

**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

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

RESPONDING APPLICATION RECORD

August 07, 2024

JUST-FIDES ADVOCACY
98 Redpath Avenue, Suite 25
Toronto, ON, M4S 2J7

ROBERT S. CHOI (LSO 55185M)
Tel: (416) 357-1113
E-mail: rchoi@just-fides.com

Lawyer for the Respondents, Maplevue
Developments LTD. and Pace Maplevue LTD.

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TAB NO.	Description
A	Affidavit of Dino Sciavilla
1	PACE Brochure
2	2017 Financing Agreement
3	HST Filing

TAB A

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

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

-and-

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

Respondents

AFFIDAVIT OF DINO SCIAVILLA

I, **DINO SCIAVILLA** of the City of Toronto, in the Province of Ontario **MAKE OATH
AND SAY:**

1. I am the Officer and Director of the Respondents, Mapleview Developments Ltd. and Pace Mapleview Ltd., and as such I have knowledge of the matters to which I depose. Where I make statements based on information and belief, I have specified the source for same and believe them to be true.

PARTIES

2. Kingsett Mortgage Corporation (“**Kingsett**”) is a private equity real estate investment firm that carries on business in Ontario.

3. Mapleview Developments Ltd. (“**Mapleview**”) is a corporation incorporated in Ontario.

Mapleview is the registered owner of the development property (“**Property**”) located at 700-780 Mapleview Drive East, Barrie, Ontario.

4. Mapleview is a bare trustee that holds the property in trust for the beneficial owners, Pace Mapleview Ltd. (“**Pace Mapleview**”) and 2552741 Ontario Inc. (“**255 Ontario**”). Pace Mapleview and 255 Ontario each own 50% of the subject Property through a co-tenancy agreement.

5. The principals of Pace Mapleview are me (Dino Sciavilla) and my wife, Yvonne Sciavilla. The principals of 255 Ontario are David Marshall and Gregory Zehr. Mr. Marshall and Mr. Zehr are also the principals of the private lender, MarshallZehr Group Inc. (“**MarshallZehr**”).

BACKGROUND

6. I have over 40 years of experience in the construction industry. Through my family-operated company, Pace Developments, I have developed, serviced and constructed hundreds of single-family subdivisions, luxury custom-built homes, as well as commercial office and retail space for decades. A copy of the company profile is attached at “**Exhibit 1**”.

7. In or about 2016, Mr. Marshall and Mr. Zehr invited me to participate in a “joint venture” development project involving the Property, which lands MarshallZehr had acquired in a receivership.

8. The essence of MarshallZehr’s proposal was that Mr. Marshall and Mr. Zehr would be responsible for the financing of the project, and I would be responsible for the building of the homes.

9. I turned down their proposal three times, but eventually Mr. Marshall and Mr. Zehr

convinced me to participate in the “joint venture” by repeatedly assuring me that they would fund the project to its successful completion. In this regard, Mr. Marshall and Mr. Zehr executed a Financing Agreement, attached at “**Exhibit 2**”.

STRUCTURE OF THE “JOINT VENTURE”

10. The joint venture was established such that Mapleview Developments Ltd. would hold the Property in trust for the beneficial owners, Pace Mapleview and 255 Ontario. Pace Mapleview would be owned by me and my wife, Yvonne Sciavilla. 255 Ontario would be owned by Mr. Marshall and Mr. Zehr.

11. Each of beneficial owners, Pace Mapleview and 255 Ontario, would own 50% of the Property.

12. All decisions pertaining to the project were made jointly by the Co-Tenants’ Committee, consisting of me, my wife, Mr. Marshall, and Mr. Zehr.

HST REMITTANCES

13. Mapleview Developments Ltd. was a bare trustee that merely held title to the Property, and the Co-Tenants’ Committee made all decisions pertaining to the project. Regarding HST filings, the Co-Tenants’ Committee arranged to have Pace Mapleview file HST returns on behalf of the beneficial owners, Pace Mapleview and 255 Ontario.

14. At all material times, all decisions pertaining to all HST funds were made with the full knowledge and consent of the Co-Tenants’ Committee, including Mr. Marshall and Mr. Zehr.

15. As instructed by the Co-Tenants’ Committee, Pace Mapleview completed all HST filings

on behalf of the beneficial owners, Pace Mapleview and 255 Ontario. A copy of the most recent HST Notice of Assessment and filing is attached at “**Exhibit 3**”. Neither Mapleview nor 255 Ontario submitted any HST filing in respect of the Property.

KINGSETT’S BREACH OF THE LOAN AGREEMENT TO PROVIDE CONSTRUCTION FINANCING

16. On September 23, 2022, Kingsett entered into a loan agreement with Mapleview and agreed to provide financing for the construction of the homes.

