



Court File No. CV-24-00716511-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE

)

FRIDAY, THE 16TH

JUSTICE CAVANAGH

)

DAY OF AUGUST, 2024

)

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.**

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**

SALE APPROVAL, VESTING AND ANCILLARY MATTERS ORDER

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") without security, of the real property legally described in Schedule "A-1" and Schedule "A-2" (collectively the "**Lands**") hereto and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**"), located at, related to, used in connection with or arising from or out of the Lands or

which is necessary to the use and operation of the Lands, including all proceeds thereto, for an order, among other things, (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Dunsire Homes Inc. (the "**Purchaser**") dated May 9, 2024, as amended on August 15, 2024 (the "**Sale Agreement**"); (b) vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement); (c) approving the First Report of the Receiver dated May 21, 2024 (the "**First Report**") and the Second Report of the Receiver dated July 26, 2024 (the "**Second Report**"), and the Receiver's conduct and activities described therein; and (d) approving the fees and disbursements of the Receiver and the Receiver's counsel, Osler, Hoskin & Harcourt LLP ("**Osler**"), as set out in the Affidavit of Noah Goldstein sworn on July 26, 2024 attached at Appendix "H" to the Second Report (the "**Goldstein Affidavit**") and the Affidavit of David Rosenblat sworn on July 26, 2024 attached at Appendix "I" to the Second Report (the "**Rosenblat Affidavit**" and, together with the Goldstein Affidavit, the "**Fee Affidavits**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Receiver, the First Report, the Second Report and the 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 Sierra Farr affirmed July 29, 2024, filed,

1. **THIS COURT ORDERS** that unless otherwise indicated herein, capitalized words and terms have the meanings given to them in the Sale Agreement or the Second Report, as applicable.
2. **THIS COURT ORDERS** 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 Purchaser.

VESTING AND REGISTRATION ON TITLE

3. **THIS COURT ORDERS** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Receiver's**

Certificate”), all of the Purchased Assets, including, without limitation, all of the Debtor's right, title and interest in and to:

- (a) the Lands described in Schedule “A-1” shall vest absolutely in Dunsire Properties Inc. (the “**Dunsire Properties Lands**”); and
- (b) the Lands described in Schedule “A-2”, which right, title and interest in respect of Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT), is not fee simple but is evidenced by the declaration registered as instrument no. SC1974651 only, shall vest absolutely in the Purchaser (the “**Purchaser Lands**”),

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 (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

(i) any encumbrances or charges created by the Order of the Honourable Justice Osborne made on March 21, 2024; (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; (iii) all rights any person had, has, or may in the future have in connection with or arising from any agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person (“**Buyer Agreements**”) entered into by a Debtor, and (iv) 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 shall be expunged and discharged as against the Purchased Assets upon the delivery of the Receiver’s Certificate.

4. **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 enter:

- (a) Dunsire Properties Inc. as the owner of the Dunsire Properties Lands, each as identified in Schedule “A-1” hereto, in fee simple; and

- (b) the Purchaser as the owner of the Purchaser Lands each as identified in Schedule “A-2” hereto, in fee simple (save and except with respect to Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT)),

and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Schedule “C” hereto. For the avoidance of doubt, this Court orders that upon the registration in the Land Registry Office for the appropriate 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 not transfer title of, nor enter the Purchaser as owner of, Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT), with the Purchaser’s interest in this parcel to be evidenced by the Declaration registered as Instrument No. SC1974651.

5. **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.

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim the Buyer Agreements and, following the delivery of the Receiver’s Certificate in accordance with this Order, such Buyer Agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser.

PORTLAND RESERVE

7. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Portland Reserve**”), which shall be separate from the cash portions of the Purchase Price contemplated by Sections 2.3(1)(a), (b) and (d) of the Sale Agreement, in the amount of \$2.3 million (the “**Portland Reserve Amount**”), which Portland Reserve shall be fully funded in cash by the Purchaser on or prior to Closing, subject to paragraph 8 of this Order. The Portland Reserve shall be returned to the Purchaser or paid to Portland, as the case may be,

upon the earlier of: (i) the date upon which the Purchaser and Portland resolve the priority dispute relating to the priority of the advances made under the Portland Mortgage (the “**Priority Dispute**”), (ii) the date upon which this Court makes a determination on the Priority Dispute and the entitlement to amounts held in the Portland Reserve, and (iii) September 30, 2024, in the event Portland fails to file any court materials in respect of the Priority Dispute with this Court, in which case the Portland Reserve shall be paid to the Purchaser.

