# 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 three Phase I Commercial Units and vesting orders) (motion returnable April 25, 2017)

April 18, 2017

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#### IN THE MATTER 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 three Phase I Commercial Units and vesting orders) (motion returnable April 25, 2017)

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 April 25, 2017 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) if necessary, an order abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on April 25, 2017;
- (b) an order approving the sale by the Trustee of Phase I commercial units 389 and 391 on level 2 (collectively, "Units 389/391"), to Wai-Chi Jeffrey Lee (the "Units 389/391 Purchaser"), and vesting such property in the Units 389/391 Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Units 389/391 Purchaser;
- (c) an order approving the sale by the Trustee of Phase I commercial unit 361 on level 2 ("Unit 361"), to 10185370 Canada Inc. (the "Unit 361 Purchaser"), and vesting such property in the Unit 361 Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Unit 361 Purchaser; and
- (d) 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, 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. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:
  - (a) act as receiver and manager of the Property;
  - (b) market any or all of the Property;
  - (c) sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court; and
  - (d) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
- 3. The Property includes Units 389/391, which are kiosk units each 106 gross square feet in size, and Unit 361, which is 230 gross square feet in size (collectively, the "Units").
- 4. The Units are commercial units located on level 2 of the shopping mall known as "The Mall at Langham Square".

#### TradeWorld and Century 21

- 5. The Trustee previously retained TradeWorld Realty Inc. ("**TradeWorld**") in May 2015 to list, among other things, the Units.
- 6. In its over 20 month period as real estate listing agent for the Units, TradeWorld did not receive any offers to purchase the Units.

- 7. The Trustee allowed its listing agreement with TradeWorld to expire on January 15, 2017.
- 8. The Trustee retained Century 21 as its real estate listing agent on February 3, 2017.

#### Sale Transactions

- 9. Based on the advice and recommendation of Century 21, each Unit's listing price was reduced from the listing price previously used by TradeWorld.
- 10. The offers received from the Units 389/391 Purchaser and the Unit 361 Purchaser are for the listing prices for the Units.
- 11. The sale transactions are only conditional on Court approval and, if such approvals are granted, the sales are expected to respectively close on April 26, 2017 and May 30, 2017.
- 12. In the event that the transactions are approved by the Court and close, the Trustee will hold the net sale proceeds subject to further order of the Court.
- 13. The Trustee believes that the Units have been fairly and properly exposed to the market through the listings by TradeWorld and Century 21, that all reasonable steps have been taken to obtain the best price possible for the Units, and recommends that the sale transactions for the Units be approved by the Court and the necessary vesting orders be granted.

#### General

14. The Fourteenth Report of the Trustee dated April 17, 2017 (the "Fourteenth Report") and the appendices thereto.

- 15. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the Rules of Civil Procedure (Ontario).
- 16. Section 68 of the Construction Lien Act (Ontario).
- 17. The equitable and inherent jurisdiction of the Court.
- 18. 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 Fourteenth Report and the appendices thereto; and
- 2. such further and other material as counsel may advise and this Honourable Court may permit.

April 18, 2017 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

(approval of sale of three Phase I Commercial Units and vesting orders) (motion returnable April 25, 2017)

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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

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

April 17, 2017

1

#### 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 FOURTEENTH REPORT

- 4. The purpose of this Fourteenth Report of the Trustee (the "Fourteenth Report") is to request that the Court grant orders approving the sale by the Trustee of:
  - (a) Phase I commercial units 389 and 391 on level 2 (collectively, "Units 389/391"), to Wai-Chi Jeffrey Lee (the "Units 389/391 Purchaser") and vesting such property in the Units 389/391 Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Units 389/391 Purchaser; and
  - (b) Phase I commercial unit 361 on level 2 ("Unit 361"), to 10185370 Canada Inc. (the "Unit 361 Purchaser") and vesting such property in the Unit 361 Purchaser free and clear of all claims encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Unit 361 Purchaser.

#### **TERMS OF REFERENCE**

5. In preparing this Fourteenth 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 Fourteenth 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 I Commercial Units at the SUSQ Project

- 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 I of the SUSQ Project involved the development and construction of a T&T Supermarket and a commercial condominium project with units for retail, restaurant, office and medical services. In addition, there are more than 1,250 parking spaces.
- As of the date of the Trustee's appointment, there were twenty-two (22) Phase I
  commercial units available for sale.

 Construction was substantially completed on March 5, 2013 and the condominium declaration was registered on April 17, 2013, which established York Region Standard Condominium Corporation No. 1228 ("YRSCC No. 1228").
 YRSCC 1228 is managed by PH Property Management & Consulting Inc.

#### **REAL ESTATE AGENT**

#### **TradeWorld**

- 10. 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.
- 11. As previously reported to the Court, the Trustee had retained TradeWorld Realty Inc. ("TradeWorld") to list certain unsold Property for sale, pursuant to a listing agreement dated May 4, 2015.
- 12. After several extensions, the Trustee allowed this agreement to expire on January 15, 2017.
- 13. During its over 20 month retainer as real estate listing agent, TradeWorld was able to sell four (4) of the twenty-two Phase I units, being unit 60 and three kiosk units.
- 14. Additionally, during its retainer period, TradeWorld listed Units 389/391 for \$99,000 each and Unit 361 for \$138,900.
- 15. In its over 20 month period as real estate listing agent for Units 389/391 and Unit361, TradeWorld did not receive any offers to purchase these units.

#### Century 21

- 16. Given the number of units still available for sale and the ongoing carrying costs for these units, the Trustee requested a proposal from Century 21, who had recently sold similar units in the same market. Century 21 proposed a targeted, comprehensive three phase marketing campaign with supportable price reductions in order to profile and sell the remaining units. This campaign includes: a full time sales representative on site seven days a week, two sales events, three festival events, targeted radio/magazine advertising and detailed monthly reports, all at Century 21's expense.
- 17. The Trustee retained Century 21 as its real estate listing agent for all unsold Property (excluding certain parking units) on February 3, 2017. A festival event was held on site on February 25<sup>th</sup> and 26<sup>th</sup> to coincide with Chinese New Year celebrations. The marketing campaign has led to six offers approved by the Court on March 23, 2017, the offers described herein, and interest in other units.

#### SALES

#### **Background**

18. 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.

#### Units 389/91

- 19. These larger kiosk units are 106 gross square feet each and are located on level 2 of The Mall at Langham Square (previously known as The Mall at South Unionville Square). Century 21 listed these units for sale at a price of \$48,000 each.
- 20. The offers received from the Units 389/391 Purchaser is for a total purchase price of \$96,000, which is the combined amount of the listing prices for these units, as set out in the agreements of purchase and sale executed by Blossom Management & Services and accepted by the Trustee on March 20 and 21, 2017 respectively, copies of which are collectively attached hereto as Appendix "B".1 Copies of the parcel registers for Units 389/391 are collectively attached hereto as Appendix "C".
- 21. Units 389/391 are subject to the following encumbrances:
  - (a) a condominium lien in favour of YRSCC No. 1228;
  - (b) a \$30 million charge in favour of Aviva Insurance Company of Canada;
  - (c) a \$3.6 million charge in favour of Laurentian Bank of Canada ("LBC");
  - (d) a \$2.4 million charge in favour of LBC;
  - (e) an \$8.0 million charge in favour of MarshallZehr Group Inc.; and

<sup>1</sup> The Trustee has been informed that title to these units will be taken in the name of the Units 389/391 Purchaser.

- (f) construction liens in favour of Guest Tile and Draglam.2
- 22. The Trustee believes that Units 389/391 have been fairly and sufficiently exposed to the market through the listing with TradeWorld and the recent targeted marketing campaign completed by Century 21, and that all reasonable steps have been taken to obtain the best price possible for the units.
- 23. On this basis, the Trustee recommends that the sale transaction be approved by the Court, as:
  - (a) it is the only offer the Trustee has received for these units;
  - (b) the purchase price for Units 389/391 is at the current listing price and is recommended by Century 21 based on current market conditions;
  - (c) the two units are being sold to one purchaser to operate a business in a highly visible area; and
  - (d) the offers for Units 389/391 are unconditional other than with respect to the Trustee obtaining Court approval.
- 24. If the Court approves the sale transaction, the sale of Units 389/391 is scheduled to close on April 26, 2017.
- 25. In the event that this transaction is approved by the Court and closes, the Trustee will hold the net sale proceeds subject to further order of the Court.

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<sup>2</sup> Draglam has been repaid in full with respect to its construction lien,

#### **Unit 361**

- 26. This unit is 230 gross square feet and is located on level 2 of The Mall at Langham Square. Century 21 listed this unit for sale at a price of \$92,000.
- 27. The offer received from the Unit 361 Purchaser is at the \$92,000 list price, as set out in the agreement of purchase and sale executed by the Unit 361 Purchaser and accepted by the Trustee on April 7, 2017, a copy of which is attached hereto as **Appendix "D"**. A copy of the parcel register for Unit 361 is attached hereto as **Appendix "E"**.
- 28. Unit 361 is subject to the same encumbrances as those registered against Units 389/391, which are described above.
- 29. The Trustee believes that Unit 361 has been fairly and sufficiently exposed to the market through the listing with TradeWorld and the recent targeted marketing campaign completed by Century 21, and that all reasonable steps have been taken to obtain the best price possible for the unit.
- 30. On this basis, the Trustee recommends that the sale transaction be approved by the Court, as:
  - (a) it is the only offer the Trustee has received for this unit;
  - (b) the purchase price for Unit 361 is at the current listing price and is recommended by Century 21 based on current market conditions;
  - (c) the purchaser intends to operate a business; and

(d) the offer for Unit 361 is unconditional other than with respect to the

Trustee obtaining Court approval.

31. If the Court approves the sale transaction, the sale of Unit 361 is scheduled to

close on May 30, 2017.

32. In the event that this transaction is approved by the Court and closes, the

Trustee will hold the net sale proceeds subject to further order of the Court.

33. The Trustee requests that the Court grant the orders detailed in paragraph 4

above.

All of which is respectfully submitted to this Court as of this 17th day of April, 2017.

#### **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 Mr.	)	WEDNESDAY, THE 11th DAY
	")	
JUSTICE P.X+:16	)	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 instructions on the use of any computer or other system and providing the Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE TRUSTEE

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

#### NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

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

#### NO EXERCISE OF RIGHTS OR REMEDIES

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

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

#### NO INTERFERENCE WITH THE TRUSTEE

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

#### PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

#### CONTINUATION OF SERVICES

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

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

#### TRUSTEE TO HOLD FUNDS

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

#### **EMPLOYEES**

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

### PIPEDA

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-directions/toronto-directions/toronto-directions/toronto-directions/toronto-directions/toronto-directions/toronto-direc

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.

- 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 complete at the last househouse."

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

### Vacant Lands

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

### SCHEDULE "B"

### TRUSTEE CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the trustee (the "Trustee") of the Property appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 11 <sup>th</sup> day of February, 2015 (the "Order") made in an application having Court file 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 certificate shall oper	ate so as to permit the Trustee to deal with
the P	roperty as authorized by the Order and as auth	orized by any further or other order of the
Court	•	
7.	The Trustee does not undertake, and it is not u	ınder any personal liability, to pay any sum
in res	pect of which it may issue certificates under the	terms of the Order.
DAT]	ED the, 20	
	solely	LINS BARROW TORONTO LIMITED, in its capacity as Trustee of the Property, ot in its personal capacity
	Per;	
		Name:
		Title:

. .

# 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 FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY DEVELOPMENT CORPORATION

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

# 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

# **APPENDIX "B"**

SOUTH UNIONVILLE SQUARE COMMERCIAL UNITS POST REGISTRATION

AGREEMENT OF PURCHASE AND SALE The undersigned Purchaser), burnby agrees with UADE-KENNEDY DEVELOPMENT CORPORATION, by COLLINS BATIFIC VIDEO AS Court Appointed Trustee Under the Construction Lier, Act the "Vendor") to purchase the above captioned Unit(s) as outlined for logistication extroses only on the activities and the construction of the construction The purchase price of the Unit (the Purchase Price") exclusive of Harmonized Sales Tex, is FORTY EIGHT THOUSAND BOLLARS in Levins money of Caracte payable as follows: (a) to the Vendor, in the following amounts at the following times, by chaque or bank draft, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit transfer Date: the aum of SINTERN THE USAND GIGHT HUNDREDGS 16 RUD Collars submitted with the Appearant, as a deposit, and (ii) the balance of the Purchise Price by certified cheque drawn on the trust account of the Purcheser's solidior on the Unit Transfer Date, subject to the edjustraces between the Unit Transfer Date, APRIL 26 /2017 The transfer of title to the Unit shall be completed on  $\underline{\ }$ 2. (8) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows: AURGRA ONTAR 10 STOUFFYILLE 44 Telephone (B): 647-628-8467 905-503-0887 E-Mail address: The Princhesor acknowledges that this Agreement is conditional, upon the Vander being satisfied in its sets discretion, with the terms and conditions of this Agreement. The Verifier shall have fitner (15) days from the date of acceptance of this Agreement by the Verifier broadle written notice to the Princhesor to the address in paragraph 2(c) harved, to terrifinate hits Agreement, fairing which the Verifier shall be deemed to have waived this condition and the Agreement and the six and briding. The Purification described in the Verifier is included for the sole honefit of the Verifier and they be waived by the Verifier at the sole option, at any time. (c) Peragraphs 3 through 42 and Schedules "A" and "D" of this Agreement are an integral part hereto and are contained on subsequent pages. The Purcheser acknowledges that he has read all paragraphs and achedules of this Agreement. DATED at Markham, this 20 day of MARCA SIGNED, SEALED AND DELIVERED In the presence of SIN 551-532-849 (41 to all Purchaser's 3050 Address: 3050 MIDLAND AVE (111783
Talaphane: 416-298-0203 Facilities 416-298-1339 MIDLAND AVE TORONTO JADE-KENNEDY-DEVELOPMENT CORPORATION
BY Colling Sarryw Toronty Limited as Court Appointed Trustage
Par.

Par.

| Christal Signers Officer
| Pays Us activity to bird the Corporation. Vendor's Solicitors: Hards, Sheeffer, LLP Vendor's Solicitors: Hards, Sheetor, LLP Suite 610 - 4100 Yonge Sueel Toronto, Ontario , M2P 285 Phone: 415-285-5800 Fax 416-250-5300 Attn: Mark L, Karoly THIS OFFER IS SUBJECT TO TRUSTEE Obtaining Court Approval

- 3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in its Condominium Act, 1998, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
  - (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereol;
  - (b) "Condeminium" means York Region Standard Condominium Plan No. 1228;
  - (c) "Condominium Documents" means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from three to time;
  - (d) "Corporation" means York Region Standard Condominium Corporation No. 1228;
  - (e) "Creating Documents" means the declaration and description which were registered against title to the Property and which served to create the Condominium, as may be amended from lime to time;
  - (f) "Property" shall mean the lends 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. 65)

### Vandor's Work

4. The Purchaser acknowledges that unless Schedule 'A' is completed fisting work to be completed by the Vendor prior to the Unit Transfer Date, the Unit Is being purchased in 'as-is' condition.'

### <u>Adjustments</u>

- The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Unit Transfer Date, with that day itself apportioned to the Purchaser
  - (a) Really taxes (including local improvement charges, if eny), interest payable in accordance with the Act, shall be apportioned and allowed to the Unit Transfer Date. With respect to the really taxes, (including local improvement charges), the same shall be estimated as if the Unit had been fully assessed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding the same may not have been lovied or paid by the Unit Transfer Date, subject however, to readjustment upon the actual amount of such taxes being ascertained.
  - (b) The Purchaser shell be responsible for and shall pay on the Unit Transfer Date the charge imposed upon the Vandor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land.
  - (c) An administration (see of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any chaque delivered to the Vendor and not accepted by the Vendor's bank for any reason.
  - (d) It is acknowledged and agreed by the parties hereto that the Purchase Price is accusive of the federal portion and the provincial perion of the harmonized goods and services tax exglible with respect to this purchase and sale transaction (hereinselver and hereinstor referred to as the "HST"), and that the Purchaser shall pay to the Vendor the HST and the Vundor shall drain the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction or alternatively the Purchaser shall provide, execute and deliver to the Vendor all requisite documents and assurances that the Vendor may require and as required by the CRA for the purchase of commercial property in seu of payment of the HST.
  - (e) Netwithstanding any other provision horoin contained in this Agreement, the Purchaser further acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tex Act (Canada) and any applicable Ontario legislation governing the payment of the provincial portion of the HST.

### Title

- The Purchaser shall be allowed fifteen (15) days following the date of the execution of this Agreement by the Purchaser (the "Examination Period") to examine title to the Unit at the Purchaser's own exponse and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occuplability of the Unit, except such copies thereof as are in the Vandor's possession, if within the Examination Period, envirally objection to title or to any outstanding work order is made in writing to the Vandor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monitor together with the Interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be conductively deemed to the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement propared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby releving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically, to the Purchaser's requisitions;
- 7. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitor on the Unit Transfer Date, a written direction as to how the Purchaser inlends to take title to the Unit, including, the date(a) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consonts in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tendor a Transfer/Daed on the Unit Transfer Date engressed in the name of the Purchaser as shown on the face of this Agreement.
- 8, (a) The Purchaser agrees to accept title subject to the following:
  - (I) the Condominium Documents:

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- (ii) registered restrictions or covenants that run with the Property, including any encroschment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are compiled with as at the Unit Transfer Date;
- cili)

  assoments, rights-of-way and/or licences now registered (or to be registered tereafter) for the supply and installation of utility services, drainage, tolephone services, descrictly, gas, atom and/or sentitory sewers, water, cable television and/or any other service(s) to or for the bandit of the Condominium (or to any adjacent or neighbouring properties), including any ensement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, togother with any easement and obst-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any assement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, folities and/or amenities with adjacent or neighbouring property owners (provided that any such assement and cost-sharing agreements or reciprocal agreements and (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) compiled with as at the Unit Transfer Date;
- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without fimitation, any development, alte plan, subdivision, engineering and/or other municipal agreement (or strillar agreements entered into with any governmental authorities), (with all of such agreements being heroinalier collectively referred to estina "Development Agreements"), provided that same are compiled with as at the Unit Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder, and
- (v) three distance of inchante fleins for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/ebstement in the Purchaser Price, provided that the Vandor delivers to the Purchaser the Vandor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final mater reading(s) taken on or immediately prior to the Unit Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the afgreement/loned assements, development agreements, neclarical agreements or restrictive covenents, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance thereafth. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the Municipality), or by any of the other governmental authorities, of security (o.g. in the form of cash, latters of credit, a performance band, etc., satisfactory to the Municipality and/or any of the other governmental authorities, intended to guarantee the fulfillment of any autistanding colligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated herounder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wites, cables and fittings comprising the cable tolevision system serving the Condominium are (or may be) owned by the local cable felevision supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Unit Transfer Date.
- (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific coverants by the Purchaser partialring to any or all of the resulctions, easuments, coverants and agreements referred to herein-end in the Condominium Decuments, and in such case, the Purchaser may be required to deliver separate written coverants on closing, it so requested by the Vendor, the Purchaser coverants to execute all documents and instruments required to convey or confirm any of the casements, licences, coverants, regreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar coverant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferce of the Unit.
- (a) The Purchaser expressly acknowledges, confirms and agrees that the Vendor, its representatives and sales agents (including the agent) have made no warranty or representation whistsoever with respect to any permitted use(s) of the Unit or the availability of any permits, authorizations, consents or permissions as aforesaid, and the Vendor and its representatives and sales agents (including the agent) shall incur no claim and suffer no cost, loss, demage and/or liability whatsoever in the event that the uso(s) intended to be made of the Unit by the Purchaser is not permitted or the Purchaser is unable to obtain the required permits, authorizations, consents or permissions as aforesaid.
- (f) The Purchaser acknowledges having been advised that the allowable uses of the Unit are subject to the provisions of the Condominium Documents and the Purchaser shall satisfy itself in this regard.
- The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Unit Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Unit Transfer Date.
- 10. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collatern) security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Unit Transfer Date. The Purchaser agrees to accept the Vendor's solictions undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Unit Transfer Date subject to the Vendor or its solictors providing to the Purchaser or the Purchaser's Solicitor the following:
  - (a) a mortgage statement or letter from the mortgages(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgages(s) to obtain (partial) discharges of the mortgages with respect to the Unit:
  - (b) a direction from the Vondor to the Purchaser to pay such amounts to the mongages(s) (or to whomever the mongages may direct) on the Unit Trensfer Date to obtain a (partial) discharge of the mongage(s) with respect to the Unit; and



- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgages and to register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Unit Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars.
- 11. The Purchaser agrees to accept the Vendor's covenant of Indemnity (egarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Closing Date or Unit Transfer Date, as applicable. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Closing Date nor the Unit Transfer Date shall be delayed on that account.

