

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

BETWEEN:

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 MOTION RECORD OF THE FULLER LANDAU GROUP INC.,
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF QUALITY RUGS
OF CANADA LIMITED, ET AL.
(Motion Returnable September 17, 2024)**

August 15, 2024

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*Lawyers for The Fuller Landau Group Inc. in
its capacity court-appointed receiver and
manager of Quality Rugs of Canada Limited,
et al. in CV-23-00703874-00CL*

TO: SERVICE LIST

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

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

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Applicant

- and -

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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**

**AFFIDAVIT OF YING (TEDDY) OUYANG
(Sworn August 15, 2024)**

I, Ying (Teddy) Ouyang, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a legal assistant with Dentons Canada LLP (“**Dentons**”), counsel to The Fuller Landau Group Inc. in its capacity as the Court-appointed receiver and manager of Quality Rugs of Canada Limited, et al. in CV-23-00703874-00CL (the “**QSG Receiver**”). As such, I have knowledge of the matters contained herein. Where that knowledge is based on information and belief, I have indicated the source of that knowledge and verily believe it to be true.

2. On August 1, 2024 at 2:09 p.m. Roger Gillott, counsel for KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager of Maplevue Developments Ltd., Pace

Mapleview Ltd. and 2552741 Ontario Inc. (the “**Mapleview Receiver**”), sent an email to Andrew Wood and others which is attached hereto as **Exhibit “A”**.

3. On August 1, 2024 at 4:51 p.m. Mr. Gillott sent another email to Mr. Wood and others which is attached hereto as **Exhibit “B”**.


4. On August 7, 2024 Sara-Ann Wilson, counsel for the QSG Receiver sent a letter to David Rosenblat, counsel for the Mapleview Receiver, which is attached hereto as **Exhibit “C”**.

5. On August 9, 2024 Mr. Rosenblat sent an email to Ms. Wilson and others which is attached hereto as **Exhibit “D”**.

6. On August 15, 2024 Mr. Rosenblat sent an email to Fraser Mackinnon Blair, counsel for the QSG Receiver, and others which is attached hereto as **Exhibit “E”**.

7. I swear this affidavit in support of the relief sought by the QSG Receiver in the within motion, and for no other or improper purpose.

SWORN by Ying (Teddy) Ouyang at the City of Toronto in the Province of Ontario, before me on August 15, 2024



Commissioner for Taking Affidavits (or as may be)
Lisa Ford, Lawyer



YING (TEDDY) OUYANG

This is **Exhibit "A"** referred to in the Affidavit sworn by Ying (Teddy) Ouyang at the City of Toronto, in the Province of Ontario, before me on August 15, 2024.



Commissioner for Taking Affidavits (or as may be)

Ouyang, Teddy

From: Gillott, Roger <RGillott@osler.com>
Sent: Thursday, August 1, 2024 2:09 PM
To: awood@gfwlaw.ca; sthom@torkinmanes.com; jlong@kmlaw.ca
Cc: Wasserman, Marc; Rosenblat, Dave; Disenhouse, Josh; Smith, Emma; Dick, Marleigh; Jumaa, Carolin; Noah Goldstein; Murtaza Tallat; Nicole Maragna; Domenic Presta; mtamblyn@torkinmanes.com; April Hollebek; Wilson, Sara-Ann; Mackinnon Blair, Fraser; Eric Gionet; Lossner, Lisa; ian@ontlaw.com; kmovat@foglers.com; jaspal@sanghaconstructionlaw.com; smorris@smartsolutionslaw.ca; hossein@niroomandlaw.com; Erica Rochette; Vito Scalisi; rhoffman@grllp.com; Jonathan Piccin
Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

[WARNING: EXTERNAL SENDER]

Hello all,

Thank you for your emails thus far. Below we have set out our responses to your various inquiries.

A. Timing of Advances

As stated in section 7.1 of the Receiver's Second Report (the "**Report**"), pursuant to s. 78(5) of the *Construction Act*, the Kingsett and Marshall Zehr mortgages lose priority to the lien claimants with respect to any deficiency in the 10% holdback that was to be retained by the Owner (the "**Holdback Deficiency**").

As stated in section 7.1.4. of the Report, the Receiver has confirmed that all advances were made under the Kingsett and applicable MarshallZehr mortgages (the "**Advances**") prior to the date the first construction lien was registered on title, and in section 7.1.5, the Receiver has confirmed that no evidence has been provided that any written notices of lien were received. Therefore, the Advances were not made at a time when a Claim for Lien was registered on title or a notice of lien received. For clarity, and in light of the analysis below, this means that pursuant to section 78(5) and 78(6) of the *Construction Act*, the mortgagees will have priority over the lien claimants for the Advances, other than the maximum of the 10% Holdback Deficiency. As such, it is our view that the lien claimants cannot claim priority over the mortgages for an amount that exceeds the maximum priority claim of the deficiency in the 10% holdback.

