

**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**

**WRITTEN SUBMISSIONS OF THE FULLER LANDAU GROUP INC., IN ITS
CAPACITY AS THE COURT APPOINTED RECEIVER OF QUALITY RUGS OF
CANADA LIMITED O/A QUALITY STERLING GROUP**

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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**

WRITTEN SUBMISSIONS OF THE FULLER LANDAU GROUP INC.

1. The Fuller Landau Group Inc., in its capacity as the Court-Appointed Receiver (the “**QSG Receiver**”) of, *inter alia*, Quality Rugs of Canada Limited o/a Quality Sterling Group (“**QSG**”)¹ submits this brief to address the question of the quantum of the proposed distribution to Kingsett Mortgage Corporation (“**Kingsett**”). The QSG Receiver does not take issue with the balance of the relief that is being requested.
2. On January 29, 2024, QSG registered a claim for lien (the “**QSG Lien**”) against the lands and premises known municipally as 700 Mapleview Dr. E., Barrie, Ontario (the “**Property**”). The registered owner of the Property is Mapleview Developments Ltd. (“**Mapleview**”).
3. QSG issued a statement of claim on March 14, 2024 to perfect the QSG Lien (a copy of the statement of claim is attached hereto as **Appendix “A”**). In its statement of claim, QSG claims, *inter alia*, that the QSG Lien enjoys full priority over the mortgages: (i) of Kingsett registered against title to the Property on December 8, 2022 as Instrument No. SC1950702 (the “**Kingsett Mortgage**”); and (ii) MarshallZehr Group Inc., registered against title to the Property on December 14, 2016, and October 4, 2019, as Instrument Nos. SC1371405, SC1629459 and SC1629421 (the “**MarshallZehr Mortgages**”).
4. In addition to the QSG Lien, it appears from Appendix “G” to the Second Report of KSV Restructuring Inc., dated July 26, 2024 and delivered in its capacity as the Court-Appointed

¹ Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated October 31st, 2023, as amended and restated pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated November 24, 2023 (the “**QSG Receivership Order**”), The Fuller Landau Group Inc. was appointed as the receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Quality Rugs of Canada Limited, Malvern Contract Interiors Limited, Weston Hardwood Design Centre Inc., Ontario Flooring Ltd., Timeline Floors Inc. and Quality Commercial Carpet Corporation (collectively, “**QSG**”). A copy of the Receivership Order is available [here](#).

Receiver and Manager (the “**Mapleview Receiver**”) of certain property, assets and undertakings of Mapleview, Pace Mapleview Ltd. and 2552741 Ontario Inc (the “**Mapleview Debtors**”), that 21 lien claimants, including QSG, (the “**Mapleview Lien Claimants**”) have registered liens against the Property in the total amount of \$19,704,333.28 (collectively, the “**Lien Claims**”).

The Draft Ancillary Matters and Distribution Order

5. The QSG Receiver objects to the relief outlined in paragraphs 6, 7 and 8 of the draft Ancillary Matters and Distribution Order that is sought by the Mapleview Receiver. Collectively, these paragraphs contemplate the immediate distribution to Kingsett of the amount of \$50.3 million, plus all applicable interest accrued until the date of such distribution, in satisfaction of the amount secured under the Kingsett Mortgage. The QSG Receiver does not oppose any other relief that is sought by the Mapleview Receiver in connection with this motion, including the Approval and Vesting Order and the sale transaction contemplated therein. Instead, the Mapleview Receiver should be directed to hold back the full amount of the Lien Claims and only distribute the balance of the sale proceeds to Kingsett.

6. The basis for this objection is set out below:

- (a) In [*Bianco v. Deem Management Services Limited, 2021 ONCA 859*](#), the Court of Appeal held that lien claimants have priority over any amounts advanced by any mortgagee prior to the date of registration of the mortgage, regardless of whether the mortgage is a building mortgage within the meaning of section 78(2) or a subsequent mortgage under Section 78(6) of the *Construction Act*.

- (b) The Maplevue Receiver has advised at paragraph 3 of section 7.1 of the Second Report that the Kingsett Mortgage is a subsequent mortgage within the meaning of section 78(6) of the *Construction Act*, as it was registered after the date when the first lien arose on the Project.
- (c) While the Second Report notes that the Maplevue Receiver “has confirmed that all advances were made under the Kingsett and MarshallZehr mortgages (the “**Advances**”) prior to the date the first construction lien was registered on title”, this statement is not sufficient for the Court to determine whether any amount of the Advances were advanced prior to the registration of the Kingsett or MarshallZehr Mortgages on title to the Property.
- (d) On August 1, 2024, and in response to requests made by counsel for certain of the Maplevue Lien Claimants, Counsel for the Maplevue Receiver provided a breakdown of the timing of the Advances made by Kingsett, a copy of which is attached hereto as **Appendix “B”**. Based on the information contained in this email, Kingsett made all of the Advances between October 17, 2019 and February 17, 2022, several months before the registration of the Kingsett Mortgage on December 8, 2022.
- (e) Counsel for the Maplevue Receiver provided further information in a subsequent email sent on August 1, 2024 (**Appendix “C”**), advising that Kingsett registered two different mortgages on October 17, 2019, being Instrument Nos. SC1631924 and SC1631928, which were subsequently deleted from title. Copies of these Instruments have not been provided by the Maplevue Receiver, nor are they