### The Planning Act

 This Agreement and the transaction origing therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Unit Transfer Date.

### Purchaser's Covenants, Representations and Warranties

- 13. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, ilcense or other agreement concerning the Condominium and the Condominium Documenta. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor. In this regard and the Purchaser hereby travecably appoints the Vendor as the Purchaser statements required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, which too (10) days of written demend from the Vendor, all necessary financial and gersoms information required by the Vendor in order to evidence the Purchaser subject to the Purchaser ability to pay the belience of the Purchase Price on the Unit Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement.
- 14. The Purchasar covenants and agrees not to register this Agreement or notice of this Agreement or a caution, continued of panding fitigation, Purchasar's Lion; or any other document providing evidence of this Agreement against life to the Property. Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumeration against the Property. Unit or the Condominium. Should the Purchaser be in default of his obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 28 horself. The Purchaser hereby invoicely consents to a court order removing such notice of this Agreement, any entitled, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expanses in obtaining such order (including the Vendor's Solicitor's fees on a sulficitor and effont basis).
- The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, not in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests herounder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Unit Transfer Date, without the prior written consent not the Vendor, which consent may be includingly withheld. The Purchaser acknowledges and agrees that once a breach of the preceding coverant occurs, such threach is or shall be incopable of recliffection, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unitatoral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of nutice of termination to the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall he entitle to that title to the Unit be taken in the name of his or her apouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
- 16. The Purchaser covenants and agrees that he or she shall not directly not indirectly object to not oppose any official plan amendment(s), rozoning application(s), severance application(s), minor veriance application(s), and/or site plan application(s), nor any other applications ancillary thereto retaining to the development of the Property, or any neighbouring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estopped or bar to any opposition or objection mised by the Purchaser thereto.
- 17. The Purchaser covenants and agrees that he or she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration office and model units, and the display of signs located on the Property.

### Termination without Default

In the event this Agreement is terminated through no fault of the Purchaser, all deposit mones paid by the Purchaser, towards the Purchaser, provided however, that the Vender shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee or for optional upgrades; changes or extras ordered by the Purchaser, in no event shall the Vender or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foreign, for any monies paid to the Vender for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vender as a complete defence to any such claim.

### Warranties

- 19. (a) The Purchaser acknowledges and agrees that the clearance by the building department of the municipality shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, sit mechanical, electrical, structural and architectural matters, if the forgoing clearances are withheld by the municipal authority as a result of non-completic edge, the Purchaser of any municipal standard, such grounds for refusal shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters.
  - (b) The Vendor does not warrant any of the systems contained or installed in the Unit or common elements, but shall provide the Purchaser with the full banefit of any warranties, obtained by it to the extent that it is able to do so pursuant to the terms of the warranties. The Purchaser agrees to accept such warranties in fleu of any other warranties or guarantees, expressed or implied, at equity or at law, it being uniforcitoed and agreed that there is

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no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement or the Unit, other than as expressed herein in writing.

(c) The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Unit from time to time-from those specified or contemplated in the aforesaid plans or specifications, provided that any substituted materials(s) is equal to or better than the material(s) originally indicated in said plans or specifications.

### Right of Entry

20. Notwithstanding the Purchaser occupying the Unit on the Closing Date of the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable limes and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon, which may be deemed necessary by the Vendor in connection with the Unit of the common elements and such right shall be in addition to any rights and easonable proceed under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Unit Transfer Date and acknowledged by the Purchaser et the Vendor's sole discretion.

### Purchaser's Default

21. In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement, and should such default confinue for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any either rights or remadies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement hall and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extres or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor with respect to extres or changes to the Units ordered by the Vendor, the Vendor, the Vendor may also claim for damages in excess of the deposit monies so relatined by the Vendor. If the Vendor is required to pay any lien, execution or anountriance to obtain a mortgage advance, the Purchaser shall reintourse the Vendor for all amounts and costs so paid.

### Common Elements

22. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or botter standards of wordmanship or materials. The Purchaser agrees that the foreigning may be pleaded by the Vendor as an astoppol in any action brought by the Purchaser or his successors in tille against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortigage, on an elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approved or architectural control, Such changes may be to the plans and specifications existing at Inception of the Condominium or as they existed at the time the Purchaser antered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substitute materials, for these described in this Agreement or in the plans or specifications, provided the substitute materials, for these described in this Agreement or in the plans or specifications, provided the substitute materials, for those described in this Agreement or in the plans or specifications, provided the substitute materials, for those described in this Agreement or in the plans or specifications nor shall the Vendor for any such changes, variances or modifications nor shall the Vendor for any such changes, variances or

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The Unit shall be and remain at the risk of the Vender until the Unit Transfer Date, if any part of the Condominium is damaged before the Creating Documents are registered, the Vender may in its sole discretion either terminate this Agraement and return to the Purchaser all doposit monitor paid by the Purchaser to the Vender, if any, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the bonefit of the Vender atom.

### General

- 24. The Vendor shall provide a statutory declaration on the Unit Transfer Date that it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada):
- The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
- 26. The Vander and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
- 27. This Offer and its acceptance is to be road with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agraement permits, their respective heirs, estate trustees, successors and assigns.
- 28. It is acknowledged and agreed by the Purchasor that the dimensions, floor area or square footage of the Unit, as represented to the Purchasor in any brochure, sketch, floor plan, or other advertising material is approximate, is not the same and may differ from the actual size and defined boundaries of the Unit as provided for in the Declaration and the Describtion, and the Purchasor consents to same. The Purchasor is further advised that the actual usable floor space may vary from any stated foor area. Nowithistanding any stated celling height (whether in any schedule to this Agreement or in any brochure, sketch, floor plan or other advertising material), where colling bulk heads are installed within the Unit and/or where drop collings are required, then the calling height of the Unit will necessarily be less than that stated in any brochure, sketch, floor plan or other advertising material and the Purchasor shall be obliged to accept the same without any abatement or claim for componention whotsoever.
- 29. (a) The parties walve personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 36 of this Agreement shall be validly made by the Vender upon the Purchaser, by a representative of the Vender stiending at the offices of Harris, Sheatfar, LLP at 12:00 noon on the Unit Transfer Date or the Closing Date as the case may be and remaining there until 4:30 p.m. and is ready, willing and able to complete the transaction. The Vender's advice that the keys are available shall be valid tender of possession of the Real Property to the Purchaser. In the event the Purchaser of his Solicitor falls to appear or appears and falls to close, such attendance by the Vender's representative shall be

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

- (b) It is further provided that, notwithstanding subparagraph 28(a) hereof, in the event the Purchaser or fils Solicitor advise the Vendor or its Solicitors, on or before the Closing Date or Unit Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchaser or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
- 30. As the electronic registration system thereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then the following provisions shall provait:
  - (e) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction; and shall authorize such tawyer to enter into an escribe desiring agreement with the Vendor's solicitor on the inter's standard from thereinanter reterred to as the "Escrow Document Registration Agraement"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least len (10) days prior to the Unit Transfer Date.
  - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
    - shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
    - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
  - (c) The Purchasor expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
  - (d) Each of the period hardto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hierate by telefax transmission for by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the internet, provided that all documents so transmitted have been duly and property executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document, shall also deliver the original of same fundament. It is an electronically signed document. Of the recipient party by overnight counters and the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
  - (a) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an offective fauter shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
    - delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrew Document Registration Agreement;
    - (II) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
    - (ii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without 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 aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing.

- This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- 33. Each of the provisions of this Agreement shall be duemed independent and severable and the invalidity or unanforceability in whole or in part of any one or more of such provisions shall not be deemed to impult or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as it such invalid provision had never been included herein.
- 34. The Purchaser acknowledges that the Vender may from time to time lease any and all unsold units in the Condominium for commercial purposes and this paragraph shall constitute notice to the Purchaser se registered owner of the Unit after the Unit Transfer Date pursuant to the Act.
- 35. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attempt for the Purchaser, then the power of atterney appointing such person must be registered in the Land. Titles office where the Lands are registered, and a deplicate registered copy thereof (together with a stationary declaration sworn by the Purchaser's solicifor unaquivocally confirming, without any qualification whatsoever, that said power of atterney has not been revoked) shall be delivered to the Vendor along with such documents.
  - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for a corporation to be incorporated, the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust for a corporation to be incorporated, as the case may be, shall be desired and constitute the personal guarantee of such person or personal so signing with respect to the obligations of the Purchaser herein.

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### Notice

36. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hend, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein or to the address of the Unit after the Closing Date and to the Vendor at 8791 Woodbing Avenue, Suita 100, Morkham, Ontario, LSR OP4 or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or by electronic mail, one day following facstmile transmission and upon the third day following poeting, excluding Saturdays, Sundays and holidays.

### Cause of Action/Assignment

- 37. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, not have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract taw, tor) have or in equity, and whether for hinocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiducity duty, breach of constructive trust or otherwise), against any person, it corporation or other legal entity, other than the person, itm, corporation or legal entity specifically named or defined as the Vendor herein, eyen though the Vendor may be for may ultimately be found or adjudged to be) a nontinue or agent of another person, itm, corporation or other legal entity, or a trustee for end on behalf of another person, itm, corporation or other legal entity, or a trustee for end on behalf of another person, itm, corporation or other legal entity, or a trustee for end on behalf of another person, itm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
  - (b) At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignment, all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor hamed herein shall be automatically released from all obligations and Rabilities to the Purchaser arising from this Agreement, and satisface shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stood of the Vendor.

### Irravocability

38. This offer by the Purchaser, shall be irrevocable by the Purchaser until the 16th day (excluding Saturdays, Sundays and statutory holidays), following the date of his or her execution of this Agreement, after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such anceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer ray counter-offer with respect thereto) may be made by way of tolefax transmission (or similar system reproducing the original) provided all of the necessary signatures and fallulate of both parties hereto are duly reflected on (or represented by) the tolefaxed copy of the agreement of purchase and sale so transmitted, and such acceptance shall be deemed to have been effected or made when the accepted offer (or counter-offer, as the case may be) is telefaxed to the intended party, provided that a confirmation of such telefoxed transmission is received by the transmission party at the time of such transmission, and the original executed document is thereafter forthwith countered (or personally delivered) to the recipient of the telefaxed copy.

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39. The covenants and agreements of each of the parties hereto shall not merge on the Unit Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-nerger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party tureto.

### Notice/Warning Provisions

- 40. (a) The Purchaser is heroby advised that noise lavels chused by the Condominium's mechanical equipment, the loading and unloading of tractor insilers on the exclusive use common elements and the daily operation of businesses within Units may occasionally cause noise and inconvenience to Unit occupants.
  - (b) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vandor is responsible, and to enable the Condominium to inspect the condition or 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;
  - (c) Purchasers are advised that noise and/or odour levels from surrounding commercial and/or industrial businesses; may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the Municipality's and the Ministry of Environment's noise criteria.

### Purchaser's Work (NTD: Please review this section carefully and advice what portions, if any, you still need to include in this Agreement.)

- 41. The Purchaser agrees that he or she shall not be entitled to commence improvements which he or she wishes to make to the Unit (the "Purchaser's Work") without fulfilling the following conditions:
  - (a) The Purchaser has obtained the written approval of the Vendor prior to any commencement of the Purchaser's Work, which approval shall not be unreasonably withheld;
  - (b) (i) If the Purchaser wishes to commence the Purchaser's Work, the Purchaser shall submit to the Vendor for approval in accordance with the Vendor's requirements a complete set of plans, drawings, specifications, construction schedule(s), construction contract(s) and other information (collectively, the "Purchaser's Plans") as may be necessary or desirable for the complete and particular identification of all work to be performed by the Purchaser.
    - (ii) The Purchaser's Plans shall be subject to the approval of the Vendor, which approval shall not be unreasonably or arbitrarily withhold. The Vendor shall notify the Purchaser's Plans or of the specific changes required in writing and the Purchaser's hall then propers and submit to the Vendor within ten (10) days revised Purchaser's Plans satisfactory to the Vendor.

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- (iii) No Purchasor's Work shall be commenced until the Purchaser's Plans have been approved in writing by the Vendor and the Purchaser's Work shall be performed strictly in accordance with the Purchaser's Plans as previously approved to be in writing by the Vendor. The Vendor shall be entitled to an administration fee for reviewing and approving the Purchaser's Plans, which fee shall be equivalent to Nino-Hundred and Fifty (\$980.00) Dollars per unit. A set of the Purchaser's Plans with the Vendor's consent endorsed themon shall be kept at the Unit at all timus throughout the period when the Purchaser's Work is being performed. The Vendor may, at its sole option, at the expense of the Purchaser, payable on demand, rectify or remove any Purchaser's Work which does not comply with the Purchaser's Plans as previously approved by the Vendor, the Ontario Building Code or any other governmental requirements.
- (iv) The Purchaser shall not be permitted to perform any Purchaser's Work in the common elements.
- (v) The Purchaser shall keep the Unit insured during the period of time in which the Purchaser is carrying out the Purchaser's Work as may be required by the Condominium and/or the Vendor, including buildors risk insurance during the course of construction of Purchaser's Work, liability insurance of a minimum of Two Million (\$2,000,000,00) Dollars and worker's compensation coverage. The Purchaser shall be responsible for end keep insured all improvements to the standard unit and shall assume all flability in respect of some.
- (c) Prior to the performing any work, the Purchaser shall obtain all necessary consents, permits, licences, conflicates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall deliver to the Vondor copies of same and shall post permits as required.
- (d) (i) All the Purchaser's Work, as well as the operations which the Purchaser carries out within the Unit, shall comply with all applicable faws, by-laws, building codes, permits and approvals for such work, as well as with the requirements of the Vondor's and/or the Condominium's Insurers. If any of the foregoing are not in compliance and the Purchaser fails to remady such non-compliance forthwith, the Vendor may, at its sole option, ramedy same, at the Purchaser's expense, payable on demand.
  - (II) The Purchaser shall in no event make may structural alterations nor any alterations which shall alter the structural parts of the building constituting part of the common elements.
  - (iii) Any demage to the Unit, the Condominium or the Property during the performance of the Purchaser's work by the Purchaser, its contractors, subcontractors, tradeamen or material suppliers shall immodiately be repaired by the Purchaser or, at the Vendor's option, by the Vendor, at the expanse of the Purchaser, payable on demand.
  - (iv) Upon termination of this Agreement, the Purchaser shall forthwith remove 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 to the date the Purchaser's Work commenced or, at the Vendor's option, the Purchaser's Work to the extent it has been completed shall then remeln in the Unit and shall become the property of the Vendor.
- (e) The opinion in writing of the Vendor's architect or other qualified consultants shall be binding on both the Vendor and the Purchaser respecting all maiters of dispute regarding the Purchaser's Work including the state of completion and whother or not the Purchaser's Work is completed in a good and workmanlike manner and in accordance with the Vendor's requirements, the Purchaser's Plans as approved by the Vendor and this Agreement.
- (f) The Purchasor shall ensure that no construction lies or any other lies diffects the Condominium or the Property or any part thereof, including the Unit, in respect of materials supplied or work done or to be done by the Purchasor or on beginning the Purchasor or related to the Purchasor's Work and if the Purchasor talls to discharge or cause any such lies to be discharged no later than five (6) days after notice thereof has been given to the Purchasor, then in addition to any other rights or remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lies by paying the amount claimed to be due into court or directly to the lies distinct and the amount so paid and all costs and expenses (including legal costs on a solictor and his clant basis), shall be payable by the Purchaser to the Vendor forthwith on damand.
- (9) The Purchaser acknowledges that in the event that he or she acquires little to the Unit prior to the commencement of construction of improvements to the Unit, he or she shall also be obligated to obtain such consents as are necessary from the Condominium and the condominium Act in regard to such construction.
- (h) The Purchaser shall be obligated to obtain any occupancy permit required by any municipal, governmental, or regulatory authority having jurisdiction and shall make available to the Vendor copies of same.
- Wherever in this paragraph the Vendor performs work due to some default by the Purchaser which the Purchaser is required to pay for, then the Purchaser shall, together with all other recoveries permitted hereunder, pay to the Vendor, an administration fee equal to fifteen percent (16%) of the recoveries.
- (i) The Purchaser covenants and agrees that the Purchaser shall not, either before or after closing, be entitled to erect, inflix, or maintain any signage whatsoever, advertising the name of the occupiors of the Unit and/or the use of the Unit and/or other matters, to any portion of the common elements, including without unitation to the interior or exterior surface of any windows or doors adjacent to the Unit, except as herein specifically provided or as provided under the Condominium Documents.

Pylon signage shall, subject to the leams of the Condominium Documents, comprise a separate unit in location(s) determined by the Vender. Subject to availability at any given time, and subject to entering into a lease or licence with the owner of the Sign Unit, a Purchaser will be permitted to attach a sign to the pylon sign(s) as per the direction of the owner of the Sign Unit.

In the event of fallure of the Purchaser to comply with any of the provisions of this paragraph, including the provisions to pay to the Vendor in accordance with the provisions thereof, the Vendor may, at its option, by notice to the Purchaser, declare this Agreement null and vold, and rotate all deposit memorys paid hereunder, together with any interest earned thereon, as liquidated damages and not as a penalty.