Below is a list of advances and corresponding dates under the mortgages, which are as follows:

**1) KingSett Mortgage:
IN0509**

- \$29,113,354.00 on October 17, 2019
- \$2,701,888.00 on November 6, 2019
- \$4,023,516.00 on December 18, 2019
- \$909,897.00 on January 29, 2020
- \$2,661,023.00 on July 2, 2020
- \$509,811.00 on July 24, 2020
- \$2,741,975.00 on August 21, 2020
- \$339,325.00 on September 29, 2020

- \$708,343.00 on November 3, 2020
- \$4,129,710.00 on November 30, 2020
- \$2,673,627.00 on February 16, 2021
- \$729,904.00 on May 14, 2021
- \$2,597,807.00 on June 21, 2021
- \$361,567.00 on August 5, 2021
- \$817,460.00 on November 1, 2021
- \$860,913.00 on January 11, 2022
- \$125,880.00 on February 17, 2022

Total: \$56,000,000.00

IN0510

- \$11,500,000.00 on October 17, 2019

Total: \$11,500,000.00

IN5021

- \$8,378,339.56 on January 20, 2020
- \$121,660.44 on July 24, 2020

Total: \$8,500,000.00

IN5022

- \$4,500,000.00 on July 30, 2020

Total: \$4,500,000.00

IN5028

- \$8,437,383.00 on July 30, 2020
- \$408,779.00 on August 26, 2020
- \$413,012.00 on September 29, 2020
- \$759,876.00 on November 3, 2020
- \$2,312,299.00 on February 2, 2021
- \$2,047,993.00 on May 14, 2021
- \$264,486.00 on August 5, 2021
- \$1,807,717.00 on January 11, 2022
- \$611,082.00 on February 7, 2022

TOTAL: \$17,062,627.00

IN5030

- \$2,655,414.60 on August 27, 2020

Total: \$2,655,414.60

2) Assumed Mortgages (as defined in the Stalking Horse Purchase Agreement, which includes the applicable Marshall Zehr mortgages):

- \$2,885,000 on March 31, 2020
- \$10,900,000 on July 15th, 2021
- \$12,000,000 on January 25th, 2022
- \$11,400,000 on August 15th, 2022
- \$2,860,000 on October 25th, 2022
- \$4,100,000 on November 1st, 2022
- \$5,000,000 on November 30th, 2022

- \$1,300,000 on December 20th, 2022

B. Calculation of Maximum Priority Payable

The Receiver served the lien claimants with its Second Report on Friday July 26, 2024 (the “**Report**”). The Report provides the view that the maximum priority claim enjoyed by lien claimants is equal to the amount of any deficiency in the 10% holdback that was to be retained by the insolvent owner, pursuant to sections 78(5) and 78(6) of the *Construction Act*. For clarity, lien claimants are not entitled to priority for the full value of all of their outstanding invoices. Please refer to section 7.1 - Holdback Reserve & Distributions for Priority Payables of the Report for additional information.

Furthermore, it is settled law that in the case of a contractor with a direct contract with the owner, the priority claim for holdback under section 78 is limited to 10% of invoices where the holdback has not already been paid to the lien claimant. In *Dufferin Concrete Products v. Waterbrooke Development Ltd.*, 1992 CarswellOnt 881 (Ont. Ct. (Gen. Div.)), which has been upheld in multiple subsequent cases, the court held that where the lien claimant has a direct contract with the owner, the holdback obligation is 10% of the unpaid contract, rather than 10% of the entire contract, and that “the legislation could have only intended this doubling effect when injured third parties are involved.” Therefore, the lien claimants are limited to a maximum of 10% of invoices in which holdback has not already been paid. Please note the amount currently at Appendix G of the Report is not the settled value of each lien claimants’ priority holdback, rather it is the Receiver’s view of the maximum potential priority payable for each lien claimant.

The Schaeffers Claim for Lien confirms that Schaeffers’ work on the Project began prior to the Kingsett and Marshall Zehr mortgages being registered. Therefore, the mortgages were registered after the date the first lien arose on the Project, and section 78(6), and by extension section 78(5), applies. Therefore, the lien claimants may claim priority over the 10% holdback, but the mortgagees have priority for all other advances, unless any advances were made after a lien was registered or notice of lien received (neither of which appears to have occurred in this case). In light of the application of section 78(5), the lien claimants have priority for the 10% holdback regardless of whether the mortgages were “building mortgages”, so enquiry into the purpose for which the mortgages were registered is not necessary.

C. Kingsett and MarshallZehr Documents

We will provide the Kingsett and MarshallZehr documents by way of large file transfer later today.

Please let us know if you have any questions.

Regards,
Roger

OSLER

Roger Gillott

Partner

416.862.6818 | RGillott@osler.com

Osler, Hoskin & Harcourt LLP | [osler.com](https://www.osler.com)



This is **Exhibit “B”** referred to in the Affidavit sworn by Ying (Teddy) Ouyang at the City of Toronto, in the Province of Ontario, before me on August 15, 2024.



