

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

B E T W E E N:

GENESIS MORTGAGE INVESTMENT CORP.

Applicant

- and -

1776411 ONTARIO LTD. and 1333 WEBER STREET KITCHENER LP

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**CASE CONFERENCE BRIEF OF
DEAN-LANE CONTRACTORS INC.
(Case Conference April 14, 2026 at 12:00 p.m.)**

April 10, 2026

PALLET VALO LLP
Lawyers
77 City Centre Drive
Suite 300, West Tower
Mississauga, Ontario L5B 1M5

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Lawyers for Dean-Lane Contractors Inc.

TO: **SERVICE LIST**

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

B E T W E E N:

GENESIS MORTGAGE INVESTMENT CORP.

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SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

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Background

1. The defined terms in the Case Conference Brief of KSV Restructuring Inc., in its Capacity as Court-Appointed Receiver (“**KSV**”) dated March 31, 2026, (“**KSV’s Brief**”) are adopted herein.
2. As set out in KSV’s Brief at paragraph 6, Dean-Lane commenced an action against (among others) the Respondents, CMLS, and Corfinancial Corp. (“**COR**”), (the “**Dean-Lane Action**”) ¹.
3. In the Dean-Lane Action, separate and apart from any lien-related claims, Dean-Lane claims against COR for \$1,050,000.00 for breach of the COR Undertaking, as defined below ² (the “**Undertaking Claim**”).
4. The only portion of the Dean-Lane Action that Dean-Lane requests for the stay to be lifted is with respect to the Undertaking Claim. The lien portion of the Dean-Lane Action (i.e., all issues of priority and holdback) were resolved during the receivership and Dean-Lane recovered \$549,251.98 ³, which is unrelated to the Undertaking Claim.

The May 5th Agreement and COR Undertaking

5. Dean-Lane entered into contracts with the Respondents to supply mechanical contracting services and materials for the construction of Towers A, B and C (the “**Contracts**”) at the Project.
6. In light of the Respondents defaulting on payments to Dean-Lane under the Contracts, Dean-Lane entered into an agreement with the Respondents and CMLS providing, in part, that: (i) Dean-Lane undertook to continue providing services and materials under the Contracts upon receipt of payments for amounts due and owing at that time, less \$1,000,000.00 (the “**Dean-Lane Undertaking**”); (ii) the Respondents, CMLS and COR represented that the Respondents were working to refinance the Project; and (iii) the Respondents and CMLS agreed that Dean-Lane would be paid from the next construction advance (the “**May 5th Agreement**”) ⁴.

¹ See Tab 1 of KSV’s Brief at pp. 5-24, for a copy of the Dean-Lane Action

² As per para. 1(d) of the Dean-Lane Action – see Tab 1 of KSV’s Brief at p. 8

³ See **Tab 1** hereto for the Order of Justice Kimmel and Dean-Lane’s Authorization and Direction re: payment of holdback

⁴ See **Tab 2** hereto for a copy of the May 5th Agreement

7. As part of Dean-Lane agreeing to provide the Dean-Lane Undertaking, COR provided Dean-Lane with an undertaking (the “**COR Undertaking**”)⁵ providing, in part, that: (i) Dean-Lane agreed to defer the sum of \$1,000,000.00 (the “**Deferred Amount**”) from the payment due to Dean-Lane from the next construction advance; (ii) COR agreed to pay the Deferred Amount, if Dean-Lane was not paid by the Respondents by May 26, 2023; and (iii) COR would pay Dean-Lane an accommodation fee of \$50,000.00 as soon as practicable.

8. COR failed to pay Dean-Lane in accordance with the COR Undertaking, despite Dean-Lane demanding payment from, and providing notice to, COR⁶.

Request on Case Conference

9. Dean-Lane requests that the stay be lifted to allow Dean-Lane to pursue its claim solely with respect to the Undertaking Claim, as claimed in Dean-Lane’s notice of motion⁷.

10. Dean-Lane disagrees with KSV’s position that all claims are closely related, save and except for the fact that the Dean-Lane Action and the COR Action⁸ have overlapping issues relating to the COR Undertaking, and need to proceed together or one after the other. Dean-Lane is not opposed to case management of the Dean-Lane Action and the COR Action, but does not agree that all 4 actions should be case managed together, as the only potential related matter to the Dean-Lane Action and the Undertaking Claim is the COR Action.

