where an amount is advanced to a trustee appointed under Part IX as a result of the exercise of any powers conferred upon the trustee under that Part,

- (a) the interest in the premises acquired by the person making the advance takes priority, to the extent of the advance, over every lien existing at the date of the trustee's appointment; and
- (b) the amount received is not subject to any lien existing at the date of the trustee's appointment. R.S.O. 1990, c. C.30, s. 78 (7); 2017, c. 24, s. 70.

Where postponement

(8) Despite subsections (4) and (6), where a preserved or perfected lien is postponed in favour of the interest of some other person in the premises, that person shall enjoy priority in accordance with the postponement over,

- (a) the postponed lien; and
- (b) where an advance is made, any unpreserved lien in respect of which no written notice has been received by the person in whose favour the postponement is made at the time of the advance,

but nothing in this subsection affects the priority of the liens under subsections (2) and (5). R.S.O. 1990, c. C.30, s. 78 (8); 2017, c. 24, s. 70.

Saving

(9) Subsections (2) and (5) do not apply in respect of a mortgage that was registered prior to the 2nd day of April, 1983. R.S.O. 1990, c. C.30, s. 78 (9).

Financial guarantee bond

(10) A purchaser who takes title from a mortgagee takes title to the premises free of the priority of the liens created by subsections (2) and (5) where,

- (a) a bond of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance; or
- (b) a letter of credit or a guarantee from a bank listed in Schedule I or II to the *Bank Act* (Canada),

in the prescribed form is registered on the title to the premises, and, upon registration, the security of the bond, letter of credit or the guarantee takes the place of the priority created by those subsections, and persons who have proved liens have a right of action against the surety on the bond or guarantee or the issuer of the letter of credit. R.S.O. 1990, c. C.30, s. 78 (10); 1997, c. 19, s. 30; 2017, c. 24, s. 53 (2), 70.

Home buyer's mortgage

(11) Subsections (2) and (5) do not apply to a mortgage given or assumed by a home buyer. R.S.O. 1990, c. C.30, s. 78 (11).

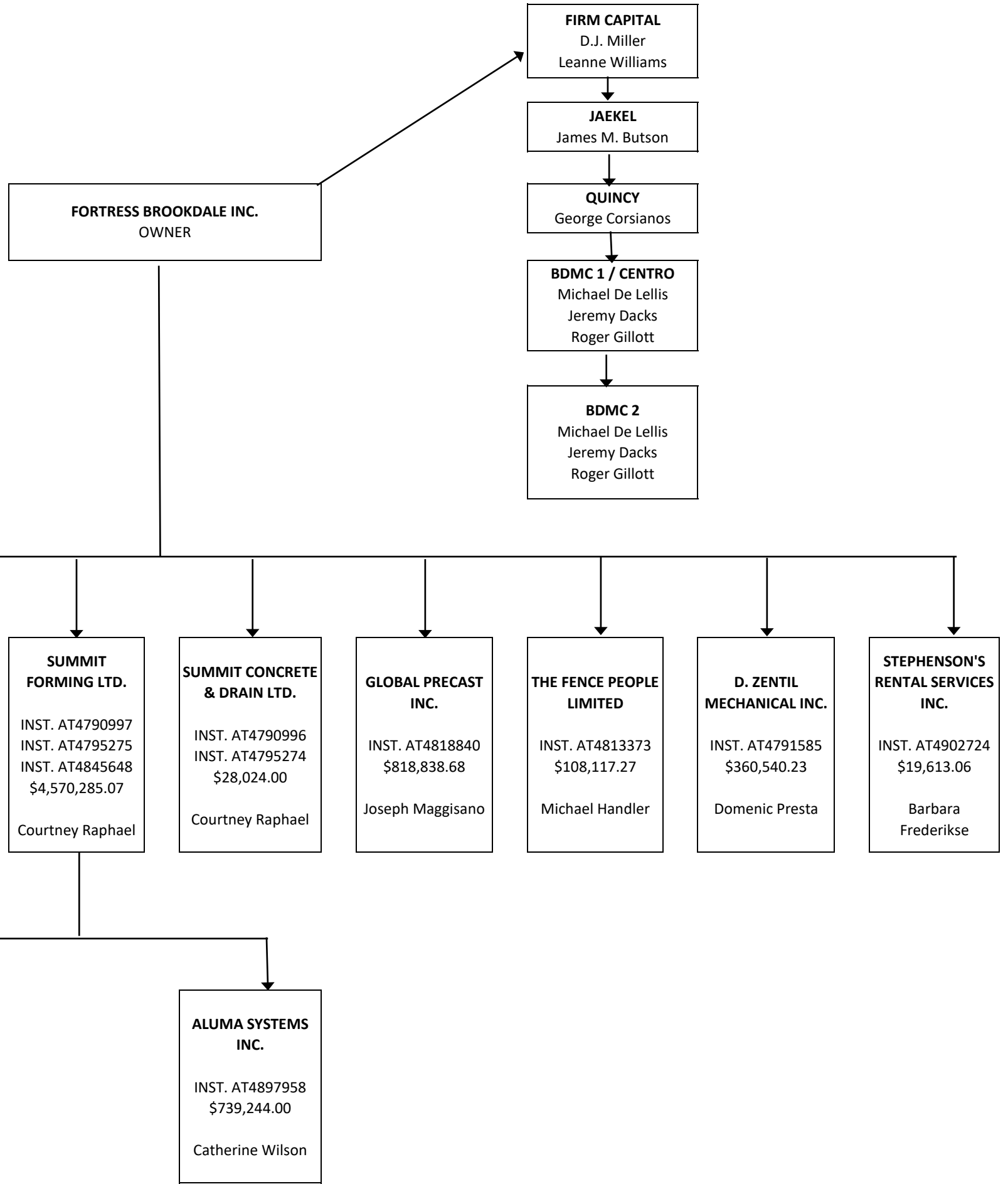
Section Amendments with date in force (d/m/y)