included in the materials filed by Kingsett in support of the appointment of the Maplevue Receiver.

7. [Section 78\(1\) of the *Construction Act*](#) provides:

(1) Except as provided in this section, the liens arising from an improvement have priority over all conveyances, mortgages or other agreements affecting the owner's interest in the premises. R.S.O. 1990, c. C.30, s. 78 (1); 2017, c. 24, s. 70.

8. Thus, the presumption under the *Construction Act* is that claims for lien enjoy priority over all mortgages affecting the owner's interest in the premises.

9. Sections 78(6) and 78(2) contain limited exceptions to this general rule. [Section 78\(6\)](#) provides:

(6) Subject to subsections (2) and (5), a conveyance, mortgage or other agreement affecting the owner's interest in the premises that is registered after the time when the first lien arose in respect to the improvement, has priority over the liens arising from the improvement to the extent of any advance made in respect of that conveyance, mortgage or other agreement, unless,

(a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or

(b) prior to the time when the advance was made, the person making the advance had received written notice of a lien. R.S.O. 1990, c. C.30, s. 78 (6); 2017, c. 24, s. 53 (1), 70.

(emphasis added)

10. In [Bianco](#), the Court of Appeal held that advances made by a mortgagee prior to the registration of the mortgage are not advances “made in respect of” that mortgage (paragraph 20). As a result, any advances made by a mortgagee prior to the registration of the mortgage do not

benefit from the exception contained in section 78(6) of the *Construction Act* to the general priority of lien claimants under Section 78(1).

11. [Section 78\(2\)](#) of the *Construction Act* provides:

(2) Where a mortgagee takes a mortgage with the intention to secure the financing of an improvement, the liens arising from the improvement have priority over that mortgage, and any mortgage taken out to repay that mortgage, to the extent of any deficiency in the holdbacks required to be retained by the owner under Part IV, irrespective of when that mortgage, or the mortgage taken out to repay it, is registered. R.S.O. 1990, c. C.30, s. 78 (2).

12. Likewise, the Court of Appeal in [Bianco](#) held at paragraph 30 that the:

“wording of s. 78(2) suggests that the intention to secure the financing operates prospectively. In other words, to fit within s. 78(2), the mortgagee must take the mortgage with the intention to secure financing of an improvement, which financing is then made. It does not operate retrospectively, that is, with respect to an intention to secure financing of an improvement that has already been made.”

13. As noted above, all of the Kingsett Advances occurred before the registration of the Kingsett Mortgage on December 8, 2022. Therefore, the Kingsett Advances were not made in respect of that Kingsett Mortgage.

14. Furthermore, and to the extent that the Kingsett Mortgage is a building mortgage, it secures retrospective financing that had already been made by Kingsett before December 8, 2022. Therefore the Kingsett Mortgage, cannot benefit from the exception under s. 78(2) of the *Construction Act*.

15. Accordingly, the Kingsett Mortgage cannot be the basis for Kingsett’s claim of priority over the Lien Claims in respect of the Kingsett Advances. Likewise, no evidence has been filed with the Court upon which it could be concluded that Kingsett derives a priority claim over the

Lien Claims in accordance with Sections 78(2) or 78(6) of the *Construction Act* as a result of Instrument Nos. SC1631924 and SC1631928.

16. The Lien Claims may have priority:

- (a) over the full amount of the Kingsett Advances in accordance with section 78(1) of the *Construction Act*; and,
- (b) over Kingsett in respect of the sale proceeds to be paid by Dunsire Homes Inc. (the “**Purchaser**”) pursuant to the agreement of purchase and sale dated May 9, 2024 (the “**Sale Agreement**”).

17. An amount sufficient to satisfy the maximum potential value of all of the lien claims of the Maplevue Lien Claimants, being \$19,704,333.28, should be withheld by the Maplevue Receiver from the sale proceeds payable by the Purchaser, subject to the foregoing issues being addressed.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 1st day of August, 2024.