17. However, Kingsett breached the terms of its commitment by failing to finance the construction. As a result of that breach, the project fell into grave financial difficulties.

NO PRIVACY OF CONTRACT BETWEEN KINGSETT AND BENEFICIAL OWNERS


18. There is no privity of contract between Kingsett and Pace Mapleview. There is also no privity of contract between Kingsett and 255 Ontario. Pace Mapleview and 255 Ontario have been described as “Debtors” in this proceeding, but they are certainly not indebted to Kingsett.

19. Kingsett has neither the standing nor cause to seek the bankruptcies of the Respondents. In fact, Kingsett’s attempt to improperly bankrupt these companies constitutes further oppressive acts against the Respondents.

SWORN REMOTELY, by Dino Sciavilla
in the City of Toronto, Ontario before me at
the City of Toronto, Ontario on August 7,
2024, in accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely.

Commissioner for Taking Affidavits
(or as may be)

ROBERT S. CHOI

Signed by:

F84E112CF276469...

DINO SCIAVILLA

“Exhibit 1”

as referenced in the Affidavit of Dino Sciavilla

sworn on August 07, 2024

A handwritten signature in blue ink, appearing to read "Robert S. Choi", is positioned above a horizontal line.

Robert S. Choi, Commissioner for Taking Oaths

BUILDING EXPERIENCE



PACE

DEVELOPMENTS INC.

PROVEN • PROFESSIONAL • CANADIAN



PACE Developments is a fully integrated, multi-disciplinary development/construction building company with headquarters in Richmond Hill. With over 40 years of combined building experience, PACE Developments has been able to integrate a sophisticated methodology with a keen sense of artisanship and a passionate commitment to customer satisfaction. The company's building profile ranges from luxury built homes to single family subdivisions, as well as commercial, office, and retail. PACE is proud to add The Mark to their extensive portfolio representing their inaugural launch into high rise development. As a family-run business, PACE Developments is dedicated to the continuous evolution that leads to homes of lasting beauty and exceptional value for today's families.

• HISTORY •



RESIDENTIAL

Approximately 400 Residential Properties Annually

PACE DEVELOPMENTS INC.

- Markham
 - The Mark Condo (220 units)
 - Mount Joy (44 units)
- King City
 - Eden (28 units)
- Richmond Hill
 - Eaton Square (179 units)
- Scarborough
 - Ten88 – Phase 1 (105 units)
 - Ten88 – Phase 2 (268 units)
- Mississauga
 - Glow (66 units)
- Maple
 - Julien Court (16 units)

MAPLEVIEW DEVELOPMENTS LTD.

- Barrie
 - Urban North (873 units)

BARON HOMES INC.

- Markham
 - Orchid Square (26 units)

ELDIN BUILDING CORPORATION

- Markham
 - Swallows Nest (173 units)
 - Emerald Trails (61 units)
 - Wismer Estates (47 units)
 - Wismer Commons - Phases 1 & 2 (126 units)
- Scarborough
 - Greenvale Terrace (16 units)
- Collingwood
 - Horseshoe Valley (66 units)

COMMERCIAL

Approximately 500,000 square feet Annually

- Orillia
- Newmarket

URBAN / LAND DEVELOPMENT

- Toronto
- Markham
- Newmarket
- Orillia
- Barrie

RESPECTED • ACCOUNTABLE • INSPIRED



PACE
DEVELOPMENTS INC.

THE PARTNERS

Business owners for over 30 years, Dino Sciavilla and Yvonne Sciavilla offer a truly balanced set of skills and expertise to each PACE client. As award-winning builders, they set new standards for excellence in the industry and believe that the best results come from inspired vision – backed up by solid planning, proven process and relentless attention to detail.

Dino and Yvonne share a commitment to a truly customized approach and hands-on working style – a formula that builds trust and affords their clients the peace of mind of knowing that an expert is paying attention to every detail of their project.

PACE DEVELOPMENTS INC.

30 Wertheim Court
Unit # 3, Bldg. A
Richmond Hill, ON
CANADA L4B 1B9

T +1 905-731-5069

F +1 905-731-5269

E info@pacedev.ca



Facebook.com/PACE.Developments



Twitter.com/PACEDevelopment

www.pacedevelopments.com

CREATIVE • AWARD-WINNING



PACE
DEVELOPMENTS INC.

From the initial design process to the final creation of the home, the PACE Developments design and construction team leave no stone unturned. Living space is reviewed and analyzed until a perfect environment is established and given the final stamp of approval.