8. **THIS COURT ORDERS** that the Purchaser may provide letter(s) of credit and/or bond(s) in favour of the Receiver as security for the Portland Reserve equal to all or part of the Portland Reserve Amount, the principal amount of which shall reduce the amount of the Portland Reserve that the Purchaser must fund in cash pursuant to paragraph 7 of this Order, provided that such letter(s) of credit and/or bond(s) are in form and substance satisfactory to the Receiver, acting reasonably.

LIEN CLAIMANTS’ RESERVE

9. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Lien Claimants’ Reserve**”), which shall be separate from the cash portions of the Purchase Price contemplated by Sections 2.3(1)(a), (b) and (d) of the Sale Agreement, in the amount of \$19,704,333.28 (the “**Lien Claimants’ Reserve Amount**”), which Lien Claimants’ Reserve shall be fully funded in cash by the Purchaser on or prior to Closing, subject to paragraph 10 of this Order.

10. **THIS COURT ORDERS** that the Purchaser may provide letter(s) of credit and/or bond(s) in favour of the Receiver as security for the Lien Claimants’ Reserve equal to all or part of the Lien Claimants’ Reserve Amount, the principal amount of which shall reduce the amount of the Lien Claimants’ Reserve that the Purchaser must fund in cash pursuant to paragraph 9 of this Order, provided that such letter(s) of credit and/or bond(s) are in form and substance satisfactory to the Receiver, acting reasonably.

11. **THIS COURT ORDERS** that any Person with a claim for a Priority Payable (a “**Priority Payables Claim**”) shall provide the Receiver with such supporting evidence as the Receiver, in consultation with the Purchaser, may have requested or requests as of the date hereof, by no later than August 23, 2024.

12. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay from time to time from the Lien Claimants' Reserve any amounts in respect of Priority Payable Claims (in aggregate up to the amount of the Lien Claimants' Reserve) that:

- (a) the Receiver determines is a Priority Payable, with the consent of the Purchaser and the holder of the applicable Priority Payable Claim; or
- (b) is ordered by this Court,

which payments shall be in satisfaction of the portion of the Purchase Price contemplated by Section 2.3(1)(c) of the Sale Agreement.

13. **THIS COURT ORDERS** that, subject to the resolution and/or determination of the Priority Payables Claims pursuant to paragraph 12 of this Order, any amounts remaining in the Lien Claimants' Reserve shall be returned to the Purchaser.

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

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* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

APPROVAL OF RECEIVER'S REPORTS AND ACTIVITIES

16. **THIS COURT ORDERS** that each of the First Report and the Second Report, and the actions, conduct and activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only KSV, in its capacity as Receiver and not 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.

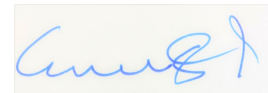
17. **THIS COURT ORDERS** that the fees and disbursements of the Receiver up until July 22, 2024, as set out in the Second Report and the Goldstein Affidavit, are hereby approved.

18. **THIS COURT ORDERS** that the fees and disbursements of Osler up until July 26, 2024, as set out in the Second Report and the Rosenblat Affidavit, are hereby approved.

GENERAL

19. **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.

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



Justice Cavanagh

Schedule “A-1” – Dunsire Properties Lands

58091-3890 (LT)

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3902 (LT)

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

58091-4802 (LT)

PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43825; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 51R43845 IN FAVOUR OF BLOCK 8, PLAN 51M1193 AS IN SC1954516; SUBJECT TO AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 IN FAVOUR OF BLOCK 6, 8, 16, 17 AND 23 ON PLAN 51M1193 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER BLOCK 6, PLAN 51M1193, PART 121 ON PLAN 51R43634 AS IN SC1957473; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 51R-43822 AS IN SC1957474; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8, DESIGNATED AS PARTS 2, 3, 4, 5, 6, 7, 8 AND 9, ON PLAN 51R-43822 AS IN SC1957475; TOGETHER WITH AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; CITY OF BARRIE

Schedule “A-2” – Purchaser Lands

59497-0001 (LT)

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1974651; CITY OF BARRIE

58091-5319 (LT)

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

58091-5140 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5139 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5138 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5137 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5136 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5135 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5134 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5133 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5116 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

58091-5115 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5114 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5113 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5112 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5111 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5110 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5109 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

58091-5098 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5083 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5072 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5071 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5070 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5069 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5068 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5067 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5066 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5065 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5048 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5047 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5046 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5045 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5044 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5043 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5042 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-5041 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