FOR: Kenneth Kraft

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et al. in CV-23-00703874-00CL*

**SCHEDULE “A”
LIST OF AUTHORITIES**

1. [*Bianco v. Deem Management Services Limited*, 2021 ONCA 859,](#)

SCHEDULE “B”
TEXT OF STATUTES, REGULATIONS & BY - LAWS

1. *Construction Act*, R.S.O. 1990, c. C.30, ss 78(1)(2) and (6)

Priority over mortgages, etc.

78 (1) Except as provided in this section, the liens arising from an improvement have priority over all conveyances, mortgages or other agreements affecting the owner's interest in the premises. R.S.O. 1990, c. C.30, s. 78 (1); 2017, c. 24, s. 70.

Building mortgage

(2) Where a mortgagee takes a mortgage with the intention to secure the financing of an improvement, the liens arising from the improvement have priority over that mortgage, and any mortgage taken out to repay that mortgage, to the extent of any deficiency in the holdbacks required to be retained by the owner under Part IV, irrespective of when that mortgage, or the mortgage taken out to repay it, is registered. R.S.O. 1990, c. C.30, s. 78 (2).

General priority against subsequent mortgages

(6) Subject to subsections (2) and (5), a conveyance, mortgage or other agreement affecting the owner's interest in the premises that is registered after the time when the first lien arose in respect to the improvement, has priority over the liens arising from the improvement to the extent of any advance made in respect of that conveyance, mortgage or other agreement, unless,

- (a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or
- (b) prior to the time when the advance was made, the person making the advance had received written notice of a lien. R.S.O. 1990, c. C.30, s. 78 (6); 2017, c. 24, s. 53 (1), 70.



APPENDIX "A"

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.

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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: Maplevue 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

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.

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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

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- (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,

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.

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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.

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

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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)

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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.

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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;

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

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Properties

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

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

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Properties

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

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

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

APPENDIX "B"

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 Mapleview 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)



From: Andrew Wood <awood@gfwlaw.ca>

Sent: Thursday, August 01, 2024 9:47 AM

To: Rosenblat, Dave <drosenblat@osler.com>

Cc: Stewart Thom <>; Jeffrey J. Long <jlong@kmlaw.ca>; Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Lossner, Lisa <llossner@foglers.com>; Ian Latimer <ian@ontlaw.com>; kmovat@foglers.com; jaspal@sanghaconstructionlaw.com; smorris@smartsolutionslaw.ca; hossein@niroomandlaw.com; Erica Rochette <ericar@ontlaw.com>; Vito Scalisi <vito@scalisilaw.ca>; rhoffman@grllp.com; Jonathan Piccin <jpiccin@piccinbottos.com>

Subject: Re: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Importance: High

Good morning Dave,

I am following-up on your e-mail to Jeffrey below - can you direct us to (or re-send) the MZ back-up (perhaps it was only sent to Jeffrey)? Additionally, where can we find the back up documents for the Kingsett Mortgage (including details of the advances made)? If you could direct us to or provide us with the back up documents for that mortgage it would be greatly appreciated.

Andrew

Andrew Wood, Partner

awood@gfwlaw.ca



152 Bayfield Street, Suite 100
Barrie, ON L4M 3B5

Tel: 705-468-1088
Fax: 705-468-1089
Website: gfwlaw.ca

CONFIDENTIALITY WARNING

This e-mail may be privileged and confidential.
If you received this e-mail in error, please do not use, copy or distribute it, but advise me (by return e-mail or otherwise) immediately, and delete the e-mail

From: Rosenblat, Dave <drosenblat@osler.com>

Sent: Friday, July 12, 2024 1:30 PM

To: Jeffrey J. Long <jlong@kmlaw.ca>; Stewart Thom <sthom@torkinmanes.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Lossner, Lisa <llossner@foglars.com>
Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Thanks Jeff.

As noted in our letter, no alternative bids were received by the applicable deadline. We did receive a proposal that fell short of the requirements of the sales process, including with respect to value, deposit and conditions. We advised the party that provided this of the shortfalls in advance of the LOI deadline and did not receive a qualifying LOI (or any other response) thereafter.

We will provide you with the MZ back-up (will be sent separately via our large file share system).



Dave Rosenblat
Partner
416.862.5673 | drosenblat@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

From: Jeffrey J. Long <jlong@kmlaw.ca>
Sent: Thursday, July 11, 2024 4:20 PM
To: Rosenblat, Dave <drosenblat@osler.com>; Stewart Thom <sthom@torkinmanes.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Lossner, Lisa <llossner@foglars.com>
Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Dave,

Can you please advise if KSV/your office received any other Bids to the Stalking Horse Bid. If so, who provided the Bid, how much was that Bid for and when will we see your analysis of same?