Our award winning history speaks to our dedication and commitment in receiving the Urban Design Condo Category Award for our Idle Creek development in the City of Kitchener, as well as the Markham Builder's Excellence Award in 2000, 2003 & 2004. Each of our communities offers superior craftsmanship, design excellence and a quality of construction that is fully backed by our abiding commitment to customer service and satisfaction. At PACE Developments, we promise the best...and always deliver precisely that.

OUR MISSION STATEMENT



PACE
DEVELOPMENTS INC.

PACE Mission Statement

“ Our mission is to treat our homeowners with the same respect and consideration we would want our own families to be treated with. ”

Customer Satisfaction Experience

- Pre-PDI Inspection
- Deliver Clean PDI
- Frame Walkthrough
- Website Portal
- Website FAQ
- Supplier/Manufacturer Warranty Book
- Homeowner Manual
- 24/7 Answering Service
- Social Media
- Sales Experience (drinks, snacks, low pressure, informative, personal walkthrough of P&S, allow purchasers to consult with a lawyer, etc.)
- Upgrades Review Per-Purchase
- Meet and Greet – Builder / Team
- Meet and Greet – Community / Neighbours
- Personalizations Included in PP
- Guarantee Sod / Paving within 6 Months

CLIENT SATISFACTION



PACE
DEVELOPMENTS INC.

When choosing the best possible home for your family, you want an award-winning builder with a keen sense of artisanship. One with a solid combined experience that spans at least 30 years.

More than that, you want a builder defined by their passionate commitment to customer satisfaction. A company that believes in treating homeowners as family.

We are that builder. A builder composed of dynamic people who have been where you are now – looking for the best home for your family. We know what it's like. We want to help.

Joining our PACE family of homeowners will prove as rewarding to you on the day you move in as it will twenty years from now.

• PROJECTS •



the *mark.*

The Mark, one of Markham's most successful boutique condominium projects.

The Mark is an 18 storey condominium located in a charming community with parks, shopping, restaurants and golf courses all nearby in downtown Markham.

Mount Joy



Everyone's jumping for Mount Joy in Markham. And no wonder! Start with the forest, the established neighbourhood, the GO Station, the great shopping... it's all here just waiting for you to move in and move up! So get ready to experience a little more joy in your life. The community you've always wanted is in the heart of Markham. And it's called Mount Joy!

JULIEN
— COURT —
ON KEELE



SURROUND YOURSELF WITH A NEW HERITAGE-INSPIRED COMMUNITY

FEATURING 11 TOWNHOMES, 4 SEMI-DETACHED HOMES AND COMMERCIAL SPACE

AT JULIEN COURT ON KEELE, YOUR LIFESTYLE EMBRACES AN URBAN VIBE

IN AN UPTOWN SETTING.

{ Life, meet **TEN88** }



We all come from different walks of life. Our roots and traditions may be unique, but we are all connected by a common thread – family. It is the universal language that shapes us, inspires us and guides us down life's paths to success and happiness. And at the heart of every family, there's a home. A source of smiles, dreams and wisdom. A place where life begins and comes full circle.



YOUR RADIANCE IS BEAUTIFUL

There's joy in the simple things. Like making new friends or being in the company of the ones you love. Like finding a place that personifies your style, in a location that fuels your passions. Say hello to Glow – a boutique collection of only 54 signature townhomes with an irresistible Mississauga address, **just minutes to downtown and Port Credit.**



beyond your **dreams**
 The cachet of King City.
 Where necessities and luxuries abound.



An extraordinary life deserves more than an ordinary home. Located in the niche area of King City, Eden offers luxurious, contemporary finishes for those who truly appreciate fine living. Because when you're home, every detail should go beyond your dreams.



Eaton Square in Markham. Idyllic streetscapes. Historical ambience. Unique tones and treatments like classic stone facades. Expansive designs and brilliant finishes for the most discerning appetites.

