



Court File No. CV-21-00673521-00CL

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

THE HONOURABLE MADAM

)

WEDNESDAY, THE 23RD

JUSTICE CONWAY

)

DAY OF NOVEMBER, 2022

)

B E T W E E N :

ONTARIO SECURITIES COMMISSION

Applicant

- and -

**GO-TO DEVELOPMENTS HOLDINGS INC., OSCAR FURTADO, FURTADO
HOLDINGS INC., GO-TO DEVELOPMENTS ACQUISITIONS INC., GO-TO
GLENDALE AVENUE INC., GO-TO GLENDALE AVENUE LP, GO-TO MAJOR
MACKENZIE SOUTH BLOCK INC., GO-TO MAJOR MACKENZIE SOUTH BLOCK
LP, GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC., GO-TO MAJOR
MACKENZIE SOUTH BLOCK II LP, GO-TO NIAGARA FALLS CHIPPAWA INC.,
GO-TO NIAGARA FALLS CHIPPAWA LP, GO-TO NIAGARA FALLS EAGLE
VALLEY INC., GO-TO NIAGARA FALLS EAGLE VALLEY LP, GO-TO SPADINA
ADELAIDE SQUARE INC., GO-TO SPADINA ADELAIDE SQUARE LP, GO-TO
STONE CREEK ELFRIDA INC., GO-TO STONEY CREEK ELFRIDA LP, GO-TO ST.
CATHARINES BEARD INC., GO-TO ST. CATHARINES BEARD LP, GO-TO
VAUGHAN ISLINGTON AVENUE INC., GO-TO VAUGHAN ISLINGTON AVENUE
LP, AURORA ROAD LIMITED PARTNERSHIP and 2506039 ONTARIO LIMITED**

Respondents

**APPLICATION UNDER SECTIONS 126 AND 129 OF THE *SECURITIES ACT*, R.S.O.
1990, c. S.5, AS AMENDED**

**APPROVAL AND VESTING ORDER
(MAJOR MACKENZIE)**

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of the real property listed on Schedule “A” of the Sale Agreement (as defined below) (the “**Specified Real Property**”) and all the other assets, undertakings and properties of each of the entities listed on Schedule “B” of the Sale Agreement (the “**Specified Receivership Respondents**”), including all the assets held in trust or required to be held in trust by or for any of the Specified Receivership Respondents, or by their lawyers, agents and/or any other person, and all proceeds thereof (together with the Specified Real Property, the “**Specified Property**”), for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 2357616 Ontario Inc. (the “**Original Purchaser**”), as original purchaser, dated August 8, 2022 (the “**Sale Agreement**”), a copy of which is attached to the Report of the Receiver dated November 14, 2022 (the “**Report**”), and vesting in 185 Major Mackenzie Limited Partnership (the “**Assignee**”), Kai Capital Corp. (the “**Secondary Purchaser**”) and the Original Purchaser (together with the Assignee and the Secondary Purchaser, the “**Purchasers**”), as applicable, the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Susy Moniz sworn November 14, 2022, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized

and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of:

- (a) the Purchased Assets described in the Sale Agreement, with the exception of all of the Specified Receivership Respondents' right, title and interest in and to the Specified Real Property listed on **Schedules "B-1" and "B-2"** hereto, shall vest absolutely in the Assignee;
- (b) all of the Specified Receivership Respondents' right, title and interest in and to the Specified Real Property listed on **Schedule "B-1"** hereto, shall vest absolutely in the Original Purchaser; and
- (c) all of the Specified Receivership Respondents' right, title and interest in and to the Specified Real Property listed on **Schedule "B-2"** hereto, shall vest absolutely in the Secondary Purchaser,

in each case 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, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, 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 (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice Pattillo made in these proceedings on December 10, 2021; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to:

- (a) enter the Original Purchaser as the owner of the subject Specified Real Property identified in **Schedule "B-1"** hereto in fee simple; and
- (b) enter the Secondary Purchaser as the owner of the subject Specified Real Property identified in **Schedule "B-2"** hereto in fee simple,

and is hereby directed to delete and expunge from title to the Specified Real Property all of the Claims listed in **Schedule "C"** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **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* (Canada) in respect of any of the Specified Receivership Respondents and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Specified Receivership Respondents,

the vesting of the Purchased Assets in the applicable Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Specified Receivership Respondents and shall not be void or voidable by creditors of any of the Specified Receivership Respondents, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under

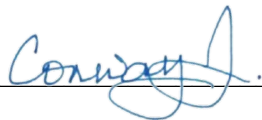
the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that, upon the Receiver receiving a satisfactory payout statement, in the Receiver's sole discretion, the Receiver is authorized and directed to make the following distribution from the sale proceeds arising from the Transaction:

- (a) to Cameron Stephens Mortgage Capital Ltd., the outstanding secured indebtedness owing to it by the Specified Receivership Respondents.

8. **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.

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



Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-21-00673521-00CL

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

B E T W E E N :

ONTARIO SECURITIES COMMISSION

Applicant

- and -

GO-TO DEVELOPMENTS HOLDINGS INC., OSCAR FURTADO, FURTADO HOLDINGS INC., GO-TO DEVELOPMENTS ACQUISITIONS INC., GO-TO GLENDALE AVENUE INC., GO-TO GLENDALE AVENUE LP, GO-TO MAJOR MACKENZIE SOUTH BLOCK INC., GO-TO MAJOR MACKENZIE SOUTH BLOCK LP, GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC., GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP, GO-TO NIAGARA FALLS CHIPPAWA INC., GO-TO NIAGARA FALLS CHIPPAWA LP, GO-TO NIAGARA FALLS EAGLE VALLEY INC., GO-TO NIAGARA FALLS EAGLE VALLEY LP, GO-TO SPADINA ADELAIDE SQUARE INC., GO-TO SPADINA ADELAIDE SQUARE LP, GO-TO STONEY CREEK ELFRIDA INC., GO-TO STONEY CREEK ELFRIDA LP, GO-TO ST. CATHARINES BEARD INC., GO-TO ST. CATHARINES BEARD LP, GO-TO VAUGHAN ISLINGTON AVENUE INC., GO-TO VAUGHAN ISLINGTON AVENUE LP, AURORA ROAD LIMITED PARTNERSHIP and 2506039 ONTARIO LIMITED

Respondents

APPLICATION UNDER SECTIONS 126 AND 129 OF THE *SECURITIES ACT*, R.S.O. 1990, c. S.5, AS AMENDED

RECEIVER’S CERTIFICATE

RECITALS

I. Pursuant to an Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 10, 2021, KSV Restructuring Inc. (“**KSV**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without

security, of the real property listed on Schedule “A” of the Sale Agreement (as defined below) (the “**Specified Real Property**”) and all the other assets, undertakings and properties of each of the entities listed on Schedule “B” of the Sale Agreement (the “**Specified Receivership Respondents**”), including all the assets held in trust or required to be held in trust by or for any of the Specified Receivership Respondents, or by their lawyers, agents and/or any other person, and all proceeds thereof (together with the Specified Real Property, the “**Specified Property**”).

II. Pursuant to an Order of the Court dated November 23, 2022, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 2357616 Ontario Inc. (the “**Original Purchaser**”), as original purchaser, dated August 8, 2022 (the “**Sale Agreement**”), and provided for the vesting in 185 Major Mackenzie Limited Partnership (the “**Assignee**”), Kai Capital Corp. (the “**Secondary Purchaser**”) and the Original Purchaser (together with the Assignee and the Secondary Purchaser, the “**Purchasers**”), as applicable, of the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming: (i) the payment by the Purchasers of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver and manager of the Specified Property, and not in its personal capacity or in any other capacity

Per: _____

Name: Bobby Kofman

Title: Licensed Insolvency Trustee

**Schedule “B-1” – Legal Description of the Specified Real Property to Be Vested in the
Original Purchaser**

PIN: 03139-0047 (LT)

PT LT 144 PL 2383 MARKHAM AS IN R492400

PIN: 03139-0049 (LT)