58091-4598 (LT)

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

58091-3901 (LT)

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3900 (LT)

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS
IN SC1750701; CITY OF BARRIE

58091-3899 (LT)

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
CITY OF BARRIE

58091-3898 (LT)

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
CITY OF BARRIE

58091-3897 (LT)

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN
51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN
51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK
6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088;
CITY OF BARRIE

58091-3896 (LT)

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN
SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH
AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-
43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23
PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN
EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF
BARRIE

58091-3895 (LT)

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;
SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS
AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN
FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN
EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822
AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART
2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT
OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN
EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825
AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821

AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

58091-3894 (LT)

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3893 (LT)

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3891 (LT)

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3889 (LT)

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3888 (LT)

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

58091-3886 (LT)

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

Schedule “B” – Form of Receiver’s Certificate

Court File No. CV-24-00716511-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and –

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on March 21, 2024, KSV Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of the Lands and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**", located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto.
- B. Pursuant to an Order of the Court dated August 16, 2024, the Court approved the agreement of purchase and sale made as of May 9, 2024 (the "**Sale Agreement**") between the Receiver

and Dunsire Homes Inc. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets (as defined in the Sale Agreement) upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, the Lien Claimants' Reserve and Portland Reserve (collectively, the "**Reserves**"); (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement, and the Reserves;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable;
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., in its
capacity as Receiver, and not in its personal
or corporate capacity**

Per: _____

Name:

Title:

Schedule “C” – Instruments to be Deleted from Title

1. Instrument No. SC1371405 being a Charge registered on December 14, 2016,
2. Instrument No. SC1371406 being a Notice Of Assignment Of Rents – General registered on December 14, 2016.
3. Instrument No. SC1371448 being an Application To Annex Restrictive Covenants registered on December 15, 2016.
4. Instrument No. SC1629461 being a Charge registered on October 4, 2019.
5. Instrument No. SC1629462 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
6. Instrument No. SC1630186 being a Postponement of Interest registered on October 8, 2019.
7. Instrument No. SC1630187 being a Postponement of Interest registered on October 8, 2019.
8. Instrument No. SC1697535 being a Postponement of Interest registered on July 30, 2020.
9. Instrument No. SC1697536 being a Postponement of Interest registered on July 30, 2020.
10. Instrument No. SC1697537 being a Postponement of Interest registered on July 30, 2020.
11. Instrument No. SC1712098 being a Postponement of Interest registered on September 21, 2020.
12. Instrument No. SC1712100 being a Postponement of Interest registered on September 21, 2020.
13. Instrument No. SC1750693 being a Postponement of Interest registered on February 1, 2021.
14. Instrument No. SC1750695 being a Postponement of Interest registered on February 1, 2021.
15. Instrument No. SC1750699 being a Postponement of Interest registered on February 1, 2021.
16. Instrument No. SC1812774 being a Postponement of Interest registered on August 9, 2021.
17. Instrument No. SC1812776 being a Postponement of Interest registered on August 9, 2021.
18. Instrument No. SC1812777 being a Postponement of Interest registered on August 9, 2021.
19. Instrument No. SC1812778 being a Postponement of Interest registered on August 9, 2021.

20. Instrument No. SC1914095 being a Postponement of Interest registered on July 14, 2022.
21. Instrument No. SC1914096 being a Postponement of Interest registered on July 14, 2022.
22. Instrument No. SC1914097 being a Postponement of Interest registered on July 14, 2022.
23. Instrument No. SC1914098 being a Postponement of Interest registered on July 14, 2022.
24. Instrument No. SC1950702 being a Charge registered on December 8, 2022.
25. Instrument No. SC1950703 being a Notice Of Assignment Of Rents – General registered on December 8, 2022.
26. Instrument No. SC1950751 being a Postponement of Interest registered on December 9, 2022.
27. Instrument No. SC1950752 being a Postponement of Interest registered on December 9, 2022.
28. Instrument No. SC1950753 being a Postponement of Interest registered on December 9, 2022.
29. Instrument No. SC2046338 being an Application To Register Court Order registered on March 27, 2024.
30. Instrument No. SC2033365 being a Construction Lien registered on January 16, 2024.
31. Instrument No. SC2035151 being a Construction Lien registered on January 25, 2024.
32. Instrument No. SC2035152 being a Construction Lien registered on January 25, 2024.
33. Instrument No. SC2035175 being a Construction Lien registered on January 26, 2024.
34. Instrument No. SC2035627 being a Construction Lien registered on January 29, 2024.
35. Instrument No. SC2037627 being a Construction Lien registered on February 7, 2024.
36. Instrument No. SC2038691 being a Construction Lien registered on February 14, 2024.
37. Instrument No. SC2040070 being a Construction Lien registered on February 22, 2024.
38. Instrument No. SC2043424 being a Certificate of Action registered on March 13, 2024.
39. Instrument No. SC2043534 being a Certificate of Action registered on March 14, 2024.
40. Instrument No. SC2044557 being a Construction Lien registered on March 19, 2024.
41. Instrument No. SC2044696 being a Certificate of Action registered on March 20, 2024.
42. Instrument No. SC2045301 being a Construction Lien registered on March 22, 2024.