The ARCHWAYS



A SOPHISTICATED

SANCTUARY

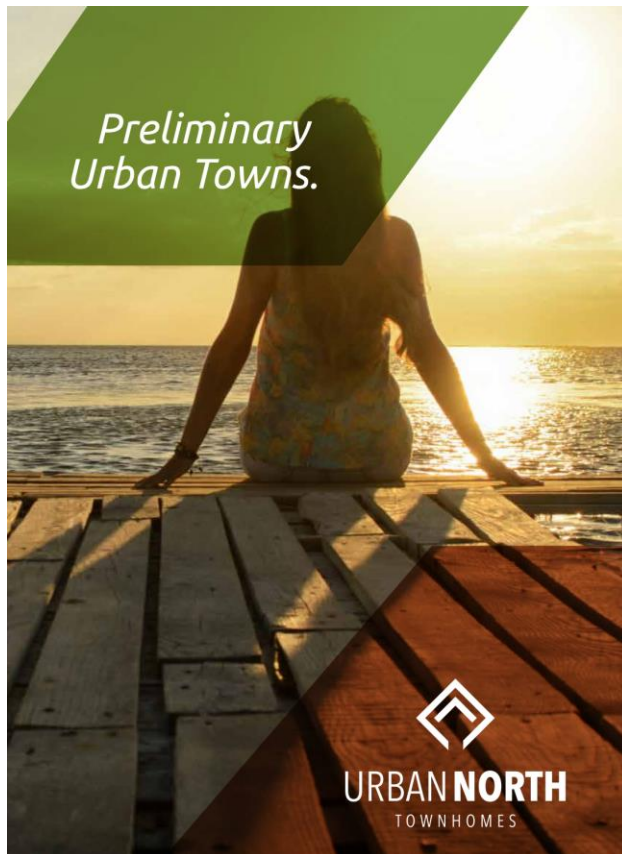
Your private paradise awaits at Mississauga Road and Eglinton Avenue. Nestled on a quiet cul-de-sac, this luxurious corner of the earth is comprised of 11 spacious homes and surrounded by the botanical beauty of Hewick Meadows Park.

Relish in the riches of urban family life whilst treasuring the precious time spent relaxing in your new haven.



URBAN NORTH

TOWNHOMES



Urban North is a master-planned neighbourhood surrounded by nature, with onsite access to the Hewitt's Creek Ravine Trail that leads you straight to Wilkin's Beach. A modern community fit for more than 850 families. Embrace affordability with all the convenience you deserve.



ORCHID SQUARE

MARKHAM

LUXURY TOWNHOMES, NATURALLY PERFECTED.



This newly acquired property is located at the intersection of Woodbine and Elgin Mills in Markham with proximity to Highway 404, Highway 407. The site provides 26 boutique townhomes with proximity to schools, park and other amenities. The site is 56,620 Sq. Ft. and each lot will be average of 2,135 Sq. Ft.

“Exhibit 4”

as referenced in the Affidavit of Dino Sciavilla

sworn on August 07, 2024

A handwritten signature in blue ink, appearing to read "Robert S. Choi", is positioned above a horizontal line.

Robert S. Choi, Commissioner for Taking Oaths

FINANCING AGREEMENT

THIS AGREEMENT made as of the 23rd day of August, 2017.

AMONG:

2552741 ONTARIO INC.
(hereinafter called "2552741")

- and -

PACE MAPLEVIEW LTD.
(hereinafter called "Pace")

- and -

MAPLEVIEW DEVELOPMENTS LTD.
(hereinafter called the "Operator")

- and -

MARSHALLZEHR GROUP INC.
(hereinafter called "MZG")

WHEREAS:

- A. Pursuant to the terms of a co-tenancy agreement dated as of the date hereof among 2552741 and Pace (collectively, the "**Co-Tenants**") and the Operator, a co-tenancy was formed (the "**Co-Tenancy**") in relation to the acquisition, construction, operation and disposition of the Project (the "**Co-Tenancy Agreement**");
- B. The Operator has agreed to hold legal title to the Project as the nominee and bare trustee for the Co-Tenancy in accordance with and subject to the terms and provisions of the Co-Tenancy Agreement;
- C. MZG has agreed to arrange or obtain the Project Financing required by the Co-Tenants in accordance with the provisions of the Co-Tenancy Agreement; and
- D. Unless otherwise indicated, all capitalized terms herein shall have the same meanings ascribed thereto in the Co-Tenancy Agreement.

NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars, now paid by each of the parties hereto to one another, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereto hereby covenant and agree as follows:

- 1. MZG and the Co-Tenants hereby acknowledge and agree that MZG shall be solely responsible for arranging for and obtaining the Project Financing as may be required by the Co-Tenancy from time to time for the purposes of developing and constructing the Project (collectively, the "**Required Financing**") in accordance with and subject to the terms and conditions of the Co-Tenancy Agreement and as hereinafter set out.