Commissioner for Taking Affidavits (or as may be)

Ouyang, Teddy

From: Gillott, Roger <RGillott@osler.com>
Sent: Thursday, August 1, 2024 4:51 PM
To: Andrew Wood; Eric Gionet
Cc: sthom@torkinmanes.com; jlong@kmlaw.ca; Wasserman, Marc; Rosenblat, Dave; Disenhouse, Josh; Smith, Emma; Dick, Marleigh; Jumaa, Carolin; Noah Goldstein; Murtaza Tallat; Nicole Maragna; Domenic Presta; mtamblyn@torkinmanes.com; April Hollebek; Wilson, Sara-Ann; Mackinnon Blair, Fraser; Lossner, Lisa; ian@ontlaw.com; kmovat@foglers.com; jaspal@sanghaconstructionlaw.com; smorris@smartsolutionslaw.ca; hossein@niroomandlaw.com; Erica Rochette; Vito Scalisi; rhoffman@grllp.com; Jonathan Piccin
Subject: RE: In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

[WARNING: EXTERNAL SENDER]

Hello Andrew,

Thank you for your email. We are well-aware of the *Bianco* case. It addresses the situation where a mortgagee advances funds without registering a mortgage on title, and then later registers a mortgage (in the *Bianco* case, 3-6 years later). That was not the case here. In this case, Kingsett registered two mortgages on the same day they first advanced funds on the Project: October 17, 2019, as follows:

- 1) Charge in the amount of \$87,000,000.00 registered as Instrument No. SC1631924 on October 17, 2019.
- 2) Charge in the amount of \$19,000,000.00 registered as Instrument No. SC1631928 on October 17, 2019.

These mortgages are clearly visible on the abstract of title that includes “deleted instruments”; the current Kingsett mortgage refinanced these mortgages.

The Kingsett advances were made between October 17, 2019 and February 17, 2022. Accordingly, no advances were made prior to the registration of the mortgage.

Roger

OSLER

Roger Gillott

Partner

416.862.6818 | RGillott@osler.com

Osler, Hoskin & Harcourt LLP | [osler.com](https://www.osler.com)



This is **Exhibit “C”** referred to in the Affidavit sworn by Ying (Teddy) Ouyang at the City of Toronto, in the Province of Ontario, before me on August 15, 2024.

A handwritten signature in blue ink, appearing to be 'Z. J. Fu', is written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

August 7, 2024

File No.: 563609-7

Sent Via E-mail

mwasserman@osler.com; drosenblat@osler.com; RGillott@osler.com; bmcradu@osler.com

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Attention: Marc Wasserman, David Rosenblat, Roger Gillott &
Blair McRadu

Dear Sirs:

Re: Kingsett Mortgage Corporation v. Mapleview Developments Ltd., et al.
Court File No.: CV-24-00716511-00CL

Further to the Receiver's motion returnable August 16, 2024 and September 17, 2024, The Fuller Landau Group Inc., in its capacity as the court-appointed receiver of Quality Rugs of Canada Limited, et al., requests copies of the following documents:

- a) all parcel registers in respect of the Lands (as defined in the Stalking Horse Agreement of Purchase and Sale, dated May 9, 2024) showing all deleted and discharged instruments since 2019;
- b) the security opinion of Osler, referenced in Section 7.0 the Second Report of the Receiver; and
- c) any decision(s) pursuant to s. 78(6) of the *Construction Act* that support the Receiver's recommendation to pay out the Kingsett mortgage in priority to the claims of the construction lien claimants.

The Receiver's Second Report, dated July 26, 2024, states that the Purchaser, Dunsire Homes Inc., is an affiliate of Aggregated Investments Inc. We request disclosure as to the relationship between these parties.

As responding materials are due by August 15, 2024, we request the documentation and disclosure be provided by August 9, 2024.

Regards,

Dentons Canada LLP



Sara-Ann Wilson
Counsel

SW/ac

cc. Sent via Email (kenneth.kraft@dentons.com; fraser.mackinnon.blair@dentons.com; kpearl@fullerllp.com; dpresta@bianchipresta.com; nmaragna@bianchipresta.com; kmovat@foglers.com; mtamblyn@torkin.com; sthom@torkin.com; jlong@kmlaw.ca; mldrudi@dakllp.com; rhoftman@grllp.com; vito@scalisilaw.ca; ian@ontlaw.com; smorris@smartsolutionslaw.ca; awood@gfwlaw.ca; egionet@gfwlaw.ca; llossner@foglers.com; jaspal@sanghaconstructionlaw.com; hossein@niroomandlaw.com; ericar@ontlaw.com; jpccin@piccinbottos.com)