### Purchaser's Consent to the Collection and Limited Use of Personal Information

42. For the purposea of facilitating compliance with the provisions of any applicable Faderal and/or Provincial privacy legislation (including without limitalion, the Personal Information Protection and Electronic Documents Act, S.C. 2000, as

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amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary, and sufficient to enable the Vendor to proceed with the Purchaser's purchaser of the Unit, including without limitation, the Purchaser's name, home address, e-mail address, released to purchaser of the Unit, and in respect of manitel status only for the limited purposes described in subparagraphs (p), (p), (h) and (i) below, and in respect of coslidency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and atter-sales customer core purposes, and to the disclosure and/or distribution of any or at of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribution to anyone other than the following entities, namely to:

- (a) eny companies or legal antities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or more of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products antitor services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on bahalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literaturalizacionus about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's famility.
- (c) any financial institution(s) providing (or wishing to provide) mongage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lander(s), the project monitor, the Vendor's designated construction kinder(s), any warranty band provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vandor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing for wishing to provide title insurance to the Purchaser or the Purchaser's managed lendor(s) in connection with the completion of this transaction;
- (a) any trades/suppliers of sub-trades/suppliers, who have been retained by or on behelf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser
- (f) one or more providers of cable television, telephone, telecommunication, security atarm systems, hydro-electricity, chilled waterinot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security atarm systems and services;
- (g) ony relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Ravanue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1) (b) (ii) of the income Tax Act R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Taraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- the condominium carporation, for purposes of facilitating the completion of the corporation's vating, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions; and
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Mil13/130369/Post Reg Masters/APS - Commercial Units (HST) Revised May 2016.dog

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### SCHEDULE "A" of AGREEMENT OF PURCHASE AND SALE

### VENDOR'S WORK

Other than the Vendor's Work described below (if applicable) the Purchaser accepts the Unit in "as-ia" condition.

THIS OFFER IS SUBJECT TO THE TRUSTEE OSTAINING. COURT APPROVAL.

### SCHEDULE "B" TO AGREEMENT OF PURCHASE AND SALE

THE UNDERSIGNED being the Purchasor(s) of the Unit heroby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

- A Disclosure Statement dated February 17, 2009, a Supplemental Disclosure Statement dated April 28, 2009 and accompanying documents in accordance with Section 72 of the Act.
- 2. The Budget,
- The Declamition of York Region Standard Condominium Corporation No. 1228 registered in the Land Registry office for the Land Titles Division of York on April 17, 2013 as instrument No. YR1986897.
- By-law No. 1 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as instrument No. YR1970477;
- By-faw No. 2 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as Instrument No. YR1970484;
- Management Agreement between the Condominium Corporation and Simetra Property Management Inc.
- 7. Rules of the Condominium Corporation.
- A copy of the Agreement of Purchase and Sale (to which this advisowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Merkham this ZO day of MARCH 2017.

WITNESS:

Purchaser

A light 1

ILA 6



# Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320 for use in the Province of Ontario

BU	YER:	Blos	om Management & Services					
SEL	LER:	Jade-F	nnedy Development Corporation, by Collins Barrow Toronto Limited as court ed Trustee Under the Construction Lien Act (the "Vendor")					
For	the tra	nsaction o	the property known as: 8339 Kennedy Rd, Markham Ontario Suite #2370					
For incl	the pur udes a	poses of i	s Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or londlord and "Buyer I tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease					
The	follov	ving info	nation is confirmed by the undersigned salesperson/braker representatives of the Brokerage(s). If a Co-operating Brokerage i saction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.					
DEC	LARA	TION O	INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.					
τ.	LIST	LISTING BROKERAGE						
	a)		The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:					
			1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.  (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)					
			2) The Listing Brokerage is providing Customer Service to the Buyer.					
	b)	<b>X</b> .	MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represent the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:					
			<ul> <li>That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;</li> <li>That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;</li> <li>The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;</li> <li>The price the Buyer should offer or the price the Seller should accept;</li> <li>And; the Listing Brakerage shall not disclose to the Buyer the terms of any other offer.</li> </ul>					
			However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.					
Add	itional	comments	nd/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)					
2.	PRO	PERTY SO	D BY BUYER BROKERAGE - PROPERTY NOT LISTED					
			The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)  by the Seller in accordance with a Seller Customer Service Agreement					
			or: by the Buyer directly					
السلسة	tional .		· · · ·					
-taqi	ilonai	commens	and/or disclosures by Buyer Brokerage: {e.g. The Buyer Brokerage represents more than one Buyer offering on this property.}					
INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)								
		BUY	CO-OPERATING/BUYER BROKERAGE SELLER LISTING BROKERAGE					
73								

3.	Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.  CO-OPERATING BROKERAGE- REPRESENTATION:						
	a)		The Co-operating Brokerage represents the interests of the Buy	er in this transaction.			
	b)		The Co-operating Brokerage is providing Customer Service to	he Buyer in this transaction.			
	c)		The Co-operating Brokerage is not representing the Buyer and	has not entered into an agreement to provide customer service(s) to the Buyer,			
	CO-OPERATING BROKERAGE- COMMISSION:						
	a)	X	Bo MT C	commission as indicated in the MLS <sup>®</sup> information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.			
	ь)		The Co-operating Brokerage will be paid as follows:				
Addi	tional c	comments :	and/or disclosures by Co-operating Brokerage: (e.g., The Co-ope	rating Brokerage represents more than one Buyer offering on this property.}			
Commission will be payable as described above, plus applicable taxes.  COMMISSION TRUST AGREEMENT: If the above Cooperating Brokerage is receiving payment of commission from the Usting Brokerage, then the agreement between Listing Brokerage and Cooperating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Cooperating Brokerage procuring an offer for a trade of the property, acceptable to the Sollor. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations particing to commission trust of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations shall apply to this Commission Trust Agreement, the Commission Trust Agreement is not all montes received in connection with the trade shall constitute a Commission Trust and shall be the eld, in trust, for the Cooperating Brokerage under the terms of the applicable MLS® rules and regulations.							
SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)							
CE.	NTU	RY 21 o-operating	LEADING EDGE REALTY INC.  1/Buyer Brokerage)	Century 21 Leading Edge Realty Inc. (Name of Listing Brokeroge)			
165	MA	IN STI	REET NORTH MARKHAM	165 Main St North Markham			
Tel:	(905)	471-2	Par. (905) 471-0832	Tel: 905-471-2121 Fox: 905-471-0832			
Kuth	orized	lo bind in	Cooperating/Buyer Brokerage)	Authorities of ond the Listing Brokeroge) Dote: March 20, 2017			
LO [Print	UIE Name	K LUK of Broker/	Salesperson Representative of the Brokarage)	Shirley Chau (Print Name of Broker/Solesperson Representative of the Brokerage)			
СО	The	Buyer/S	ULTIPLE REPRESENTATION (To be completed only if the ieller consent with their initials to their Brokerage g more than one client for this transaction.	Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS			
(Signo	iture of	Buyer}	ACKNOWLED read, and understand the above information.  Date:	Signoff of Selar Date Mora L 20)17			
Signo	ilure of	Buyer}		[Signoture of Seller]			

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Unit(s) 39/1 Level 2

			AGREEMENT OF PURCHASE AND SALE
The unders (collective) Appointed sketch attr	y, 130 Trusto	ee Und	MAINS THEN?  SIZULES ARROW TORONTO LIMITED as Court was the above captioned trails as country agrees with JADE-KERNEDY DEVLOPMENT CORPORATION, by COLLINS BARROW TORONTO LIMITED as Country was the construction Lian Act (the "Vendor") to purchase the above captioned trails as couldney for identification purposes colling for the construction Lian Act (the "Vendor") to purchase the above captioned trails as couldney for identification purposes colline for the construction of the constr
			as Screening with an undividual interest in the common elements apportenent to such unit and the enclusive use of those parts of the ching to such unit, if any, as set out in the Declaration (collectively, the "Unit") on the fellowing terms and conditions:
1.	Tive t	unchu	gee price of the Unit (the "Purchase Price") exclusive of Harmonized Sales Tax, in FORTES Ello HT Tripos Alexa .  in health money of Canada payable as follows:
	DOL	ARS	in favirus money of Canada payable as follows:
	(a)	this A	e Yandor, in the following amounts at the following times, by cheque or bank draff, as a deposit pending completion or other termination of Agreement and to be credited on account of the Purchasa Price on the Unit transfer Caret.
			the sum of <u>SINTERN THOUGHAND FIGHT HOWNILED</u> (5 16802 ) Dollars submitted with this Agreement, as a deposit, and
		(li)	the balance of the Purchase Price by cartified cheque drawn on the trust account of the Purchasor's solicifor on the Unit Transfer Date, ect to the adjustments hereinsities set forth.
2,	(B)		The transfer of title to the Unit shall be completed on APRIL 26/221] (the "Unit Transfer Date").
	(b)		The Prochaser's address for dailysely of any rionose pursuant to this Agreement or the Act is as follows:  Address: \$780 AVROR A KD
			SINON STOUTHILLE STIKED LYA 3M1
			Telephone (B): 647-628-8467 (M) 905-503-0888
			Facsimile: E Atail address:
	<b>(€)</b>		The Purchaser admovfedges that this Agreement is conditional, upon the Vendor being setisfied in its sole discretion, with the forms and conditions of this Agreement. The Vendor shall have fither (15) days from the date of exceptance of this Agreement by the Vendor to provide written notice to the Purchaser to the address in paragraph 2(c) hereof, to terminate this Agreement, failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. The Purchaser action/ladges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
Paragrap Purchase	ha 3 ti rackn	rrough	h 42 and Schedules "A" and "B" of this Agreemant are an bragral part hereto and are contained on subsequent pages. The ages that he has read all paragraphs and achedules of this Agreement.
DATED a	Markh	am, thi	nia 10 day of MALCH 201 7.
SIGNED, AND DEL In the pre	IVERE	ם	DOD 1957 482-110-988
			PURCHASER 100 0.0.B. 14 1. (9(4 5-6)-6-32-849
(as to all i signatures purchases	s, Himo		PURCHASEN'S SOLICHOR: KAI WING TEANS  AND AND MID CAND AND UNIT #\$ Tollow!
The unde	rsigned	SCOM	Telephane: 416 - 7.73 - 0.603 Fecalinite: 416 - 1.78 - 1.33 9  upon the process of first and agrees to agription this inspection in accordance with the terms thanks!
DATED #			(1) (1)
Vendor's Herts, Sh Suite 610 Toronto, ( Phone: 4 Atin: Ma	maffor, - 4100 Ontario 16-250	LLP Yongo . M2P 5800 F	JADE-KENNETY DEVELOPMENT CORPORATION BY Calling Barrow Toranter denies as Court Appointed Trustees ender the Construction Lander Appointed Trustees fex 416-250-5300
	Ţ 44	À 5	S OFFICE IS SUBject TO TRUSTEE
	0 t	s +	MNING COURT APPROVAL
			D-A:

- 3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the Condominium Act, 1998, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
  - (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
  - (b) "Condominium" means York Region Standard Condominium Plan No. 1228;
  - (c) "Condominium Documents" means the Creating Documents, the by-faws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
  - (d) "Corporation" means York Region Standard Condominium Corporation No. 1228;
  - (e) "Creating Documents" means the declaration and description which were registered against title to the Property and which served to create the Condominium, as may be emended from time to time;
  - (f) "Property" shall mean the lands and premises upon which the Condominium is constructed described as York Region Standard Condominium Plan No. 1228, in the Land Titles Olvision of the York Registry Office (No. 65)

### Vendor's Work

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

### Adjustments

- The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Unit Transfer Date, with that day itself apportioned to the Purchaser
  - (a) Really taxes (including local improvement charges, if any), interest payable in accordance with the Act, shall be apportioned and allowed to the Unit Transfer Date. With respect to the really taxes (including local improvement charges), the same shall be estimated as if the Unit had been fully assessed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstending the same may not have been levied or paid by the Unit Transfer Date, subject however, to readjustment upon the actual emount of such taxes being ascertained.
  - (b) The Purchaser shall be responsible for and shall pay on the Unit Transfer Date the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land.
  - (c) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any cheque dollvered to the Vendor and not accepted by the Vendor's bank for any reason.
  - (d) It is acknowledged and agreed by the parties hereto that the Purchase Price is exclusive of the federal portion and the provincial portion of the harmonized goods and services tax exigible with respect to this purchase and sale transaction (hereinbefore and hereinafter referred to as the "HST"), and that the Purchaser shall pay to the Vendor the HST and the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction or alternatively the Purchaser shall provide, execute and deliver to the Vendor all requisite documents and sesurances that the Vendor may require and as required by the CRA for the purchase of commercial property in lieu of payment of the HST.
  - (e) Notwithstanding any other provision herein contained in this Agreement, the Purchaser further acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement and the Purchaser coverants and agrees to pay such HST to the Vendor in accordance with the Excise Tex Act (Canada) and any applicable Omeric legislation governing the payment of the provincial portion of the HST.

### Title

- The Purchaser shall be allowed lifteen (15) days following the date of the execution of this Agreement by the Purchaser (the "Examination Period") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy parmits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession, if within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Purchaser with not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser though the use of a standard title memorandum or title advice statement prepared by the Vendor's Soliciors, and that same shall consiliute a satisfactory manner of responding to the Purchaser's requisitions, thereby reflexing the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.
- 7. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitor on the Unit Transfer Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld, if the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Unit Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.
- 8. (a) The Purchaser agrees to accept title subject to the following:
  - (i) the Condominium Documents;



- (ii) registored restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are compiled with as at the Unit Transfer Date;
- (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, detailings, felephone services, detailings, some and/or, services, selecticity, gas, stom and/or services, letter, cable, felevision and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Froperty, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, agrees, support servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners (provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations therefulning to the Property, or any portion thereof, are concurred) complied with as at the Unit Transfer Date;
- (iv) registered municipal agreements and registored agreements with publicly regulated utilities and/or with local ratepayer associations, including without united in, any development, site plan, subdivision, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities). (with all of such agreements being hereinafter collectively referred to as the "Development Agreements"), provided that same are compiled with as at the Unit Transfor Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstending obligations thereunder; and
- (v) unregistered or inchaste tiens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if [astiod; the time for payment of seme has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abstement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vandor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Unit Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, development agreements, reciprocal agreements or restrictive coverants, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser haraby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive coverants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the "Municipality"), or by any of the other governmental authorities, of security (e.g. in the form of cash, latters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Unit Transfer Oste.
- (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing, if so requested by the Vendor, the Purchaser covenants to execute all documents and instrumenta required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith, The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferse of the Unit.
- (e) The Purchaser expressly acknowledges, confirms and agrees that the Vendor, its representatives and sales agents (including the agent) have made no warranty or representation whatsoever with respect to any permitted use(s) of the Unit or the availability of any permits, authorizations, consents or permissions as aforesaid, and the Vendor and its representatives and sales agents (including the agent) shall incur no claim and suffer no cost, loss, damage and/or liability whatsoever in the event that the use(s) intended to be made of the Unit by the Purchaser is not permitted or the Purchaser is unable to obtain the required permits, authorizations, consents or permissions as aforesaid.
- (f) The Purchaser acknowledges having been advised that the allowable uses of the Unit are subject to the provisions of the Condominium Documents and the Purchaser shall eatisfy itself in this regard.
- The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Unit Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Unit Transfer Date.
- 10. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofer as they affect the Unit on the Unit Transfer Date. The Purchaser agrees to accept the Vendor's solicitors undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Unit Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:
  - a mortgage statement or latter from the mortgagee(s) (or from their respective solicitors) confirming the amount,
    if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the
    Unit;
  - (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Unit Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect



- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgages and to register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Unit Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration negligibles.
- 11. The Purchaser agrees to accept the Vendor's covenant of Indemnity regarding any lien claims which ere the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Clasing Date or Unit Transfer Date, as applicable. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Closing Date nor the Unit Transfer Date shall be delayed on that account.

### The Planning Act

 This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Unit Transfer Date.

### Purchaser's Covenants, Representations and Warranties

- 13. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vondor and any edvances thereunder from time to time, and to any easement, license or other agreement concurring the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchaser Price on the Unit Transfer Date, including without ilmitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement.
- 14. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation. Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium, Should the Purchaser be in default of his obligations herounder, the Vendor may, as agent and attomey of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 28 hereof. The Purchaser hereby trovecably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's coats and expenses in obtaining such order (including the Vendor's Solicitor's fees on a solicitor and client basis).
- 15. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Unit Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withhold. The Purchaser exknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unitatoral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
- 16. The Purchaser covenants and agrees that he or she shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severence application(s), minor variance application(s) and/or site plan application(s), nor any other applications enciliary thereto relating to the development of the Property, or any noighbouring or adjacent lands. The Purchaser further advocwledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
- 17. The Purchaser covenants and agrees that he or she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration office and model units, and the diaplay of signs located on the Property.

### Termination without Default

18. In the event this Agreement is terminated through no fault of the Purchaser, all deposit montes paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vander-shall not be obligated to return any montes paid by the Purchaser as an Occupancy Fee or for optional upgrades, changes or extres ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damages or costs whatsbever said without limiting the generality of the foregoing, for any montes paid to the Vendor for optional upgrades, changes, extras; for any loss of bargain, for any relocating costs, or for any professional or other fees paid to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

### Waganties

- 18. (a) The Purchaser acknowledges and agrees that the clearance by the building department of the municipality shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters: if the forgoing clearances are withheld by the municipal architectural such grounds for refusal shall constitute complete and absolute acceptance by the Purchaser of an amount of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters.
  - (b) The Vendor does not warrant any of the systems contained or installed in the Unit or common elements, but shall provide the Purchaser with the full benefit of any warrantles obtained by it to the extent that it is able to do so pursuant to the terms of the warrantles. The Purchaser agrees to accept such warrantles in lieu of any other warrantles or guarantees, expressed or implied, at equity or at law, it being understood and agreed that there is

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no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement or the Unit, other than as expressed herein in writing.

The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Unit from time to time from those specified or contemplated in the aforesaid plans or specifications, provided that any substituted materials(s) is equal to or better than the material(s) originally indicated in said plans or specifications.

### Right of Entry

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20. Notwithstanding the Purchaser occupying the Unit on the Closing Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements to order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vondor in connection, with the Unit of the common elements and such right shall be in addition to any rights, and enaminate created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foragoing may be included in the Transfer/Deed provided on the Unit Transfer/Det and acknowledged by the Purchaser at the Vendor's sole discretion.

### Purchasor's Default

21. In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement, and should such default continue for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remadies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extras or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor, in any event, and without prejudice to or timiting the rights of the Vendor, the Vendor may also claim for damages in excess of the deposit monies so retained by the Vendor. If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid.