2. The Required Financing shall be based upon the following terms and conditions (collectively, the “**Required Financing Terms**”):
- (a) it shall be subject to reasonable and commercial terms as may be Approved;
 - (b) it shall be subject to payment of market fees to MZG and/or third party brokers/agents as may be Approved, subject to the provisions of paragraph 3 hereof;
 - (c) it shall obligate the lender(s) providing the Required Financing (each, a “**Lender**”) to provide written notice to the Co-Tenants of any defaults by the Co-Tenancy and/or any covenantors/guarantors thereunder;
 - (d) it shall not be subject to any cross-collateralization provisions;
 - (e) it shall require each Lender to grant partial discharges of its registered mortgage security (collectively, the “**Mortgage**”) without any payment to the Lender on account thereof for any part of the Lands which the Co-Tenancy is required to convey or dedicate to any Governmental Authority in connection with the development of the Project;
 - (f) it shall require each Lender (the “**Applicable Lender**”) (save and except for the Lender in first priority) to grant partial discharges of its Mortgage without any payment to the Applicable Lender on account thereof for any part of the Lands which have been successfully conveyed to a third party purchaser(s) for value provided that the net closing proceeds thereof are (A) applied against any amounts which remain due and owing to any other Lenders who hold a Mortgage in priority to the Applicable Lender (collectively, the “**Prior Lender**”) and/or (B) otherwise utilized to collateralize any applicable letters of credit, to the extent required, with the balance of any such net closing proceeds, to be paid to the Applicable Lender and applied against any amounts then outstanding on account of principal and interest;
 - (g) subject to the provisions of Sections 2(e) and (f) hereof and provided that no amounts remain due and owing to a Prior Lender, it shall require the Lender to grant partial discharges of its Mortgage upon the successful completion of the sale of any dwelling units and/or other parts of the Project, subject to payment of an amount on account of principal which is equal to one hundred (100%) percent of the net closing proceeds from the sale thereof;
 - (h) it shall provide for a definitive funding date(s);
 - (i) to the greatest extent possible, each Lender’s fees and costs shall be paid from the initial advance;
 - (j) it shall obligate the Lender to provide letters of credit or cash in lieu of letters of credit to any applicable Governmental Authorities and/or other Persons as may be required to facilitate the development and/or construction

of the Project; as may be required by the Co-Tenants;

- (k) it shall provide for monthly or other regular draw down requests;
 - (l) it shall, to the greatest extent possible, provide for reserves for any and all interest and fees payable thereunder;
 - (m) it shall appoint a quantity surveyor, if applicable;
 - (n) if so required by the Co-Tenants, it shall permit subsequent financing without any terms, conditions and/or restrictions on account thereof provided such financing relates to the development and/or construction of the Project; and
 - (o) it shall require the joint and several unlimited guarantee of the Guarantors as described in the Co-Tenancy Agreement.
3. Provided that notwithstanding any other provisions hereof to the contrary, the parties hereto hereby acknowledge and agree that MZG shall be entitled (without the requirement of prior Approval) to fees in the event that any Required Financing arranged by it is categorized as "bank quality debt" based on its terms and conditions, regardless of the identity of the lender (the "**Bank Financing**"). Such fees aforesaid shall be equal to (i) one (1%) percent per annum of the principal amount committed to by the Lender (the "**Original Loan Amount**"), together with any incremental future increases to or re-financing(s) thereof and (ii) one-half of one (.5%) percent per annum of the outstanding indebtedness in connection with the Required Financing, representing a trailer in connection therewith, calculated daily, and compounded and payable monthly (collectively, the "**Referral Fee**"). The Referral Fee shall be paid to MZG each and every month via Fifty Thousand dollar (\$50,000.00) progress payments commencing on either the Effective Date or the initial advance of the Required Financing, from time to time, as such date may be Approved, until such time as the Bank Financing has been repaid in full to the applicable lender and all security relating thereto has been discharged accordingly. Any other mezzanine debt will attract fees payable to MZG at the then market rates for same, calculated (save for the rate, to the extent applicable) and payable in the same manner as the Referral Fee.
4. The Co-Tenants' Committee shall determine the applicable dates by which the Required Financing shall be required, such dates as Approved being hereinafter referred to as the "**Deadline Dates**". The Co-Tenants hereby covenant and agree to provide MZG with prior written notice of an upcoming Deadline Date at least ninety (90) days immediately preceding such Deadline Date. Provided that the Co-Tenants have delivered the aforesaid notice to MZG, MZG hereby acknowledges and agrees that it shall provide a draft commitment letter (collectively, the "**Draft Commitment Letter**") to the Co-Tenants for their review in respect of any Required Financing on or before thirty (30) days immediately preceding the applicable Deadline Date. Any Draft Commitment Letter so delivered shall be subject to the Required Financing Terms. The Co-Tenants shall have a period of ten (10) Business Days following receipt from MZG of any such Draft

Commitment Letter to review same and advise MZG in writing of any comments it may have in connection therewith, failing which, the Co-Tenants shall be automatically deemed to have Approved the terms and conditions thereof. Provided that the settlement and execution of any such Draft Commitment Letter by all applicable parties thereto, and the completion of the Required Financing contemplated thereby must be finalized or before the applicable Deadline Date, provided that the advance(s) to be made thereunder may occur as conditions precedent are satisfied and/or Project Costs are submitted to the applicable Lender(s) for payment.