43. Instrument No. SC2045656 being a Construction Lien registered on March 25, 2024.
44. Instrument No. SC2047466 being a Construction Lien registered on April 3, 2024.
45. Instrument No. SC2048080 being a Construction Lien registered on April 5, 2024.
46. Instrument No. SC2049621 being a Certificate of Action registered on April 15, 2024.
47. Instrument No. SC2050439 being a Construction Lien registered on April 18, 2024.
48. Instrument No. SC2051181 being a Certificate of Action registered on April 23, 2024.
49. Instrument No. SC2051496 being a Certificate of Action registered on April 24, 2024.
50. Instrument No. SC2053634 being a Certificate of Action registered on May 2, 2024.
51. Instrument No. SC2053635 being a Certificate of Action registered on May 2, 2024.
52. Instrument No. SC2055060 being a Certificate of Action registered on May 10, 2024.
53. Instrument No. SC2055197 being a Certificate of Action registered on May 13, 2024.
54. Instrument No. SC2055523 being a Certificate of Action registered on May 14, 2024.
55. Instrument No. SC2056084 being a Certificate of Action registered on May 16, 2024.
56. Instrument No. SC2056484 being a Construction Lien registered on May 17, 2024.
57. Instrument No. SC2056579 being a Certificate of Action registered on May 17, 2024.
58. Instrument No. SC2057952 being a Certificate of Action registered on May 27, 2024.
59. Instrument No. SC2033632 being a Construction Lien registered on January 17, 2024.
60. Instrument No. SC2040126 being a Certificate of Action registered on February 22, 2024.
61. Instrument No. SC1750712 being a Postponement of Interest registered on February 1, 2021.
62. Instrument No. SC1750714 being a Postponement of Interest registered on February 1, 2021.
63. Instrument No. SC1750715 being a Postponement of Interest registered on February 1, 2021.
64. Instrument No. SC1750716 being a Postponement of Interest registered on February 1, 2021.
65. Instrument No. SC1750718 being a Postponement of Interest registered on February 1, 2021.

66. Instrument No. SC1750719 being a Postponement of Interest registered on February 1, 2021.
67. Instrument No. SC1750721 being a Postponement of Interest registered on February 1, 2021.
68. Instrument No. SC1750722 being a Postponement of Interest registered on February 1, 2021.
69. Instrument No. SC1750723 being a Postponement of Interest registered on February 1, 2021.
70. Instrument No. SC1750725 being a Postponement of Interest registered on February 1, 2021.
71. Instrument No. SC1892098 being a Postponement of Interest registered on May 2, 2022.
72. Instrument No. SC1892100 being a Postponement of Interest registered on May 2, 2022.
73. Instrument No. SC1892101 being a Postponement of Interest registered on May 2, 2022.
74. Instrument No. SC1892102 being a Postponement of Interest registered on May 2, 2022.
75. Instrument No. SC2027194 being a Construction Lien registered on December 8, 2023.
76. Instrument No. SC2039582 being a Certificate of Action registered on February 20, 2024.
77. Instrument No. SC2044916 being a Postponement of Interest registered on March 21, 2024.
78. Instrument No. SC1927187 being a Charge registered on September 1, 2022.
79. Instrument No. SC1927188 being a Postponement of Interest registered on September 1, 2022.
80. Instrument No. SC1927190 being a Postponement of Interest registered on September 1, 2022.
81. Instrument No. SC1950754 being a Postponement of Interest registered on December 9, 2022.
82. Instrument No. SC2027192 being a Construction Lien registered on December 8, 2023.
83. Instrument No. SC2039588 being a Certificate of Action registered on February 20, 2024.
84. Instrument No. SC2049020 being a Construction Lien registered on April 11, 2024.
85. Instrument No. SC1672099 being a Notice registered on April 1, 2020.
86. Instrument No. SC1950755 being a Postponement of Interest registered on December 9, 2022.