### Common Elements

22. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims ogainst the Vendor for any equal, higher or better standards of workmenship or meterials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sola discretion or at the Instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan amendments, zonling by-laws, committee of adjustment end/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as thay existed at the time the Purchaser entered into this Agreement, or as illustrated on any seles meterial, including without limitation, brochures, models or otherwise, With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose datermination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser shall have no order the modifications.

### Risk

23. The Unit shall be and remain at the risk of the Vendor until the Unit Trensfer Date, if any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all deposit monles paid by the Purchaser to the Vendor, if any, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

### General

- 24. The Vendor shall provide a statutory declaration on the Unit Transfer Date that it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
- 26. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby obtain than as expressed herein to writing.
- 27. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vender and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and assigns.
- 28. It is acknowledged and agreed by the Purchaser that the dimensions, floor area or equate footage of the Unit, as represented to the Purchaser in any brockure, sketch, floor plan, or other advardising material is approximate, is not the same and may differ from the actual size and defined boundaries of the Unit as provided for in the Declaration and the Description, and the Purchaser consents to same. The Purchaser is further advised that the actual usable floor space may vary from any stated floor area. Notwithstanding any stated colling height (whether in any schedule to this Agreement or in any brochure, sketch, floor plan or other advardising material), where colling but honds are instelled within the Unit and/or where drop collings are required, then the colling height of the Unit will necessarily be less than that stated in any brochure, sketch, floor plan or other advardising material and the Purchaser shall be obliged to accept the same without any abatement or claim for compensation whatsoever.
- 29. (a) The parties water personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 36 of this Agreement shall be validly made by the Vender upon the Purchaser, by a representative of the Vender attending at the offices of Harris, Sheatfor, LLP at 12:00 noon on the Unit Transfer Date or the Closing Date as the case may be and remaining there until 4:30 p.m. and is ready, willing and able to complete the transaction. The Vender's advice that the keys are aveilable shall be valid tender of possession of the Reat Property to the Purchaser, in the event the Purchaser or his Solicitor falls to appear or appears and falls to close, such attendance by the Vender's representative shall be

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deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Peyment shall be tendered by certified cheque drawn on any Canadian chartered bank; and

- (b) It is further provided that, notwithstanding subparagraph 29(a) harsof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date or Unit Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
- 30. As the electronic registration system (hareinsfier morred to as the Teraview Electronic Registration System or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then the following provisions shall prevail:
  - (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vandor's solicitor on the latter's standard form (hereinafter referred to as the "Sacrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Unit Transfer Data.
  - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
    - shall not occur contemporaneously with the registration of the Trensfer/Deed (and other registerable documentation); and
    - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certifled funds will be required to hold same in escrow, and will not be antitled to release earns except in strict accordance with the provisions of the Escrow Document Registration Agreement.
  - (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the attement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the letter may direct) prior to the release of the Transfer/Deed for registration.
  - (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the internet, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
  - (e) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been veildly made by the Vendor upon the Purchaser when the Vendor's splitting thes:
    - (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
    - (ii) ddvised the Purchaser's soficitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
    - has completed all steps required by TERS in order to complete this transaction that can be performed
      or undertaken by the Vendor's solicitor without 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 aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foreign.

- 31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Onlario.
- The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- 33. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement shall continue in full force and effect as if such invalid provision had never been included hardin.
- 34. The Purchaser acknowledges that the Vendor may from time to time lease any and all unsold units in the Condominium for commercial purposes and this paragraph shall constitute notice to the Purchaser as registered owner of the Unit efter the Unit Transfer Date pursuant to the Act.
- 35. (a) If any documents required to be executed and delivered by the Parchaser to the Vendor are, in fact, executed by a third party appointed as the alterney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Tilles office where the Lands are registered, and a duplicate registered copy thereof (together with a statutory declaration swom by the Purchaser's solictior unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
  - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for a corporation to be incorporated, the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust for a corporation to be incorporated, as the ease may be, shall be deemed and construed to constitute the personal guarantee of such person or persons so signing with respect to the obligations of the Purchaser herein.



### Notice

36. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, focsimile transmission or electronic mail to the stronton of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein or to the address of the Unit after the Closing Dala and to the Veridor at 8791 Woodbins Avenue, Suite 109, Markhaim, Ontario, LSR 0P4 or, such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or by electronic mall, one day following facsimila transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

### Cause of Action/Assimment

- 37. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might obtained have at law or in equity arising out of this Agreement; the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatevers as a result of any matter or thing arising under or in connection with this Agreement (whather based or founded in contract law, for the or in. equity, and whather for innocent misrupresentation, negligent misrepresentation, breach of contract, breach of ideutary duty, breach of constructive trust or otherwise), against any person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may utilimately be found or adjudged to a numinee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an astoppel and bar against the Purchaser in any action, still, application or proceeding brought by or on the behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
  - (b) At any time prior to the Unit Transfer Date, the Vender shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assigness assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vender harded herein shall be attermedically released from all obligations and lightitude to the Purchaser analog from this Agreement, and said assignment shall be deemed for all purposes to be the vender herein as if it had been an original party to this Agreement, in the place said stead of the Vender.

### Inevocability

38. This offer by the Purchasur, shall be irrevocable by the Purchaser until the 15th day (excluding Soturdays, Sundays and statutory holidays) following the date of his or her execution of his Agreement, after which time, this offer may be withdrawn; and it so, same shall be null and void and the deposit shall be returned to the Purchaser without interestion deduction. Acceptance by the Vendor of this offer shall be deemed to the purchaser without interestion of such acceptance to be delivered to the Purchaser prior to such time. Without inhing the generality of the foregoing, acceptance of this offer (or any counter-offer with respect thereto) may be made by way of telefax transmission (or similar system reproducing the original) provided at of the necessary signatures and initials of both parties herefo are duly reflected on (or represented by) the tolefaxed copy of the agreement of purchase and saids so immanisted, and such acceptance shall be downed to have been effected or made when the accepted offer (or counter-offer, as the case may be) is telefaxed to the intended party, provided that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such transmission, and the original executed document is thereafter forthwith countered (or personally delivered) to the recipient of the telefaxed copy.

### Non-Merger

39. The covenants and agreements of each of the parties hereto shall not merge on the Unit Transfer Date, but shall remain in full force, and offect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances avidancing or confirming the non-merger of the covenants of atther of the parties hereto shall be required of requested by or on behalf of either party hereto.

### Notice/Warning Provisions

- 40. (a) The Purchaser is hereby advised that noise levels caused by the Condeminium's mechanical equipment, the londing and unleading of tractor trailers on the exclusive use common elements and the daily operation of businesses within Units may occasionally cause noise and inconvenience to Unit occupants.
  - (b) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and audatake or complete any requisite repairs therato (which the owner of the Unit has falled to do) in accordance with the Act.
  - (c) Purchasors are advised that noise antifor odour levels from surrounding commercial and/or industrial businesses, may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the Municipality's and the Ministry of Environment's noise citoria.

### Purchaser's Work INTO: Please review this section carefully and edvise what portions, if any, you still need to incude in this Agreement.

- 41. The Purchaser agrees that he or she shall not be entitled to commence improvements which he or she wishes to make to the Unit (the "Purchaser's Work") without fulfilling the following conditions:
  - The Purchager has obtained the written approval of the Vendor prior to any commencement of the Purchaser's Work, which approved shall not be unreasonably withheld;
  - (b) (i) If the Purchaser wishes to commence the Purchaser's Work, the Purchaser shall submit to the Vendor for approval in accordance with the Vendor's requirements a complete set of plans, drawings, specifications, construction scintarction contract(s) and other information (collectively, the "Purchaser's Plans") as may be necessary or desirable for the complete and particular identification of all work to be performed by the Purchaser.
    - (ii) The Purchaser's Plans shall be subject to the approval of the Vendor, which approval shall not be unreasonably or arbitrarily withhold. The Vendor shall notify the Purchaser of its approval of the Purchaser's Plans or of the specific changes required in writing and the Purchaser shall then prepare and submit to the Vendor within ten (10) days revised Purchaser's Plans satisfactory to the Vendor.

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- (iii) No Purchaser's Work shall be commenced until the Purchaser's Plans have been approved in witting by the Vendor and the Purchaser's Work shall be performed strictly in accordance with the Purchaser's Plans as previously approved to be in writing by the Vendor The Vendor shall be antitled to an administration fee for reviewing and approving the Purchaser's Plans, which fee shall be equivalent to Nine Hundred and Elhy (\$950.00) Dollars per unit. A set of the Purchaser's Plans with the Vendor's consent endorsed thereon shall be kept at the Unit at all times throughout the period when the Purchaser's Work is being performed. The Vendor may, at its sole option, at the expense of the Purchaser, payable on demand, rectify or remove any Purchaser's Work which does not comply with the Purchaser's Plans as previously approved by the Vendor, the Ontario Building Code or any other governmental requirements.
- (iv) The Purchaser shall not be permitted to perform any Purchaser's Work in the common elements.
- (v) The Purchaser shall keep the Unit insured during the period of time in which the Purchaser is cerrying out the Purchaser's Work as may be required by the Condominium and/or the Vendor, including builders risk insurance during the course of construction of Purchaser's Work, liability insurance of a minimum of Two Million (\$2,000,000.00) Dollars and worker's compensation coverage. The Purchaser shall be responsible for and keep insured all improvements to the standard unit and shall assume all liability in respect of same.
- (c) Prior to the performing any work, the Purchaser shall obtain all necessary consents, permits, licences, certificates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall deliver to the Vendor copies of same and shall post permits as required.
- (d) (i) All the Purchaser's Work, as well as the operations which the Purchaser carries out within the Unit, shall comply with all applicable Isws, by-laws, building codes, permits and approvals for such work, as well as with the requirements of the Vendor's and/or the Condominium's insurers, if any of the foregoing are not in compliance and the Purchaser falls to remove such non-compliance forthwith, the Vandor may, at its sole option, remedy same, at the Purchaser's expense, psyable on demand.
  - (ii) The Purchaser shall in no event make may structural alterations nor any atterations which shall efter the structural parts of the building constituting part of the common elements.
  - (iii) Any damage to the Unit, the Condominium or the Property during the performance of the Purchaser's work by the Purchaser, its contractors, subcontractors, tradesmen or material suppliers shall immediately be repaired by the Purchaser or, at the Vendor's option, by the Vendor, at the expense of the Purchaser, payable on demand.
  - (iv) Upon termination of this Agreement, the Purchaser shall forthwith remove 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 to the date the Purchaser's Work commenced or, at the Vendor's option, the Purchaser's Work to the extent it has been completed shall then remain in the Unit and shall become the property of the Vendor.
- (e) The opinion in writing of the Vendor's architect or other qualified consultants shall be binding on both the Vendor and the Purchaser respecting all matters of dispute regerding the Purchaser's Work, including the state of completion and whether or not the Purchaser's Work is completed in a good and workmanlike manner and in accordance with the Vendor's requirements, the Purchaser's Plans as approved by the Vendor and this Agreement.
- (f) The Purchaser shall ensure that no construction lien or any other lien affects the Condominium 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 on behalf of the Purchaser fails to discharge or cause any such tion to be discharged no later than five (5) days after notice thereof has been given to the Purchaser, then in addition to any other rights or remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including logal costs on a solicitor and his client basis), shall be payable by the Purchaser to the Vendor forthwith on demand.
- (g) The Purchasor acknowledges that in the event that he or she acquires title to the Unit prior to the commencement of construction of improvements to the Unit, he or she shall also be oblighted to obtain such consents as are necessary from the Condominium and abide by the terms of the Condominium Documents and the Condominium Act in regard to such construction.
- (h) The Purchaser shall be obligated to obtain any occupancy permit required by any municipal, governmental, or regulatory authority having jurisdiction and shall make available to the Vendor copies of same.
- (I) Wherever in this paragraph the Vendor performs work due to some default by the Purchaser which the Purchaser is required to pay for, then the Purchaser shall, together with all other recoveries permitted hereunder, pay to the Vendor, an administration fee equal to filleen per cent (15%) of the recoveries.
- (j) The Purchaser covenants and agrees that the Purchaser shall not, either before or after closing, be entitled to erect, affix, or maintain any eignage whatsoever, advartising the name of the occupions of the Unit and/or the use of the Unit and/or other matters, to any portion of the common elements, including without limitation to the interior or extenor surface of any windows or doors adjacent to the Unit, except as herein specifically provided or as provided under the Condominium Documents.

Pylon signage shall, subject to the terms of the Condominium Documents, comprise a separate unit in location(s) determined by the Vendor. Subject to availability at any given time, and subject to antering into a lease or licence with the owner of the Sign Unit, a Purchasor will be permitted to attach a sign to the pylon sign(s) as per the direction of the owner of the Sign Unit.

In the event of fallure of the Purchaser to comply with any of the provisions of this paragraph, including the provisions to pay to the Vendor on demand any amounts expended by the Vendor in accordance with the provisions thereof, the Vendor may, at its option, by notice to the Purchaser, declare this Agreement null and void, and retain all deposit moneys paid herounder, together with any interest earned thereon, as liquidated demages and not as a penalty.

### Purchaser's Consent to the Collection and Limited Use of Personal Information

 For the purposes of facilitating compilance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, as



amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to anable the Vandor' to proceed with the Purchaser's perchase of the Unit, including without limitation, the Purchaser's name, home address, a-mail address, telefex/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (e), (g), (ti), (ti), and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (f) below, as well as the Purchaser's finencial information and desired suits design(s) and colour/finish selections, in connection with the comploition of this transaction and for poet-closing and after-sales distribution of early or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal antities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are skewise associated with, related to or affiliated with the Vendor for with the Vandor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, adventising and/or settling various products and/or services to the Purchaser and/or members of the Purchaser's family.
- (b) one or more third party data processing companies which handle or process marketing compatigns on behalf of the Vendor or other companies that are associated with related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/byochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family.
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction fender(s), any warranty band provider and/or excess condentialum deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lander(s) in confection with the completion of this transaction;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Perchaser.
- (f) one or more providers of cable television, telephone, telecommunication, security elem: systems, hydro-electricity, chilled waterinot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condomizium, entails the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security elemn systems and services;
- (9) any relevant governmental authorities or agencies, including without fimiliation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Corrada Revenue Agency, to whose attention the T-S interest income tax information ratum and/or the NR4 non-resident, withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business, registration number (as the case may be), as required by Regulation 201(1) (b) (ii) of the Income Tax Act R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Tereview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (f) the condeminium corporation, for purposes of facilitating the completion of the corporation's voting, leasing analysis other relevant records, and to the condeminium's property manager for the purposes of facilitating the issuance of notices, the collection of common expanses and/or implementing other condominium management/administration functions; and
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by taw.

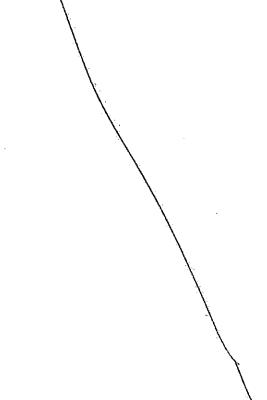
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### SCHEDULE "A" of AGREEMENT OF PURCHASE AND SALE VENDOR'S WORK

Other than the Vendor's Work described below (if applicable) the Purchaser accepts the Unit in "as-is" condition.

THIS OFFER 19 GUBJECT TO TRUSTEE OBTAINING,



### SCHEDULE "8" TO AGREEMENT OF PURCHASE AND SALE

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

- A Disciosure Statement dated February 17, 2009, a Supplemental Disciosure Statement dated April 28, 2009 and accompanying documents in accordance with Section 72 of the Act.
- Z. The Budget.
- The Declaration of York Region Standard Condominium Corporation No. 1228 registered in the Land Registry office for the Land Titles Division of York on April 17, 2013 as instrument No. YR1986697;
- By-law No. 1 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as instrument No. YR1970477;
- By-law No. 2 of the Condominium Corporation registered in the aloresaid Land Registry Office on April 29, 2013 as Instrument No. YR1970484;
- 6. Management Agreement between the Condominium Corporation and Simerra Property Management Inc.
- Rules of the Condominium Corporation.
- 8. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchäser

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Markham this day of	MARCH 2017.
WITNESS:	Pultipasor
	1 / 7/10
	) Purchasor //



### Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320 for use in the Province of Ontario

BUYER: Blossom Management & Services	
SELLER: Jade-Kennedy Development Corporation, by Collins Barrow Toronto Limited a Appointed Trustee Under the Construction Lien Act (the "Vendor")	s court
For the transaction on the property known ps: 8339 Kennedy Rd, Markham Ontario Suite #2371	
For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlard, or a prospective, seller, vendor or includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sole" includes a lease, and "Agreement of Purchase and Sale" includes a	n Agreement to Lease.
The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-oper involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out	
DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declarions are required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.	re that he/she is
1. LISTING BROKERAGE	
a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:	
The Listing Brokerage is not representing or providing Customer Service to the Buyer.  (If the Buyer is working with a Cooperating Brokerage, Section 3 is to be completed by Cooperating Brokerage).	1ge)
2) The Listing Brokerage is providing Customer Service to the Buyer.	
b) X MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the E the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of fulf disclosure to both the Seller and the Seller and the Buyer in this transaction.	d equally protect Seller and the Buyer,
<ul> <li>That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;</li> <li>That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;</li> <li>The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party information applies, or unless failure to disclose would constitute froudulent, unlawful or unethical practice;</li> <li>The price the Buyer should offer or the price the Seller should accept;</li> <li>And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.</li> </ul>	to which the
However, it is understood that factual market information about comparable properties and information known to the Listing concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning to the property will be disclosed to both Seller and Buyer to assist them to come to the concerning the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning the property will be disclosed to both Seller and Buyer to assist them to come to the property will be disclosed to both Seller and Buyer to assist the property will be disclosed to be the seller and Buyer to assist the property will be disclosed to be the seller and the property will be disclosed to be the seller and the property will be disclosed to be the seller and the property will be disclosed to be the seller and the property will be disclosed to be the seller and the	g Brokerage onclusions.
Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)	ı
2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED	
The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage (does/does not)	okerage will be paid
by the Seller in accordance with a Seller Customer Service Agreement	
or: by the Buyer directly	
Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this prope	ту.)
INITIALS OF BUYER(5)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)	
BUYER CO-OPERATING/BUYER BROKERAGE SELLER LISTING B	ROKERAGE