Also, where can we find the back up documents behind the registered Mortgages of Marshall Zehrs? As you know, some of the Lien Claimants intend to challenge said Mortgages such that we require all back up documents for same.

Please let us know... thanks.

Jeffrey



Jeffrey J. Long *

Partner

T: +1 416-595-2125 | F: +1 416-204-2892 | E: jlong@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

** Practising through a professional corporation*



From: Rosenblat, Dave <drosenblat@osler.com>

Sent: Wednesday, July 10, 2024 10:07 PM

To: Stewart Thom <sthom@torkinmanes.com>

Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Jeffrey J. Long <jlong@kmlaw.ca>; Lossner, Lisa <llossner@foglers.com>

Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Please see attached correspondence.



Dave Rosenblat
Partner

From: Stewart Thom <sthom@torkinmanes.com>

Sent: Tuesday, July 09, 2024 7:28 AM

To: Rosenblat, Dave <drosenblat@osler.com>

Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Jeffrey J. Long <jlong@kmlaw.ca>; Lossner, Lisa <llossner@foglars.com>

Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Dave,

Thanks for this communication. There have been recent discussions amongst the lien claimants identified in the initial application materials. There were some questions as to the status of the lien/trust claim process as, while the Receiver's First Report dated May 31, 2024 had indicated that "The Receiver is continuing to review and assess the Construction Liens", none of the lien claimants referenced in the materials or on the call had received any communications to this effect, as of a week or two ago. In my client's case, until last night that continued to be true.

The lien claimants participating on the group call (these being counsel for Foremont Drywall, Sunbelt Rental, Rivervalley Masonry, Home Lumber Inc., Newmar Window, Quality Rugs by its receiver, Alpha Stairs and Railings, North Gate Farms and Con-Drain) were each of the view that it would be preferable if the process for the assessing the quantum and priority of their claims be commenced as early in the process as possible. Many of the claims are substantial, and the impact of having the amounts which may constitute priority claims in the receivership payable from the proceeds of any sale in priority to any claims by the mortgagees tied up in this proceeding for longer than absolutely necessary is something which they collectively hope can be avoided.

Can you please advise as to the Receiver's intentions in this regard? In particular, many of the lien claimants remarked that it appears to frequently be the case in proceedings such as these a reserve will be established for lien claimants in respect of amounts claimed in priority to the claims of the senior secured creditor/mortgagee, with the actual process for determining the quantum and priority of the claims of lien claimants being parked, to be addressed later on in the proceeding. Not infrequently, much later on. At the same time, it is often the case that following completion of the sale process and sale of the lien property, making interim distributions from sale proceeds to the senior secured creditor/mortgagee is prioritized over the advancement of the process for assessing and determining the quantum and priority of claims from parties who are asserting priority over the claims of the secured creditor/mortgagee, such as the lien claimants. While there may be some reasons for this frequently being the case, it does not appear to the lien claimants to be the case that the deferring formal commencement of the lien process is necessary feature, nor do the lien claimants see any reason why the commencement of that process, for distribution purposes, cannot be addressed earlier on in the proceeding. Ideally, I think I speak for all of the forementioned lien claimants when I say that our preference would be that this process be addressed be commenced as soon as possible, with a view to making distribution on account valid claims as early as practicable.

Having said all that, any lien claim process would ideally be conducted in an orderly fashion and would afford the lien claimant parties ample time to prepare the information required by the receiver. After a long period of silence, the closeness in time of the request for the below information/documentation and the almost immediately-following deadline for response are something of a surprise. So while the lien claimants are eager to see the process for assessing their claims commenced, I'm not sure that this exactly what they had in mind.

Can you please advise as to the following:

1. At what point in the proceeding is the Receiver currently contemplating the commencement of a formal lien claim process?
2. While I appreciate the Receiver's outreach to lien claimants for the requested documentation, and while I am sure that all lien claimants will do their level best to provide you with the requested information/documents as soon as possible, I do have a concern about the inclusion of a seeming deadline of July 12 (as in "*in any event by no later than...*") to do so. I query whether it is appropriate to impose a three-day turnaround for submitting the requested information to the receiver, particularly given the size of some of these claims. Counsel may have limited availability in the next three days to complete the requested task. Also, given the time of year it is entirely possible that either counsel or key personnel at the lien claimants could be on holidays or otherwise unavailable – it is approaching mid-July and booking holidays at this time is not uncommon. As such:
 1. Can you advise why the July 12, 2024, deadline for submission of the below has been selected and whether it is arbitrary or tied to any event of significance which could impact the rights of the affected parties?
 1. Can you advise what the implications will be for any party who is unable to compile the information you have requested within the timeframe imposed or what, if they find themselves in that circumstance, the receiver would have them do?
 1. Can you advise as to whether there is any immediate use to which this information is intended to be put by the receiver, or if this request is connected with any relief which is intended to be sought imminently?
 1. Given the hurried timeframe for delivery, it is entirely possible that even using best efforts to provide the receiver with accurate information by the stipulated deadline, that claims may need subsequent amendment and/or supporting documentation. I would think that if the request is tied