11. Dean-Lane agrees that KSV should be discharged and extricated from the litigation.

⁵ See **Tab 3** hereto for a copy of the COR Undertaking

⁶ See **Tab 4** hereto for a copy of the default notice provided to COR on July 11, 2023

⁷ See para. 7 and Tab 5 of KSV’s Brief at pp. 3 and 82-90, for a copy of Dean-Lane’s notice of motion

⁸ See Tab 4 of KSV’s Brief at pp. 68-80, for a copy of the COR Action

TAB 1

Court File No. CV-23-00706813-00CL

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

THE HONOURABLE) TUESDAY, THE 8th
)
JUSTICE KIMMEL) DAY OF OCTOBER, 2024
)

BETWEEN:

GENESIS MORTGAGE INVESTMENT CORPORATION

Applicant

-and-

1776411 ONTARIO LTD. and 1333 WEBER STREET KITCHENER LP

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C. 43, AS AMENDED**

DISTRIBUTION AND ANCILLARY RELIEF ORDER

THIS MOTION by KSV Restructuring Inc. (the “**Receiver**”) in its capacity as receiver and manager of 1776411 Ontario Ltd. (“**177 Ontario**”) and 1333 Weber Street Kitchener LP (collectively with 177 Ontario, the “**Debtors**”) for an Order, among other things, (i) approving the activities described in the Receiver’s second report dated September 27, 2024 (the “**Second Report**”), (ii) amending the appointment order of Justice Cavanagh dated October 12, 2023 (the “**Receivership Order**”) by increasing to \$2,500,000 the amount the Receiver is authorized to

borrow, (iii) authorizing and directing the Receiver to make certain payments and distributions from the completion of the sale (the “**Transaction**”) of the real property (the “**Real Property**”) described in the agreement of purchase and sale (as amended) set out in Appendix “H” of the Second Report, (iv) declaring null and void the construction liens of Classic Tile Contractors Limited (“**Classic Tile**”) and 2866791 Ontario Corp o/a HGL Electrical (“**HGL Electrical**”), (v) authorizing and directing the Receiver to terminate and disclaim the listing agreement between Rego Realty Inc. (“**Rego Realty**”) and 177 Ontario, dated March 22, 2019 (the “**Rego Listing Agreement**”), (vi) approving the fees and disbursements of the Receiver, as set out in the affidavit of Mitch Vininsky sworn September 20, 2024, and of the Receiver’s counsel, Blaney McMurtry LLP (“**Blaneys**”), as set out in the Affidavit of Chad Kopach sworn September 18, 2024, and (vii) approving and accepting the Receiver’s Interim Statement of Receipts and Disbursements for the period from October 12, 2023, to September 12, 2024, was heard this day via Zoom videoconference.

ON READING the Second Report, and the appendices thereto, the Supplement to the Second Report of the Receiver dated October 4, 2024, and the appendices thereto, and upon hearing submissions of counsel for the Receiver, the Applicant, Westmount Guarantee Services Inc., CMLS Financial Ltd., and such other parties on the counsel slip, no one appearing for any other person, although properly served as appears from the affidavit of Chad Kopach sworn September 30, 2024, filed,

REPORT APPROVAL

1. **THIS COURT ORDERS** that the Second Report, and the actions of the Receiver described therein, be and are hereby approved; provided, however, that only the Receiver, in its

personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

BORROWING INCREASE

2. **THIS COURT ORDERS** that paragraph 21 of the Appointment Order, as amended by paragraph 7 of the Order of Justice Cavanagh dated December 12, 2023, be and same is hereby further amended to increase the amount the Receiver is authorized to borrow to \$2,500,000.

DISTRIBUTIONS

3. **THIS COURT ORDERS** that the Receiver shall make the following distributions from the proceeds of sale from the Transaction, in full satisfaction of the lien claimants' priority claims for holdback, including their priority claims pursuant to section 78 of the *Construction Act*, inclusive of HST (the "**Priority Lien Claims**"):

(a) \$508,913.14 to Gillam Urban Constructors Inc. ("**Gillam**"), payable as follows:

- i. \$28,417.63 to Matthews Equipment Limited o/a Herc Rentals ("**Matthews Equipment**") in respect of the construction contract between Matthews Equipment and Gillam; and,
- ii. \$480,495.51 to Gillam;