1997, c. 19, s. 30 - 10/10/1997

2017, c. 24, s. 53 (1, 2), 70, 71 - 12/12/2017

TAB 4

No.	Lien Claimant	Instrument No.	Amount
1	Summit Forming Ltd.	AT4795275	\$3,980,765.07
2	Innocon	AT4801986	\$1,168,857.39
3	Gilbert Steel Ltd.	AT4807083	\$859,955.39
4	Global Precast Inc.	AT4818840	\$818,838.68
5	Aluma Systems Inc.	AT4897958	\$739,244.00
6	Summit Forming Ltd.	AT4845648	\$589,520.00
7	Dircam Electric Ltd.	AT4803254	\$466,656.10
8	D. Zentil Mechanical Inc.	AT4803253	\$360,540.23
9	Atlas Dewatering Corp.	AT4801687	\$144,047.93
10	Concrane Equipment Inc.	AT4850172	\$141,250.00
11	The Fence People Ltd.	AT4813373	\$108,117.27
12	Concrane Equipment Inc.	AT4912720	\$84,750.00
13	Dircam Electric Ltd.	AT4803253	\$30,430.90
14	Summit Concrete & Drain Ltd.	AT4790996 AT4795274	\$28,024.00
15	Stephenson's Rental Services Inc.	AT4902724	\$19,613.06
Total Value of Liens			\$9,540,610.02



TAB 5

counsel committee ("Carriage Counsel") for the contractor and subcontractor lien claimants set out on Schedule "A" to this Order (the "Lien Claimants").

2. **THIS COURT ORDERS** that:

- a) The fees and disbursements incurred by Carriage Counsel for the mutual benefit of the Lien Claimants ("Costs") shall be paid on an interim basis by the Lien Claimants.
- b) that each Lien Claimant shall be liable for the Costs of Carriage Counsel on a *pro rata* basis based on the value of the liens as registered ("*Pro Rata Basis*");
- c) Carriage Counsel's Costs shall be paid in priority from the funds that may ultimately be distributed to the Lien Claimants by further Order of the Court or on consent of the parties, including but not limited to the holdback amount related to each Lien Claimant, before any such distribution takes place as may be ordered by the Court or on consent of the Lien Claimants;
- d) On the final distribution to the Lien Claimants, Costs of Carriage Counsel and the amount payable by each Lien Claimant for carriage Costs, notwithstanding the interim payments, shall be as agreed by the Lien Claimants or determined by the Court.

3. **THIS COURT ORDERS** that John Margie of Glaholt LLP and Robert Harason of Beard Winter LLP shall be entitled to Carriage Counsel Costs for the preparation and attendance on December 19, 2018.

4. **THIS COURT ORDERS** that any costs awarded against the Lien Claimants shall be paid by the Lien Claimants on a *Pro Rata* Basis and any costs awarded to the Lien

Claimants shall be paid to Carriage Counsel and distributed by Carriage Counsel to the
Lien Claimants on a *Pro Rata* Basis.

Schedule "A"

No.	Lien Claimant	Instrument No.	Amount	Counsel
1.	Summit Forming Ltd.	AT4790997 AT4795275	\$3,980,765.07	Courtney Raphael Sam Babe
2.	Innocon	AT4801986	\$1,168,857.39	John Margie Lena Wang
3.	Gilbert Steel Limited	AT4807083	\$859,955.39	Nicholas Richter
4.	Global Precast Inc.	AT4818840	\$818,838.68	Joseph Maggisano
5.	Aluma Systems Inc.	AT4897958	\$739,244.00	Catherine Wilson Christine Kellowan
6.	Summit Forming Ltd.	AT4845648	\$589,520.00	Courtney Raphael Sam Babe
7.	Dircam Electric Limited	AT4803254	\$466,656.10	Robert Harason
8.	D. Zentil Mechanical Inc.	AT4791585	\$360,540.23	Domenic Presta Michael Scaglione
9.	Atlas Dewatering Corp.	AT4801687	\$144,047.93	Barry Greenberg
10.	Concrane Equipment Inc.	AT4850172	\$141,250.00	Richard Hammond
11.	The Fence People Limited	AT4813373	\$108,117.27	Michael Handler
12.	Concrane Equipment Inc.	AT4912720	\$84,750.00	Richard Hammond
13.	Dircam Electric Limited	AT4803253	\$30,430.90	Robert Harason
14.	Summit Concrete & Drain Ltd.	AT4790996 AT4795274	\$28,024.00	Courtney Raphael Same Babe
15.	Stephenson's Rental Services Inc.	AT4902724	\$19,613.06	Barbara Frederikse
	Total Value of Liens		\$9,540,610.02	

In the matter of Sections 97 and 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended
Firm Capital Mortgage Fund Inc. v. Fortress Brookdale Inc. et al.

Court File No.: CV-18-604993-00CL

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

**In the matter of Sections 97 and 100 of the *Courts
Justice Act*, R.S.O. 1990, c.C. 43 as amended**

Proceeding commenced at Toronto

ORDER

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Materials Limited, and Innocon Inc.

IN THE MATTER OF Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43, as amended

FIRM CAPITAL MORTGAGE FUND INC.

-and-

FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED

Applicant

Respondents

Court File No. CV-18-604993-00CL

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

Proceeding commenced at Toronto

**JOINT CASE CONFERENCE BRIEF OF
THE LIEN CLAIMANTS**

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