to the establishment of appropriate reserves and seeking authorization to distribute “surplus” funds to the secured creditor/mortgagee, or if the response to the Receiver’s request could otherwise irretrievably impact lien claimants’ rights in this proceeding, the lien claimants should be afforded more the three days to consult with counsel and prepare the response to your specific inquiry. The response time issue may be an issue for some of the lien claimants and may not be for others, but it does not seem to me that it should be an issue *at all* or that the need for such a quick turnaround is driven by circumstances beyond anyone’s control.

I am copying the other lien claimants counsel on this so that hopefully we can have one conversation with all the affected parties, and not ten separate ones.

Thanks,

Stewart Thom

Torkin Manes LLP

Direct: [416-777-5197](tel:416-777-5197)



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From: Rosenblat, Dave <drosenblat@osler.com>

Sent: Monday, July 8, 2024 10:36 PM

To: Rosenblat, Dave <drosenblat@osler.com>

Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>

Subject: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

This is an external email.

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated March 21, 2024 (the "Appointment Order"), among other things, KSV Restructuring Inc. was appointed as receiver and manager of certain

assets, undertakings and property (collectively, the “Property”) of Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (collectively, the “Company”) (in such capacity, the “Receiver”).

Pursuant to an order of the Court dated May 30, 2024 (the “Sale Process Order”), the Receiver was authorized to: (i) carry out a sale process (the “Sale Process”) for the Property; and (ii) enter into the Asset Purchase Agreement with Dunsire Homes Inc. dated May 9, 2024 (the “Stalking Horse Purchase Agreement”), which would serve as a “stalking horse bid”. The Stalking Horse Purchase Agreement provides for the payment of “Priority Payables”, as defined therein.

Your client has been identified as a construction lien claimant with respect to the Company’s project at 700-780 Mapleview Drive East, Barrie, Ontario (the “Project”). As counsel to the Receiver, we are assessing certain claims against the Company, including construction lien claims and potential “Priority Payables”.

Please forward to us at your earliest convenience, and in any event by July 12, 2024, the following documents:

1. An accounting of the state of accounts as between your company and the Company on the Project, including:
 1. A listing of all invoices rendered on the Project, and the date of each invoice;
 1. An indication of which invoices have been paid, and any that remain unpaid;
 1. Copies of such invoices.
2. Any other document(s) or information you wish to bring to our attention.

We may have further information requests, particularly after receipt of the above materials.

Copies of the Appointment Order, the Sale Process Order, the Sale Process and the Stalking Horse Purchase Agreement are available on the Receiver’s website, accessible here: [Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. \(ksvadvisory.com\)](https://www.ksvadvisory.com).

We are available to discuss at your convenience if helpful.



Dave Rosenblat

Partner

416.862.5673 | drosenblat@osler.com

Osler, Hoskin & Harcourt LLP | osler.com

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APPENDIX "C"

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)



From: Andrew Wood <awood@gfwlaw.ca>
Sent: Thursday, August 01, 2024 2:39 PM
To: Eric Gionet <egionet@gfwlaw.ca>; Gillott, Roger <RGillott@osler.com>

Cc: sthom@torkinmanes.com; jlong@kmlaw.ca; Wasserman, Marc <MWasserman@osler.com>; Rosenblat, Dave <drosenblat@osler.com>; Disenhouse, Josh <JDisenhouse@osler.com>; Smith, Emma <emsmith@osler.com>; Dick, Marleigh <mdick@osler.com>; Jumaa, Carolin <cjumaa@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; mtamblyn@torkinmanes.com; April Hollebek <ahollebek@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Lossner, Lisa <llossner@foglers.com>; ian@ontlaw.com; kmovat@foglers.com; jaspal@sanghaconstructionlaw.com; smorris@smartsolutionslaw.ca; hossein@niroomandlaw.com; Erica Rochette <ericar@ontlaw.com>; Vito Scalisi <vito@scalisilaw.ca>; rhoffman@grllp.com; Jonathan Piccin <jpiccin@piccinbottos.com>

Subject: Re: In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Good afternoon Roger,

Thank you for the note- to elaborate on Eric's e-mail below, it appears that most of the funds advance by KingsSett were made **prior** to the registration of its mortgage on December 8, 2022. As such, they are not "advances made in respect of the mortgage" and lose priority to the lien claims. The case that Eric is referring to is [Bianco v. Deem Management Services Limited, 2021 ONCA 859 \(CanLII\)](#).