(b) \$43,231.50 to ABA Architects Inc. ("**ABA Architects**");

(c) \$245,111.48 to Aluminum Window Designs Ltd. ("**Aluminum Window**");

(d) \$60,787.01 to Conestoga Roofing & Sheet Metal Ltd. ("**Conestoga Roofing**");

(e) \$549,251.98 to Dean Lane Contractors Inc. ("**Dean Lane**");

(f) \$165,642.13 to Gold Star Drywall Services Inc. (“**Gold Star Drywall**”);

(g) \$48,960.02 to Greentech Sealants Inc. (“**Greentech Sealants**”);

(h) \$34,495.53 to O’Connor Electric Ltd. (“**O’Connor Electric**”);

(i) \$75,595.93 to Oxford Builders Supplies Inc. (“**Oxford**”);

(j) \$103,811.87 to Pearson Metal Inc. (“**Pearson Metal**”);

(k) \$936,001.85 to Stubbe’s Precast Inc. (“**Stubbe’s Precast**”); and,

(l) \$63,919.39 to Troy Life & Fire Safety Ltd. (“**Troy Life**”).

4. **THIS COURT ORDERS AND DECLARES** that, following payment of the amounts set out in paragraph 3 above (the “**Lien Priority Distributions**”), the Priority Lien Claims of each of the lien claimants shall be extinguished, and the lien claim of Matthews Equipment shall be deemed to be fully satisfied.

5. **THIS COURT ORDERS** that following payment of the Lien Priority Distributions and the priority payables set out in paragraph 48 of the Second Report, including but not limited to the holdbacks as the Receiver considers appropriate to fund the receivership, including its fees and the fees of its counsel, the Receiver is hereby authorized and directed to make one or more distributions to the first mortgagees over the Real Property, Genesis Mortgage Investment Corp. (“**GMIC**”), CMLS Financial Ltd. (“**CMLS**”) and Computershare Trust Company of Canada (“**Computershare**”, and together with GMIC and CMLS, the “**First Mortgagees**”), up to the balance owing to them under their first mortgage (the “**First Mortgagee Distribution**”).

6. **THIS COURT ORDERS** that the Receiver is hereby authorized to take all reasonably necessary steps and actions to effect the Lien Priority Distributions and the First Mortgagee Distribution (collectively, the “**Distributions**”) in accordance with this Order, and shall not incur any liability as a result of making the Distributions.

7. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and Distributions provided for in this Order shall be made free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Justice Cavanagh made on October 12, 2023, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* or any other personal property registry system or real property registry system.

8. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and Distributions pursuant to this Order shall be entitled to deduct and withhold from any such payments or Distributions such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

INVALID LIENS

9. **THIS COURT ORDERS AND DECLARES** that the lien of Classic Tile, as evidenced by the Claim for Lien in the amount of \$591,923 registered over title to the Real Property on July 21, 2023, as instrument no. WR1521825 (the “**Classic Tile Claim for Lien**”), and by the Certificate of Action registered on September 29, 2023, as instrument no. WR1536918 (the “**Classic Tile Certificate of Action**”), is null and void.

10. **THIS COURT ORDERS AND DECLARES** that the lien of HGL Electrical, as evidenced by the Claim for Lien in the amount of \$3,123,088 registered over title to the Real Property on August 9, 2023, as instrument no. WR1525921 (the “**HGL Electrical Claim for Lien**”), is null and void.

TERMINATION AND DISCLAIMER OF REGO LISTING AGREEMENT

11. **THIS COURT ORDERS** that the Receiver is hereby authorized, on or prior to closing of the Transaction, to terminate and disclaim the Rego Listing Agreement, and any rights or claims thereunder or relating thereto are not continuing obligations effective against the Real Property or binding on the Purchaser.

APPROVAL OF PROFESSIONAL FEES AND COSTS

12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver from the commencement of the Receivership to and including August 31, 2024, as set out in the Affidavit of Mitch Vininsky sworn September 20, 2024 and attached as Appendix “P” to the Second Report, be and are hereby approved.

13. **THIS COURT ORDERS** that the fees and disbursements for Blaneys from the commencement of the Receivership to and including August 31, 2024, as set out in the Affidavit of Chad Kopach sworn September 18, 2024, and attached as Appendix “Q” to the Second Report, be and are hereby approved.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

14. **THIS COURT ORDERS** that the Receiver’s Interim Statement of Receipts and Disbursements for the period from October 12, 2023, to September 12, 2024, as set out in Appendix “O” to the Second Report, be and is hereby accepted and approved.