Ken Kraft & Fraser Mackinnon Blair (*Dentons Canada LLP*)
 Ken Pearl (*The Fuller Landau Group Inc., the QSG Receiver*)
 Domenic Presta & Nicole Maragna (*Bianchi Presta LLP, Lawyers for Foremont Drywall Contracting*)
 Kenneth Movat & Lisa Lossner (*Fogler, Rubinoff LLP, Lawyers for Home Lumber Inc., Alpa Stairs and Railings Inc. and Newmar Window Manufacturing Inc.*)
 Michael Tamblyn & Stewart Thom (*Torkin Manes LLP, Lawyers for Rivervalley Masonry Group Ltd.*)
 Jeffrey Long (*Koskie Minsky LLP, Lawyers for North Gate Farms Limited and Con-Drain Company (1983) Limited*)
 Marco Drudi (*Drudi Alexiou Kuchar LLP, Lawyers for Greenwall Concrete Forming Ltd.*)
 Richard Hoffman (*Gardiner Roberts LLP, Lawyers for Cortina Kitchens Inc.*)
 Vito Scalisi (*Scalisi Barristers, Lawyers for Schaeffer Dzaldov Purcell Ltd.*)
 Ian K. Latimer & Erica Rochette (*Speigel Nichols Fox, Lawyers for Capelas Homes Ltd.*)
 Simon Morris (*Smart Solutions Law Professional Corporation, Lawyers for 1833785 Ontario Inc. (Breda Bay Point Plumbing)*)
 Andrew Wood & Eric Gionet (*Gionet Fairley Wood LLP, Lawyers for Sunbelt Rentals of Canada Inc., Barrie Trim & Mouldings Inc., and Mykon Electric North Ltd.*)
 Jaspal Sangha (*Sangha Construction Law Professional Corporation, Lawyers for 1588555 Ontario Inc. o/a Neb's Caulking*)
 Hossein Niroomand (*Niroomand Law Professional Corp., Lawyers for Bisoukis Enterprises Ltd., operating as Kardia Painting*)
 Jonathan Piccin (*Piccin Pottos Professional Corporation, Lawyers for Penegal Trim & Supply Ltd.*)

This is **Exhibit “D”** referred to in the Affidavit sworn by Ying (Teddy) Ouyang at the City of Toronto, in the Province of Ontario, before me on August 15, 2024.

A handwritten signature in blue ink, appearing to be 'L. J. P.', is written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Ouyang, Teddy

From: Rosenblat, Dave <drosenblat@osler.com>
Sent: Friday, August 9, 2024 2:25 PM
To: Campbell, Amanda; Wasserman, Marc; Gillott, Roger; Ivanoff, Paul
Cc: Wilson, Sara-Ann; Kraft, Kenneth; Mackinnon Blair, Fraser; kpearl@fullerllp.com; dpresta@bianchipresta.com; nmaragna@bianchipresta.com; kmovat@foglers.com; mtamblyn@torkin.com; sthom@torkin.com; jlong@kmlaw.ca; mdrudi@dakllp.com; rhoffman@grllp.com; vito@scalisilaw.ca; ian@ontlaw.com; smorris@smartsolutionslaw.ca; awood@gfwlaw.ca; egionet@gfwlaw.ca; llossner@foglers.com; jaspal@sanghaconstructionlaw.com; hossein@niroomandlaw.com; ericar@ontlaw.com; jpccin@piccinbottos.com; Noah Goldstein; Murtaza Tallat; Jumaa, Carolin
Subject: RE: Kingsett Mortgage Corporation v. Mapleview Developments Ltd., et al. (CV-24-00716511-00CL)

[WARNING: EXTERNAL SENDER]

Thank you. In response to the items raised in your letter:

- My colleague, Carolin Jumaa, will send the parcel registers requested in “a” separately by way of large file transfer.
- We will provide a copy of the opinion referred to in Section 7 of the Second Report to each counsel that acknowledges and agrees (on behalf of both itself and its client(s)) that such opinion: (i) will not be used or relied upon, in whole or in part; and (ii) will not be quoted, in whole or in part, or otherwise referred to or disclosed to any person, in each case without Osler’s prior written consent.
- Our support for recommending the distribution is as set out in the materials we filed with respect to the motions for the AVO and Distribution Order.
- The Receiver does not have further details with respect to the relationship between the Purchaser and Aggregated Investments Inc. If we are requested to ask the Purchaser for same we will make such request.

OSLER

Dave Rosenblat

Partner

416.862.5673 | drosenblat@osler.com

Osler, Hoskin & Harcourt LLP | [osler.com](https://www.osler.com)

This is **Exhibit “E”** referred to in the Affidavit sworn by Ying (Teddy) Ouyang at the City of Toronto, in the Province of Ontario, before me on August 15, 2024.

A handwritten signature in blue ink, appearing to be 'Susan', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Ouyang, Teddy

From: Rosenblat, Dave <drosenblat@osler.com>
Sent: Thursday, August 15, 2024 9:29 AM
To: Mackinnon Blair, Fraser
Cc: Kraft, Kenneth; Wilson, Sara-Ann; Wasserman, Marc
Subject: RE: In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

[WARNING: EXTERNAL SENDER]

Hi Fraser – as discussed and as I advised on the thread with Eric previously, we did not deliver an opinion on priority (and we will not be), as is our policy. As also previously advised, 7.1 set out the advice we gave KSV (not an opinion), which based on the previously proposed form of AVO was not determinative of the amount of Priority Payables, for which there were terms by which the Holdback Reserve could be increased.