There are submissions being prepared for tomorrow's attendance but based on the below and the case-cited above, the full \$19,704,333.28 should be reserved.

Thank you,
Andrew

Andrew Wood, Partner
awood@gfwlaw.ca

G | F | W
Gionet Fairley Wood^{LLP}
Litigation & Advocacy

152 Bayfield Street, Suite 100
Barrie, ON L4M 3B5

Tel: 705-468-1088
Fax: 705-468-1089
Website: gfwlaw.ca

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From: Eric Gionet <egionet@gfwlaw.ca>

Sent: Thursday, August 1, 2024 2:26 PM

To: Gillott, Roger <RGillott@osler.com>

Cc: Andrew Wood <awood@gfwlaw.ca>; sthom@torkinmanes.com <sthom@torkinmanes.com>; jlong@kmlaw.ca <jlong@kmlaw.ca>; Wasserman, Marc <MWasserman@osler.com>; Rosenblat, Dave <drosenblat@osler.com>; Disenhouse, Josh <JDisenhouse@osler.com>; Smith, Emma <emsmith@osler.com>; Dick, Marleigh <mdick@osler.com>; Jumaa, Carolin <cjumaa@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; mtamblyn@torkinmanes.com <mtamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Lossner, Lisa <llossner@foglers.com>; ian@ontlaw.com <ian@ontlaw.com>; kmovat@foglers.com <kmovat@foglers.com>; jaspal@sanghaconstructionlaw.com <jaspal@sanghaconstructionlaw.com>; smorris@smartsolutionslaw.ca <smorris@smartsolutionslaw.ca>; hossein@niroomandlaw.com <hossein@niroomandlaw.com>; Erica Rochette <ericar@ontlaw.com>; Vito Scalisi <vito@scalislilaw.ca>; rhoffman@grllp.com <rhoffman@grllp.com>; Jonathan Piccin <jpccin@piccinbottos.com>
Subject: Re: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Advances made prior to mortgage registration lose priority under sub (6) and the Dal Bianco decision!

Sent from Eric Gionet's iPhone

On Aug 1, 2024, at 2:09 PM, Gillott, Roger <RGillott@osler.com> wrote:

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
<image001.gif>

Roger Gillott

Partner
416.862.6818 | RGillott@osler.com
Osler, Hoskin & Harcourt LLP | osler.com
<image002.jpg>

From: Andrew Wood <awood@gfwlaw.ca>
Sent: Thursday, August 01, 2024 9:47 AM
To: Rosenblat, Dave <drosenblat@osler.com>
Cc: Stewart Thom <>; Jeffrey J. Long <jlong@kmlaw.ca>; Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Lossner, Lisa <llossner@foglers.com>; Ian Latimer <ian@ontlaw.com>; kmovat@foglers.com; jaspal@sanghaconstructionlaw.com; smorris@smartsolutionslaw.ca; hossein@niroomandlaw.com; Erica Rochette <ericar@ontlaw.com>; Vito Scalisi <vito@scalisilaw.ca>; rhoftman@grllp.com; Jonathan Piccin <jpiccin@piccinbottos.com>
Subject: Re: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL
Importance: High

Good morning Dave,

I am following-up on your e-mail to Jeffrey below - can you direct us to (or re-send) the MZ back-up (perhaps it was only sent to Jeffrey)? Additionally, where can we find the back up documents for the Kingsett Mortgage (including details of the advances made)? If you could direct us to or provide us with the back up documents for that mortgage it would be greatly appreciated.

Andrew

Andrew Wood, Partner
awood@gfwlaw.ca

<image007.png>

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Fax: 705-468-1089
Website: gfwlaw.ca

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From: Rosenblat, Dave <drosenblat@osler.com>
Sent: Friday, July 12, 2024 1:30 PM
To: Jeffrey J. Long <jlong@kmlaw.ca>; Stewart Thom <sthom@torkinmanes.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>;
Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic
Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April
Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann
<sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric
Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Lossner, Lisa
<llossner@foglars.com>
Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Thanks Jeff.

As noted in our letter, no alternative bids were received by the applicable deadline. We did receive a proposal that fell short of the requirements of the sales process, including with respect to value, deposit and conditions. We advised the party that provided this of the shortfalls in advance of the LOI deadline and did not receive a qualifying LOI (or any other response) thereafter.

We will provide you with the MZ back-up (will be sent separately via our large file share system).

<image001.gif>

Dave Rosenblat
Partner
416.862.5673 | drosenblat@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

From: Jeffrey J. Long <jlong@kmlaw.ca>
Sent: Thursday, July 11, 2024 4:20 PM
To: Rosenblat, Dave <drosenblat@osler.com>; Stewart Thom <sthom@torkinmanes.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>;
Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic
Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April
Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann
<sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric

Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Lossner, Lisa <llossner@foglars.com>

Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Dave,

Can you please advise if KSV/your office received any other Bids to the Stalking Horse Bid. If so, who provided the Bid, how much was that Bid for and when will we see your analysis of same?