GENERAL

15. **THIS COURT ORDERS** that, notwithstanding:


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

any payments or Distributions made pursuant to this Order are final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Respondents and shall not be void or voidable by creditors of any of the Respondents, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

 Digitally signed
by Jessica
Kimmel
Date: 2024.10.09
15:16:31 -04'00'

Court File No. CV-23-00706813-00CL

GENESIS MORTGAGE INVESTMENT CORPORATION
Applicant

and

1776411 ONTARIO LTD. et al.
Respondents

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

Proceeding commenced at Toronto

DISTRIBUTION AND ANCILLARY RELIEF ORDER

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Lawyers for KSV Restructuring Inc.
in its capacity as Court-appointed Receiver

AUTHORIZATION AND DIRECTION

TO: KSV Restructuring Inc., c/o Blaney McMurtry LLP, Attention: Chad Kopach

COPY TO: Pallett Valo LLP, Attention: Maria Ruberto

FROM: Dean-Lane Contractors Inc.

**Re: Dean-Lane Contractors Inc. (“Dean-Lane”) v. 1776411 Ontario Ltd. and
1333 Weber Street Kitchener LP
Project: 1333 Weber Street East, Kitchener, Ontario (the “Project”)**

THE UNDERSIGNED HEREBY irrevocably authorizes and directs you to pay the total amount of \$549,251.98, inclusive of HST, representing the amount owing to Dean-Lane in full satisfaction of its priority claim for holdback with respect to the Project, in accordance with the Distribution and Ancillary Relief Order of the Honourable Justice Kimmel dated October 8, 2024, to our lawyers, Pallett Valo LLP in trust, by way of a wire transfer, and this shall be your good and sufficient authority for so doing.

DATED this 21 day of October, 2024

DEAN-LANE CONTRACTORS INC.

Per:  _____

Name: Scott MacDonald

Position: President

I have authority to bind the Corporation.

TAB 2

UNDERTAKING

TO: 1776411 Ontario Ltd. and 1333 Weber St. Kitchener LP (the “Developer”)
 AND TO: Loopstra Nixon LLP
 AND TO: CMLS Financial Ltd.
 AND TO: Schneider Rugeiro Spencer Milburn LLP (“SR Law”)
 RE: Elevate Condominium Project – Kitchener (the “Project”)
 Services and/or materials supplied to the developer by the Dean Lane Contractors Inc.
 (“Dean Lane”)

WHEREAS:

1. Dean Lane understands that the Developer is presently working with its lenders to complete a refinancing of the Project.
2. Dean Lane has provided, and as of the date hereof continues to provide, services and/or materials to the Developer in respect of “Tower A” of the Project, in connection with which Dean Lane has delivered to SR Law a declaration and release in connection with an anticipated \$1,623,426.30 payment.
3. Dean Lane supplied services and/or materials to the Developer in respect of “Tower B” of the Project, in connection with which Dean Lane has delivered to SR Law a declaration and release in connection with an anticipated \$550,000 payment.
4. Dean Lane understands that the intention is to fund all trade arrears at the same time, provided that as of May 5, 2023, all funds have not yet been advanced to SR Law but are expected.
5. The Developer has asked and Dean Lane has agreed to defer \$1,000,000 of the payment due to Dean Lane until such time as SR Law receives the funds to distribute to Dean Lane, which funds shall be paid from the next construction advance to SR Law for the Project (the “Next Project Draw”).

IN CONSIDERATION of the assurances the foregoing, and upon payment of the amount of \$1,173,426.30 (being the above noted claims *less* \$1,000,000), Dean Lane undertakes that:

- (a) Dean Lane shall take no step to lien the Project unless (i) the aforementioned \$1,000,000 is not paid in the Next Project Draw or (ii) a lien is required to preserve its rights, provided that such registration shall be no sooner than five (5) days from the date of the expiration of such rights.

EXCEPT AS PROVIDED HEREIN, Dean Lane reserves all its rights.

THIS UNDERTAKING may be executed and delivered electronically.

DATED this 5th day of May, 2023.

DEAN LANE CONTRACTING INC.