**Dave Rosenblat**

Partner

416.862.5673 | drosenblat@osler.comOsler, Hoskin & Harcourt LLP | [osler.com](https://www.osler.com)

KINGSETT MORTGAGE CORPORATION
Applicant

-and-

MAPLEVIEW DEVELOPMENTS LTD., et al.
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

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

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF YING (TEDDY) OUYANG

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
Fax: 416 863-4592
kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

Fraser Mackinnon Blair (LSO # 66683L)
Tel: 613-783-9647
fraser.mackinnon.blair@dentons.com

*Lawyers for The Fuller Landau Group Inc. in its capacity
court-appointed receiver and manager of Quality Rugs of
Canada Limited, et al. in CV-23-00703874-00CL*



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

B E T W E E N:

(Court Seal)

QUALITY RUGS OF CANADA LIMITED o/a QUALITY STERLING GROUP

Plaintiff

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE DEVELOPMENTS INC.,
MARSHALLZEHR GROUP INC., and
KINGSETT MORTGAGE CORPORATION**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

-2-

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
Brampton (A. Grenville and William Davis)
Courthouse
7755 Hurontario Street
Brampton, ON L6W 4T1

TO: Mapleview Developments Ltd.
30 Wertheim Court, Building A 3
Richmond Hill, ON L4B 1B9

AND TO: Pace Developments Inc.
30 Wertheim Court, Unit 3 Building A
Richmond Hill, ON L4B 1B9

AND TO: Marshallzehr Group Inc.
412 Albert Street, Suite 100
Waterloo, ON N2L 3V3

AND TO: Kingsett Mortgage Corporation
Scotia Plaza, 40 King Street West Suite 3700
Toronto, ON M5H 3Y2

-3-

CLAIM

1. The plaintiff, Quality Rugs of Canada Limited o/a Quality Sterling Group ("**QSG**") claims:
 - (a) payment of the sum of \$1,016,739.88 inclusive of HST;
 - (b) pre-judgment and post-judgment interest on the amounts claimed in subparagraph (a) in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (c) a declaration that QSG has a valid lien in the amount of \$1,016,739.88 inclusive of HST, against the lands and premises municipally known as 700 Maplevue Dr. E, Barrie, Ontario, including any lands enjoyed therewith, and more particularly described in the claim for lien attached hereto as Schedule "A" (the "**Property**");
 - (d) that in default of payment of the sum of \$1,016,739.88, inclusive of applicable taxes, plus interest and costs, all estate and interest of the defendants Maplevue Developments Ltd. and Pace Developments Inc. (collectively the "**Owners**") in the Property be sold and the proceeds applied toward payment of QSG's claim pursuant to the provisions of the *Construction Act*, R.S.O., 1990, c. C-30, as amended (the "**Act**");
 - (e) in the alternative, that in default of payment of the sum of \$1,016,739.88 inclusive of HST, plus interest and costs, that the said sum be ordered payable from and pursuant to any security that has been or may be posted as security to the lien and to the credit of this action, and that the security be applied toward payment of QSG's claim, as set out above, pursuant to the provisions of the Act;
 - (f) full priority over the mortgage of Marshallzehr Group Inc. registered against title to the Property on December 14, 2016 and October 4, 2019 as Instrument Nos.

-4-

SC1371405, SC1629459, SC1629461 (the “**Marshallzehr Mortgages**”) or, in the alternative, priority over the Marshallzehr Mortgages:

- (i) to the extent of any deficiency in the holdback required to be retained by the owners;
 - (ii) to the extent of any unadvanced portions thereof;
 - (iii) to the extent of any advance made at the time when there was a preserved or perfected lien against the Property or written notice of a lien had been received; and
 - (iv) if the Marshallzehr Mortgage is a prior mortgage under the Act, to the extent that any portion advanced exceeded the actual value of the Property at the time when the first lien arose;
- (g) full priority over the mortgage of Kingsett Mortgage Corporation registered against title to the Property on December 8, 2022 as Instrument No. SC1950702 (the “**Kingsett Mortgage**”) or, in the alternative, priority over the Kingsett Mortgage:
- (i) to the extent of any deficiency in the holdback required to be retained by the owners;
 - (ii) to the extent of any unadvanced portions thereof;
 - (iii) to the extent of any advance made at the time when there was a preserved or perfected lien against the Property or written notice of a lien had been received; and

-5-

- (iv) if the Kingsett Mortgage is a prior mortgage under the Act, to the extent that any portion advanced exceeded the actual value of the Property at the time when the first lien arose;
- (h) for the purposes set out above, and for all other purposes, that all proper directions be given and inquiries be made and accounts taken;
- (i) costs of this action on a substantial indemnity basis; and
- (j) such further and other relief as this Honourable Court may deem just.
- (k) the costs of this proceeding, plus all applicable taxes; and
- (l) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

2. QSG is a corporation incorporated pursuant the laws of the Province of Ontario and carries on business as a construction contractor engaged primarily in the supply and installation of flooring materials.

3. Mapleview Developments Ltd. ("**Mapleview**") is a company incorporated pursuant to the laws of the Province of Ontario and at all material times was and is the registered owner of the Property and the lands enjoyed therewith. Mapleview is a subsidiary or otherwise affiliated corporation to Pace, having the same management and control.