Also, where can we find the back up documents behind the registered Mortgages of Marshall Zehrs? As you know, some of the Lien Claimants intend to challenge said Mortgages such that we require all back up documents for same.

Please let us know... thanks.

Jeffrey

<image008.png> Jeffrey J. Long *

Partner

T: +1 416-595-2125 | F: +1 416-204-2892 | E: jlong@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

** Practising through a professional corporation*

<image009.png> <image010.png>

From: Rosenblat, Dave <drosenblat@osler.com>

Sent: Wednesday, July 10, 2024 10:07 PM

To: Stewart Thom <sthom@torkinmanes.com>

Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Jeffrey J. Long <jlong@kmlaw.ca>; Lossner, Lisa <llossner@foglars.com>

Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Please see attached correspondence.

<image001.gif>

Dave Rosenblat

Partner

416.862.5673 | drosenblat@osler.com

Osler, Hoskin & Harcourt LLP | osler.com

From: Stewart Thom <sthom@torkinmanes.com>

Sent: Tuesday, July 09, 2024 7:28 AM

To: Rosenblat, Dave <drosenblat@osler.com>

Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>; Nicole Maragna <nmaragna@bianchipresta.com>; Domenic Presta <dpresta@bianchipresta.com>; Michael Tamblyn <MTamblyn@torkinmanes.com>; April Hollebek <ahollebek@gfwlaw.ca>; Sheryl Huff <shuff@gfwlaw.ca>; Wilson, Sara-Ann <sara.wilson@dentons.com>; Mackinnon Blair, Fraser <fraser.mackinnon.blair@dentons.com>; Eric Gionet <egionet@gfwlaw.ca>; Andrew Wood <awood@gfwlaw.ca>; Jeffrey J. Long <jlong@kmlaw.ca>; Lossner, Lisa <llossner@foglars.com>

Subject: RE: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Dave,

Thanks for this communication. There have been recent discussions amongst the lien claimants identified in the initial application materials. There were some questions as to the status of the lien/trust claim process as, while the Receiver's First Report dated May 31, 2024 had indicated that "The Receiver is continuing to review and assess the Construction Liens", none of the lien claimants referenced in the materials or on the call had received any communications to this effect, as of a week or two ago. In my client's case, until last night that continued to be true.

The lien claimants participating on the group call (these being counsel for Foremont Drywall, Sunbelt Rental, Rivervalley Masonry, Home Lumber Inc., Newmar Window, Quality Rugs by its receiver, Alpha Stairs and Railings, North Gate Farms and Con-Drain) were each of the view that it would be preferable if the process for the assessing the quantum and priority of their claims be commenced as early in the process as possible. Many of the claims are substantial, and the impact of having the amounts which may constitute priority claims in the receivership payable from the proceeds of any sale in priority to any claims by the mortgagees tied up in this proceeding for longer than absolutely necessary is something which they collectively hope can be avoided.

Can you please advise as to the Receiver's intentions in this regard? In particular, many of the lien claimants remarked that it appears to frequently be the case in proceedings such as these a reserve will

be established for lien claimants in respect of amounts claimed in priority to the claims of the senior secured creditor/mortgagee, with the actual process for determining the quantum and priority of the claims of lien claimants being parked, to be addressed later on in the proceeding. Not infrequently, much later on. At the same time, it is often the case that following completion of the sale process and sale of the lien property, making interim distributions from sale proceeds to the senior secured creditor/mortgagee is prioritized over the advancement of the process for assessing and determining the quantum and priority of claims from parties who are asserting priority over the claims of the secured creditor/mortgagee, such as the lien claimants. While there may be some reasons for this frequently being the case, it does not appear to the lien claimants to be the case that the deferring formal commencement of the lien process is necessary feature, nor do the lien claimants see any reason why the commencement of that process, for distribution purposes, cannot be addressed earlier on in the proceeding. Ideally, I think I speak for all of the forementioned lien claimants when I say that our preference would be that this process be addressed be commenced as soon as possible, with a view to making distribution on account valid claims as early as practicable.

Having said all that, any lien claim process would ideally be conducted in an orderly fashion and would afford the lien claimant parties ample time to prepare the information required by the receiver. After a long period of silence, the closeness in time of the request for the below information/documentation and the almost immediately-following deadline for response are something of a surprise. So while the lien claimants are eager to see the process for assessing their claims commenced, I'm not sure that this exactly what they had in mind.