3.	Co-c	peratin	g Brokerage completes Section 3 and Listing Brokerag	e completes Section 1.
	CO-	OPERATI	NG BROKERAGE- REPRESENTATION:	
	a)		The Co-operating Brokerage represents the interests of the Bu	yer in this transaction,
	b)		The Co-operating Brokerage is providing Customer Service to	the Buyer in this transaction.
	c)		The Co-operating Brokerage is not representing the Buyer and	d has not entered into an agreement to provide customer service(s) to the Buyer.
	co-	OPERATI	NG BROKERAGE- COMMISSION:	
	a)	X	7 a man MT C	e commission as indicated in the MLS® information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.
	b)		The Co-operating Brokerage will be paid as follows:	
Addil	tional c	comments	and/or disclasures by Co-operating Brokerage: (e.g., The Co-op	erating Brokerage represents more than one Buyer offering on this property.)
Com	mission	will be p	payable as described above, plus applicable taxes.	
the Se if the	erating lier. This local ba a purpo	proketage s Commissi pard's MLS se of this C with the tro	tuther includes a Commission Trust Agreement, the consideration for whit on Trust Agreement shall be subject to and governed by the MISS rules a 9 rules and regulations so provide. Otherwise, the provisions of the ORE commission Trust Agreement, the Commission Trust Amount shall be the an ade shall constitute a Commission Trust and shall be held, in trust, for the C	of commission from the Listing Brokerage, then the agreement between Listing Brokerage and chi is the Cooperating Brokerage procuring an offer for a trade of the property, acceptable to not regulations partolining to commission trusts of the Listing Brokerage's local real estate board. A recommended MISO rules and regulations shall apply to this Commission Trust Agreement, out noted in Section 3 above. The Listing Brokerage hereby declares that all montes received appropriate procuring Brokerage under the terms of the applicable MISO rules and regulations.
		Si	GNED BY THE BROKER/SALESPERSON REPRESENTA	TIVE(S) OF THE BROKERAGE(S) (Where applicable)
CE)	NTU e of Co	RY 21 ≻operating	LEADING EDGE REALTY INC.    Buyer Brokerage	Century 21 Leading Edge Realty Inc.
165	MA	IN STI	REET NORTH MARKHAM	165 Main St North Markham
Tel:, (	905)	1/1-2	121/ Fax: (905) 471-0832	Tel: 905-471-2121 905-471-0832
(Au)/c	// //2001	o bind thi	Date: MBRe/ 20/17	(Authorized to fund the Listing Brokerage)
Print I	VIE I	KILIK	Salesperson Representative of the Brokecage)	Shirley Chau [Print Name of Broker/Solesperson Representative of the Brokerage)
COI	The	Buyer/S	ULTIPLE REPRESENTATION (To be completed only if the Seller consent with their initials to their Brakerage g more than one client for this transaction.	e Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS
			ACKNOWLED	
			read, and understand the above information.	10x Par 1 20117
(Signa	ture of	Buyer)		Sign My of Geller
(Signa	ture of	Buyer)	Date:	(Signature of Seller)

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### APPENDIX "C"



REGISTRY

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

ON 2017/04/17 AT 09:21:46

OFFICE #65
29759-0743 (LT)
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

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

PROPERTY REMARKS:

ESTATE/OUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: CONDOMINIUM FROM 02963-3601

CAPACITY SHARE

PIN CREATION DATE: 2013/04/22

OWNERS' NAMES

JADE-KENNEDY DEVELOPMENT CORPORATION

REG. NUM.	DATE	INSTROMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
** PRINTO	UT INCLUDES ALL	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS	AND DELETED INSTRUMENT'S SINCE 2013/04/22 **	
MA31145	1951/07/26 BYLAW	BYLAW		THE CORPORATION OF THE TOWNSHIP	
				OF MARKHAM	
4	EMARKS: BY-LAW	NO. 1309 RE: BUILDI	NG RESTRICTIONS SEE	REMARKS: BY-LAM NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YMKINCHUK	UK

CERT/ CHKD	υ		υ		ပ		υ		ပ		ບ				ပ
PARTIES TO		АКТИСНОК									AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	TAIDEMFTAN BANK OF CANADA		LAURENTTAN BANK OF CANADA
PARTIES FROM	SINCE 2013/04/22 ** THE CORPORATION OF THE TOWNSHIP	OF MARKHAM REMARKS: BY-LAM NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKINCHUK	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISPER OF TRANSPORT		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MIVISHER OF TRANSPORT	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT	remarks: aeronautics act and pickering airport site zgaing regulation affects thirdly and eifthly lands	Jade-Kennedy development corporation	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY *** IADE-KENNEDY DEUST-OPHENT CARDONALTON		AVIVA INSURANCE COMPANY OF CANADA
AMOUNT	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/04 MA31145 1951/07/26 BYLAW TYPES AND DELETED INSTRUMENTS SINCE 2013/04	ING RESTRICTIONS SEE		REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/1000G-636)		CKERING AIRPORT SITE		CKERING AIRPORT SITE		ING AIRPORT SITE ZON	\$30,000,000				
INSTRUMENT TYPE	DOCUMENT TYPES AND BYLAW	NO. 1309 RE: BUILD.	NOTICE	ING AIRPORT SITE ZO	NOTICE	UTICS ACT AND THE P.	NOTICE	UTICS ACT AND THE P.	NOTICE	UTICS ACT AND PICKE	CHARGE	CHARGE	NO ASSGN RENT GEN	- YR1445317	2010/02/25 POSTPONEMBNT REMARKS: YR1444874 TO YR1445317
DATE	INCLUDES ALL DOCUN	WARKS: BY-LAW	2005/08/18	MARKS: PICKER	2005/08/18	MARKS: AERONA	2005/08/31	MARKS: AERONA	2005/12/21	MARKS: AERONA	2010/02/24	2010/02/25	2010/02/25	REMARKS: RENTS	2010/02/25 MARKS: YR1444
REG. NUM.	** PRINTOUS MA31145	RE	YR686388	RE	YR686395	RE	YR694205	RE	YR753574	RE	YR1444874	YR1445317	YR1445318	RE	YR1445330 RE



PAGE 2 OF 6

PREPARED FOR DePintol
ON 2017/04/17 AT 09:21:46

OFFICE #65

29759-0743 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1445332	2010/02/25	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERWARKET INC.	
YR1445352	2010/02/25	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY *** TAND_EPROMENTY POWER CARROWS CARROWS	ANTIKEN IN TIKE WATER	
RE	MARKS: YR1445	REMARKS: YR1445332. YR1445317		ORDE-RENNEDT DEVELOPMENT CORFORMITON	LAUKENIIAN BANN OF CAWALA	
YR1446522	2010/02/26	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1446523	2010/02/26	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***		
RE	REMARKS: RENTS - YR1446522	- YR1446522		JADE-AERNREDY DEVELOPMENT COKFORALION	D. MADY INVESTMENTS (2010) INC.	
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
YR1495980 RE	2010/06/15 MARKS: YR1444	2010/06/15 POSTPONEMENT REMARKS: YR1444874 TO YR1495979	<u></u> ,	AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1495981	2010/06/15	2010/06/15 POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	המוומטים בי מטאם בהם בי מטאונטינמטינמטינמטינמטינמטינמטינמטינמטינמטינ	
RE	MARKS: YR1445	REMARKS: YR1445317 TO YR1495979		LAUNENTIAN BANN UF CANADA	THE CORFORATION OF THE TOWN OF MAKKHAM	
YR1495982	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
an Re	MARKS: YR1446	REMARKS: YR1446522 TO YR1495979		D. MAUI INVESTMENTS (ZOIU) INC.	THE CORFORATION OF THE TOWN OF MARKHAM	
YR1499090 RE	2010/06/18 MARKS: PT 4 6	2010/06/18 NOTICE THE CORPORATION REMARKS: PT 4 GSR30830 PT 5 65R30830 PT 8 65R30830 AFFECTS FIRSTLY,	8 65R30830- AFF	THE CORPORATION OF THE TOWN OF MARKHAM FECTS FIRSTLY, SECONDEX, FOURTHEX AND FIFTHLY LANDS	JADE-KENNEDY DEVELOPMENT CORPORATION	U
YR1533097	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	אוויסקבט די אואים דוח מה אאימימהמתאר בזוח	
RE	MARKS: YR1446	522 TO YR1499090 AFFECTS	FIRSTLY, SECONE	REMARKS: YR1444522 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	IND CONFORMITON OF THE LOWN OF PARKHHAM	
YR1533098	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: YR1445	317 TO YR1499090 AFFECTS	FIRSTLY, SECONE	REMARKS: YR1445317 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TUWN OF WARRHAM	
YR1533099 RE	2010/08/13 MARKS: YR1444	POSTPONEMENT 874 TO YRI499090 AFFECTS	FIRSTLY, SECOND	2010/08/13 POSTEONEMENT REMARKS: YR144874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	U
YR1615462	2011/02/28	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENVEDY DEVELOPMENT CORPORATION	LAUKENTIAN BANK OF CANADA	



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PREPARED FOR DePintol
ON 2017/04/17 AT 09:21:46

OFFICE #65

29759-0743 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RE	REMARKS: YR1445317	317				
YR1615474 REM	2011/02/28 darks: YR1444	2011/02/28 POSTPONEMENT REMARKS: YR1444/874 TO YR1445317		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	ບ
YR1615475	2011/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	The state of the s	
REM	MRKS: YR1446	REMARKS: YR1446522 TO YR1445317		D. MADI INVESTMENTS (COID) INC.	LAUKENTIAN BANK OF CANADA	
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	U
YR1616917	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	The second size to recommend the second size to second size to second size the second size to second size the second size to second size to second size the second siz	
REM	MARKS: YR1445	REMARKS: YR1445317 TO YR1616829		LAUKENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1616918 REM	2011/03/02 ARKS: YR1444	2011/03/02 POSTPONEMENT REMARKS: XR1444974 TO XR1616829		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	ပ
YR1616919	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
REM	MRKS: YR1446	REMARKS: YR1446522 TO YR1616829		D. MADI INVESTMENTS (EULU) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	υ
YR1699150	2011/08/22	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY ***	THE STATE OF THE S	
REM	REMARKS: YR1445332	332		b	OAGE-RENNEUX DEVELOPMENT CONFORMATION	
YR1721683	2011/10/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	
YR1721715	2011/10/03	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	Control by Standards Control and Chile	
REM	MRKS: YR1446	REMARKS: YR1444522 & YR1446523 TO YR1721683 DELETED BY			AVIVA INSURANCE CONFRANT OF CANADA	
YR1763873	2011/12/23	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1763874	2011/12/23	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***	***************************************	
REM	REMARKS: YR1763873.	873.		JADE-KENNEDT DEVELOFFERNT CURFORMITUN	LAURENTIAN BANK OF CANADA	
	MOME.	ANTOTATAL DESCRIPTION OF A PROPERTY OF A PRO	PROTEINANT OR WINOU	THE THE PERSONNEL PROPERTY OF THE PERSONNEL PROPERTY PROPE	THE PERSON OF TH	



PAGE 4 OF 6
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ON 2017/04/17 AT 09:21:46

OFFICE #65

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO CERT/	RT/ HKD
XR1763902	2011/12/23	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY ***  LATE ACCUMENT COMMUNIC COMMUNICAL	A ALDERDAL AND	
REI	REMARKS: YR1445332.	5332.		OAUE-PERNEDI DEVELOFRENI CORFORMIZON	LAUKENIZAN BANK UF CANADA	
YR1763907	2011/12/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: YR1446	REMARKS: YR1446522 TO YR1763873		D. MADI INVESTMENTS (KOLU) INC.	LAUKENTIAN BANK OF CANADA	
XR1763923	2011/12/23	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
RE	REMARKS: YR1445317	9317		JADE-KENNEDY DEVELOPMENT COKPUKATION	LAUKENTIAN BANK OF CANADA	•
YR1764062	2011/12/23	POSTPONEMENT				
RE	MARKS: YRI721	REMARKS: YRI721683 TO YR1763873		AVIVA INSURANCE CORPANY OF CANADA	LAURENTIAN BANK OF CANADA	
YR1832081	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		•
RE	REMARKS: YR1763873	3873		JADE-KENNEDT DEVELOPMENT COKFORALION	LAUKENTIAN BANK OF CANADA	
YR1832265	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: CHARGE	JADE-KRINKEJ DEVE REMARKS: CHARGE NO. YR1446522, SECCRITY OF CHARGE YR1832114 OTHER LANDS	TTY OF CHARGE YR18	OADE-ARNNEST DEVELORMENT CORFORATION 32114 OTHER LANDS	D. MALY INVESTMENTS (ZOLO) INC.	
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MORENERGY CAPITAL CORPORATION	O	
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	
XR1954841 RE2	2013/03/13 MARKS: YR1444	2013/03/13 POSTPONEMENT REMARKS: YR1444874 TO YR1954840		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954842	2013/03/13	POSTPONEMENT				
RE	MARKS: YR1721	REMARKS: YR1721683 TO YR1954840		AVIVA INSURANCE COMFANY UF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
, YR1954843	2013/03/13	POSTPONEMENT				
RE	MARKS: YR1445	REMARKS: YR1445317 TO YR1954840		LAUKENITAKI BANA UF CANADA	THE CORFORATION OF THE CITY OF MARKHAM	
YR1954844	2013/03/13	POSTPONEMENT	•			
RE	MARKS: YR1763	REMARKS: YR1763873 TO YR1954840		LAUKENTIAN BANK UP CANALIA	THE CORPORATION OF THE CITY OF MAKKHAM	
	A - GHOW	MANUAL AND	EACTED THE CALLO	SM4 GT OGTOMORPOTOMODEL GUINGIGOOGG	STREET PROPERTY OF STREET, SAME WAS ASSESSED.	



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ON 2017/04/17 AT 09:21:46

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CERT/ CHKD				.,	,,	,,	,,															
PARTIES TO		THE CORPORATION OF THE CITY OF MARKHAM		<b></b>	5	5	0					0							0	Ü	XR2063722, YR2061499, YR2061500,	
PARIES FROM	*** DELETED AGAINST THIS PROPERTY ***	D. MADY INVESTIGATES (2010) INC. DELETED BY CATHY BUIMER 2013/09/05			JADE KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		LAUKENIIAN BANK OF CANADA		AVIVA INSURANCE COMERNY OF CANADA	JADE-KENNEDY DEVELOPMENT CORPORATION	*** COMPLETELY DELETED ***	OAKE-KENNEDI DEVELOFYENI CORFOXATION	*** COMPLETELY DELETED ***	D. MADY INVESTMENTS (ZOLU) INC.		LAUNENIIAN BANK UF CANADA	YORK REGION CONDOMINIUM CORPORATION NO. 1228	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	2 2014/05/27 APL (GENERAL) YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228 REMARKS: NAME GHANGE FOR THE LIEW GLAIMANT. YR2063733, YR2063729, YR2061496, YR2061497, YR2063721, YR2063	
AMOUNT		ETED BY YR2005313. [							-							<del></del>			\$1,499		LAIMANT. YR2063732,	
INSTRUMENT TYPE	POSTPONEMENT	REMARKS: YR1446522 TO YR1954840 DELETED BY YR2005313.	NIG CONDO CONTRA		CONDO DECLARATION	CONDO BYLAW/98 NO. 1	CONDO BYLAW/98 NO. 2	DISCH OF CHARGE	873.	DISCH OF CHARGE	683.	APL ANNEX REST COV	NO DET/SURR LEASE	332.	DISCH OF CHARGE	522.	DISCH OF CHARGE	317.	CONDO LIEN/98	CONDO BYLAW/98	APL (GENERAL) HANGE FOR THE LIEN C	THE CONTRACTOR OF THE PROPERTY
DATE	2013/03/13	MARKS: YR1446	2013/04/17		2013/04/17	2013/04/29 CONDO REMARKS: BY-LAW NO. 1	1 2013/04/29 CONDO REMARKS: BY-LAW NO. 2	2013/05/02	REMARKS: YR1763873.	2013/05/10	REMARKS: YR1721683.	2013/05/10	2013/05/10	REMARKS: YR1445332.	2013/07/17	REMARKS: YRI446522.	2013/08/06	REMARKS: YR1445317.	2013/11/20	5 2014/04/03 REMARKS: BYLAW	2014/05/27 MARKS: NAME G	THOM:
REG. NUM.	YR1954845	REI	VPC#1998		YR1966697	YR1970477	YR1970484 RE	YR1972811	REI	YR1975398	REI	YR1975619	YR1975654	REI	YR2005313	REI	YR2014896	REI	YR2062939	YR2112686 REM	YR2131732 REM	



PAGE 6 OF 6 PREPARED FOR DePintol ON 2017/04/17 AT 09:21:46

OFFICE #65 29759-0743 (LT) 29759-0743 (LT) \* CERTIFIED IN ACCRDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \* LAND REGISTRY OFFICE #65

CERT/ CHKD											
		U	υ	υ	υ	υ	υ	. U	U	υ	υ
PARTIES TO	505, YR2061506, YR2062937	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	JADE-KENNEDY DEVELOPMENT CORPORATION YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228						MARSHALLZEHR GROUP INC.
PARTIES FROM	YR2062942, YR2062943, YR2062936, YR2061503, YR2061504, YR2061505, YR2061506, YR2062937	\$3,600,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$2,400,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$8,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$249,916 GUEST TILE INC.	\$10,826 DRAGLAM WASTE & RECYCLING INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	DRAGLAM WASTE & RECYCLING INC.	GUEST TILE INC.	LAURENTIAN BANK OF CANADA
AMOUNT	2062940, YR2062941,	\$3,600,000	\$2,400,000	\$8,000,000	\$249,916	\$10,826					
INSTRUMENT TYPE	YREO61501, YRZ062938, YR2062939, YR2062940, YR2062941, YR2062942, YR20	CHARGE	CHARGE	CHARGE	CONSTRUCTION LIEN	2014/12/31 CONSTRUCTION LIEN	2015/01/05 CONDO AMENDMENT REMARKS: YR1966697. YRCP1228.	NO CHNG ADDR CONDO	CERTIFICATE	CERTIFICATE 302	TRANSFER OF CHARGE 650.
DATE	2061501, YR20	2014/10/01 CHARGE	2014/10/01	2014/12/19	2014/12/31	2014/12/31	2015/01/05 MARKS: YR1966	2015/01/30	2015/02/10 CERTIFICATE	2015/02/11   CERTIFICATE REMARKS: YR2236302	3 2016/05/18 TRA REMARKS: YR2195650.
REG. NUM. DATE	YR.	YR2195650	YR2195651	YR2234798	YR2238302	YR2238316	YR2238990 REN	YR2250103	YR2254502	YR2254665 REM	YR2473513 REA



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OFFICE #65

29759-0745 (LT)

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

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 PROPERTY DESCRIPTION:

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE PROPERTY REMARKS:

RECENTLY: CONDOMINIUM FROM 02963-3601

CAPACITY SHARE

PIN CREATION DATE: 2013/04/22

OWNERS' NAMES
JADE-KENNEDY DEVELOPMENT CORPORATION

PARTIES TO				
PARTIES FROM	INSTRUMENTS SINCE 2013/04/22 **	THE CORPORATION OF THE TOWNSHIP	OF MARKHAM	REMARKS: BY-LAM NO. 1309 RE: BUILDING RESTRICTIONS SEG A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/09/18 12:21 BY LOIS YAKINCHUK
AMOUNT				NG RESTRICTIONS SEE
instrument type	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED	BYLAW		NO. 1309 RE: BUILDI
DATE	INCLUDES ALL	1951/07/26 BYLAW		MARKS: BY-LAW
REG. NUM.	** PRINTOUT	MA31145		REA