4. Pace Developments Inc. ("**Pace**") is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a residential developer. Pace is the developer of the Project (as defined below), and a legal or equitable owner of the Property and the lands enjoyed therewith. Pace is a parent, subsidiary or otherwise affiliated corporation to Mapleview,

-6-

having the same management and control. At all material times, Pace represented itself to QSG, the City of Barrie and the general public as agent for Mapleview and as owner of the Property.

5. Marshallzehr Group Inc. ("**Marshallzehr**") is a corporation incorporated pursuant to the laws of Ontario and carries on business as a financial institution and a mortgage lender.

6. Kingsett Mortgage Corporation ("**Kingsett**") is a corporation incorporated pursuant to the laws of Canada and carries on business as financial institution and a mortgage lender.

BREACH OF CONTRACT

7. On May 1, 2022, the Owners entered into three contracts (for tile, wood, and carpet), all in the form of a stipulated price contract (collectively the "**Contract**") whereby in exchange for payment, QSG was required to provide certain labour, services and materials to the Property in respect of the construction of residential townhomes knowns as Urban North (the "**Project**"). Specifically, the work to be performed by QSG included, among other things, the supply and installation of wall and floor tiles, hardwood, vinyl, and carpet flooring throughout the units.

8. The pricing under the Contract provided unit rates per unit for the 102 units for each material to be supplied to the Project. The Contract also provided for additional amounts related to upgrades chosen by the purchasers of the units. The total contract price, inclusive of changes and extras, was approximately \$9.7 million inclusive of HST.

9. QSG would deliver monthly applications for payment to the Owners based on the work completed by QSG to the date of the application, which amounts became due and payable on the following month.

10. QSG performed and completed its scope of work in accordance with its obligations under the Contract between November 11, 2021 and December 14, 2023.

-7-

11. QSG delivered invoices in accordance with the Contract. The Owners made certain payments. However, since early 2023, the Owners have failed, neglected and/or refused to pay QSG for any of its outstanding invoices, in breach of the Contract and without prior justification.

12. The amount owing for all work performed and materials delivered to the Project site by QSG to date is \$1,016,739.88, plus accrued interest, which remains outstanding.

13. QSG performed all services and supplied all materials required of it in compliance with its obligations under the Contracts, and in a good and workmanlike manner, according to generally accepted industry standards and in compliance with any and all plans, drawings, and specifications provided.

14. On November 8, 2023, the Owners signed a direction to their real estate lawyer directing payment be made to QSG from the proceeds of sale transactions on the units.

15. To date, no payment has been received from the Owners or from the real estate transactions.

16. Despite QSG's repeated requests for payments, the Owners have failed or refused to pay QSG the full amount owing on outstanding invoices.

CLAIM FOR LIEN

17. On January 29, 2024, QSG registered a claim for lien against title to the Property as Instrument No. SC2035627 in the Land Registry Office for the Land Titles Division of Simcoe (No. 51), a copy of which is attached hereto as Schedule "A".

18. By reason of performing the work and supplying services and materials to the Property, QSG became entitled to a lien upon the estate and interest of the Owners in the Property pursuant to the provisions of the Act.

-8-

19. At all material times, Pace had an interest in the Property, which are the lands upon which QSG supplied services and materials at the request, upon the credit, on behalf, with the privity and consent, and for the direct benefit, of Pace. Accordingly, Pace was, at all material times, a statutory “owner” within the meaning of the Act.

20. Furthermore, Pace is a “payer” as that term is defined in the Act, and had a duty to retain all holdbacks required by the Act. The lien constitutes a charge upon such holdback together with any additional amounts owed.

PRIORITY OF LIEN

21. On December 14, 2016 and October 4, 2019, Marshallzehr registered the Marshallzehr Mortgages against title to the Property.

22. On December 8, 2022, Kingsett registered the Kingsett Mortgage against title to the Property.

23. The Marshallzehr Mortgages and the Kingsett Mortgage were given with the intention of securing financing for pending or ongoing work at the Property and, therefore, QSG’s lien has priority over the Marshallzehr Mortgages and the Kingsett Mortgage to the extent of any deficiency in the holdbacks required to be retained by the Owners.

24. Further, QSG’s lien has priority over the Marshallzehr Mortgages and the Kingsett Mortgage to the extent of any advances made at a time when there was a preserved or perfected lien against the Property or after receipt of any written notice of lien, as well as priority to the extent of any unadvanced portions of the mortgages.

QUANTUM MERUIT / UNJUST ENRICHMENT

-9-

25. If this Honourable Court holds that there was no contract between QSG and the Owners (which is denied), then QSG states that it supplied services and materials to the Project at the Owners' express request on the expectation that QSG would be paid in full for the services and materials it supplied.

26. Relying on representations made by the Owners or its agents that QSG would be paid in full for the work that QSG performed at the Project, QSG carried out all of the work requested or required of it and improved the value of the Property to the extent of the amount paid to QSG to date plus the amount owed to QSG and is entitled to be compensated as set out in this pleading.