Per:  _____

Scott MacDonald, President

I have the authority to bind the company.

TAB 3

UNDERTAKING

TO: Dean-Lane Contracting Inc.

RE: Elevate Condominium Project – Kitchener (the “Project”)
 Services and/or materials supplied to the developer by the Dean Lane Contractors Inc. (“Dean Lane”)

WHEREAS:

1. The Developer is presently working with its lenders to complete a refinancing of the Project.
2. Dean Lane has provided, and as of the date hereof continues to provide, services and/or materials to the Developer in respect of “Tower A” of the Project, in connection with which Dean Lane has delivered to SR Law a declaration and release in connection with an anticipated \$1,623,426.30 payment.
3. Dean Lane supplied services and/or materials to the Developer in respect of “Tower B” of the Project, in connection with which Dean Lane has delivered to SR Law a declaration and release in connection with an anticipated \$550,000 payment.
4. The Developer has asked and Dean Lane has agreed to defer \$1,000,0000 (the “Deferred Amount”) of the payment due to Dean Lane until such time as SR Law receives the funds to distribute to Dean Lane, which funds shall be paid from the next construction advance to SR Law for the Project (the “Next Project Draw”).

IN CONSIDERATION of the foregoing, and further to discussions between Dean-Lane and the undersigned, CORFINANCIAL Corp. hereby undertakes to:

- a) pay to Dean Lane on behalf of the Developer an accommodation fee of \$50,000 as soon as practicable; and
- b) at Dean Lane’s option (exercisable in writing on or after the payment date set out below), take an assignment of Dean Lane’s accounts receivable from the Developer, for a payment equal to the value of such accounts, in the event that the Deferred Amount is not paid by May 26, 2023

THIS UNDERTAKING may be executed and delivered electronically.

DATED this 5th day of May, 2023.

CORFINANCIAL CORP

Per: 

Eric Inspektor, Authorized Signing Officer
 I have the authority to bind the company.

TAB 4

Shehani Nawalage

From: Maria Ruberto <mruberto@pallettvalo.com>
Sent: Tuesday, July 11, 2023 6:04 PM
To: Eric@corfinancialcorp.com; leuschner.werner@gmail.com
Subject: Dean-Lane v. 1776411 Ontario and CorFinancial Corp [PV-Active.FID827544]
Attachments: Re: FW;; 2023-07-07 - Construction Lien registered as Instrument No. WR1518912 - 6905695v1.PDF; Undertaking to Dean Lane from Cor-Financial - 6861756v1.PDF

Importance: High

Good evening Mr. Inspektor and Mr. Leuschner,

We are the lawyers for Dean-Lane Contractors Inc. (“Dean-Lane”).

Please be advised that our client has registered a Construction Lien against the Project in the amount of \$2,157,415.95, inclusive of HST but exclusive of interest and costs. If payment is not received by 4 pm on Friday July 14th, 2023, our instructions are to proceed to immediately perfect the lien by commencing an action and to give notice to all mortgagees of the Construction Lien.

Further, we are also writing to advise that despite the Undertaking provided by CorFinancial Corp on May 5th, 2023 (copy attached), Dean-Lane has not received payment of the Deferred Amount and the Developer accommodation fee in the amount of \$50,000 by May 26, 2023, as agreed. Further, Dean-Lane has not received payment for the continued services and materials it has been supplying to the Project.

We are providing CorFinancial Corp with notice of default under the terms agreed upon as provided for in the Undertaking and we are demanding immediate payment by CorFinancial to Dean-Lane in accordance with the Undertaking by no later than 4 pm on Friday July 14th, 2023. If payment is not received, our instructions are to proceed to commence an action against CorFinancial.

Please govern yourselves accordingly.

Thank you,

Maria Ruberto | B.A (Hons.), LL.B., Certified Specialist Construction Law

[Pallett Valo LLP](#) | Partner

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Independent Member of GGI**

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GENESIS MORTGAGE INVESTMENT CORP.

Applicant

-and- 1776411 ONTARIO LTD. and 1333 WEBER STREET
KITCHENER LP
Respondents

Court File No.: CV-23-00706813-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED

PROCEEDING COMMENCED AT TORONTO

**CASE CONFERECE BRIEF OF
DEAN-LANE CONTRACTORS INC.**

PALLETT VALO LLP

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Lawyers for Dean-Lane Contractors Inc.