- 87. Instrument No. SC2033630 being a Construction Lien registered on January 17, 2024.
- 88. Instrument No. SC2040129 being a Certificate of Action registered on February 22, 2024.
- 89. Instrument No. SC2040624 being a Charge registered on February 27, 2024.
- 90. Instrument No. SC2051969 being a Construction Lien registered on April 26, 2024.

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Lands**

(unaffected by the Vesting Order)

1. The exceptions and qualifications set out in the Section 44(1) of the Land Titles Act (Ontario) and/or on the parcel register for the Lands;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. The easements, servitudes, rights-of-way, licences, restrictions listed in paragraph 9, below, registered against the Lands as of the date of this agreement and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Any unregistered easements for sewer drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables;
5. Inchoate liens for taxes, assessments, public utility charges, which are due but the validity of which are being contested in good faith by the Receiver provided that the Receiver has provided security which in the opinion of the Receiver, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
6. Any encroachments, minor defects or irregularities indicated on the surveys of the Lands, prepared by Ontario Land Surveyors;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;

8. Any subdivision agreements, site plan agreements, development agreements and any other agreements registered against the Lands as of the date of the Agreement with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction; Plans, by-laws or transfers registered on title to the Lands as of the date of the Agreement.
9. The following instruments registered on title to the Lands:
 - a. Instrument No. SC212816 being a Transfer of Easement registered on April 22, 2004.
 - b. Instrument No. SC1675080 being a Notice of a Subdivision Pre-servicing Agreement registered on April 17, 2020.
 - c. Instrument No. SC1711838 being a Notice of an Adjacent Development Agreement registered on September 18, 2020.
 - d. Instrument No. SC1712097 being a Transfer of Easement registered on September 21, 2020.
 - e. Instrument No. SC1712099 being a Postponement of Interest registered on September 21, 2020.
 - f. Instrument No. 51M1193 being a Plan of Subdivision registered on January 21, 2021.
 - g. Instrument No. SC1750692 being a Notice of a Residential Subdivision Agreement registered on February 1, 2021.
 - h. Instrument No. SC1750694 being a Postponement of Interest registered on February 1, 2021.
 - i. Instrument No. SC1750698 being a Postponement of Interest registered on February 1, 2021.
 - j. Instrument No. SC1750701 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
 - k. Instrument No. SC1750702 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.

- l. Instrument No. SC1750717 being a Postponement of Interest registered on February 1, 2021.
- m. Instrument No. SC1750724 being a Postponement of Interest registered on February 1, 2021.
- n. Instrument No. SC1762581 being a Transfer of Easement registered on March 15, 2021.
- o. Instrument No. SC1812773 being a Notice of Site Plan Development Agreement registered on August 9, 2021.
- p. Instrument No. SC1812775 being a Postponement of Interest registered on August 9, 2021.
- q. Instrument No. SC1812779 being a Postponement of Interest registered on August 9, 2021.
- r. Instrument No. SC1861837 being By-Law Number 2021-110 registered on January 19, 2022.
- s. Instrument No. SC1892097 being a Notice of a Site Plan Development Agreement registered on May 2, 2022.
- t. Instrument No. SC1908016 being a Transfer of Easement registered on June 23, 2022.
- u. Instrument No. SC1914093 being a Transfer of Easement registered on July 14, 2022.
- v. Instrument No. SC1914094 being a Postponement of Interest registered on July 14, 2022.
- w. Instrument No. SC1936244 being By-Law Number 2022-087 registered on October 11, 2022.
- x. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- y. Instrument No. SC1950162 being an Application for Absolute Title registered on December 7, 2022.

- z. Instrument No. SC1954516 being a Transfer of Easement registered on December 22, 2022.
- aa. Instrument No. SC1954517 being a Transfer of Easement registered on December 22, 2022.
- bb. Instrument No. SC1954518 being a Transfer of Easement registered on December 22, 2022.
- cc. Instrument No. SC1954520 being a Transfer of Easement registered on December 22, 2022.
- dd. Instrument No. SC1954521 being a Transfer of Easement registered on December 22, 2022.
- ee. Instrument No. SC1954522 being a Transfer of Easement registered on December 22, 2022.
- ff. Instrument No. SC1957472 being a Transfer of Easement registered on January 13, 2023.
- gg. Instrument No. SC1957473 being a Transfer of Easement registered on January 13, 2023.
- hh. Instrument No. SC1957474 being a Transfer of Easement registered on January 13, 2023.
- ii. Instrument No. SC1957475 being a Transfer of Easement registered on January 13, 2023.
- jj. Instrument No. SC1957476 being a Transfer of Easement registered on January 13, 2023.
- kk. Instrument No. SC1965934 being a Land Registrar's Order registered on March 6, 2023.
- ll. Instrument No. SC1965946 being a Land Registrar's Order registered on March 6, 2023.
- mm. Instrument No. SC1969381 being a Condominium Declaration registered on March 24, 2023.