27. As such, the Owners have been unjustly enriched by its failure or refusal to pay the amount owed to QSG plus the interest on those amounts, and the Owners are liable to QSG for the amount owed plus interest. QSG pleads and relies upon the doctrine of unjust enrichment.

28. In the alternative, QSG claims from the Owners the sum of \$1,016,739.88, inclusive of H.S.T., on a *quantum meruit* basis, representing the reasonable cost to QSG and a reasonable value to the Owners of QSG supplying the aforementioned services and materials, and representing an amount by which the Owners has been unjustly enriched.

29. QSG pleads and relies upon the provisions of the Act.

(Date of issue)

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Mark St. Cyr #: 62390D
Tel: 416.869.5462
mstcyr@cassels.com

Andrea Gorys LSO #: 58282B
Tel: 416.860.6752
agorys@cassels.com

Lawyers for the plaintiff

-10-

Schedule A

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 8

Properties**PIN** 58091 - 5041 LT

Description 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

Address 700 MAPLEVIEW DRIVE EAST
BARRIE

PIN 58091 - 5042 LT

Description 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

Address BARRIE

PIN 58091 - 5043 LT

Description 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

Address BARRIE

PIN 58091 - 5044 LT

Description 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

Address BARRIE

PIN 58091 - 5045 LT

Description 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

Address BARRIE

PIN 58091 - 5046 LT

Description PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 8

Properties

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

Address BARRIE

PIN 58091 - 5047 LT

Description 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

Address BARRIE

PIN 58091 - 5048 LT

Description 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

Address BARRIE

PIN 58091 - 5065 LT

Description 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

Address BARRIE

PIN 58091 - 5066 LT

Description 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

Address BARRIE

PIN 58091 - 5067 LT

Description 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;

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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

Address BARRIE

PIN 58091 - 5068 LT

Description 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

Address BARRIE

PIN 58091 - 5069 LT

Description 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

Address BARRIE

PIN 58091 - 5070 LT

Description 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

Address BARRIE

PIN 58091 - 5071 LT

Description 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

Address BARRIE

PIN 58091 - 5072 LT

Description 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

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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

Address BARRIE

PIN 58091 - 5083 LT

Description 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

Address BARRIE

PIN 58091 - 5098 LT

Description 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

Address BARRIE

PIN 58091 - 5109 LT

Description 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 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

Address BARRIE

PIN 58091 - 5110 LT

Description 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

Address BARRIE

PIN 58091 - 5111 LT

Description 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

The applicant(s) hereby applies to the Land Registrar.

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Properties

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

Address BARRIE

PIN 58091 - 5112 LT

Description 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

Address BARRIE

PIN 58091 - 5113 LT

Description 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

Address BARRIE

PIN 58091 - 5114 LT

Description 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

Address BARRIE

PIN 58091 - 5115 LT

Description 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

Address BARRIE

PIN 58091 - 5116 LT

Description 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; 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

Address BARRIE

The applicant(s) hereby applies to the Land Registrar.

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Properties**PIN** 58091 - 5133 LT

Description 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

Address BARRIE**PIN** 58091 - 5134 LT

Description 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

Address BARRIE**PIN** 58091 - 5135 LT

Description 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

Address BARRIE**PIN** 58091 - 5136 LT

Description 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

Address BARRIE**PIN** 58091 - 5137 LT

Description 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

Address BARRIE**PIN** 58091 - 5138 LT

Description PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON

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yyyy mm dd Page 7 of 8

Properties

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

Address BARRIE

PIN 58091 - 5139 LT

Description 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

Address BARRIE

PIN 58091 - 5140 LT

Description 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

Address BARRIE

PIN 58091 - 4802 LT

Description 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

Address BARRIE

PIN 58091 - 5102 LT

Description PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 80, 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

Address BARRIE

Consideration

Consideration \$1,016,739.88

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 8 of 8

Claimant(s)

Name QUALIY RUGS OF CANADA LIMITED O/A QUALITY STERLING GROUP
Address for Service 505 City View Blvd, Unit 1,
Vaughan, Ontario, L4H 0L8

c/o Cassels Brock & Blackwell LLP,
Suite 3200, Bay Adelaide Centre,
North Tower,
40 Temperance St.,
Toronto, Ontario, M5H 0B4
Attention: Andrea Gorys

I, Ken Pearl, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Maplevue Developments Ltd. and Pace Developments Inc., 30 Wertheim Court, Building A3, Richmond Hill, Ontario, L4B 1B9; Name and address of person to whom lien claimant supplied services or materials Maplevue Developments Ltd. and Pace Developments Inc., 30 Wertheim Court, Building A3, Richmond Hill, Ontario, L4B 1B9; Time within which services or materials were supplied from 2021/11/11 to 2023/12/14 Short description of services or materials that have been supplied Supply of all labour, services and materials required for the installation of carpet, wall and floor tile, and hardwood and vinyl flooring; Contract price or subcontract price \$9,700,000.00 Amount claimed as owing in respect of services or materials that have been supplied \$1,016,739.88
The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Andrea Josefa Gorys 40 Temperance Street, Suite 3200 acting for Signed 2024 01 29
Toronto Applicant(s)
M5H 0B4