Can you please advise as to the following:

1. At what point in the proceeding is the Receiver currently contemplating the commencement of a formal lien claim process?
2. While I appreciate the Receiver's outreach to lien claimants for the requested documentation, and while I am sure that all lien claimants will do their level best to provide you with the requested information/documents as soon as possible, I do have a concern about the inclusion of a seeming deadline of July 12 (as in "*in any event by no later than...*") to do so. I query whether it is appropriate to impose a three-day turnaround for submitting the requested information to the receiver, particularly given the size of some of these claims. Counsel may have limited availability in the next three days to complete the requested task. Also, given the time of year it is entirely possible that either counsel or key personnel at the lien claimants could be on holidays or otherwise unavailable – it is approaching mid-July and booking holidays at this time is not uncommon. As such:
 1. Can you advise why the July 12, 2024, deadline for submission of the below has been selected and whether it is arbitrary or tied to any event of significance which could impact the rights of the affected parties?

1. Can you advise what the implications will be for any party who is unable to compile the information you have requested within the timeframe imposed or what, if they find themselves in that circumstance, the receiver would have them do?

1. Can you advise as to whether there is any immediate use to which this information is intended to be put by the receiver, or if this request is connected with any relief which is intended to be sought imminently?

1. Given the hurried timeframe for delivery, it is entirely possible that even using best efforts to provide the receiver with accurate information by the stipulated deadline, that claims may need subsequent amendment and/or supporting documentation. I would think that if the request is tied to the establishment of appropriate reserves and seeking authorization to distribute "surplus" funds to the secured creditor/mortgagee, or if the response to the Receiver's request could otherwise irretrievably impact lien claimants' rights in this proceeding, the lien claimants should be afforded more the three days to consult with counsel and prepare the response to your specific inquiry. The response time issue may be an issue for some of the lien claimants and may not be for others, but it does not seem to me that it should be an issue *at all* or that the need for such a quick turnaround is driven by circumstances beyond anyone's control.

I am copying the other lien claimants counsel on this so that hopefully we can have one conversation with all the affected parties, and not ten separate ones.

Thanks,

Stewart Thom

Torkin Manes LLP

Direct: [416-777-5197](tel:416-777-5197)

[<image011.png>](#)

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From: Rosenblat, Dave <drosenblat@osler.com>
Sent: Monday, July 8, 2024 10:36 PM
To: Rosenblat, Dave <drosenblat@osler.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Murtaza Tallat <mtallat@ksvadvisory.com>
Subject: In the Matter of Maplevue Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

This is an external email.

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated March 21, 2024 (the “Appointment Order”), among other things, KSV Restructuring Inc. was appointed as receiver and manager of certain assets, undertakings and property (collectively, the “Property”) of Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. (collectively, the “Company”) (in such capacity, the “Receiver”).

Pursuant to an order of the Court dated May 30, 2024 (the “Sale Process Order”), the Receiver was authorized to: (i) carry out a sale process (the “Sale Process”) for the Property; and (ii) enter into the Asset Purchase Agreement with Dunsire Homes Inc. dated May 9, 2024 (the “Stalking Horse Purchase Agreement”), which would serve as a “stalking horse bid”. The Stalking Horse Purchase Agreement provides for the payment of “Priority Payables”, as defined therein.

Your client has been identified as a construction lien claimant with respect to the Company’s project at 700-780 Maplevue Drive East, Barrie, Ontario (the “Project”). As counsel to the Receiver, we are assessing certain claims against the Company, including construction lien claims and potential “Priority Payables”.

Please forward to us at your earliest convenience, and in any event by July 12, 2024, the following documents:

1. An accounting of the state of accounts as between your company and the Company on the Project, including:
 1. A listing of all invoices rendered on the Project, and the date of each invoice;

1. An indication of which invoices have been paid, and any that remain unpaid;

1. Copies of such invoices.

2. Any other document(s) or information you wish to bring to our attention.

We may have further information requests, particularly after receipt of the above materials.

Copies of the Appointment Order, the Sale Process Order, the Sale Process and the Stalking Horse Purchase Agreement are available on the Receiver's website, accessible here: [Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. \(ksvadvisory.com\)](#).

We are available to discuss at your convenience if helpful.

<image001.gif>

Dave Rosenblat
Partner
416.862.5673 | drosenblat@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

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KINGSETT MORTGAGE CORPORATION
Applicant

-and-

MAPLEVIEW DEVELOPMENTS LTD., et al.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

**WRITTEN SUBMISSIONS OF THE FULLER LANDAU
GROUP INC., IN ITS CAPACITY AS THE COURT
APPOINTED RECEIVER OF QUALITY RUGS OF
CANADA LIMITED O/A QUALITY STERLING GROUP**

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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*