PT LT 145 PL 2383 MARKHAM AS IN R467349

PIN: 03139-0051 (LT)

PT LT 146 PL 2383 MARKHAM AS IN R371994

**Schedule “B-2” – Legal Description of the Specified Real Property to Be Vested in the
Secondary Purchaser**

PIN: 03139-0048 (LT)

PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

PIN: 03139-0050 (LT)

PT LT 145 PL 2383 MARKHAM AS IN RH40233

PIN: 03139-0052 (LT)

PT LT 146 PL 2383 MARKHAM AS IN RH26132

Schedule “C” – Instruments to Be Deleted from Title

PIN 03139-0047 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755424	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108189	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc.	Cameron Stephens Financial Corporation
YR3108190	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355359	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

PIN 03139-0049 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755424	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108189	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc.	Cameron Stephens Financial Corporation
YR3108190	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355359	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

PIN 03139-0051 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755424	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108189	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc.	Cameron Stephens Financial Corporation
YR3108190	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355359	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

PIN 03139-0048 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755423	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108187	2020/06/12	Notice		Go-To Major Mackenzie South Block II Inc.	Cameron Stephens Financial Corporation
YR3108188	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355360	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

PIN 03139-0050 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755423	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108187	2020/06/12	Notice		Go-To Major Mackenzie South Block II Inc.	Cameron Stephens Financial Corporation
YR3108188	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355360	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

PIN 03139-0052 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
YR2755423	2017/11/06	Charge by Partnership	\$6,500,000	Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Cameron Stephens Financial Corporation
YR2909942	2018/12/13	Charge by Partnership	\$1,750,000	Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR2909943	2018/12/13	Notice of Assignment of Rents General		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3108187	2020/06/12	Notice		Go-To Major Mackenzie South Block II Inc.	Cameron Stephens Financial Corporation
YR3108188	2020/06/12	Postponement		Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun	Cameron Stephens Financial Corporation
YR3108230	2020/06/12	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3244137	2021/04/30	Notice		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block II Inc.	Goh, Joanna Natasha Loh, Melissa Fong-Yee Ng Chik, Yin Fun
YR3355360	2021/12/14	Application Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.
YR3359663	2021/12/22	Construction Lien	\$1,333,613	Capital Build Construction Management Corp.	

Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants

PIN 03139-0047 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR3024310	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Go-To Major Mackenzie South Block Inc.

PIN 03139-0049 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR2525838	2016/08/17	Transfer	\$2,000,000	Falsetti, Luigi	Go-To Major Mackenzie South Block Inc.
YR3024310	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Go-To Major Mackenzie South Block Inc.

PIN 03139-0051 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR2525840	2016/08/17	Transfer	\$1,250,000	Watkin, Debora Watkin, Nahum	Go-To Major Mackenzie South Block Inc.
YR3024310	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block Inc. Go-To Major Mackenzie South Block LP	Go-To Major Mackenzie South Block Inc.

PIN 03139-0048 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR3024311	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Go-To Major Mackenzie South Block II Inc.

PIN 03139-0050 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR2525839	2016/08/17	Transfer	\$1,000,000	Estrella, Lina Maria Frade, Americo Rodrigues Frade, Izeline	Go-To Major Mackenzie South Block II Inc.
YR3024311	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Go-To Major Mackenzie South Block II Inc.

PIN 03139-0052 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RH28787	1963/07/17	Bylaw			
YR2525841	2016/08/17	Transfer	\$1,050,000	9834559 Canada Inc.	Go-To Major Mackenzie South Block II Inc.
YR3024311	2019/10/24	Transfer by Partnership		Go-To Major Mackenzie South Block II Inc. Go-To Major Mackenzie South Block II LP	Go-To Major Mackenzie South Block II Inc.

ONTARIO SECURITIES COMMISSION

-and-

GO-TO DEVELOPMENTS HOLDINGS INC., ET AL.

Applicant

Respondents

Court File No. CV-21-00673521-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER
(MAJOR MACKENZIE)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)
Tel: (416) 865-7726 / Fax: (416) 863-1515
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