CERT/ CHXD		υ		ບ		ນ		U		υ		υ				O
PARTIES TO			AKIRCHUK									AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	TATIBENITAN BANK OF CANADA		LAURENTIAN BANK OF CANADA
PARTIES FROM	SINCE 2013/04/22 **	THE CORPORATION OF THE TOWNSHIP OF MARKHAM	REMARKS: BY-LAW NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKINCHUK	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)	HER WAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT	REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REFRESENTED BY THE MINISTER OF TRANSPORT	HING REGULATION AFFECTS THIRDLY AND FIFTHLY LANDS	\$30,000,000 Jade-Kennedy Development Corporation	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION		AVIVA INSURANCE COMPANY OF CANADA
AMOUNT	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENT'S SINCE 2013/04		ING RESTRICTIONS SEE		remarks: Pickering airport site zoning reg. (sor/1000d-636)		CKERING AIRPORT SITE		CKERING AIRPORT SITE		remarks: aeronautics act and pickeming airport site zoning resulation	\$30,000,000				
Instrument type	C DOCUMENT TYPES AND	Byllaw	NO. 1309 RE: BUILD.	NOTICE	ING AIRPORT SITE ZO	NOTICE	UTICS ACT AND THE P.	NOTICE	UTICS ACT AND THE P.	NOTICE	UTICS ACT AND PICKE	CHARGE	CHARGE	NO ASSGN RENT GEN	- YR1445317	2010/02/25 POSTFONEMENT REMARKS: YR1444874 TO YR1445317
DATE	INCLUDES ALL	1951/07/26	MARKS: BY-LAW	2005/08/18	MARKS: PICKER	2005/08/18 NOTICE	MARKS: AERONA	2005/08/31	MARKS: AERONA	2005/12/21	MARKS: AERONA	2010/02/24	2010/02/25	2010/02/25	REMARKS: RENTS	2010/02/25 MARKS: YR1444
REG. NUM.	** PRINTOUT	MA31145	RE	YR686388	RE	YR686395	RE	YR694205	RE	YR753574	REI	YR1444874	YR1445317	YR1445318	RE	YR1445330 RET



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PREPARED FOR DePintol
ON 2017/04/17 AT 09:22:38

OFFICE #65

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

CERT/ CHKD					ບ	Ü				ບ				υ	
PARTIES TO	T, & T. SUPERMARKET INC.	LAURENTIAN BANK OF CANADA	D. MADY INVESTMENTS (2010) INC.	D. MADY INVESTMENTS (2010) INC.	JADE-KENNEDY DEVELOEMENT CORPORATION	THE CORPORATION OF THE TOWN OF MARKHAM	THE CORPORATION OF THE TOWN OF MARKHAM		THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	THE CORFORATION OF THE TOWN OF MARKHAM		THE CORPORATION OF THE TOWN OF MARKHAM	THE CORPORATION OF THE TOWN OF MARKHAM	LAURENTIAN BANK OF CANADA
PARTIES FROM	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELORMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	THE CORPORATION OF THE TOWN OF MARKHAM	AVIVA INSURANCE COMPANY OF CANADA	*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	*** DELETED AGAINST THIS PROPERTY ***	D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM FECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	REMARKS: YR1446522 TO YR1499050 AFFECTS FIRSTLY, SECONDIX, FOURTHLY AND FIFTHLY LANDS 2010/08/13 POSTFONEMENT ***	LAURENTIAN BANK OF CANADA REFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	2010/08/13 POSTPONEMENT AVIVA INSURANCE COMPANY OF CANADA REFARES: YR1444874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	02/28 NOTICE *** DELETED ACAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION
AMOUNT					\$2					0 PT 8 65R30830- AE		ECTS FIRSTLY, SECON	ECTS FIRSTLY, SECON	SCTS FIRSTLY, SECON	
INSTRUMENT TYPE	NOTICE OF LEASE	2010/02/25 NO ASSGN RENT SPEC REMARKS: YR1445/332. YR1445317	CHARGE	NO ASSGN RENT GEN - YR1446522	NOTICE	2010/06/15 POSTPONEMENT REMARKS: XR14449874 TO XR1495979	POSTPONEMENT	REMARKS: YR144531/ TO YR14959/9	REMARKS: YR1446522 TO YR1495979	2010/06/18 NOTICE THE CORPORATION THE CORPORATION REMARKS: PT 4 GSR30830 PT 5 65R30830 PT 8 65R30830- AFFECTS FIRSTLY.	POSTPONEMENT	522 TO YR1499090 AFFE POSTPONEMENT	317 TO YR1499090 AFF	POSTPONEMENT 874 TO YR1499090 AFE	NOTICE
DATE	2010/02/25	2010/02/25	2010/02/26	2010/02/26 REMARKS: RENTS -	2010/06/15	2010/06/15 WARKS: YR14446	2010/06/15	44KKS: YR14455 2010/06/15	MRKS: YR1446	2010/06/18 MARKS: PT 4 65	2010/08/13	MRKS: YR14465 2010/08/13	ARKS: YR1445	2010/08/13 WARKS: YR14445	2011/02/28
REG. NUM.	YR1445332	YR1445352 RE	YR1446522	YR1446523	YR1495979	YR1495980 REN	YR1495981	REN YR1495982	REP	YR1499090 REM	YR1533097	REN YR1533098	RED	YR1533099 REM	YR1615462



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LAND REGISTRY OFFICE #65

29759-0745 (LT)

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PREPARED FOR DePintol
ON 2017/04/17 AT 09:22:38

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

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CERT/ CHKD		υ			U			υ			ບ									
PARTIES TO		LAURENTIAN BANK OF CANADA		LAURENTIAN BANK OF CANADA	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK		THE CORPORATION OF THE TOWN OF MARKHAM	THE CORPORATION OF THE TOWN OF MARKHAM		THE CORPORATION OF THE TOWN OF MARKHAM	ROCERS COMMUNICATIONS INC.		JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA		IAURENTIAN BANK OF CANADA	
PARTIES FROM		AVIVA INSURANCE COMPANY OF CANADA	*** DELETED AGAINST THIS PROPERTY ***	D. MADI INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM		LAUKENTITAN BANK UP CANADA	AVIVA INSURANCE COMPANY OF CANADA	*** DELETED AGAINST THIS PROPERTY ***	D. MADY INVESTMENTS (2010) INC.	JADE-KENNEDY DEVELOPMENI CORPORATION	*** DELETED AGAINST THIS PROPERTY ***	T & T SUPERWARKET INC.	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY ***	D. MADY INVESTREMNYS: YR1446523 TO YR1721683 DELETED BY YR2005313. DELETED BY CATHY BULMER 2013/09/06	*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** DELETED AGAINST THIS PROPERTY ***	JADE-KENNEDY BEVELOPMENT CORPORATION	
AMOUNT					\$2						\$5					RI721683 DELETED BY				
INSTRUMENT TYPE	317	2011/02/28 POSTPONEMENT REMARKS: YR1444874 TO YR1445317	POSTPONEMENT	REMARKS: YR1446522 TO YR1445317	NOTICE	POSTPONEMENT	REMARKS: YR1445317 TO YR1616829	2011/03/02 POSTPONEMENT REMRKES: YR1444874 TO YR1616829	POSTPONEMENT	REMARKS: YR1446522 TO YR1616829	TRANSFER EASEMENT	APL (GENERAL)	332	CHARGE	POSTPONEMENT	522 & YR1446523 TO 1	CHARGE	NO ASSGN RENT GEN	873.	
DATE	REMARKS: YR1445317	2011/02/28 MARKS: YR1444	2011/02/28	MARKS: YR1446	2011/03/02	2011/03/02	MARKS: YR1445	2011/03/02 MARKS: YR1444	2011/03/02	MARKS: YR1446	2011/06/02	2011/08/22	REMARKS: YR1445332	2011/10/03	2011/10/03	MARKS: YR1446.	2011/12/23	2011/12/23	REMARKS: YR1763873	
REG. NUM.	RE	XR1615474	YR1615475	RE	YR1616829	YR1616917	RE	YR1616918 REI	YR1616919	RE	YR1657121	YR1699150	RE	YR1721683	YR1721715	RE	YR1763873	YR1763874	REI	



PAGE 4 OF 6
PREPARED FOR DePintol
ON 2017/04/17 AT 09:22:38

OFFICE #65 29759-0745 (LT.) 29758-0745 (LT.) \* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \* LAND REGISTRY OFFICE #65

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1763902	2011/12/23	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY *** TABLE-KENNEDY DEVELOPMENT CORPORATION	PATIDENMITAM DANK OF ANNA	
- RE	REMARKS: YR1445332	332.		ONDE-ABRINDE DEVELOCRIBIAL CONFORMITON	LAUKENTIAN BANN OF CANADA	
YR1763907	2011/12/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: YR1446	REMARKS: YR1446522 TO YR1763873		D. MADY INVESTMENTS (COID) INC.	LAURENTIAN BANK OF CANADA	_
YR1763923	2011/12/23	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
RE	REMARKS: YR1445317	317		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1764062	2011/12/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
ERE .	MARKS: YR1721	REMARKS: YR1721683 TO YR1753873		AVIVA INSUKANCE COMPANI OF CANADA	LAURENTIAN BANK OF CANADA	
YR1832081	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
RE	REMARKS: YR1763873	873		JADE-KENNEDY BEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1832265	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: CHARGE	JADE-KKNNEDI DEVE REMARKS: CHARGE NO. YR1446522, SECCRITY OF CHARGE YR1432114 OTHER LANDS	ITY OF CHARGE YR18.	JABE-KENNEDI DEVELOFMENT CORPORATION 32114 OTHER LANDS	D. MADY INVESTMENTS (2010) INC.	
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MORENERGY CAPITAL CORPORATION	5	υ
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	ย
YR1954841	2013/03/13 MARKS: YR1444	2013/03/13 POSTPONEMENT REMARKS: YR1444874 TO YR1954840		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	Ð
YR1954842	2013/03/13	POSTPONEMENT				
RE	MARKS: YR1721	REMARKS: YR1721683 TO YR1954840		AVIVA INSURANCE COMPANÍ OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954843	2013/03/13	POSTPONEMENT				
RE	MARKS: YR1445	REMARKS: YR1445317 TO YR1954840		LAUKENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954844	2013/03/13	POSTPONEMENT				
RE	MARKS: YR1763	REMARKS: YR1763873 TO YR1954840		LAUKENITAN BANK UF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	



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PREPARED FOR DePintol
ON 2017/04/17 AT 09:22:38

OFFICE #65

29759-0745 (LT)

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

CERT/ CHKD			ပ	ပ	U	o					υ							υ	υ	ບ
PARTIES TO	SANDARAN CA UNITA DIM DA WATERCACIONA DEM	IND CORFORMING OF THE CITY OF PARKHAM																		722, YR2061499, YR2061500,
PARTIES FROM	*** DELETED AGAINST THIS PROPERTY *** D. MADY TAILESTWEAM (2010) THE	REMARKS: YR1444522 TO YR1954840 DELETED BY YR2005313. DELETED BY CATHY BULMER 2013/09/05		JADE KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	*** COMPLETELY DELETED *** LAHREMPTAN BANK OF CAMADA	THOUGHT THE DEAN OF CHINEDS	*** COMPLETELY DELETED ***	NAIVE INDUMNINCE CONTRINT OF CENERAL	JADE-KENNEDY DEVELOPMENT CORPORATION	*** COMPLETELY DELETED ***	JAKE-KENNEDY DEVELOPMENT CORPORATION	*** COMPLETELY DELETED ***	D. MADI INVESTMENTS (2010) INC.	*** COMPLETELY DELETED ***	LEUKENIIAN DANK UF CANADA	YORK REGION CONDOMINIUM CORPORATION NO. 1228	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	2014/05/27 APL (GENERAL) REGION STANDARD CONDOMINIUM CORFORATION NO. 1228 REGION STANDARD CONDOMINIUM CORFORATION NO. 1228 REGION STANDARD: YR2063722, YR2061996, YR2061497, YR2061497, YR2061499, YR2061500,
AMOUNT		ETED BY YR2005313.																\$1,499		LAIMANT. YR2063732,
INSTRUMENT TYPE	POSTPONEMENT	522 TO YR1954840 DEL	STANDARD CONDO PLN	CONDO DECLARATION	CONDO BYLAW/98 NO. 1	CONDO BYLAW/98	DISCH OF CHARGE	873.	DISCH OF CHARGE	683.	APL ANNEX REST COV	NO DET/SURR LEASE	332.	DISCH OF CHARGE	522.	DISCH OF CHARGE	317.	CONDO LIEN/98	CONDO BYLAW/98 NO 3	APL (GENERAL) HANGE FOR THE LIEN C
DATE	2013/03/13	MARKS: YR1446	2013/04/17	2013/04/17	2013/04/29 CONDO REMARKS: BY-LAW NO. 1	1 2013/04/29 REMARKS: BY-LAW	2013/05/02	REMARKS: YR1763873,	2013/05/10	REMARKS: YR1721683.	2013/05/10	2013/05/10	REMARKS: YR1445332.	2013/07/17	REMARKS: YR1446522.	2013/08/06	REMARKS: YR1445317.	2013/11/20	S 2014/04/03 CONI REMARKS: BYLAW NO 3	2014/05/27 MARKS: NAME CH
REG. NUM.	YR1954845	RE	YRCP1228	YR1966697	YR1970477   RE	YR1970484	YR1972811	RE	YR1975398	RE	YR1975619	YR1975654	RE	YR2005313	RE	YR2014896	RE	YR2062941	YR2112686 REI	YR2131732 RE



29759-0745 (LT)

PAGE 6 OF 6
PREPARED FOR DePintol
ON 2017/04/17 AT 09:22:38

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

CERT/ CHKD		υ	υ	υ	υ	ບ	υ	υ	υ	υ	Ų
PARTIES TO	505, YR2061506, YR2062937	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	JADE-KENNEDY DEVELOPMENT CORPORATION YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228						MARSHALLZEHR GROUP INC.
PARTIES FROM	YRROGISOI, YR2d62938, YR2062939, YR2062940, YR2062941, YR2062942, YR2062936, YR2061503, YR2061504, YR2061505, YR2061506, YR2061937	\$3,600,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$2,400,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$8,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$249,916 GUEST TILE INC.	\$10,826 DRAGIAM WASTE & RECYCLING INC.	Jade-Kennedy development corporation	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	DRAGLAM WASTE & RECYCLING INC.	GUEST TILE INC.	LAURENTIAN BANK OF CANADA
INDOWY	2062940, YR2062941,	\$3,600,000	\$2,400,000	\$8,000,000	\$249,916	\$10,826	•	<u>, , , , , , , , , , , , , , , , , , , </u>			
INSTRUMENT TYPE	62938, YR2062939, YR	CHARGE	CHARGE	CHARGE	CONSTRUCTION LIEN	CONSTRUCTION LIEN	2015/01/05 CONDO AMENDMENT REMARKS: YR1966697. YRCF1228.	NO CHNG ADDR CONDO	CERTIFICATE	CERTIFICATE 302	TRANSFER OF CHARGE 650.
DATE	2061501, YR20	2014/10/01 CHARGE	2014/10/01	2014/12/19	2014/12/31	2014/12/31	2015/01/05 MARKS: YR1966	2015/01/30	2015/02/10	5 2015/02/11 CEI REMARKS: YR2238302	YR2473513 2016/05/18 TRA REMARKS: YR2195650.
REG, NUM.	YR	YR2195650	YR2195651	YR2234798	YR2238302	YR2238316	YR2238990 REI	YR2250103	YR2254502	YR2254665 REI	YR2473513 REI

### **APPENDIX "D"**

The un	dersigned			5370				NC.					,		<u> </u>
Appoir sketch	nted Trust altached h 30 Mai	ee Un erelo : rkham,	aser'), hereby agior the Constructs s Schedule 'A', i Onlario together hing to such unit,	tion Lien A being a unit with an uni	ict (the ' In York i Sivided in	Vendor Region S iterest in	) to purchat tandard Co the comm	se the abo ndominium on element	ve caption Pian No. 3 appurter	ed Unit(s) a 1228 located nant to such	s outlined for at 33 unit and the	r Identific 31 K	CNVC U	ited a ses only ose part	Court y on the OAD s of the
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- 3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the Condominium Act, 1998, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
  - (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
  - (b) "Condominium" means York Region Standard Condominium Plan No. 1228;
  - (C) "Condominium Documents" means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
  - (d) "Corporation" means York Region Standard Condominium Corporation No. 1228;
  - (e) "Creating Documents" means the deciaration and description which were registered against title to the Property and which served to create the Condominium, as may be amended from time to time;
  - (f) "Property" shall mean the lands 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. 65)

### Vendor's Work

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

### Adjustments

- The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Unit
  Transfer Date, with that day itself apportioned to the Purchaser
  - (a) Realty taxes (Including local improvement charges, if any), interest payable in accordance with the Act, shall be apportioned and allowed to the Unit Transfer Date. With respect to the realty taxes (including local improvement charges), the same shall be estimated as if the Unit had been fully assessed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding the same may not have been levied or paid by the Unit Transfer Date, subject however, to readjustment upon the actual amount of such taxes being ascertained.
  - (b) The Purchaser shall be responsible for and shall pay on the Unit Transfer Date the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land.
  - (c) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any cheque delivered to the Vendor and not accepted by the Vendor's bank for any reason.
  - (d) it is acknowledged and agreed by the parties hereto that the Purchase Price is exclusive of the federal portion and the provincial portion of the harmonized goods and services tax exigible with respect to this purchase and sale transaction (hereinhefore and hereinafter referred to as the "HST"), and that the Purchaser shall pay to the Vendor the HST and the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction or alternatively the Purchaser shall provide, execute and deliver to the Vendor all requisite documents and assurances that the Vendor may require and as required by the CRA for the purchase of commercial property in lieu of payment of the HST.
  - (e) Notwithstanding any other provision herein contained in this Agreement, the Purchaser further acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor In accordance with the Excise Tax Act (Canada) and any applicable Ontario legislation governing the payment of the provincial portion of the HST.