5. For the purposes hereof, "Unavoidable Delay" means any prevention, delay, stoppage or interruption in the performance of any obligation of a Party due to a strike, lockout, slow down, labour dispute, act of God, inability to obtain or supply any service, equipment, utility, labour or materials, laws, statutes, ordinances, rules, regulations or orders of Governmental Authorities, enemy or hostile action, civil commotion, war or other casualty, or any condition or cause beyond the reasonable control of the Party obligated to perform, but shall not include any inability by the Party to perform because of lack of its own funds where such funds are required to permit it to perform the obligation in question, then:
 - a. Whenever in this Agreement it is provided that anything is to be done or performed and the doing or performance thereof is impossible or delayed due to Unavoidable Delay, neither the Operator nor MZG shall be regarded as being in default in the performance of any obligation hereunder during the period of any Unavoidable Delay relating thereto and each of them shall notify the other in writing of any Unavoidable Delay affecting the performance of any of its obligations hereunder and shall use all commercially reasonable efforts to minimize the effect of the same and if reasonably practical, to remedy or bring about the end of such Unavoidable Delay; and
 - b. Notwithstanding any other provision herein, the Operator's obligation to pay any Referral Fee pursuant to Section 3 shall be suspended (and shall not accrue) in respect of any period during which an Unavoidable Delay has occurred and is continuing.
 - c. Provided that notwithstanding the foregoing, the parties hereto hereby acknowledge and agree that the Operator's authority to withhold payment of the Referral Fee arising from an Unavoidable Delay as aforesaid shall automatically be rescinded without the necessity of any Approval concurrently, and as a condition of, payment of any Advances to the Manager which have otherwise been delayed or withheld if arising from the same Unavoidable Delay (in accordance with the provisions of the Development and Management Agreement dated as of the date hereof relating to the Project between the Operator and Pace Group Investments Inc. (the "Development Agreement")). For the purposes hereof,

"Advances" and "Manager" shall have the same meanings ascribed thereto as set out in the Development Agreement.

6. The parties hereto and their respective agents, advisors, consultants, lawyers and authorized representatives shall maintain in strict confidence the terms and conditions of this Agreement, together with all information and materials delivered or made available pursuant hereto, except as may reasonably be disclosed by the Co-Tenants in order to:

- (a) obtain any Required Financing;
- (b) enforce any of their respective rights and remedies hereunder and/or pursuant to Applicable Law; and/or
- (c) comply with any Applicable Law requiring disclosure.

7. This Agreement shall commence as of the Effective Date hereof and shall continue in full force and effect until final settlement has been made between the Co-Tenants hereunder.

8. Any notice, request, consent, demand, approval, acceptance, waiver or other document required or permitted to be given hereunder shall be in writing and shall be given by personal delivery thereof or by telecopier or other form of electronic transmission as follows:

- (a) if to 2552741, the Operator and/or MZG:

465 Phillip Street
Suite 206
Waterloo, Ontario
Attention: Greg Zehr
Telecopier: (519) 342-0851
Email: gzehr@marshallzehr.com

with a copy to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario
M2N 7E9
Attention: Robert A. Miller
Telecopier: (416) 218-1834
E-mail: robert@chaitons.com

- (b) if to the Operator and/or Pace:

30 Wertheim Court
Unit 3, Building A
Richmond Hill, Ontario

L4B 1B9

Attention: Dino Sciavilla
Telecopier: (905) 731-5270
Email: dino@pacedev.ca

with a copy to:

David Chong
1370 Don Mills Road
Suite 202
Don Mills, Ontario
M3B 3N7
Telecopier: (416) 510-2234
Email: david@davidchong.ca

Any notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of personal delivery. Any notice, if sent via electronic mail shall be deemed to have been validly and effectively given and received on the date of transmission if it is a Business Day and is transmitted prior to 5:00 p.m. (Toronto time), or the first Business Day thereafter if it is not. By giving to the other parties hereto at least three (3) Business Days' notice thereof, any party hereto may, at any time and from time to time, change its address for delivery or communication for purposes of this Section.