- nn. Instrument No. SC1974651 being a Condominium Declaration registered on April 21, 2023.
- oo. Instrument No. SC1975417 being Condominium By-Law No. 1 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- pp. Instrument No. SC1975418 being Condominium By-Law No. 2 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- qq. Instrument No. SC1975419 being Condominium By-Law Condominium By-Law No.3 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- rr. Instrument No. SC1994663 being an Amendment to Condominium Declaration registered on July 19, 2023.
- ss. Instrument No. SC2009555 being a Land Registrar's Order registered on September 20, 2023.
- tt. Instrument No. SC2023926 being an Amendment to Condominium Declaration registered on November 23, 2023.
- uu. Instrument No. SCP496 being a Standard Condominium Plan registered on March 24, 2023.
- vv. Instrument No. SCP497 being a Condominium Plan registered on April 21, 2023.
- ww. Instrument No. 51R43634 being a Reference Plan registered on August 17, 2022.
- xx. Instrument No. 51R42804 being a Reference Plan registered on January 22, 2021.
- yy. Instrument No. 51R42805 being a Reference Plan registered on January 22, 2021.
- zz. Instrument No. 51R43820 being a Reference Plan registered on December 5, 2022.
- aaa. Instrument No. 51R43276 being a Reference Plan registered on December 7, 2021.
- bbb. Instrument No. 51R43821 being a Reference Plan registered on December 5, 2022.
- ccc. Instrument No. 51R43593 being a Reference Plan registered on July 12, 2022.

- ddd. Instrument No. 51R43825 being a Reference Plan registered on December 7, 2022.
- eee. Instrument No. 51R43845 being a Reference Plan registered on December 20, 2022.
- fff. Instrument No. 51R43822 being a Reference Plan registered on December 5, 2022.
- ggg. Instrument No. SC1932935 being a Notice of Change of Address for Service registered on September 26, 2022.
- hhh. Instrument No. SC1629459 being a Charge registered on October 4, 2019.
- iii. Instrument No. SC1629460 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
- jjj. Instrument No. SC1865269 being a Notice registered on January 28, 2022.
- kkk. Instrument No. SC1922627 being a Notice registered on August 16, 2022.
- lll. Instrument No. SC1949664 being a Transfer registered on December 5, 2022.
- mmm. Instrument No. SC1949663 being a Transfer registered on December 5, 2022.
- nnn. Instrument No. SC1949662 being a Transfer registered on December 5, 2022.
- ooo. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- ppp. Instrument No. SC1659142 being a Transfer registered on January 31, 2020.
- qqq. Instrument No. SC1671569 being a Charge registered on March 31, 2020.
- rrr. Instrument No. SC1671570 being a Notice Of Assignment Of Rents – General registered on March 31, 2020.
- sss. Instrument No. SC1688997 being a Charge registered on June 24, 2020.
- ttt. Instrument No. SC1804677 being a Notice registered on July 15, 2021.
- uuu. Instrument No. SC1865270 being a Notice registered on January 28, 2022.
- vvv. Instrument No. SC1922628 being a Notice registered on August 16, 2022.
- www. Instrument No. SC1950534 being a Notice registered on December 8, 2022.
- xxx. Instrument No. SC1950535 being a Postponement registered on December 8, 2022.
- yyy. Instrument No. SC2044821 being a Transfer of Charge registered on March 21, 2024.

KINGSETT MORTGAGE CORPORATION

-and-

MAPLEVIEW DEVELOPMENTS LTD. et al.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SALE APPROVAL, VESTING AND ANCILLARY
MATTERS ORDER

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
100 King Street West, Suite 6200
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: (416) 862-4908
Email: mwasserman@osler.com

David Rosenblat (LSO# 64586K)
Tel: (416) 862-5673
Email: drosenblat@osler.com

Blair McRadu (LSO# 85586M)
Tel: (416) 862-4204
Email: bmcradu@osler.com

Lawyers for the Receiver