### Title

- 6. The Purchaser shall be allowed fifteen (15) days following the date of the execution of this Agreement by the Purchaser (the "Examination Period") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor possession, if within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and vold and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.
- 7. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitor on the Unit Transfer Date, a written direction as to how the Purchaser Intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Unit Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.
- 8. (a) The Purchaser agrees to accept title subject to the following:
  - (i) the Condominium Documents;

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- registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Unit Transfer Date;
- (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, efectricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners (provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) compiled with as at the Unit Transfer Date;
- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, subdivision, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities), (with all of such agreements being hereinafter collectively referred to as the "Development Agreements"), provided that same are compiled with as at the Unit Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and
- (v) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Unit Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, development agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the "Municipality"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sate transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Unit Transfer Date.
- (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.
- (e) The Purchaser expressly acknowledges, confirms and agrees that the Vendor, its representatives and sales agents (including the agent) have made no warranty or representation whatsoever with respect to any permitted use(s) of the Unit or the availability of any permits, authorizations, consents or permissions as aforesaid, and the Vendor and its representatives and sales agents (including the agent) shall incur no claim and suffer no cost, loss, damage and/or liability whatsoever in the event that the use(s) intended to be made of the Unit by the Purchaser is not permitted or the Purchaser is unable to obtain the required permits, authorizations, consents or permissions as aforesaid.
- (f) The Purchaser acknowledges having been advised that the allowable uses of the Unit are subject to the provisions of the Condominium Documents and the Purchaser shall satisfy itself in this regard.
- The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Unit Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Unit Transfer Date.
- 10. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Unit Transfer Date. The Purchaser agrees to accept the Vendor's solicitors undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Unit Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:
  - a mortgage statement or letter from the mortgagee(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit:
  - (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Unit Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and

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- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgagees and to register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Unit Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars.
- 11. The Purchaser agrees to accept the Vendor's covenant of indemnity regarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Closing Date or Unit Transfer Date, as applicable. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Closing Date nor the Unit Transfer Date shall be delayed on that account.

### The Planning Act

12. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Unit Transfer Date.

### Purchaser's Covenants, Representations and Warranties

- 13. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragreph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchaser Price on the Unit Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement.
- 14. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his obligations hereunder, the Vendor may, as agent and attomey of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 26 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a solicitor and client basis).
- The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Unit Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
- 16. The Purchaser covenants and agrees that he or she shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillarly thereto relating to the development of the Property, or any neighbouring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
- 17. The Purchaser covenants and agrees that he or she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration office and model units, and the display of signs located on the Property.

### Termination without Default

18. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee or for optional upgrades, changes or extras ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any monies paid to the Vendor for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

### Warranties

- 19. (a) The Purchaser acknowledges and agrees that the clearance by the building department of the municipality shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters. If the forgoing clearances are withheld by the municipal authority as a result of non-compliance by the Purchaser of any municipal standard, such grounds for refusal shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters.
  - (b) The Vendor does not warrant any of the systems contained or installed in the Unit or common elements, but shall provide the Purchaser with the full benefit of any warranties obtained by it to the extent that it is able to do so pursuant to the terms of the warranties. The Purchaser agrees to accept such warranties in lieu of any other warranties or guarantees, expressed or implied, at equity or at law, it being understood and agreed that there is.

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no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement or the Unit, other than as expressed herein in writing.

(c) The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Unit from time to time from those specified or contemplated in the aforesaid plans or specifications, provided that any substituted materials(s) is equal to or better than the material(s) originally indicated in said plans or specifications.

### Right of Entry

20. Notwithstanding the Purchaser occupying the Unit on the Closing Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Unit Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

### Purchaser's Default

21. In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement, and should such default continue for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extras or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor, in any event, and without prejudice to or limiting the rights of the Vendor, the Vendor may also claim for damages in excess of the deposit monles so retained by the Vendor. If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid.

### Common Elements

The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of Issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any customent.

### Risk

23. The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date. If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all deposit monles paid by the Purchaser to the Vendor, if any, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

### General

- The Vendor shall provide a statutory declaration on the Unit Transfer Date that it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
- 26. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
- 27. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and assigns.
- 28. It is acknowledged and agreed by the Purchaser that the dimensions, floor area or square footage of the Unit, as represented to the Purchaser in any brochure, sketch, floor plan, or other advertising material is approximate, is not the same and may differ from the actual size and defined boundaries of the Unit as provided for in the Declaration and the Description, and the Purchaser consents to same. The Purchaser is further advised that the actual usable floor space may vary from any stated floor area. Notwithstanding any stated ceiling height (whether in any schedule to this Agreement or in any brochure, sketch, floor plan or other advertising material), where ceiling bulk heads are installed within the Unit and/or where drop ceillings are required, then the ceiling height of the Unit will necessarily be less than that stated in any brochure, sketch, floor plan or other advertising material and the Purchaser shall be obliged to accept the same without any abatement or claim for compensation whatsoever.
- 29. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 36 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Sheaffer, LLP at 12:00 noon on the Unit Transfer Date or the Closing Date as the case may be and remaining there until 4:30 p.m. and is ready, willing and able to complete the transaction. The Vendor's advice that the keys are available shall be valid tender of possession of the Real Property to the Purchaser. In the event the Purchaser or his Solicitor falls to appear or appears and falls to close, such attendance by the Vendor's representative shall be.

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

- (b) It is further provided that, notwithstanding subparagraph 29(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date or Unit Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
- 30. As the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then the following provisions shall prevail:
  - (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Unit Transfer Date.
  - (b) The delivery and exchange of documents, monles and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
    - shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
    - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
  - (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the belance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
  - (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the Internet, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
  - (e) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has;
    - delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
    - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
    - has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without 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 aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing.

- 31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario,
- 32. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- 33. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whote or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.
- 34. The Purchaser acknowledges that the Vendor may from time to time lease any and all unsold units in the Condominium for commercial purposes and this paragraph shall constitute notice to the Purchaser as registered owner of the Unit after the Unit Transfer Date pursuant to the Act.
- 35. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Lands are registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
  - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for a corporation to be incorporated, the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust for a corporation to be incorporated, as the case may be, shall be deemed and construed to constitute the personal guarantee of such person or persons so signing with respect to the obligations of the Purchaser herein.

### Notice

36. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein or to the address of the Unit after the Closing Date and to the Vendor at 8791 Woodbine Avenue, Sulte 100, Markham, Ontario, L3R 0P4 or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or by electronic mall, one day following facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

### Cause of Action/Assignment

- 37. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
  - (b) At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

### Irrevocability

38. This offer by the Purchaser, shall be Irrevocable by the Purchaser until the 15th day (excluding Saturdays, Sundays and statutory holidays) following the date of his or her execution of this Agreement, after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter-offer with respect thereto) may be made by way of telefax transmission (or similar system reproducing the original) provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed copy of the agreement of purchase and sale so transmitted, and such acceptance shall be deemed to have been effected or made when the accepted offer (or counter-offer, as the case may be) is telefaxed to the intended party, provided that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such transmission, and the original executed document is thereafter forthwith couriered (or personally delivered) to the recipient of the telefaxed copy.

### Non-Merger

39. The covenants and agreements of each of the parties hereto shall not merge on the Unit Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstending obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

### Notice/Warning Provisions

- 40. (a) The Purchaser is hereby advised that noise levels caused by the Condominium's mechanical equipment, the loading and unloading of tractor trailers on the exclusive use common elements and the daily operation of businesses within Units may occasionally cause noise and inconvenience to Unit occupants.
  - (b) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or Incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or 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.
  - (c) Purchasers are advised that noise and/or odour levels from surrounding commercial and/or industrial businesses, may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the Municipality's and the Ministry of Environment's noise criteria.

### Purchaser's Work [NTD: Please review this section carefully and advise what portions, if any, you still need to incude in this Agreement.]

- 41. The Purchaser agrees that he or she shall not be entitled to commence improvements which he or she wishes to make to the Unit (the "Purchaser's Work") without fulfilling the following conditions:
  - (a) The Purchaser has obtained the written approval of the Vendor prior to any commencement of the Purchaser's Work, which approval shall not be unreasonably withheld;
  - (b) (i) If the Purchaser wishes to commence the Purchaser's Work, the Purchaser shall submit to the Vendor for approval in accordance with the Vendor's requirements a complete set of plans, drawings, specifications, construction schedule(s), construction contract(s) and other information (collectively, the "Purchaser's Plans") as may be necessary or desirable for the complete and particular identification of all work to be performed by the Purchaser.
    - (ii) The Purchaser's Plans shall be subject to the approval of the Vendor, which approval shall not be unreasonably or arbitrarily withheld. The Vendor shall notify the Purchaser of its approval of the Purchaser's Plans or of the specific changes required in writing and the Purchaser shall then prepare and submit to the Vendor within ten (10) days revised Purchaser's Plans satisfactory to the Vendor.

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- No Purchaser's Work shall be commenced until the Purchaser's Plans have been approved in wifing by the Vendor and the Purchaser's New Shall be performed citizory in accordance with the Purchaser's Purchaser's Plans, which the Purchaser's Purchase periodusing approved to be in wifing by the Vendor. The Vendor shall be entitled to an administration for for network and approved to be having the Purchaser's Plans, which fee shall be equivalent to Nirthe Hudred and Ffly (\$550.00) Dollars per unit. A set of the Purchaser's Plans with the Vendor's content endoced theson shall be ket of at the Unit as all inhes throughout the period when the Purchaser's Work is being performed. The Vendor may sail so allo coldin, at the expense of the Purchaser's Plans as previously approved by the Vendor, the Ordario Building Code or any other governmental requirements.
- (iv) The Purchaser shall not be permitted to perform any Purchaser's Work in the common elements.
- (v) The Purchaser shall keep the Unit histored during the period of time in which the Purchaser is carrying out the Purchaser by Kink ca amy by the required by the Condomium and/or the Vandor, Including builders this finance during the course of construction of Purchaser's Work, liability insurance of a minimum of Two Million (\$2,000,000,00) Dollars and worker's compensation coverage. The Purchaser shalls be responsible for and keep insured all improvements to the standard unit and shall assume all fability in respect of same.
- (c) Prior to the performing any work, the Purchaser shall obtain all noossary convents, permits, floances, certificates and inspectives from a finuncing-up operamental and regulatory authorities having jurisdiction, and shall delever to the Ventior opies at same and shall post permits as required.
- (i) All the Purchasser's Work, as well as the operations which the Purchasser cannes out within the Unit, shall comply with all applicable lave, by-Laws, building codes, permits and approvals for such work, as well as with the repetianement of the Verdar's audit the Economistian's Insures. If any of the foregoing are not it compliance and the Purchaser falls to remoty such non-compliance infliwith, the Vendor may, at its soie option, remedy same, at the Purchaser's expense, payable on demand.

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- (ii) The Purchaser shall in no event make may structural alterations nor any alterations which shall shar
  the structural parts of the building constituting part of the common elements.
- (ii) Any damage to the Unit, the Condominian or the Property during the performance of the Purchaser's work by the Purchaser, its contractions, subcontractors, tradesmon or material suppliers shall intransferely to required by the Performance or, at the Vendor's option, by the Vendor, at the expense of the Purchaser, payable on demand.
- (iv) Upon termination of this Agraement, the Purchaser shall forthwith remove all of the Purchaser's Work from the Unit and response the Unit to the original confortion as in added on the Out invendently prior to the date the Purchaser's Work commenced or, at the Vendor's option, the Purchaser's Work to the extent it has been completed shall then roratin in the Unit and shall become the property of the Vendor.
- (e) The opinion in witing of the Vendor's arctition or other qualified consultants shall be binding on both the Vendor and the Purchasse respecting all matters of dispute regarding the Purchasser's Work, including the state of completion and whether or not the Purchasser's York is completed in a good and workmanifie manner and in accordance with the Ventor's requirements, the Purchasser's Plans as approved by the Vendor and this Agreement.
- (i) The Purchaser shall ensure that no construction liet or any other fiel affects the Condominium or the Property or any part thereof, including the Utili, in respect of materials supplied or work done or to be done by the Purchaser or con behalf of the Purchaser or related to the Purchaser's Work and if the Purchaser hals to discharge or cause any such star to be elicitative for the Purchaser or related to the Purchaser's Work and if the Purchaser hals to the Purchaser such that the purchaser, then in addition to be discharged to later than "Ref. glid lays after mode behalf when the bedges of the Service of the Purchaser of the Vendor, the Vendor may, but shall not be obtained to, discharge the last by paying that amount damind to be due into court or directly to the fem claims and the amount change of the purchaser for the Vendor forthwith on demand.
  - (g) The Purchaser andomwledges that in the event that he or she acquires title to the Unit prior to the connencement of construction of improvements to the Unit, he or she shall also be oddigated to obtain such consents as an excessing from the Condomixian and abide by the terms of the Condomixian Documents and the Condomixian and abide by the terms of the Condomixian Documents and the Condomixian and abide by the terms of the Condomixian Documents and the Condomixian Documents and
- The Purchaser shall be obligated to obtain any occupancy permit required by any municipal, governmental, or regulatory authority having jurisdiction and shall make available to the Vendor copies of same.
- (i) Wherever in this paragraph the Vendor performs work due to some obfests by the Parchaster which the Parchaster is required to pay for, then the Parchaster shall; together with all other recoveries permitted Internative, pay to the Vectors, as administration fee equal to filteen per cont (15%) of the recoveries.
- The Purchaser convenants and agrees that the Purchaser shall not, either belone or after clossing, be entitled to erect, affix, or metriain any signage whatsoever, advertising the name of the occupiens of the Unit andfor the use of the Unit andfor other insteads, to any portion of the comman elements, Including without instation to the interior or extensy authors of any windows or doors adjacent to the Unit, except as herein specifically provided or as provided under the Condominkum Documents.

Pyon signage shall subject to the terms of the Condomirium Documents, comprise a separate unit in locationgly determined by the Vendors. Subject to availability at any given time, and subject to enfering thice a teres or incence with the owner of the Sign Unit, a Purchaser will be permitted to attach a sign to the pylon sign(s) as per the direction of the owner of the Sign Unit.

In the event of failure of the Purchaser to comply with any of the provisions of this paragraph, heluding the provisions to pay to the Vendor and ordinand any amounts expended by the Vendor to accordance with the provisions thereof, the Vendor may at its option, by notice to the Purchaser, declare this Agreement null and void, and retain all deposit moneys paid hereunder, together with any interest examed thereon, as figuidated damages and rnd as a penalty.

## Purchaser's Consent to the Collection and Limited Use of Personal Information

S S amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Unit, including without imitiation, the Purchaser's name, home address, e-mail address, telefax/telphone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sates customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family:
- (b) 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 with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction tender(s), any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser
- (f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
- (g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1) (b) (ii) of The Income Tax Act R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (j) the condominium corporation, for purposes of facilitating the completion of the corporation's voting, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions; and
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

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### SCHEDULE "A" of AGREEMENT OF PURCHASE AND SALE VENDOR'S WORK

Other than the Vendor's Work described below (if applicable) the Purchaser accepts the Unit in "as-is" condition.

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### SCHEDULE "B" TO AGREEMENT OF PURCHASE AND SALE

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

- A Disclosure Statement dated February 17, 2009, a Supplemental Disclosure Statement dated April 28, 2009 and accompanying documents in accordance with Section 72 of the Act.
- The Budget.
- The Declaration of York Region Standard Condominium Corporation No. 1228 registered in the Land Registry office for the Land Titles Division of York on April 17, 2013 as Instrument No. YR1966697;
- By-law No. 1 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as Instrument No. YR1970477;
- By-law No. 2 of the Condominium Corporation registered in the aforesaid Land Registry Office on April 29, 2013 as Instrument No. YR1970484;
- 6. Management Agreement between the Condominium Corporation and Simerra Property Management Inc.
- 7. Rules of the Condominium Corporation.
- A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disciosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Markham this 7th day of APRIL . 2017.

WITNESS:

Purchaser

V CZ



### Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320 for use in the Province of Ontario

BUY	ER:	101	85370	Canada I	nc.		da	*************************	********
SELL	J ER:	ade-K	Cennedy	Development	Corporation, by	Collins Bar	row Toronto	Limited as c	court Appointed
For th	ne tran	saction a	n the prope	rty knowл as:833	9 Kennedy Rd, Ma	ırkham Ontari	o Suite	#2630	
					and Representation, "Seller" inc purchaser or tenant, "sale" incl				
The i	follow Ived li	ing info	rmation is insaction, t	confirmed by the u	ndersigned salesperson/b ree to co-operate, in consid	roker representative deration of, and on t	s of the Brokerag he terms and con	e(s). If a Co-operating	g Brokerage is ow.
DECI	LARAT	ION O	F INSURAT	NCE: The undersig	ned salesperson/broker usiness Brokers Act, 2002	representative(s) a (REBBA 2002) and l	of the Brokerage Regulations.	(s) hereby declare t	hat he/she Is
1.	LIST	NG BRO	KERAGE			•			
	a)		The Listing	Brokerage represen	ts the interests of the Seller in	this transaction. It is fu	rther understood and	d agreed that:	
			1)		ge is not representing or prov king with a Co-operating Brok			o-operating Brokerage)	
			2}	The Listing Brokera	ge is providing Customer Sen	vice to the Buyer.			
	b)	X	the interes	ts of the Seller and th sts of the Seller and t a requirement to disc	N: The Listing Brokerage has te Buyer, with their consent, fo he Buyer in this transaction. T lose all factual information ob	or this transaction. The he Listing Brokerage he	Listing Brakerage m as a duty of full disc	oust be importial and ea closure to both the Seller	ond the Buyer,
			• That • The I infor • The I	the Buyer may or wi motivation of or perso motion applies, or ur price the Buyer shoul	I accept less than the listed pi Il pay more than the offered p and information about the Sell tless failure to disclose would d affer or the price the Seller e shall not disclose to the Buy	orice, unless otherwise ler or Buyer, unless othe constitute fraudulent, u should accept;	instructed in writing erwise instructed in v nlawful or unethical	by the Buyer; writing by the party to w	rhich the
					actual market information above the property will be disclosed t				
Additi	ional c	comments	and/or disc	closures by Listing Bro	kerage: (e.g. The Listing Broke	erage represents more th	nan one Buyer offerir	ng on this property.]	
2.	PROP	ERTY SO	OLD BY BU	YER BROKERAGE -	- PROPERTY NOT LISTED				
			The Broke	ragedoes/does not	represent the Buyer and th }	•		-	age wili be paid
				or:	by the Buyer directly	ance with a Seller Cut	stomer Service Agre	ement	
s al altre			/ / : -	•		l		f	
-conii	ional d	ommeni:	s ana/or als	closures by buyer or	okerage: (e.g. The Buyer Bro	keraga represents mon	e man one buyer on	ening on mis properly.)	
				INITIALS OF BUY	ER(S)/SELLER(S)/BROKE	RAGE REPRESENTA	TIVE(S) (Where o	applicable)	<b>A</b>
	(	BUY	ER	CO-OPE	RATING/BUYER BROKERAGE	X SELLE	<i>(</i> )	LISTING BROK	ERAGE