Tel 416-869-5300

Fax 416-360-8877

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CASSELS BROCK & BLACKWELL LLP 40 Temperance Street, Suite 3200 2024 01 29
Toronto
M5H 0B4

Tel 416-869-5300

Fax 416-360-8877

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
Total Paid \$69.95

File Number

Claimant Client File Number : 31576-4

QUALITY RUGS OF CANADA LIMITED OPERATING AS
QUALITY STERLING GROUP
Plaintiff

and

MAPLEVIEW DEVELOPMENTS LTD. et al.
Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c.
C.30

PROCEEDING COMMENCED AT
BARRIE

STATEMENT OF CLAIM

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Mark St. Cyr #: 62390D
Tel: 416.869.5463
mstcyr@cassels.com

Andrea Gorys LSO #: 58282B
Tel: 416.860.6752
agorys@cassels.com

Lawyers for the plaintiff



FORM 14
CERTIFICATE OF ACTION UNDER SECTION 36 OF THE ACT
Construction Act

.....
Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE
QUALITY RUGS OF CANADA LIMITED o/a QUALITY STERLING GROUP

BETWEEN

Plaintiff(s)

(court seal)

And
**MAPLEVIEW DEVELOPMENTS LTD., PACE DEVELOPMENTS INC.,
MARSHALLZEHR GROUP INC. and KINGSETT MORTGAGE CORPORATION**

Defendant(s)

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

SC2035627

Date:

.....
(registrar or local registrar)

SCHEDULE A

Description of premises:

PIN 58091 - 5041 LT

Description 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

Address 700 MAPLEVIEW DRIVE EAST BARRIE

PIN 58091 - 5042 LT

Description 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

Address BARRIE

PIN 58091 - 5043 LT

Description 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

Address BARRIE

PIN 58091 - 5044 LT

Description 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

Address BARRIE

PIN 58091 - 5045 LT

Description 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

Address BARRIE

PIN 58091 - 5046 LT

Description 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

Address BARRIE

PIN58091 - 5047LT

Description 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

Address BARRIE

PIN 58091 - 5048 LT

Description 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

Address BARRIE

PIN 58091 - 5065 LT

Description 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

Address BARRIE

PIN 58091 - 5066 LT

Description 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

Address BARRIE

PIN 58091 - 5067LT

Description 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

Address BARRIE

PIN 58091 - 5068 LT

Description 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

Address BARRIE

PIN 58091 - 5069 LT

Description 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

Address BARRIE

PIN 58091 - 5070 LT

Description 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

Address BARRIE

PIN 58091 - 5071 LT

Description 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

Address BARRIE

PIN 58091 - 5072 LT

Description 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

Address BARRIE

PIN 58091 - 5083 LT

Description 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

Address BARRIE

PIN 58091 - 5098 LT

Description 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

Address BARRIE

PIN 58091 - 5109 LT

Description 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 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

Address BARRIE

PIN 58091 - 5110 LT

Description 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

Address BARRIE

PIN 58091 - 5111 LT

Description 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

Address BARRIE

PIN 58091 - 5112 LT

Description 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

Address BARRIE

PIN 58091 - 5113 LT

Description 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

Address BARRIE

PIN 58091 - 5114 LT

Description 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

Address BARRIE

PIN 58091 - 5115 LT

Description 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

Address BARRIE

PIN 58091 - 5116 LT

Description 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; 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

Address BARRIE

PIN 58091 - 5133 LT

Description 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

Address BARRIE

PIN 58091 - 5134 LT

Description 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

Address BARRIE

PIN 58091 - 5135 LT

Description 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

Address BARRIE

PIN 58091 - 5136 LT

Description 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

Address BARRIE

PIN 58091 - 5137 LT

Description 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

Address BARRIE

PIN 58091 - 5138 LT

Description 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

Address BARRIE

PIN 58091 - 5139 LT

Description 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

Address BARRIE

PIN 58091 - 5140 LT

Description 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

Address BARRIE

PIN 58091 - 4802 LT

Description 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

Address BARRIE

PIN 58091 - 5102 LT

Description PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 80, 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

Address BARRIE

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the *Land Titles Act* or the *Registry Act*, as the case may be.)

**QUALITY RUGS OF CANADA LIMITED o/a QUALITY
STERLING GROUP**
Plaintiff

and **MAPLEVIEW DEVELOPMENTS LTD. et al.**

Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c.
C.30

PROCEEDING COMMENCED AT BARRIE

CERTIFICATE OF ACTION

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
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Toronto, ON M5H 0B4

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Lawyers for the plaintiff

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION RECORD OF
THE FULLER LANDAU GROUP INC.

DENTONS CANADA LLP

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Toronto-Dominion Centre
Toronto, ON M5K 0A1

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Lawyers for The Fuller Landau Group Inc. in its capacity court-appointed receiver and manager of Quality Rugs of Canada Limited, et al. in CV-23-00703874-00CL