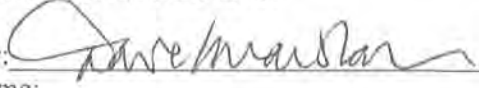
9. In the event of any dispute, claim, question or difference arising out of or relating to this Agreement or the breach thereof, the parties hereto hereby acknowledge and agree that same shall be settled in accordance with the provisions of Section 8.5 of the Co-Tenancy Agreement. Such an event shall postpone payment of the Referral Fees to MZG until such time as settlement has been reached.
10. This Agreement may not be assigned, modified or amended except with the written consent of all of the parties hereto.
11. All of the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.
12. The parties hereto agree that they will from time to time at the reasonable request of any of them execute and deliver such assignments, instruments and conveyances and take such further action as may be required to accomplish the purposes of this Agreement.
13. In the event of any conflict between the terms hereof and the Co-Tenancy Agreement and/or any other agreement among the parties hereto relating to the Project, the terms and provisions of this Agreement shall prevail.
14. The parties hereto hereby acknowledge and agree that regardless of the fact that this Agreement was initially drafted by counsel acting on behalf of MZG, the *contra*

proferentem rule shall not apply such that none of the provisions hereof (regardless of whether same are interpreted to be ambiguous) shall be construed against or interpreted to the disadvantage of MZG.

15. This Agreement shall be governed by and construed in accordance with the Laws of Ontario and the federal Laws of Canada applicable therein.
16. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date written at the beginning of this Agreement. For the purpose of this Section 15, the delivery of a facsimile or electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the date first above written.


2552741 ONTARIO INC.

Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____


I/We have authority to bind the Corporation.

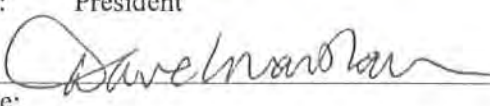
PACE MAPLEVIEW LTD.

Per: 
Name: Dino Sciavilla
Title: President

I have authority to bind the Corporation.

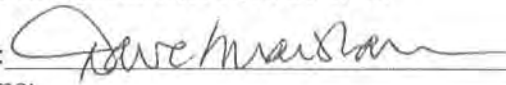
MAPLEVIEW DEVELOPMENTS LTD.

Per: 
Name: Dino Sciavilla
Title: President

Per: 
Name:
Title:

We have authority to bind the Corporation.

MARSHALLZEHR GROUP INC.

Per: 
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

“Exhibit 5”

as referenced in the Affidavit of Dino Sciavilla

sworn on August 07, 2024

A handwritten signature in blue ink, appearing to read "Robert S. Choi", is positioned above a horizontal line.

Robert S. Choi, Commissioner for Taking Oaths



Sudbury ON P3A 5C1

0000599

RECEIVED

MAR 04 2024

PACE MAPLEVIEW LTD.
3A - 30 WERTHEIM CRT
RICHMOND HILL ON L4B 1B9

Notice details

Business number	74978 1696 RT0001
Period covered	Jan 1, 2024 - Jan 31, 2024
Date issued	Feb 27, 2024

Notice of assessment for goods and services tax/harmonized sales tax (GST/HST)

This notice explains the results of our assessment of your GST/HST return(s).

You have a refund of **\$88,443.51**.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Total balance: **\$0.00**

Sign up for MyBA

MyBA lets you:

- Submit elections online
- View filed returns; and
- View account history.

Go to:

canada.ca/my-cra-business-account

PACE MAPLEVIEW LTD.

Notice details

Business number	74978 1696 RT0001
Period covered	Jan 1, 2024 - Jan 31, 2024
Date issued	Feb 27, 2024

GST/HST assessment**Results**

This notice explains the results of our assessment of the GST/HST return(s) received on **February 2, 2024**, for the period shown above.

Description	\$ Amount	CR
Result of this assessment	88,443.51	CR
Previous balance	0.00	
Refund issued	88,443.51	
Total balance	0.00	

We will deposit your refund of **\$88,443.51** into your account at the financial institution we have on file.

For more information, please see the "Summary" and "Explanation of changes and other important information" sections of this notice.

Please keep this notice of assessment for your records.

PACE MAPLEVIEW LTD.

Notice details

Business number	74978 1696 RT0001
Period covered	Jan 1, 2024 - Jan 31, 2024
Date issued	Feb 27, 2024

Summary

Reporting Period: Jan 1, 2024 - Jan 31, 2024

Reference Number: 24033000232360096

Sales and other revenue

Line	Description	\$ Amount	CR
101	Sales and other revenue	918,169.08	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	119,361.98	
108	Total ITCs and adjustments	207,790.99	CR
109	Net tax assessed	88,429.01	CR
	Refund interest	14.50	CR
	Result of assessment	88,443.51	CR

Explanation of changes and other important information

We processed your GST/HST return for the period ending **January 31, 2024**.

You reported an amount of **\$24,675.20** on line 135.

The refund interest is calculated up to the date of the refund. This amount is taxable and you have to report it on your income tax return in the reporting period you receive it.

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More information

If you need more information, go to **canada.ca/taxes**.

To see your latest account information, including payment transactions, go to **canada.ca/my-cra-business-account**.