3.			g Brokerage completes Section 3 and Listing Brokerag	ge completes Section 1.	
	a)		The Co-operating Brokerage represents the interests of the Bu	nice in this temporali-	
	b)		The Co-operating Brokerage is providing Customer Service to	•	
				•	
	c)	Ш	The Co-operating Brokerage is not representing the Buyer an	a has not entered into an agreement to provide a	usiomer service(s) to the Buyer.
	co-	OPERATI	ING BROKERAGE- COMMISSION:		
	a)	X	The Listing Brakerage will pay the Co-operating Brokerage the As per MLS  (Commission As Indicated In MLS® Information)		
	b)		The Co-operating Brokerage will be paid as follows:		
Addii	ional	comments	and/or disclosures by Co-operating Brokerage: (e.g., The Co-op	perating Brokerage represents more than one Buyer	offering on this property.)
Comi	nissio.	n will be	payable as described above, plus applicable taxes.		
Co-op the Se if the I For the	erating ller. Thi ocal b s purpo	Brokerage Is:Commiss oard's MLS Inscol this (	AGREEMENT: If the above Co-operating Brokerogo is receiving poyment further includes a Commission Trust Agreement, the consideration for whition Trust Agreement shall be subject to and governed by the MIS® rules rise rules and regulations so provide. Otherwise, the provisions of the ORI Commission Trust Amount shall be the on ade shall constitute a Commission Trust Amount shall be the or ade shall constitute a Commission Trust and shall be held, in trust, for the Commission Trust and shall be held.	sich is the Cooperoling Brokeroge procuring an affar for and regulations perioning to commission trusts of the Usin EA recommended MISO rules and regulations shall apply nount noted in Section 3 above. The Using Brokeroge by	a trade of the property, acceptable to g Brokerage's local real estate board, r to this Commission Trust Agreement, reby declares that all mantes received
		s	IGNED BY THE BROKER/SALESPERSON REPRESENTA	ATIVE(5) OF THE BROKERAGE(5) (Where	applicable)
CEI (Nam	VTU of C	RY 21	LEADING EDGE REALTY INC. g/Buyer Brokerage) REET NORTH MARKHAM	Century 21 Leading E	dge Realty Inc.
165	MA	IN ST	REET NORTH MARKHAM	165 Main St N, Mark	ham
Ге!:. (	905	471-2	121 f <sub>ox</sub> . (905) 471-0832	Tel: 905-471-2121 Fax: 9	05-471-0832
Autho	rized	to bind th	Date: February 28, 2017		
LOI Print I	JIE Nome	K LUK of Broker,	Salesperson Representative of the Brokerage	Louie Luk (Print Name of Broker/Salesperson Representativ	e of the Brokerage)
COI	VSEN	T FOR A	MULTIPLE REPRESENTATION (To be completed only if the	ne Brokerage represents more than one d	lient for the transaction)
			Seller consent with their initials to their Brokerage ng more than one client for this transaction.		
		-	ACKNOWLE	BUYER'S INITIALS  DGEMENT	SELLER'S INITIALS
			read, and understand the above information.	Those - KINNED Y OFFICE THE CONTENT OF THE PROPERTY TO THE PROPERTY TO THE PROPERTY	in Levi Len Way Frem Wa
			· · · · · · · · · · · · · · · · · · ·	(Signalure of Seller) PANIEL WHILL SENIE VILLE PRIJONE	
Signa	ture of	Buyer)		(Signature of Seller)	Oate:

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### **APPENDIX "E"**



REGISTRY

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29759-0715 (LT)

PREPARED FOR DePintol ON 2017/04/17 AT 09:23:14 PAGE 1 OF 6

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

UNIT 361, LEVEL 2, YORK RECION STANDARD CONDOMINIUM PLAN NO. 1228 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR1966697; CITY OF MARKHAM

PROPERTY REMARKS:

PROPERTY DESCRIPTION:

ESTATE/OUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: CONDOMINIUM FROM 02963-3601

PIN CREATION DATE: 2013/04/22

OWNERS' NAMES JADE-KENNEDY I	<u>OKNERS' NAMES</u> JADE-KENNEDY DEVELOPMENT CORPORATION		CAPACITY SH	SHARE		
REG. NOM.	DATE	INSTRUMENT TYPE AMOUNT	UNI	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOU	T INCLUDES AL	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/04/	NSTRUMENTS	SINCE 2013/04/22 **		
MA31145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP		ນ
RE	MARKS: BY-LAW	NO. 1309 RE: BUILDING RESTRIC	CTIONS SEE	OF MARKHAM REMARKS: BY-LAW NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/FT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKIWCHUK	<b>PAKIWCHUK</b>	
YR686388	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY		U
RE	MARKS: PICKER	REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)	(SOR/1000d-			
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY		ပ
RE	MARKS: AERONA	UTICS ACT AND THE PICKERING AI	IRPORT SITE	THE MINISPER OF TRANSPORT REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)		
YR694205	2005/08/31	NOTICE		HER MAUESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY		U
RE	MARKS: AERONA	UTICS ACT AND THE PICKERING AI	IRPORT SITE	THE MINISTER OF TRANSPORT STATE PLICKERING AIRPORT SITE ZONING RECULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS		
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY		υ
RE	MARKS: AERONA	THE MINISTER OF THE STATE AND PICKERING AIRPORT SITE ZONING REGULATION	RT SITE ZON	THE MINISTER OF IMPUSSORY WING REGULATION AFFECTS THIRDLY AND FIFTHLY LANDS		
YR1444874	2010/02/24	CHARGE \$30	\$30,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	υ
YR1445317	2010/02/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1445318	2010/02/25	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***	TAHIDEMPETAN DANIV OF CAMARA	
RE	REMARKS: RENTS - YR1445317	- YR1445317	<u>-                                    </u>	ONDE-NUMBER DEVELORE CONFORMATION	באמער אין	
YR1445330 RE	2010/02/25 MARKS: YR1444	2010/02/25 POSTFONEMENT REMARKS: XR1444874 TO YR1445317		AVIVA INSURANCE COMPANY OF CANADA	laurentian bank of canada	υ
			_			



PAGE 2 OF 6
PREPARED FOR DePintol
ON 2017/04/17 AT 09:23:14

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

	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1445332	2010/02/25	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	T. 4 T. SUPERMARKET INC.	
YR1445352 REIW	2010/02/25 ARKS: YR1445	2010/02/25 NO ASSGN RENT SPEC REMARKS: YR1445332. YR1445337		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAUKENTIAN BANK OF CANADA	
YR1446522	2010/02/26	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELORMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1446523	2010/02/26 REMARKS: RENTS	NO ASSGN RENT GEN - YR1446522		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOFMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
YR1495980 REM	2010/06/15 ARKS: YR1444	2010/06/15 POSTFONEMENT REMARKS: YR1444874 TO YR1495979		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1495981	2010/06/15 ARKS: YR1445	2010/06/15 POSTPONEMENT REMARKS: YR1445317 TO YR1495979		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1495982	2010/06/15 ARKS: YR1446	2010/06/15 POSTPONEMENT REMARKS: YR1446522 TO YR1495979		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1499090	2010/06/18 REMARKS: PT 4 6	NOTICE THE CORPORATE GSR30830 PT 5 65R30830 PT 5 65R30830 PT 8 65R30830 AFFECTS FIRSTLY.	PT 8 65R30830- AF	THE CORPORATION OF THE TOWN OF MARKHAM FECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	JADE-KENNEDY DEVELOPMENT CORPORATION	υ
YR1533097 REWA	2010/08/13 ARKS: YR1446	POSTFONEMENT 522 TO YR1499090 AFFEC	STS FIRSTLY, SECON	2010/08/13 POSTPONEMENT *** DELETED AGAINST THIS PROPERTY ***  D. MADY INVESTMENTS (2010) INC.  REMARKS: YR1446522 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1533098 SEM	2010/08/13 ARKS: YR1445	POSTEONEMENT 317 TO YR1499090 AFFEC	TS FIRSTLY, SECON	2010/08/13 POSTPONEMENT *** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA REMARKS: YR1445317 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1533099 ZEMA	2010/08/13 BARKS: YR1444	POSTPONEMENT 874 TO YRI499090 AFFEC	TS FIRSTLY, SECON	2010/08/13 POSTPONEMENT ANIVA INSURANCE COMPANY OF CANADA REMARKS: YR144/874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	υ
YR1615462	2011/02/28	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
	NOTE: A	DJOINING PROPERTIES SH	TOTILD BE INVESTIGAT	NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION	readong thi and darkages notitalar	



	7				PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER		
Ż	Ontario	Untario ServiceOntario	2 G	REGISTRY OFFICE #65	(LT)		
			3D *	CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT	* SUBJECT	TO RESERVATIONS IN CROWN GRANT *	
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	FROM	PARTIES TO	CERT/ CHKD
æ	REMARKS: YR1445317	317					
YR1615474 RJ	2011/02/28 EMARKS: YR1444	2011/02/28 POSTPONEMENT REMARKS: YR1444974 TO YR1445317		AVIVA INSURANCE COMPANY OF CANADA	4	LAURENTIAN BANK OF CANADA	υ
YR1615475	2011/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	*** 21	AND THE PROPERTY OF A VANCE OF THE PARTY OF	
~	EKARKS: YR1446	REMARKS: YR1446522 TO YR1445317		U. WALL INVESTIGENTS (2010) INC.		LAUKENIIAN BANN UE CAWADA	
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	IARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	U
YR1616917	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	** ** **	The state of the s	
~	EMARKS: YR1445	REMARKS: YR1445317 TO YR1616829		LAUKENIIAN BANN OF CANADA		THE CORFORATION OF THE TOWN OF MARKHAM	
YR1616918 	2011/03/02 EMARKS: YR1444	2011/03/02 POSTPONEMENT REMARKS: YR1444874 TO YR1616829		AVIVA INSURANCE COMPANY OF CANADA	A	THE CORPORATION OF THE TOWN OF MARKHAM	U
YR1616919	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY	* * *		
ez.	EMARKS: YR1446	REMARKS: YR1446522 TO YR1616829		D. MADI INVESTMENTS (ZULU) INC.		THE CONFORMTION OF THE TOWN OF MARKHAM	
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	TION	ROGERS COMMUNICATIONS INC.	b
YR1699150	2011/08/22	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY ***	*** X	JADE-KENNEDY DEUELOPMENT COSPORATION	
R.	REMARKS: YR1445332	332		1			
YR1721683	2011/10/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	Y ***	AVIVA INSURANCE COMPANY OF CANADA	
YR1721715	2011/10/03	POSTPONEMENT			* * * * *	AVIVA INSURANCE COMPANY OF CANADA	
<u> </u>	EMARKS: YR1446	REMARKS: YR1446522 & YR1446523 TO YR1721683 DELETED BY	1683 DELETED B	YR2005313. DELETED BY CATHY BULMER 2013/09/06	ER 2013/09/06		
YR1763873	2011/12/23	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	Y *** TION	LAURENTIAN BANK OF CANADA	
YR1763874	2011/12/23	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	*** X	LAURENTIAN BANK OF CANADA	
- A	REMARKS: YR1763873	873.					
	NOTE: A	HOLE SALTERADE PROPERTY SALUE	ALD BE INVESTIG	SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES.	TF ANY.	WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.	



PAGE 4 OF 6 PREPARED FOR DePintol ON 2017/04/17 AT 09:23:14

OFFICE #65 29759-0715 (LT) 29759-0715 (LT) \* CERTIFIED IN ACCREDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \* LAND REGISTRY OFFICE #65

CERT/ CHKD													Ü	υ	U							
PARTIES TO	TATIBEMETAN BANK OF CANADA	מוסטונים בניתן מוסטונ	CANADA TA NASA MARANASA E	LAUKENTIAN BANK OF CANADA	CONTROL OF STREET TRANSPORTER	LAUKENTIAN BANK OF CANADA	TO STATE OF THE PROPERTY OF TH	LAURENITAN BAUN UF CANAUN	EMENTED IN THESE DECEMBERSHIPS	LAUKENTIAN BAIN UP CANAUA	D MADY TNUESTMENDS (2011) TMC	O TOTAL TANGENTS (COLO) TANGENTS (COLO)		JADE-KENNEDY DEVELOPMENT CORPORATIN	THE CORPORATION OF THE CITY OF MARKHAM		THE CORPORATION OF THE CITY OF MARKHAM		THE CORFORATION OF THE CITY OF MARKHAM		THE CONFORMITON OF THE CITY OF MAKNIAM	
PARTIES FROM	*** DELETED AGAINST THIS PROPERTY *** TADS—KENNEDY DEVELOPMENT CORPOSETTON		*** DELETED AGAINST THIS PROPERTY ***	D. MADI INVESTMENTS (2014) INC.	*** DELETED AGAINST THIS PROPERTY ***	JAUE-RENNEDI DEVELUEMENI CURRUKAIION	*** DELETED AGAINST THIS PROPERTY ***		*** DELETED AGAINST THIS PROPERTY ***	ORDE-RENNEDI DEVELOFFENI CORPORATION	*** DELETED AGAINST THIS PROPERTY *** JANE-KRNNEDY DRUFLOPMENT CHROGRAFTON	S2114 OTHER LANDS	MORENERGY CAPITAL CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	AVIVA INSURANCE COMPANY OF CANADA		AVIVA INSUKANCE COMFANY OF CANADA		LHUNENII IAN BANN OF CANADA	*** DELETED AGAINST THIS PROPERTY ***	LAUNDENTIAN BANN OF CANADA	
AMOUNT												RITY OF CHARGE YRIB	\$2				•					
INSTRUMENT TYPE	NO ASSGN RENT SPEC	332.	POSTPONEMENT	REMARKS: YR1446522 TO YR1763873	NOTICE	317	POSTPONEMENT	REMARKS: YR1721683 TO YR1763873	NOTICE	973	NOTICE	REMARKS: CHARGE NO. YR1446522, SECURITY OF CHARGE YR1832114 OTHER LANDS	NO SEC INTEREST	NOTICE	2013/03/13 POSTPONEMENT REMARKS: YR1444874 TO YR1954840	POSTPONEMENT	REMARKS: YR1721683 TO YR1954840	POSTPONEMENT	REMARKS: YR1445317 TO YR1954840	POSTPONEMENT	REMARKS: YR1763873 TO YR1954840	
DATE	2011/12/23	REMARKS: YR1445332.	2011/12/23	MARKS: YR1446	2011/12/23	REMARKS: YR1445317	2011/12/23	MARKS: YRI721	2012/06/01	REMARKS: YR1763873	2012/06/01	WARKS: CHARGE	2012/10/05	2013/03/13	2013/03/13 WARKS: YR14446	2013/03/13	MARKS: YR17216	2013/03/13	MARKS: YR1445	2013/03/13	MARKS: YRI763	
REG. NUM.	YR1763902	RE	YR1763907	RE	YR1763923	RE	YR1764062	RE	YR1832081	RE	YR1832265	RE	YR1895409	YR1954840	YR1954841 REI	YR1954842	REI	YR1954843	REI	YR1954844	REI	

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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PREPARED FOR DePintol
ON 2017/04/17 AT 09:23:14

OFFICE #65

29759-0715 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PANTIES TO	CERT/ CHKD
YR1954845	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE CITY OF MARKHAM	
RE	MARKS: YR1446.	522 TO YR1954840 DELE1	TED BY YR2005313.	REMARKS: YR1446522 TO YR1954840 DELETED BY YR2005313. DELETED BY CATHY BULMER 2013/09/05		
YRCP1228	2013/04/17	STANDARD CONDO PLN				೮
YR1966697	2013/04/17	CONDO DECLARATION		JADE KENNEDY DEVELOPMENT CORPORATION		υ
XR1970477 REI	2013/04/29   CONDO   REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		ပ
YR1970484 REI	1 2013/04/29 REMARKS: BY-LAW	CONDO BYLAW/98 NO. 2		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		υ
YR1972811	2013/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** LADRENTIAN BANK OF CANADA		
REI	REMARKS: YR1763873.	873.				
YR1975398	2013/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** AUTOR INSTRANCE COMPANY OF CANADA		
RE	REMARKS: YR1721683	683.				
YR1975619	2013/05/10	APL ANNEX REST COV		JADE-KENNEDY DEVELOPMENT CORPORATION		Ü
YR1975654	2013/05/10	NO DET/SURR LEASE		*** COMPLETELY DELETED ***		
RE	REMARKS: YR1445332	332.		OAKE-AENNEDI DEVELOPMENI CORPORALION		
YR2005313	2013/07/17	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
RE	REMARKS: YR1446522.	522.		D. MADI INVESTIFIENTS (2010) INC.		
YR2014896	2013/08/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
RE	REMARKS: YR1445317.	317.		LEUKENTILAN BANK UF CANADA		
YR2062936	2013/11/20	CONDO LIEN/98	\$2,352	YORK REGION CONDOMINIUM CORPORATION NO. 1228		<b></b>
YR2112686 RE	S 2014/04/03 CONE REMARKS: BYLAW NO 3	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		υ
YR2131732 REI	2014/05/27 MARKS: NAME Ch	2 2014/05/27 APL (GENERAL) REMARKS: NAME GHANGE FOR THE LIEN GLAIMANT. XR2063732,		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228 YR2063733, YR2063729, YR206496, YR206497, YR2063721, YR2063	YR206372, YR2061499, YR2061500,	υ



29759~0715 (LT)

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

CERT/ CHKD		Ü	Ü	υ	υ	υ	υ	ပ	ນ	U	Ů.
PARTIES TO	905, YR2061506, YR2062937	LAURENTIAN BANK OF CANADA	LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	JADE-KENNEDY DEVELOPMENT CORPORATION YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228						MARSHALLZEHR GROUP INC.
PARTIES FROM	YR\$061501, YR2d62938, YR2062939, YR2062940, YR2062941, YR2062943, YR2062936, YR2061503, YR2061504, YR2061505, YR2061506, YR2062937	\$3,600,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$2,400,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$6,000,000 JADE-KENNEDY DEVELOPMENT CORPORATION	\$249,916 GUEST TILE INC.	\$10,826 DRAGLAM WASTE & RECYCLING INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	DRAGLAM WASTE & RECYCLING INC.	GUEST TILE INC.	LAURENTIAN BANK OF CANADA
AMOUNT	2062940, YR2062941,	\$3,600,000	\$2,400,000	\$8,000,000	\$249,916	\$10,826		<u>- · · · · · · · · · · · · · · · · · · ·</u>		-	
INSTRUMENT TYPE	62938, YR2062939, YI	CHARGE	CHARGE	CHARGE	2014/12/31 CONSTRUCTION LIEN	2014/12/31 CONSTRUCTION LIEN	2015/01/05   CONDO AMENDMENT   REMARKS: YR1966697. YRCP1228.	NO CHNG ADDR CONDO	CERTIFICATE	CERTIFICATE 302	2016/05/18 TRANSFER OF CHARGE CHARS: YR2199650.
DATE	2061501, YR20	2014/10/01 CHARGE	2014/10/01	2014/12/19 CHARGE	2014/12/31	2014/12/31	2015/01/05 MARKS: YR1966	2015/01/30	2015/02/10 CERTIFICATE	5 2015/02/11 CEF REMARKS: YR2238302	2016/05/18 TRA REMARKS: YR2195 650.
REG. NUM.	YR	YR2195650	YR2195651	YR2234798	YR2238302	YR2238316	YR2238990 RE	YR2250103	YR2254502	YR2254665 REI	YR2473513 REI

# 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

## ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Toronto

## MOTION RECORD OF THE TRUSTEE

(approval of sale of three Phase I Commercial Units and vesting orders) (motion returnable April 25, 2017)

### CHAITONS LLP

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