For information regarding options for adjusting your return, go to **canada.ca/taxes-business-online** and select "GST/HST return and/or rebate" under "Change", or see Guide RC4022, General Information for GST/HST Registrants. For faster service, submit your request electronically.

If you disagree with this assessment, go to **canada.ca/cra-complaints-disputes** and select the topic "Goods and services tax/harmonized sales tax (GST/HST)" for your objection options. You have 90 days from the date of this notice to register your dispute.

Definitions

CR (credit) is the amount we owe you.

Help for persons with visual impairments

You can get this notice in braille, large print, or audio format. For more information about other formats, go to **canada.ca/cra-multiple-formats**.

Direct deposit

Direct deposit is a faster, more convenient, reliable, and secure way to get all amounts deposited into one account or to have refunds and rebates from different programs deposited into different accounts. For more information, go to **canada.ca/cra-direct-deposit**.

Get your mail online

You can choose to receive your mail online. When you register for this new service, we will no longer print and mail most correspondence to you. Instead, we will notify you by email when you have mail to view in your secure online account. For more information, go to **canada.ca/my-cra-business-account**.



Government
of Canada

Gouvernement
du Canada

[Home](#) > [Canada Revenue Agency](#) > [Ready to file](#) > GST/HST NETFILE

GST/HST NETFILE - confirmation



Your return has been successfully filed.

Your confirmation number is: 223245.

Business number: 749781696 RT0001
Business name: PACE MAPLEVIEW LTD.
Reporting period: 2024-01-01 to 2024-01-31
Filing date: 2024-02-02

GST/HST return summary

Line 101	Sales and other revenue	\$918,169.08
Line 135	Total GST/HST new housing rebates (included in line 108)	\$24,675.20
Line 136	Deduction for pension rebate amount (included in line 108)	\$0.00
Line 105	Total GST/HST and adjustments for period	\$119,361.98
Line 108	Total ITCs and adjustments	\$207,790.99
Line 109	Net tax	-\$88,429.01
Line 110	Instalments and other annual filer payments	\$0.00
Line 111	Rebates (note: rebate forms must be mailed separately)	\$0.00
Line 205	GST/HST due on purchases of real property or purchases of emission allowances	\$0.00
Line 405	Other GST/HST to be self-assessed	\$0.00
Line 114	Refund claimed	\$88,429.01
Line 115	Amount owing	\$0.00

PACE MAPLEVIEW LTD PH1&2, PH3, PH5 and PH6
 Business Number: 74978 1696 RT0001
 Reporting Period: 2024-01-01 to 2024-01-31

Line 101 Sale and other revenue \$ (918,169.08) STK-041 - STK-042 Mar 2023 Remittance

2050.GST GST Receivable-Collected (45,908.45)
 2050.ON OHST Receivable - Collected (73,453.53)

Line 105 Total HST/HST and adj for period (119,361.98)

2050.ITS GST Payable - Paid 70,510.25
 2050.OITS OHST Payable - Paid 112,605.54
 2050.REB GST Rebate Ontario 24,675.20

Line 108 Total ITS Claim 207,790.99

Line114/(Line 115) Net Tax Refund /(Payable) \$ 88,429.01

HST Filing Table-1									
Period	31-Jan-2024	PH 1&2	PH3	PH5	PH6	Total			
2050.GST	GST Receivable-Collected	\$ (45,908.45)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(45,908.45)
2050.ITS	GST Payable - Paid	\$ 70,510.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	70,510.25
2050.OITS	OHST Payable - Paid	\$ 112,605.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	112,605.54
2050.ON	OHST Receivable - Collected	\$ (73,453.53)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(73,453.53)
2050.REB	GST Rebate Ontario	\$ 24,675.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,675.20
Total		88,429.01	0.00	0.00	0.00	88,429.01			

KINGSETT MORTGAGE

- and-

MAPLEVIEW DEVELOPMENTS ET AL.

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT

TORONTO

AFFIDAVIT OF DINO SCIAVILLA

JUST-FIDES ADVOCACY

98 Redpath Avenue, Suite 25
Toronto, ON M3S 2J7

ROBERT S. CHOI LSUC No.: 55185M

Tel: (416) 357-1113

RAHA KHATIB LSUC No.: 90777P

Tel: (416) 937-8207

Lawyers for the Respondents, Maplevue Developments
Ltd. and Pace Maplevue Ltd.

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

KINGSETT MORTGAGE CORPORATION

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

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT TORONTO

RESPONDING APPLICATION RECORD

JUST-FIDES ADVOCACY
98 Redpath Avenue, Suite 25
Toronto, ON, M4S 2J7

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Lawyer for the Respondents, Maplevue
Developments LTD. and Pace Maplevue LTD.